

Wanguo Gold Group Limited

萬國黃金集團有限公司

(incorporated in the Cayman Islands with limited liability)

(Adopted by a resolution of the shareholders at the extraordinary general meeting
of the Company held on [*] 2025)

SHARE AWARD SCHEME

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(Incorporated in the Cayman Islands with limited liability)

SHARE AWARD SCHEME

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 meanings set out below:

“Actual Selling Price”	the actual price at which Award Shares are sold (net of brokerage, the Stock Exchange trading fee, SFC transaction levy, Financial Reporting Council transaction levy and any other applicable costs) on vesting of any Award pursuant to the Scheme or in the case of a vesting when there is an event of change in control or privatization of the Company pursuant to Rule 13.1, the consideration receivable under the related scheme or offer;
“Adoption Date”	the date on which the Shareholders approved the adoption of the Scheme;
“Articles”	the articles of association of the Company from time to time;
“associate(s)”	shall have the meaning as defined under the Listing Rules;
“Award(s)”	an award granted by the Board or its delegate(s) 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 or its delegate(s) may determine in accordance with the terms of the Scheme Rules;
“Award Letter”	shall have the meaning as set out in Rule 7.1;
“Award Period”	the period commencing on the Adoption Date, and ending on the Business Day immediately prior to the tenth (10 th) anniversary of the Adoption Date;
“Award Share(s)”	the Shares granted to a Selected Participant in an Award;

“Board”	the board of directors of the Company (please also refer to Rule 1.2(f), from time to time);
“Business Day”	any day on which the Stock Exchange is open for the business of dealing in securities;
“Company”	Wanguo Gold Group Limited (萬國黃金集團有限公司), a company incorporated in the Cayman Islands with limited liability;
“connected person(s)”	shall have the meaning as defined under the Listing Rules;
“Controlling Shareholder(s)”	shall have the meaning as defined under the Listing Rules;
“Director(s)”	director(s) of the Company;
“Eligible Participant(s)”	subject to the criteria and conditions set out in Rule 10, (a) the Employee Participants; and (b) the Service Providers; provided that it is not an Excluded Participant;
“Employee Participant(s)”	any directors (including the independent non-executive Directors) and employees (whether full time or part time) of the Company or the Group (including persons who are granted Awards under this Scheme as an inducement to enter into employment contracts with the Company or the Group);
“Excluded Participant(s)”	an individual who is a 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 its delegate(s), compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such individual;
“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 from time to time, and the expression <i>member(s) 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, as amended, supplemented or otherwise modified from time to time;
“on-market”	the trading 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;
“Related Income”	all cash income derived from the 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;
“Returned Shares”	such Award Shares that are not vested and/or are lapsed or forfeited in accordance with the terms of the Scheme, or such Shares being deemed to be Returned Shares under the Scheme Rules;
“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 and held on Trust for the purpose of the Scheme;
“Scheme”	the share award scheme adopted by the Company in accordance with these Scheme Rules on the Adoption Date;
“Scheme Mandate Limit”	the total number of new Shares which may be allotted and issued upon exercise of all share options and grant of share awards under the Scheme and any other share scheme of the Company and which shall not in aggregate exceed 10% of the total number of Shares in issue (excluding Treasury Shares, if any) as at the Adoption Date;
“Scheme Rules”	the rules set out herein relating to the Scheme as amended from time to time;
“Selected Participant”	any Eligible Participant approved for participation in the Scheme and who has been granted any Award pursuant to Rule 5.1 or Rule 5.2;

“Service Provider(s)”	individuals or entities that provide services to any member of the Group on a continuing or recurring basis in its ordinary and usual course of business, with the aim of promoting the long-term growth of the Group, including technical experts who are engaged as consultants providing advisory services to the Group’s business or business development of any member of the Group in the business of mining, ore processing and sale of concentrates products, but excluding (i) placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions, and (ii) professional service providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity;
“Service Provider Sublimit”	shall have the meaning as set out in Rule 14.1(a);
“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 from time to time;
“Shares”	an ordinary share of HK\$0.1 each in the capital of the Company (or, if there has been a consolidation, reduction, re-classification, subdivision or reconstruction of the share capital of the Company, shares forming part of the equity share capital of the Company of such revised amount as shall result from such subdivision, consolidation, reduction, re-classification or reconstruction of such ordinary shares from time to time);
“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)”	has the meaning ascribed to it under the Listing Rules;
“Taxes”	shall have the meaning as set out in Rule 9.8;
“Treasury Shares”	Shares repurchased and held by the Company in treasury (if any), as authorised by the laws and regulations of the Cayman Islands

and/or the Articles, or has the meaning as may be amended from time to time in accordance with the Listing Rules;

“Trust”	the trust constituted by the Trust Deed to service the Scheme;
“Trust Deed”	the trust deed to be entered into between the Company and the Trustee (as may be restated, supplemented and amended from time to time);
“Trustee”	the trustee to be appointed by the Company for the purpose of the Trust;
“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 Rule 7.1, unless a different Vesting Date is deemed to occur in accordance with Rule 13.1; and
“Vesting Notice”	shall have the meaning as set out in Rule 9.3(b).

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

- (a) references to Rules are to rules of the Scheme Rules;
- (b) references to times of the day are to Hong Kong time;
- (c) 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;
- (d) a reference to **“dollars”** or to **“\$”** shall be construed as a reference to the lawful currency for the time being of Hong Kong;
- (e) 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;
- (f) unless otherwise indicated, the Board can make determinations in its absolute discretion and if the Board delegates its authority to administer the Scheme to

a committee of the Board or other person(s), the committee of the Board or such other person(s) shall enjoy the same absolute discretion;

- (g) a reference to “**include**”, “**includes**” and “**including**” shall be deemed to be followed by the words “**without limitation**”;
- (h) words importing the singular include the plural and vice versa, and words importing a gender include every gender;
- (i) headings are included in these Scheme Rules for convenience only and do not affect its interpretation; and
- (j) references to any statutory body shall include the successor thereof and any body established to replace or assume the functions of the same.

2. PURPOSES AND OBJECTIVES OF THE SCHEME

The purpose of this Scheme is to (i) recruit and retain high-calibre personnel whose contributions will be important to the long-term growth and profitability of the Group; and (ii) to incentivize and reward key staff members who have shown strong commitment and dedication to the Group’s performance.

3. DURATION

In order to give effect to the vesting of such Award Shares or otherwise as may be required in accordance with the provisions of these Scheme Rules, subject to Rule 21, the Scheme shall be valid and effective for (i) the Award Period (after which no further Awards will be granted) and (ii) thereafter for so long as there are any non-vested Award Shares granted hereunder prior to the expiration of the Scheme.

4. ADMINISTRATION

4.1 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 or the committee of the Board or person(s) to which the Board has delegated its authority shall be final and binding on all persons affected thereby.

4.2 The authority to administer the Scheme may be delegated by the Board to a committee of the Board or any person(s) as deemed appropriate at the sole discretion of the Board, provided that nothing in this Rule 4.2 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 Rule 4.1.

- 4.3 Without prejudice to the Board's general power of administration, the Board or the committee of the Board or person(s) to which the Board has delegated its authority 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 its delegate(s) at its sole discretion from time to time.
- 4.4 Without prejudice to the Board's general power of administration, to the extent not prohibited by applicable laws and regulations, the Board or the committee of the Board or person(s) to which the Board has delegated its authority may also from time to time appoint one or more Trustees in respect of granting, administration or vesting of any Award Shares.
- 4.5 Subject to these Scheme Rules, the Listing Rules and any applicable laws and regulations, the Board or the committee of the Board or person(s) to which the Board has delegated its authority shall have the power from time to time to:
- (a) construe and interpret these Scheme Rules and the terms of the Awards granted under the Scheme;
 - (b) 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 these Scheme Rules;
 - (c) decide how the vesting of the Award Shares will be settled pursuant to Rule 9;
 - (d) grant Awards to those Eligible Participants whom it shall select from time to time;
 - (e) determine the terms and conditions of the Awards;
 - (f) determine the commencement or termination date of an Eligible Participant's employment with any member of the Group;
 - (g) establish and administer performance targets (if any) that must be duly fulfilled by a Selected Participant before any of the Awards may be vested to such Selected Participants under such Awards. Such performance targets shall include, among others, financial targets and management targets which shall be determined based on the (i) individual performance, (ii) performance of the Group and/or (iii) performance of business groups, business units, business lines, functional departments, projects and/or geographical area managed by the Selected Participants. For example, performance targets may be set in

terms of sales, revenue, cash flow, cash collection, return on investment, commencement and completion of projects, customer satisfaction metrics or such other parameters or matters relevant to the roles and responsibilities of the relevant Selected Participant. The finance department of the Company shall be responsible for compiling a performance appraisal report on statistics relating Group-level performance targets and the human resources department shall be responsible for compiling a performance appraisal report based on the Group's performance appraisal results and the individual performance appraisal results, which will be submitted to the Board or such committee of the Board or person(s) delegated with its authority, for consideration and approval. For the avoidance of doubt, any grant of Awards to an independent non-executive Director is not subject to any performance targets, as the vesting of the Awards under the Scheme forms part of the remuneration package of the independent non-executive Directors;

- (h) approve the Award Letter;
- (i) instruct the Trustee to apply any Returned Trust Funds to satisfy any fees payable to the Trustee (if applicable); and
- (j) take such other steps or actions to give effect to the terms and intent of these Scheme Rules.

4.6 None of the Directors or any person(s) to whom the Board has delegated its authority 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 any person(s) to whom the Board has delegated its authority 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) 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.

5. OPERATION OF THE SCHEME

- 5.1 The Board may, from time to time, select any Eligible Participant to be a Selected Participant and, subject to Rule 5.5, grant an Award to such Selected Participant during the Award Period.
- 5.2 The committee of the Board or person(s) to which the Board has delegated its authority may, from time to time, select any Eligible Participant other than a Director or an officer

of the Company to be a Selected Participant and subject to Rule 5.5, grant an Award to such Selected Participant during the Award Period.

In determining the basis of eligibility of each Eligible Participant, the Board will take into account (a) the experience and qualification of the Eligible Participant in relation to the Group's business; (b) the length of service of the Eligible Participant with the Group (if the Eligible Participant is an Employee Participant); (c) technical expertise (if the Eligible Participant is a Service Provider); (d) the level of responsibilities assumed; and (e) the amount of support, assistance, guidance, advice, efforts and contributions the Eligible Participant has exerted and given towards the success of the Group and/or the amount of potential support, assistance, guidance, advice, efforts and contributions the Eligible Participant is likely to be able to give or make towards the success of the Group in the future.

In determining the basis of eligibility of the Service Providers (i.e. technical experts who specialize in geology, mining and prospecting asset evaluation, metallurgy and mining production and engaged as consultants providing advisory services to the Group's business or business development of any member of the Group in the business of mining, ore processing and sale of concentrates products), their eligibility will be considered on a case by case basis and the factors in assessing whether such Service Provider is eligible to participate in this Scheme include: (a) the individual performance of the relevant Service Providers; (b) the length of their business relationship with the Group; (c) whether the frequency of the services provided by a Service Provider is akin to that of its employees; (d) the materiality and nature of their 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); (e) the background, credentials and mining experiences of the relevant Service Providers; (f) the positive impact brought to the Group's business development by the Service Provider; (g) quality of advice and reviews to the Group in respect of potential acquisition targets (if applicable); (h) level of participation in due diligences in respect of potential acquisition targets (if applicable); and (i) quality of advice to the Group's existing mines in respect of production, drillings and upgrade of resources and reserves (if applicable). The services that the Service Providers provide include: evaluating mining and prospecting assets, advising on mergers and acquisition potentials, and advising on mining production improvements.

In assessing whether the services provided by the Service Provider to the Group is on a continuing and recurring basis and in its ordinary and usual course of business, the Board will take into consideration (a) the length and type of services provided and the recurrences and regularity of such services including but not limited to the term of the contract of the Service Provider, whether the services are provided on a daily, weekly or monthly basis and the number of hours of services provided within the term; (b) the

nature of the services provided to the Group by the Service Provider; and (c) whether such services form part of or are directly ancillary to the businesses conducted by the Group of which is in a revenue generating nature.

- 5.3 Subject to Rule 5.5, no Award Shares shall be granted to any Eligible Participant if such grant of Award Shares to such person would result in the Shares issued and to be issued in respect of all award shares and options granted (excluding any award shares and share options lapsed) in accordance with the terms of the Scheme and other share scheme(s) adopted by the Company to such person in the 12-month period (or such other time period as may be specified by the Stock Exchange from time to time) up to and including the date of such grant representing in aggregate over 1% (or such other percentage as may be specified by the Stock Exchange from time to time) of Shares in issue (excluding Treasury Shares, if any), unless:
- (a) such grant has been duly approved, in the manner prescribed by the relevant provisions of Chapter 17 of the Listing Rules, by resolution of the Shareholders in general meeting, at which such person and his/her close associates (as defined under the Listing Rules) (or his/her associates if such person is a connected person) shall abstain from voting;
 - (b) a circular regarding the grant has been dispatched to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules; and
 - (c) the number and terms of such Award Share are fixed before the general meeting of the Company at which the same are approved.
- 5.4 Each grant of an Award to any Director, chief executive or substantial shareholder of the Company, or any of their respective associates, must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is a proposed recipient of the grant of an Award). In addition:
- (a) where any grant of Award Shares to any Director (other than an independent non-executive Director) or chief executive of the Company, or any of their respective associates, would result in the Shares issued and to be issued in respect of all award shares granted (excluding any award shares lapsed) in accordance with the terms of the Scheme and other share award scheme(s) of the Company (if any) to such person in the 12-month period (or such other time period as may be specified by the Stock Exchange from time to time) up to and including the date of such grant representing in aggregate over 0.1% (or such other percentage as may be specified by the Stock Exchange from time to time) of the Shares in issue (excluding Treasury Shares, if any) as at the date of such grant, such further grant of Award Shares

must be approved by Shareholders in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules; or

- (b) where any grant of Award Shares to an independent non-executive Director or a substantial shareholder of the Company, or any of their respective associates, would result in Shares issued and to be issued in respect of all award shares and options granted (excluding any award shares and options lapsed) in accordance with the terms of the Scheme and other share scheme(s) adopted by the Company to such person in the 12-month period (or such other time period as may be specified by the Stock Exchange from time to time) up to and including the date of such grant, representing in aggregate over 0.1% (or such other percentage as may be specified by the Stock Exchange from time to time) of Shares in issue (excluding Treasury Shares, if any) as at the date of such grant such further grant of Award Shares must be approved by Shareholders in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules.

In the circumstances described in Rules 5.4(a) and 5.4(b) above, the Company must send a circular to the Shareholders. The Selected Participants, his/her associates and all core connected persons of the Company must abstain from voting in favour at such general meeting. The Company must comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules.

5.5 Notwithstanding the provision in Rule 5.1 and Rule 5.2, no grant of any Award Shares to any Selected Participant may be made:

- (a) in any circumstances where the requisite approval from any applicable regulatory authorities has not been granted;
- (b) 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;
- (c) 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;
- (d) where such grant of Award would result in a breach of the Scheme Mandate Limit or the Service Provider Sublimit or would otherwise cause the Company to issue Shares in excess of the permitted amount in the mandate approved by the Shareholders,

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. TIMING OF AWARDS

6.1 No Award shall be made to Selected Participants pursuant to Rule 5 and no directions or recommendation shall be given to the Trustee with respect to a grant of an Award under the Scheme:

after inside information (having the meaning as defined in the SFO) has come to the Company's knowledge until (and including) the trading day after such inside information has been announced in accordance with the relevant requirements of the Listing Rules and, in particular, no Eligible Participant shall be granted an Award during the period commencing one (1) month immediately before the earlier of: -

- (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
- (ii) the deadline for the Company to publish an announcement of its results for any year or 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 results announcement, no Awards may be granted; nor should any Award be made to any Eligible Participant during any other periods of time stipulated by the relevant sections of the Listing Rules from time to time in relation to any restriction on the time of grant of awards.

7. AWARD LETTER AND NOTIFICATION OF GRANT OF AWARDS

7.1 The Company shall issue a letter to each Selected Participant in such form as the Board, the committee of the Board, or person(s) to which the Board has delegated its authority may from time to time determine, specifying the Grant Date, the number of Award Shares underlying the Award, the vesting criteria and conditions (including but not limited to performance targets (if any)), the purchase price of Award Shares (if any) and the Vesting Date and such other details (including the clawback mechanism for the Company to recover or withhold the Award Shares) as they may consider necessary (an "**Award Letter**"). Upon receipt of the Award Letter, the Selected Participants are required to confirm their acceptance of the Award by returning to the Company a notice of acceptance duly executed by them within 10 business days after the Grant Date (the "**Acceptance Period**") together with a payment (if any) in favour of the Company as consideration for the grant thereof as the Board may determine. The Award may be accepted by the Selected Participant in respect of less than the number of the Award Shares which are offered provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple

thereof and such number is clearly stated in the notice of acceptance. If any Selected Participant fails to return the notice of acceptance upon the expiration of the Acceptance Period to the Company, the Award automatically lapses forthwith and the Shares pursuant to the Award will become Returned Shares which will be dealt with in accordance with Rule 15. If applicable, the Company will notify the Trustee accordingly of any Award which has not been accepted as soon as practicable after the expiration of the Acceptance Period.

7.2 As soon as practicable after receipt of the notice of acceptance duly executed by the Selected Participant, if applicable, the Company shall give instructions to and notify the Trustee of:

- (a) the name of such Selected Participant to whom such an Award has been made;
- (b) the number of the Award Shares to which such Award relates;
- (c) the acceptance price of the Award Shares payable on the acceptance of such an Award (if any);
- (d) the number of Award Shares underlying the Award;
- (e) the vesting criteria and conditions (including but not limited to performance targets and clawback mechanism (if any));
- (f) the relevant Vesting Date;
- (g) whether the Award Shares will be subscribed for , or purchased by the Trustee, or satisfied by transfer of Treasury Shares; and
- (h) if applicable, the amount of cash to be made available to the Trustee to subscribe for and/or purchase, as the case may be, the number of Award Shares referred to in (d) above.

8. ISSUE OF SHARES AND ACQUISITION OF SHARES BY THE TRUSTEE

8.1 Subject to Rule 8.5, the Company shall, as soon as reasonably practicable, for the purposes of satisfying the grant of Awards, issue and allot Shares to the Selected Participant (if there is no vesting period) or the Trustee under the Scheme Mandate Limit granted or to be granted by the Shareholders at general meetings of the Company from time to time for future awards and/or transfer to the Trust the necessary funds and instruct the Trustee to acquire Shares through on-market transactions at the prevailing market price, or receive the Treasury Shares on behalf of the relevant Beneficiary for the Award Shares (as the case may be). Subject to Rule 13, 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 Rule 8.4, as soon as reasonably practicable, 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, or receive the Treasury Shares (as the case may be).

- 8.2 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. For the avoidance of doubt, the Company may provide terms and conditions relating to the acquisition of Shares in the instructions to the Trustee.
- 8.3 Save that the Board at its discretion may from time to time determine that any dividends declared and paid by the Company in relation to the Award Shares would be paid to the Selected Participants even though the Award Shares have not yet vested, the Trustee shall hold the Award Shares and Related Income derived from such Award Shares on trust for the Selected Participant until the end of relevant vesting period in accordance with Rule 9.
- 8.4 The Trustee shall only be obliged to transfer Award Shares (and the Related Income derived from such Award Shares) to Selected Participants on vesting to the extent that Award Shares (and the Related Income derived from such Award Shares) are comprised in the Trust, or receive the Treasury Shares on behalf of the relevant Beneficiary for the Award Shares (as the case may be).
- 8.5 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.

9. VESTING OF AWARD

- 9.1 Subject to the Listing Rules, the Board or the committee of the Board or person(s) to which the Board delegated its authority may from time to time while the Scheme is in force and subject to all applicable laws, determine such vesting criteria and conditions or periods for the Award to be vested hereunder. The Vesting Date in respect of any Award shall be not less than 12 months from the Grant Date, provided that for Employee Participants, the Vesting Date may be less than 12 months from the Grant Date (including on the Grant Date) in the following circumstances where:

- (a) grants of “make whole” Awards to new joiners to replace share awards or options they forfeited when leaving their previous employers;
- (b) grants to an Employee Participant whose employment is terminated due to death or disability or occurrence of any out-of-control event;
- (c) grants with performance-based vesting conditions in lieu of time-based vesting criteria;
- (d) grants that are made in batches during a year for administrative and compliance reasons, which include Awards that should have been granted earlier if not for such administrative or compliance reasons but had to wait for subsequent batch. In such case, the vesting period may be shorter to reflect the time from which the Award would have been granted;
- (e) grants with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of twelve (12) months; and
- (f) grants with a total vesting and holding period of more than twelve (12) months.

9.2 If the Vesting Date is not a Business Day, the Vesting Date shall, subject to any trading halt or suspension in the Shares or book closure period of the Company, be the Business Day immediately thereafter.

9.3 For the purposes of vesting of the Award, the Board or the committee of the Board or person(s) to which the Board delegated its authority may either:

- (a) direct and procure the Trustee to release from the Trust the Award Shares and Related Income derived from such Award Shares to the Selected Participants by transferring the number of Award Shares to the Selected Participants in such manner as determined by them from time to time; or
- (b) to the extent that, at the determination of the Board or its 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 its 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 derived from such Award Shares as set out in the Vesting Notice (the “**Vesting Notice**”).

- 9.4 Except in the circumstances as set out in Rule 9.8, 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 its delegate(s) shall send to the relevant Selected Participant a Vesting Notice. The Board or its 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 its delegate(s), or be sold as soon as practicable from the Vesting Date.
- 9.5 Except in the circumstances as set out in Rule 9.8, subject to the receipt of the Vesting Notice and the instructions from the Board or its 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 its delegate(s) or sell the relevant Award Shares within any time stipulated in Rule 9.4 above and pay the Actual Selling Price to the Selected Participant within a reasonable time period (in both cases with the Related Income derived from such Award Shares), in satisfaction of the Award.
- 9.6 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 from the sale of the Award Shares due to the vesting shall be borne by the Selected Participant.
- 9.7 All costs and expenses in relation to all dealings with the Award Shares after vesting and transferring of the Award Shares and Related Income to the Selected Participant (as the case may be) or transfer of Treasury Shares, shall be borne by the Company and neither the Company nor the Trustee shall be liable for any such costs and expenses thereafter.
- 9.8 Other than the stamp duty to be borne by the Company in accordance with Rule 9.6, 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 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 may, notwithstanding anything else in these Scheme Rules (but subject to applicable laws):

- (a) 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);
- (b) 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;
- (c) 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 to the Selected Participant, including from the salary payable to the Selected Participant by any member of the Group; and/or
- (d) require the Selected Participant to remit to any member of the Group, in the form of cash or a certified or 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 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 Rule have been met.

- 9.9 The Selected Participant must remain an Eligible Participant under the Scheme on the Vesting Date. Specifically, the Selected Participant must remain in employment or contractual engagement with the Group and in good standing and not under notice (given or received as set out in these Scheme Rules) and must be in continued compliance with all relevant terms of the Scheme Rules and his/her/its employment or contractual engagement on each relevant Vesting Date, unless the Board or its delegate(s) determines otherwise at their absolute discretion.

10. CESSATION OF EMPLOYMENT AND OTHER EVENTS

- 10.1 If there is a change in position(s) or duty(ies) of the Selected Participant's employment or contractual engagement with the Group and such Selected Participant is still regarded as an Eligible Participant, any outstanding Award Shares and Related Income not yet vested shall continue to vest in accordance with the Vesting Dates set out in the

Award Letter, unless the Board or its delegate(s) determines otherwise at their absolute discretion.

- 10.2 If a Selected Participant ceases to be an Eligible Participant by reason of (i) retirement of the Selected Participant at his/her normal retirement age as specified in his/her terms of employment or contractual engagement with the Group or as prescribed by statute; or (ii) his/her job-related permanent physical or mental disablement or job-related death, any outstanding Award Shares and Related Income not yet vested shall continue to vest in accordance with the Vesting Dates set out in the Award Letter, unless the Board or its delegate(s) determines otherwise at their absolute discretion.
- 10.3 If a Selected Participant ceases to be an Eligible Participant by reason of (i) death of the Selected Participant, (ii) termination of the Selected Participant's employment or contractual engagement with the Group by reason of his/her permanent physical or mental disablement, (iii) termination of the Selected Participant's employment or early termination of the contractual engagement with the Group by reasons of misconduct or otherwise pursuant to law or employment or engagement contract; (iv) termination of the Selected Participant's employment or contractual engagement with the Group by reason of redundancy or unsatisfactory performance, (v) resignation of the Selected Participant's employment; (vi) winding up of any member of the Group in which the Selected Participant is employed or is contractually engaged, (vii) end of the term of the Selected Participant's contract for provision of services, goods or otherwise with the Group; or (viii) end of the term of the contract of the Selected Participant's engagement with the Group as contractual staff, any outstanding Award Shares and Related Income not yet vested shall immediately lapse, unless the Board or its delegate(s) determines otherwise at their absolute discretion.
- 10.4 If a Selected Participant is declared bankrupt or becomes insolvent or makes any arrangements or composition with his/her creditors generally, any outstanding Award Shares and Related Income not yet vested shall be immediately forfeited, unless the Board or its delegate(s) determines otherwise at their absolute discretion.
- 10.5 If a Selected Participant ceases to be an Eligible Participant for reasons other than those stated above, any outstanding Award Shares and Related Income not yet vested shall immediately lapse, unless the Board or its delegate(s) determines otherwise at their absolute discretion.
- 10.6 If a Selected Participant is not in good standing or is subject to disciplinary action, performance review or internal investigation by reasons of unsatisfactory performance or misbehaviour or non-compliance with its terms of employment or contractual engagement with the Group or otherwise and such Selected Participant is still regarded as an Eligible Participant, any outstanding Award Shares and Related Income not yet

vested shall immediately lapse, unless the Board or its delegate(s) determines otherwise at their absolute discretion.

- 10.7 A Selected Participant shall be taken to have retired on the date that he or she retires upon or after reaching the age of retirement specified in his/her service agreement or pursuant to any retirement policy of the Group or the statutory age of retirement as prescribed by the State applicable to him from time to time or, in case there is no such terms of retirement applicable to the Selected Participant, with the approval of the Board or its delegate(s).
- 10.8 In the event that an Award or any part thereof to a Selected Participant vests by reason of the death of such Selected Participant, the Trustee shall hold such number of Award Shares and Related Income derived from such Award Shares as are equal to the vested Award Shares or the Actual Selling Price and Related Income (hereinafter referred to as "Benefits") on trust and to transfer the same to the legal personal representatives of the Selected Participant within two years of the death of the Selected Participant (or such longer period as the Trustee and the Company shall agree from time to time) or, if the Benefits would otherwise become bona vacantia, the Benefits shall be forfeited and cease to be transferable and such Benefits shall be held by the Trustee as Returned Shares or funds of the Trust for the purposes of the Scheme. Notwithstanding the foregoing, the Benefits held upon trust hereof shall until transfer is made in accordance herewith be retained and may be invested and otherwise dealt with by the Trustee in every way as if they had remained part of the Trust.
- 10.9 The Company shall, from time to time, inform the Trustee in writing, the date in which such Selected Participant ceased to be an Eligible Participant 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).

11. TRANSFERABILITY AND OTHER RIGHTS TO AWARD SHARES

- 11.1 Any Award granted hereunder but not yet vested shall be personal to the Selected Participant to whom it is made. Unless a waiver is granted by the Stock Exchange or otherwise permitted or required under the applicable laws and regulations, any Award shall not be assignable or transferable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to any Award, or enter into any agreement to do so.
- 11.2 Any actual or purported breach of Rule 11.1 shall entitle the Company to cancel any outstanding Award or part thereof granted to such Selected Participant. For this purpose, a determination from the Company Secretary or such other person(s) delegated 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 as to such Selected Participant.

12. INTEREST IN THE ASSETS OF THE TRUST

12.1 For the avoidance of doubt:

- (a) a Selected Participant shall have only a contingent interest in the Award subject to the vesting of such Award in accordance with Rules 9 and 13;
- (b) 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;
- (c) neither the Selected Participant nor the Trustee may exercise the voting rights in respect of any Shares held under the Trust (including but not limited to the Award Shares, any Returned Shares, any bonus Shares and any scrip Shares). In particular, the Trustee holding unvested Shares under the Scheme, whether directly or indirectly, shall abstain from voting 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 a direction is given;
- (d) a Selected Participant shall have no rights to any Returned Trust Funds or any of the Returned Shares, all of which shall be retained by the Trustee for the benefit of the Scheme;
- (e) 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;
- (f) in the case of the death of a Selected Participant, the Benefits shall be forfeited if no transfer of the Benefits to the legal personal representatives of the Selected Participant is made within the period prescribed in Rule 10.8 and the legal personal representatives of the Selected Participant shall have no claims against the Company or the Trustee; and
- (g) in the event a Selected Participant ceases to be an Eligible Participant on or prior to the relevant Vesting Date and the Award in respect of the relevant Vesting Date shall lapse or be forfeited pursuant to the Scheme, such Award 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 or its delegate(s) determines otherwise at its absolute discretion.

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

Change in control

13.1 If there is an event of change in control of the Company by way of a merger, a privatization of the Company by way of a scheme or by way of an offer, the Board or the committee of the Board or person(s) to which the Board has delegated its authority shall at their sole discretion determine whether the Vesting Date of any Awards will be accelerated to an earlier date, whereby the vesting date may be less than 12 months from the Grant Date (including on the Grant Date). If the Vesting Date of any Awards are accelerated, the procedures as set out in Rule 9.4 shall apply except that the Vesting Notice will be sent to such Selected Participant affected by this Rule 13.1 based on the proposed Vesting Date as soon as practicable once the proposed Vesting Date is known. The Trustee shall transfer the Award Shares and Related Income derived from such Award Shares or pay the Actual Selling Price in cash, as the case may be, to the Selected Participant in accordance with the Vesting Notice.

For the purpose of this Rule 13.1, “control” shall have the meaning as specified in The Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC from time to time.

Open offer and rights issue

13.2 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

13.3 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

13.4 In the event the Company undertakes a scrip dividend scheme, the Trustee shall elect to receive the cash component, unless otherwise instructed by the Company, 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).

Consolidation, subdivision, reduction, bonus issue and other distribution

- 13.5 In the event of any alteration in the capital structure of the Company following the commencement of the Scheme from any issue of shares in or other securities of the Company by way of subdivision, consolidation or reduction of the Shares or any capitalisation issue or rights issue which the Board considers an adjustment as necessary under this Rule 13.5, corresponding changes will be made to the number of outstanding Award Shares that have been granted provided that the adjustments shall be made in such manner as the Board or its delegate(s) determines 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. All fractional Shares (if any) arising out of such alteration in the capital structure of the Company 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. The Trustee shall hold Returned Shares to be applied in accordance with the provisions of these Scheme Rules for the purpose of the Schemes.
- 13.6 Any adjustments made under Rule 13.5 must give a Selected Participant the same proportion of the equity capital, rounded to the nearest whole Share, as that to which that person was previously entitled, but no such adjustments may be made to the extent that a Share would be issued at less than its nominal value (if any). The issue of securities as consideration in a transaction may not be regarded as a circumstance requiring adjustment. In respect of any such adjustments, other than any made on a capitalization issue, an independent financial adviser or auditors of the Company must confirm to the Directors in writing that the adjustments satisfy the requirements of the relevant provision of the Listing Rules.

14. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION

- 14.1 The total number of Shares which may be issued in respect of all options and awards to be granted under the Scheme and other share schemes of the Company must not in aggregate exceed the Scheme Mandate Limit (or such other percentage which may be specified by the Stock Exchange from time to time), representing 10% of the total number of Shares in issue (excluding Treasury Shares, if any) as at the Adoption Date or the relevant date of approval of the refreshment of the Scheme Mandate Limit.
- (a) Subject to Rule 14.1, within the Scheme Mandate Limit, the total number of Shares which may be issued in respect of all Awards to be granted under this Scheme and all options and awards to be granted under any other share

schemes of the Company to the Service Providers must not, in aggregate, exceed 3% of the total number of Shares in issue (excluding Treasury Shares, if any) as at the Adoption Date (the “**Service Provider Sublimit**”) unless shareholders’ approval has been obtained pursuant to Rules 14.3, 14.4 and 14.5 below.

- 14.2 For the purposes of calculating the Scheme Mandate Limit or Service Provider Sublimit under Rule 14.1, Shares which are the subject matter of any options or awards that have already lapsed in accordance with the terms of the relevant share scheme(s) of the Company will not be regarded as utilised.
- 14.3 The Scheme Mandate Limit and/or the Service Provider Sublimit may be refreshed by ordinary resolution of the Shareholders in general meeting every three years from the date of the Shareholders’ approval for the last refreshment (or the Adoption Date), provided that:
- (a) the Scheme Mandate Limit and the Service Provider Sublimit so refreshed shall not exceed 10% (or such other percentage as may be specified by the Stock Exchange from time to time) and 3%, respectively, of the total number of issued Shares (excluding Treasury Shares, if any) as at the date of such Shareholders’ approval of the refreshment of the Scheme Mandate Limit and the Service Provider Sublimit;
 - (b) for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit, options or awards lapsed will not be regarded as utilized and options or awards cancelled will be regarded as utilized; and
 - (c) a circular regarding the proposed refreshment of the Scheme Mandate Limit and/or the Service Provider Sublimit has to be despatched to the Shareholders in a manner complying with, and containing the matters specified in, Chapter 17 of the Listing Rules.
- 14.4 Further to the requirements set out under Rule 14.3 above, any refreshment of the Scheme Mandate Limit and the Service Provider Sublimit within three years from the date of the Shareholders’ approval for the last refreshment (or the Adoption Date) must be approved by the Shareholders in general meeting subject to the following provisions:
- (a) any Controlling Shareholder and their associates (or if there are no Controlling Shareholder, Directors (excluding independent non-executive Directors) and chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting;

- (b) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules; and
 - (c) the requirements under Rules 14.4(a) and 14.4(b) do not apply if the refreshment is made immediately after an issue of Shares by the Company to its Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit and the Service Provider Sublimit (as a percentage of the Shares in issue, excluding Treasury Shares, if any) upon refreshment is the same as the unused part of the Scheme Mandate Limit and the Service Provider Sublimit immediately before the issue of the Shares, rounded to the nearest whole Share.
- 14.5 The Company may seek separate approval from the Shareholders in general meeting for granting awards which will result in the Scheme Mandate Limit or the Service Provider Sublimit (or so refreshed pursuant to Rule 14) being exceeded, provided that:
- (a) the grant is only to Eligible Participants specifically identified by the Company before the approval is sought; and
 - (b) a circular regarding the grant has been dispatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules and any other applicable laws and rules.
- 14.6 If the Company conducts any share consolidation or subdivision after the Scheme Mandate Limit or the Service Provider Sublimit has been approved in the general meeting, the maximum number of Shares that may be issued by the Company pursuant to the Scheme and all other share schemes of the Company under the utilized Scheme Mandate Limit or the Service Provider Sublimit as a percentage of the total number of issued Shares (excluding Treasury Shares, if any) at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share.

15. RETURNED SHARES

- 15.1 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.
- 15.2 The Board or the committee of the Board or person(s) to which the Board has delegated its authority may also instruct the Trustee to sell the Returned Shares and remit all cash and net proceeds of such sale referred to in this Rule 15.2 and the corresponding

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.

16. LAPSE OF AWARDS

An Award shall lapse automatically on the earliest of:

- 16.1 unless the Board or its delegate(s) determines otherwise at their absolute discretion, the date on which the Selected Participant ceases to be an Eligible Participant in accordance with Rule 10.3 to 10.6 above;
- 16.2 an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company;
- 16.3 a Selected Participant is found to be an Excluded Participant; or
- 16.4 a Selected Participant fails to return duly executed transfer documents prescribed by the Board and/or the Trustee for the relevant Award Shares within the stipulated period.

In the event of lapse of any Award, the Award or the relevant part of an Award made to such Selected Participant shall automatically lapse forthwith and all the Award Shares or the relevant Award Shares shall not vest on the relevant vesting date but shall become Returned Shares for the purposes of the Scheme.

17. CLAWBACK MECHANISM

Notwithstanding the terms and conditions of this Scheme, the Board has the authority to provide that any Award shall be subject to a clawback if any of the following events shall occur:

- (a) the Grantee is involved in serious misconduct;
- (b) a material misstatement in the Company's financial statements;
- (c) any other clawback event implicitly or explicitly characterised in the Award Letter occurs and/or any other event occurs as the Board may in its absolute discretion determines,

any outstanding Award Shares and Related Income not yet vested shall be immediately forfeited, unless the Board or its delegate(s) determines otherwise at their absolute discretion.

18. CANCELLATION OF AWARDS GRANTED

- 18.1 The Board in its sole discretion may cancel an Award Share granted but remained unvested with the approval of the Selected Participant of such Award Share in certain

circumstances, including where it is necessary to comply with the laws in the jurisdictions in which the Eligible Participants and the Company are subject to, or in order to comply with the requirements of any securities exchange.

- 18.2 Award Shares may be granted to an Eligible Participant in place of his/her cancelled Award Shares provided that there are available Scheme Mandate Limit approved by the Shareholders as referred to in Rule 17.03B or Rule 17.03C of the Listing Rules. The Award Shares cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit.

19. INTERPRETATION

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 committee of the Board or person(s) to which the Board has delegated its authority. The decision by the Board shall be final and binding.

20. ALTERATION OF THE SCHEME

- 20.1 The Directors may from time to time in their absolute discretion alter the definition of “Eligible Participant(s)” and “Award Period” and the provisions of the Scheme which are of a material nature or provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Selected Participants or prospective Selected Participants provided that approval from the Shareholders in general meeting (with the Selected Participants and their associates abstaining from voting) has been obtained. Save for the above, the Board or its delegate(s) may alter the terms of the Scheme without the approval of the Shareholders in a general meeting. No such alteration shall operate to affect adversely the terms of issue of any Award Shares granted or agreed to be granted prior to such alteration except with the consent or sanction in writing of such majority of the Selected Participants as would be required of the Shareholders under the constitutional documents for the time being of the Company for a variation of tire rights attached to the Shares.
- 20.2 Any change to the authority of the Board to alter the terms of the Scheme shall not be valid unless approved by the Shareholders in general meeting.
- 20.3 Any change to the terms of Award Shares granted to a Selected Participant must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders in general meeting (as the case may be) if the initial grant of the Award Shares requires such approval (except where the alterations take effect automatically under the existing provisions of the Scheme), in accordance with the terms of the Scheme and the Listing Rules.

20.4 The amended terms of the Scheme and/or the Award Shares must comply with the relevant requirements of Chapter 17 of the Listing Rules.

21. TERMINATION

21.1 The Scheme shall terminate on the earlier of:

- (a) the falling on the tenth (10th) anniversary date of the Adoption Date; and
- (b) such date of early termination as determined by resolution in the general meeting or the Board. In such event, no further Awards may be offered or granted but in all other respects the terms of the Scheme shall remain in full force and effect in respect of Awards which are granted during the term of the Share Award Scheme which remain unvested or which have vested but have not yet been exercised immediately prior to the termination of the Scheme.

21.2 On the Business Day following the settlement, lapse, forfeiture or cancellation (as the case may be) of the last outstanding 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 outstanding 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 Rule 21.2 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 Rule 21.2).

21.3 For the avoidance of doubt, the temporary suspension of the granting of any Award shall not be construed as a decision to terminate the operation of the Scheme.

22. CONDITIONS

22.1 The Scheme is conditional on:

- (a) the passing of ordinary resolution(s) by the Shareholders at a general meeting of the Company to (i) approve and adopt the Scheme; (ii) authorize the Board to grant Award Shares under the Scheme; and (iii) authorize the Board to allot and issue Shares in respect of any Awards to be granted pursuant to the Scheme; and

- (b) the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, any Share on the Stock Exchange which may be issued by the Company in respect of all Award Shares to be granted in accordance with the terms and conditions of the Scheme.

23. MISCELLANEOUS

- 23.1 This Scheme shall not form part of any contract of employment, appointment or engagement between the Company or any of its Subsidiaries and any Eligible Participant, and the rights and obligations of any Eligible Participant under the terms of his office or employment or engagement shall not be affected by his participation in this Scheme or any right which he may have to participate in it and this Scheme shall afford such Eligible Participant no additional rights to compensation or damages in consequence of the termination of such office or employment or engagement for any reason. Furthermore, an Eligible Participant shall not be entitled to any right to compensation or damages or any other benefit whatsoever for the loss of any rights under this Scheme due to the termination of such office or employment or engagement for any reason.
- 23.2 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 Rule 23.3, 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 Tax or expenses of such other nature payable on the part of any Eligible Participant 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.
- 23.3 Any notice or other communication between the Company and any Eligible Participant shall be in writing (in either English language or Chinese language) and may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its principal place of business in Hong Kong at Unit 1, 28/F, Singga Commercial Centre, 144-151 Connaught Road West, Hong Kong, or such other address as notified to the Eligible Participant from time to time and, in the case of an Eligible Participant, his/her address as notified to the Company from time to time. In addition, any notice (including the Vesting Notice) or other communication from the Company to any Eligible Participant or Selected Participant may be given by any electronic means through the Trustee, as the Board considers appropriate.

- 23.4 Any notice or other communication shall be deemed to have been served, if served by personal delivery, at the time of delivery; and if by pre-paid post:-
- (a) by the Company shall be deemed to have been served 24 hours after the same was posted if to an address in Hong Kong and on the seventh day after posting if to an address outside Hong Kong; and
 - (b) by the Eligible Participant to the Company to its principal place of business in Hong Kong (and marked for the attention of the Company Secretary) shall not be deemed to have been served until the same shall have been received by the Company.

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.

- 23.5 The Company shall not be responsible for any failure by any Eligible Participant to obtain any consent or approval required for such Eligible Participant to participate in the Scheme as a Selected Participant or for any Tax, expenses, fees or any other liability to which an Eligible Participant may become subject as a result of participation in the Scheme.
- 23.6 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.
- 23.7 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 directly or indirectly or give rise to any cause of action at law or in equity against the Group. No person shall, under any circumstances, hold the Board, its delegate and/or the Company liable for any costs.
- 23.8 In the event that an Award lapses in accordance with these 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 it might otherwise have enjoyed.
- 23.9 The Scheme shall operate subject to the Articles and to any restrictions under any applicable laws, rules and regulations.
- 23.10 By participating in the Scheme, the Selected Participant consents to the holding, processing, storage and use of personal data or information concerning it 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, 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 his/her 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 it, and if such personal data is inaccurate, the Selected Participant has the right to have it corrected.

- 23.11 In this Scheme, where applicable, references to Shares to satisfy the grant of Award Shares shall include Treasury Shares, and references to the issue and purchase of Shares shall include the transfer of Treasury Shares (as the case may be, and to the extent permissible by applicable laws and regulations, including the Listing Rules).

24. GOVERNING LAW

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