

**RULES RELATING TO
THE SHARE AWARD PLAN**

1. DEFINITIONS AND INTERPRETATION

1.1 In this Plan, except where the context otherwise requires, the following expressions have the following meanings:

“2021 Share Award Scheme”	the share award scheme adopted by the Company pursuant to a resolution passed by the then Board on 20 August 2021
“Adoption Date”	the date on which this Plan is adopted by the Shareholders.
“Articles”	the articles of association of the Company as adopted or amended from time to time.
“associate(s)”	shall bear the meaning ascribed thereto in the Listing Rules.
“Award”	a provisional award of the Awarded Shares made in accordance with paragraph 3.
“Award Notice”	the notice to be sent to the Trustee upon the making of an Award containing the particulars referred to in paragraph 3.4.
“Awarded Share(s)”	the Share(s) provisionally awarded to a Selected Participant pursuant to an Award.
“Board”	the board of Directors.
“Business Day”	a day on which the Stock Exchange is open for the business of dealing in securities.
“close associate”	shall bear the meaning ascribed thereto in the Listing Rules.
“Company”	Huayi Tencent Entertainment Company Limited, a company incorporated in the Cayman Islands with limited liability whose shares are listed on the Main Board of the Stock Exchange (stock code: 00419).
“Committee”	a committee of the Board from time to time delegated by the Board with the power and authority to administer the Plan in accordance with the rules herein.
“Connected Person”	shall have the meaning ascribed thereto under the Listing Rules.
“core connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“Directors”	the director(s) of the Company for the time being.
“Earliest Vesting Date”	shall have the meaning ascribed thereto in paragraph 3.4(C).
“Eligible Participant”	any person belonging to the following classes of participants:

- (a) any Employee Participant;
- (b) any Related Entity Participant; and
- (c) any Service Provider,

and, for the purposes of this Plan, the Award may be made to any company wholly owned by one or more of the above participant or any trust which the settlor is the above participant.

“Employee Participant(s)”

the employees, chief executive and directors (including executive, non-executive or independent non-executive directors) of any member of the Group (including persons who are granted awards under this Share Award Plan as an inducement to enter into employment contracts with the Company or any of its subsidiaries), provided that the Board shall have absolute discretion to determine whether or not one falls within such category.

“Excluded Participant”

any person who is resident in a place where the award of the Awarded Shares and/or the award of the Returned Shares and/or the vesting and transfer of Shares pursuant to the terms of the Plan is not permitted under the laws and regulations of such place or where in the view of the Board or the Committee or the Trustee (as the case may be) compliance with applicable laws and regulations in such place make it necessary or expedient to exclude such person.

“Grant Date”

the date of grant of an Award

“Group”

the Company and the Subsidiaries from time to time.

“Group Contribution”

such contribution in the form of money or otherwise made by the Company or any of its Subsidiaries.

“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, as amended from time to time.

“lock-up”

Restriction on selling, transferring, pledging and/or otherwise creating security and/or other third-party rights or encumbrances over such Shares.

“Other Distributions”	shall have the meaning ascribed thereto in paragraph 5.2(A).
“Partial Lapse”	shall have the meaning as set out in paragraph 6.3.
“Personal Representative(s)”	the person or persons who, in accordance with the laws of succession applicable to a deceased Selected Participant, is or are entitled to collect and receive the Awarded Shares which have been vested in such Selected Participant and formed part of his estate.
“Plan”	this share award plan constituted by the rules hereof, in its present form or as may be altered from time to time in accordance with paragraph 10.
“Plan Mandate Limit”	Shall have the meaning ascribed to it in paragraph 7.1
“Related Entity”	the holding companies, fellow subsidiaries or associated companies of the Company.
“Related Entity Participant(s)”	directors and employees of the Related Entity, provided that the Board shall have absolute discretion to determine whether or not one falls within such category.
“Relevant Event”	any variation in the share capital of the Company arising from any capitalisation issue, sub-division, consolidation or reduction of share capital of the Company; or any rights issue or open offer of any share capital of the Company involving an offer of right to the existing Shareholders; or any other distribution of the Company’s equity securities without receipt of consideration (except where Shares are issued as consideration or part consideration in a transaction);
“Remuneration Committee”	the remuneration committee of the Company as appointed by the Board for the time being.
“Residual Cash”	being cash remaining in the trust fund in respect of an Awarded Share (including interest income derived from deposits maintained with licensed banks in Hong Kong, and sale proceeds which have not been applied in the acquisition of Shares).
“Returned Shares”	such Awarded Shares which are not vested and/or forfeited in accordance with the terms of the Plan (whether as a result of a Total Lapse or a Partial Lapse or otherwise), or were forfeited in accordance with the terms of this Plan, or such Shares being deemed to be Returned Shares. For the avoidance of doubt, Returned Shares arrangement will only be applicable to Share Awards that are satisfied by existing issued Shares.

“Selected Participant”	any Eligible Participant for whom Shares have been provisionally set aside pursuant to an Award or (where the context so permits and as referred to in paragraph 5.3) his Personal Representative.
“Service Provider(s)”	person(s) who provide(s) 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, including but not limited to person(s) who work(s) for the Company as independent contractors (including advisers, consultants, contractors, suppliers, agents, entities providing research, development or other technological support and service providers of any member of the Group) where the continuity and frequency of their services are similar to those provided by employees, but excluding placing agents or financial advisers providing advisory services for fundraising, mergers or acquisitions or 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 ascribed to it in paragraph 7.1.
“Shareholder(s)”	the holder(s) of Share(s).
“Shares”	ordinary share(s) of HK\$0.02 each in the share capital of the Company (or of such other nominal value as shall result from a sub-division, consolidation, reclassification or reconstruction of the share capital of the Company).
“Shares Pool”	shall have the meaning ascribed to it in paragraph 4.1.
“Stock Exchange”	The Stock Exchange of Hong Kong Limited or, if the context so requires, other principal stock exchange in Hong Kong for the time being or such other stock exchange which is the principal stock exchange (as determined by the Board on which the Shares are for the time being and from time to time listed or traded.
“Subsidiary”	a company which is for the time being and from time to time a subsidiary (within the meaning of Division 4 of Part 1 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere.
“Total Lapse”	shall have the meaning as set out in paragraph 6.2.
“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 of Association

- “Trust Deed”** the trust deed to be entered into by the Company as settlor and the Trustee as trustee in respect of Shares and other trust fund (if any) held or to be held by the Trustee subject to the terms thereof, as amended from time to time.
- “Original Trustee”** Tricor Trust (Hong Kong) Limited, a company incorporated under the laws of Hong Kong and having its registered office at 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong
- the Original Trustee or other trustee or trustees as shall be appointed pursuant to and in accordance with the terms of the Trust Deed
- “Trustee”**
- “Vesting Date”** in relation to any Selected Participant, the date on which the legal and beneficial ownership of the Awarded Shares are vested in such Selected Participant pursuant to an Award as referred to in paragraph 5.1.
- “Vesting Period”** in relation to any Selected Participant, the period commencing on the date on which the Awarded Shares have been provisionally set aside pursuant to an Award to such Selected Participant as referred to in paragraph 4.1 and ending on the Vesting Date (both dates inclusive).

1.2 In these rules:

- (A) the headings are for ease of reference only and shall be ignored in construing these rules of the Plan;
- (B) references to paragraphs or sub-paragraphs are references to paragraphs or sub-paragraphs hereof;
- (C) words importing the singular include the plural and vice versa;
- (D) words importing one gender include both genders and the neuter and vice versa;
- (E) references to persons include bodies corporate and unincorporated;
- (F) references to any statutory provisions or rules prescribed by any statutory bodies shall include the same as from time to time amended, consolidated and re-enacted; and

- (G) 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, ADMINISTRATION AND DURATION**

2.1 The purpose of the Plan is, through an award of Shares, to:

- (A) recognise and reward the contribution of certain Eligible Participants to the growth and development of the Group and to give incentives thereto in order to retain them for the continual operation and development of the Group; and
- (B) attract suitable personnel for further development of the Group.

2.2 The Plan shall be subject to the administration of the Board or the Committee whose decisions on all matters arising in relation to the Plan or its interpretation or effect shall be final, conclusive and binding on all persons who may be affected thereby, provided that such administration shall not prejudice the powers of the Trustee as provided under the Trust Deed; and for avoidance of doubt, the Remuneration Committee shall have powers on recommending and/or deciding (on and subject to the terms and conditions provided under this Plan) the selection of the Selected Participants, the number of Awarded Shares to be awarded to the respective Selected Participants and other related matters as expressly provided under this Plan or in accordance with the Listing Rules or other applicable laws, legislation and regulations. In the event that a Selected Participant or his associate is a member of the Board, such person will abstain from voting on any approval by the Board of an Award to such Selected Participants.

2.3 A Selected Participant shall ensure that the acceptance, vesting and the holding of any Awarded Shares under the Plan and the exercise of all rights attaching thereto are valid and comply with all laws, legislation and regulations including all applicable exchange control, fiscal and other laws to which he is subject. The Board or the Committee may, as a condition precedent of making an Award, require an Eligible Participant to produce such evidence as it may reasonably require for such purpose.

2.4 Subject to paragraph 12, the Plan shall be valid and effective for a term of 10 years commencing from the date of adoption of the 2021 Share Award Scheme, and after the expiry of such 10-year term no further Awards may be made but these rules of the Plan shall remain in full force and effect to the extent necessary to give effect to any Awards made prior thereto and the administration of the trust property held by the Trustee pursuant to the Trust Deed.

3. **AWARD OF AWARDED SHARES**

3.1 The Board or the Committee shall, subject to and in accordance with these rules of the Plan, be entitled (but shall not be bound) to, at any time during the continuation of the Plan, make an award (the “**Award**”) out of the Shares Pool to any of the Eligible Participants (as it shall in its absolute discretion select but excluding any Excluded Participant) such number of issued Shares, fully paid or credited as fully paid, as the Board or the Committee shall, subject to paragraph 7, determine pursuant to these rules of the Plan. For the avoidance of doubt until so selected, no Eligible Participant shall be entitled to participate

in the Plan.

- 3.2 Without prejudice to paragraph 4.2, the making of an Award to any Connected Person shall be subject to compliance by the Company of the applicable requirements under the Listing Rules.
- 3.3 (a) The eligibility of any of the Eligible Participants to an Award shall be determined by the Board or the Committee from time to time on the basis of the Board's or the Committee's opinion as to his contribution and/or future contribution to the development and growth of the Group.
- (b) In determining the eligibility of the Employee Participant(s), the Board will consider all relevant factors as appropriate, including:
- (i) his/her skills, knowledge, experience, expertise relevant to the Group's business;
 - (ii) his/her performance, length of services, responsibilities or employment terms and the prevailing market practice and industry standard;
 - (iii) the amount of support, assistance, guidance, advice, efforts and contributions he/she has exerted and given towards the success of the Group and/or the amount of potential support, assistance, guidance, advice, efforts and contributions the Participant is likely to be able to give or make towards the success of the Group in the future;
 - (iv) his/her educational and professional qualifications, and knowledge in the industry in which the Group is currently having operations or the industry in which the Group is going to develop.
- (c) In determining the eligibility of the Related Entity Participant(s), the Board will consider all relevant factors as appropriate, including:
- (i) the responsibility taken up or to be taken up by the Related Entity Participant(s) towards the success of the Group's business;
 - (ii) the positive impacts brought by, or expected to be brought by, the Related Entity Participant on the Group's business development in terms of financial performance or financial position;
 - (iii) whether the Related Entity Participant has referred or introduced opportunities to the Group which have materialised into further business relationships; and
 - (iv) the materiality and nature of the business relations of associated companies with the Group and the Related Entity Participant's contribution in such associated companies of the Group which may benefit the principal businesses of the Group through a collaborative relationship.
- (d) Amongst the Service Providers eligible for the granting of Options, (i) contractors, suppliers and agents and entities providing research, development or other technological support are to directly contribute to the long-term growth of the Group's business by taking roles or providing services that are in a continuing and recurring nature in its

ordinary and usual course of business. The contractors, suppliers and agents and entities providing research, development or other technological support are connected with the Group's day-to-day operations in the areas of digitized operation services in healthcare industry, smart healthcare services platform and entertainment and media and their performances will contribute to the operating performance and financial results of the Group; and (ii) advisers, consultants and service providers are those who would play significant roles in the Group's business development by contributing their skills, experience, knowledge and expertise in the business activities of the Group on a continuing and recurring basis. Such advisers, consultants and service providers, possessing industry-specific knowledge or expertise or valuable experience or deep understanding or insight in the business, financial or commercial areas of the Group, would provide advisory and consultancy, technology services to the Group on areas that form part of or are directly ancillary to the businesses conducted by the Group from time to time, as disclosed in the Company's financial statements and reports (including but not limited to (i) provision of online drug prescription and circulation service and digitized marketing service in the healthcare industry; (ii) healthcare and wellness services; (iii) marketing of pharmaceutical products; (iv) development of entertainment, culture and media businesses; and (v) content production and distributions in Hong Kong, the PRC, Korea, United States and globally). Their continuing and recurring engagement and cooperation with the Group would benefit the Group with frequent and successive strategic advice and guidance in its ordinary and usual course of business, which are substantively comparable to contributions of highly-skilled or executive employees of the Group. In assessing the eligibility of the Service Provider(s), the Board will consider all relevant factors as appropriate, including:

(a) in respect of contractors, suppliers and agents and entities providing research, development or other technological support:

- (i) the scale of the Service Provider's business dealings with the Group in terms of purchases or sales attributable to him/her/it;
- (ii) the performance of the Service Provider and track record;
- (iii) the benefits and strategic value brought by the Service Provider to the Group's development and future prospects in terms of the financial return attributable to the Service Provider's collaboration with the Group;
- (iv) the scale of the Service Provider's collaboration or business dealings with the Group and the length of business relationships between the Service Provider and the Group; and
- (v) the business opportunities and external connections that the Service Provider has introduced or will potentially introduce to the Group.

(b) in respect of advisers and consultants:

- (i) the expertise, professional qualifications and industry experience of the Service Provider;
- (ii) the performance of the Service Provider and track record;
- (iii) the prevailing market fees chargeable by other services providers;

- (iv) the benefits and strategic value brought by the Service Provider to the Group's development and future prospects in terms of the financial return attributable to the Service Provider's collaboration with the Group;
- (v) the Group's length of engagement of or scale of collaboration or business dealings with the Service Provider; and
- (vi) the Service Provider's actual or potential contribution to the Group in terms of a reduction in costs or an increase in revenue or profit.

3.4 The Board or the Committee shall notify the Trustee by a notice in writing (the "**Award Notice**") upon the making of an Award under the Plan and, in the Award Notice, the Board or the Committee shall specify the following:

- (A) the name, address, identity card (or, as the case may be, passport) number and position of the relevant Selected Participant;
- (B) the number of Awarded Shares provisionally awarded to the relevant Selected Participant pursuant to such Award;
- (C) the earliest date ("**Earliest Vesting Date**") and other subsequent date(s), if any, on which the Trustee may vest the legal and beneficial ownership of the Awarded Shares (or the relevant portions thereof) or the net proceeds thereof in the relevant Selected Participant under paragraph 5.1;
- (D) the condition(s) and/or performance target(s), if any, that must be duly fulfilled by the relevant Selected Participant before any of the Awarded Shares (or the net sales proceeds thereof) may be transferred to and vested in such Selected Participant under such Award;
- (E) the condition(s) and/or performance target(s) of the Selected Participant, if any, that must be duly altered or waived by the Board or the Committee before any of the Awarded Shares (or the net sales proceeds thereof) may be transferred to and vested in such Selected Participant under such Award;
- (F) the clawback mechanism for the Company to recover or withhold any Award granted to any Selected Participants in the event of serious misconduct, a material misstatement in the Company's financial statements or other special circumstances, or, if none, a negative statement to that effect;
- (G) whether the Awarded Shares or any part thereof should be acquired by subscription, purchase of Shares and/or whether the Awarded Shares or any part thereof should be satisfied by applying any Returned Share(s), and in the case of subscription, the subscription price therefore;
- (H) any lock-up applicable to Awarded Shares upon resting and transfer to Selected Participants (with details and duration before release); and
- (I) such other terms and conditions of such Award as may be imposed by the Board or the Committee which are not inconsistent with these rules of the Plan and the

Trust Deed on either the Trustee (with the prior written consent of the Trustee unless the same has already been provided for in the Trust Deed) and the relevant Selected Participant, or any of them before the Awarded Shares (or the net sale proceeds thereof) may be transferred to and vested in such Selected Participant.

- 3.5 The Board or the Committee shall notify the Selected Participant in writing after an Award has been provisionally made to such Selected Participant and the notice shall contain substantially the same information as that set out in the Award Notice provided that nothing contained in such notice shall be construed as conferring any rights, interests, benefits and title to and in the Awarded Shares on such Selected Participant before the vesting of the legal and beneficial ownership of such Awarded Shares (or the net sale proceeds thereof) in the Selected Participant in accordance with these rules of the Plan. An Award shall be deemed to be declined in its entirety by a Selected Participant unless the Selected Participant shall within ten (10) Business Days after receipt of such notice from the Board or the Committee notify the Company in writing that he would accept such Award.
- 3.6 For so long as the Shares are listed on the Stock Exchange:
- (A) an Award or, as the case may be, any instruction of the Board or the Committee to the Trustee to acquire Shares for the purpose of increasing the Shares in the Shares Pool may not be made or given after inside information has come to the Company's knowledge until (and including) the trading day after such inside information has been published in accordance with the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong); and
 - (B) the Board or the Committee may not make any Award to any Eligible Participant or give any instruction to the Trustee to acquire Shares for the purpose of increasing the Shares in the Shares Pool during the periods or times when such an Award is prohibited under the Listing Rules, any corresponding code or securities dealing restrictions adopted by the Company and all applicable laws from time to time. Without limiting the generality of the foregoing, no Award may be made and no instruction may be given by the Board or the Committee to the Trustee to acquire Shares for the purpose of increasing the Shares in the Shares Pool during the period commencing 30 days immediately before the earlier of:
 - (a) the date of the board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) 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
 - (b) the deadline for the Company to announce 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 the results announcement.
 - (C) Without limiting the generality of paragraph (B), no Award may be made and no instruction may be given by the Board to the Trustee to acquire Shares with respect to a grant of an Award during the periods or times in which the Directors

are prohibited from dealing in Shares pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company.

3.7 Subject to the Listing Rules, the Board or the Committee may from time to time, at its discretion, determine the Earliest Vesting Date and other subsequent date(s), if any, upon which the Awarded Shares (or the net sale proceeds thereof) held by the Trustee upon trust and which are referable to a Selected Participant shall vest in that Selected Participant. 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:

- (A) grants of “make-whole” Awards to new Employee Participants to replace share awards such Employee Participants forfeited when leaving their previous employers;
- (B) grants to an Employee Participant whose employment is terminated due to death or disability or event of force majeure;
- (C) grants of Awards which are subject to the fulfilment of performance targets pursuant to the terms of the Plan;
- (D) grants of Awards the timing of which is determined by administrative or compliance requirements not connected with the performance of the relevant 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 or compliance requirements;
- (E) grants of Awards with a mixed or accelerated vesting schedule such that the Awards vest evenly over a period of 12 months; or
- (F) grants of Awards with a total vesting and holding period of more than 12 months; or
- (G) such circumstances as set out in paragraph 3.9, 5.2(E) and 12.3

each of which is considered appropriate and serves the purpose of the Plan to provide flexibility to grant Awards (1) as part of competitive terms and conditions to induce valuable talent to join the Group; (2) to reward past contribution which may otherwise be neglected due to administrative or technical reasons; (3) to reward exceptional performers with accelerated vesting; (4) to motivate exceptional performers based on performance metrics rather than time; and (5) in exceptional circumstances such as death of the relevant Employee Participants or in case of takeover or winding up of the Company to provide appropriate safeguard of interests of the relevant Selected Participants so as to be in line with market standard.

- 3.8 Unless otherwise determined by the Board and specified in the Award Notice, vesting of Awards is not subject to any performance target that needs to be achieved by the Selected Participant. Such performance target(s) (if any) may be based on, among others, business or financial performance results, transaction milestones, individual performance appraisal, results of strategic plans formulated by the Selected Participant, developments or breakthroughs in certain markets of the Group and/or the Selected Participant's contribution to the Group (via his/her/its position at the Group or at the Related Entity, or as a Service Provider) and as evaluated by the Group over a specified evaluation period. The methods for assessing how the performance target(s) (if any) are satisfied include but not limited to setting specific targets, establishing a measurement period, evaluating actual performance against these targets, and making any necessary adjustments for exceptional circumstances according to changes in market conditions
- 3.9 Notwithstanding the requirement that the Vesting Date in respect of any Award shall be not less than 12 months from the Grant Date under paragraph 3.7, but subject to paragraph 6.2, at any time prior to a Vesting Date, unless the Board or the Committee otherwise determines, in respect of a Selected Participant who died, all the Awarded Shares of the Selected Participant shall be deemed to be vested on the Selected Participant on the day immediately prior to his death.
- 3.10 Subject to paragraph 5.3, in the event of the death of a Selected Participant, the Trustee shall hold the vested Awarded Shares and the dividends and other distributions declared and made in respect of the vested Awarded Shares (hereinafter referred to as "**Benefits**") upon trust and to transfer the same to the Personal Representative(s) of the Selected Participant and the Trustee shall hold the Benefits or so much thereof as shall not be transferred or applied under the foregoing powers within:
- (A) two years of the death of the Selected Participant (or such longer period as the Trustee and the Board or the Committee shall agree from time to time) or
 - (B) the Trust Period (as defined in the Trust Deed),
- (whichever is the shorter) upon trust to transfer the same to the Personal Representative(s) of the Selected Participant (as notified by the Board or the Committee in writing together with such documents or evidence of the appointment of the Personal Representative(s) under applicable law as may be reasonably required by the Trustee, whereupon the Trustee shall be discharged from all duties and liabilities in respect of the Selected Participant) 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 as Returned Shares (for shares) and income of the trust fund (for cash) for the purposes of the Plan. Notwithstanding the foregoing, the Benefits held upon the trusts hereof shall until transfer is made in accordance herewith be retained and otherwise dealt with by the Trustee in every way as if they had remained part of the trust fund of the trust constituted by the Trust Deed.
- 3.11 An Award shall be personal to the Selected Participant and shall not be transferable or assignable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any security or adverse interest whatsoever in

favour of any third party over or in relation to an Award or enter or purport to enter into any agreement to do so. Any breach of the foregoing by any Selected Participant shall entitle the Company to cancel the Award made to such Selected Participant, and the Board or Committee shall notify the Trustee in writing accordingly.

- 3.12 Where any Award is specified in the Award Notice to be satisfied by an allotment and issue of new Shares, the Board may in its sole discretion, determine to cancel the Award made to such Selected Participant where reasonable efforts have been made by the Company to obtain the approval of the Listing Committee of the Stock Exchange of the listing of and permission to deal in the Shares to be allotted and issued pursuant to a relevant Award (“**Listing Approval**”), but such Listing Approval was not granted, and the Board shall notify the Selected Participant and the Trustee in writing accordingly.

4. POOL OF AWARDED SHARES

- 4.1 Upon the receipt of an Award Notice, the Trustee shall set aside from the Shares Pool the Awarded Shares provisionally awarded to the Selected Participant to whom such Award Notice relates pending the transfer and vesting of the Awarded Shares under the Award to which such Award Notice relates in accordance with paragraph 5. The Trustee shall hold the Awarded Shares so set aside during the Vesting Period on the terms of the Trust Deed. The Trustee may, at any time during the continuation of the Plan and the Trust Deed, set aside the appropriate number of Awarded Shares out of a pool of issued Shares, fully paid or credited as fully paid, for the time being and from time to time held by the Trustee pursuant to the Trust Deed (the “**Shares Pool**”) comprising the following:
- (A) such Shares as may be purchased by the Trustee on the Stock Exchange or off the market in accordance with paragraph 4.2 by utilising the Group Contribution and Other Distributions in accordance with paragraph 4.2, but subject to the limitations set out in paragraph 7;
 - (B) such Shares as may be subscribed for by the Trustee in accordance with paragraph 4.2 by utilising the Group Contribution and Other Distributions in accordance with paragraph 4.2, but subject to the limit set out in paragraph 7;
 - (C) such Shares as may be allotted or issued to the Trustee as a holder of Shares, whether by way of scrip dividend or otherwise;
 - (D) such Shares which remain unvested and revert to the Trustee pursuant to paragraph 6 (including the Returned Shares held by the Trustee);
 - (E) such Shares which any person or company recommended by the Company may irrevocably donate or transfer to or irrevocably vest or caused to be vested in the Trustee to be held upon trusts and with and subject to the powers and provisions in the Trust Deed; and/or
 - (F) Such Shares vested and transferred to a Selected Participant but subject to lock-up, which are returned to the Share Pool according to the condition(s) set out in the Award Notice, to form part of the Trust Fund; and/or

(G) Treasury Shares which shall be held by the broker after repurchase of such shares.

4.2 The following provisions of this paragraph 4.2 shall provide for and govern the purchase of and/or subscription for the Awarded Shares by utilising the Group Contribution:

(A) At any time during any particular financial year of the Company, the Board or the Committee, after having regard to all relevant circumstances and affairs of the Group (including without limitation the Group's business and operational conditions, its business plans and cashflow requirements currently and in the near future), may from time to time cause to be paid to the Trustee from the Company's resources such amount of moneys which may be utilised by the Trustee to purchase and/or subscribe for Shares which will constitute the Shares Pool.

(B) Within 30 Business Days on which the trading of the Shares has not been suspended (or such longer period as the Trustee and the Board or the Committee may agree from time to time having regard to the circumstances of the purchase concerned) after receiving (a) the Group Contribution; or (b) any Other Distributions referred to in paragraph 5.2(A); or (c) any proceeds arising from such sales as mentioned in paragraph 5.2(B), the Trustee shall apply the same towards the purchase of the maximum number of board lots of Shares, respectively at the prevailing market price (subject to such maximum price as may be from time to time prescribed by the Board or the Committee). In the event that the Trustee effects any purchases by off-market transactions, the purchase price for such purchases shall not be higher than the lower of the following: (i) the closing market price on the date of such purchase, and (ii) the average closing market price for the five (5) preceding trading days on which the Shares were traded on the Stock Exchange.

(C) Where any Award is specified to be satisfied by an allotment and issue of new Shares to the Trustee, such allotment and issue should only be made upon fulfilment of the condition that the Listing Committee of the Stock Exchange having granted the listing of and permission to deal in the Shares which may be allotted and issued by the Company to the Trustee pursuant to this Plan.

(D) Where any Award is proposed to be satisfied by an allotment and issue of new Shares to the Trustee, the Board or the Committee shall notify the Trustee in writing upon the satisfaction of the conditions referred to in paragraphs 4.2(C) and, subject to paragraph 4.3, the Board or the Committee shall instruct the Trustee in writing to apply to, and the Trustee shall within ten (10) Business Days after actual receipt of such instruction apply to, the Company for the allotment and issue of the appropriate number of new Shares. If the conditions referred to in paragraphs 4.2(C) cannot be satisfied, the Board or the Committee shall forthwith notify and instruct the Trustee and pay or procure to be paid the Group Contribution to the Trustee. Upon the receipt of the instruction and Group Contribution from the Company, the Trustee shall, subject to paragraph 4.3, satisfy any shortfall, actual or contingent, in the Awarded Shares by purchasing the relevant number of Shares on the Stock Exchange in accordance with paragraph 4.2(B), provided that if any Award is proposed to be made to a

Connected Person, any allocation of funds by the Company to the Trustee for this purpose shall satisfy all applicable requirements of Chapter 14A of the Listing Rules.

- (E) If:
- (i) the Group Contributions received by the Trustee have been applied for purchases of and/or subscriptions for such number of Shares which reaches the maximum number of issued Shares as provided under paragraph 7; or
 - (ii) there are any excess Group Contributions after all the said purchases and/or subscription,

the excess Group Contributions shall be returned by the Trustee to the Company as soon as reasonably practicable after completion of all such purchases and/or subscription.

- (F) For the avoidance of doubt, Shares purchased and/or subscribed for under this paragraph 4.2 shall form part of the capital of the trust fund of the trust constituted by the Trust Deed.

- 4.3 If any proposed purchase of or, as the case may be, subscription for Shares under paragraph 4.2 shall fall on any day on which the Board or the Committee is restricted from making any Award or giving any instruction as referred to in paragraph 3.6, the Trustee shall not effect the relevant purchase and/or subscription. The Trustee shall notify the Board or the Committee in writing at least three (3) Business Days in advance of a proposed date of purchase and/or subscription under paragraph 4.2 and the Board or the Committee shall instruct the Trustee in writing at least two (2) Business Days prior to such proposed date of purchase and/or subscription if such purchase and/or subscription has to be postponed by reason of this paragraph 4.3, whereupon such purchase and/or subscription shall be postponed to such date as notified by the Board or the Committee in writing (and in case the Shares are not traded on the Stock Exchange on such date, the next Business Day on which the Shares are traded on the Stock Exchange).

5. VESTING OF THE AWARDED SHARES

- 5.1 Subject to paragraphs 5.2(E) and 6, the Trustee shall transfer to and vest in any Selected Participant the legal and beneficial ownership of the Awarded Shares (or the net sale proceeds thereof) to which such Selected Participant is entitled under the relevant Award as soon as practicable after the latest of:
- (a) the Earliest Vesting Date as specified in the Award Notice to which such Award relates;
 - (b) the receipt by the Trustee of the requisite information and documents stipulated by the Trustee within the stipulated period; and
 - (c) where applicable, the date on which the condition(s) and/or performance target(s) (if any) to be attained or paid by such Selected Participant as specified in the

related Award Notice have been attained or paid and notified to the Trustee by the Board or the Committee in writing.

5.2 During the Vesting Period:

- (A) any dividends and other distributions declared and made in respect of any Awarded Shares (“**Other Distributions**”) shall belong to the Trustee and the relevant Selected Participant shall not have any right whatsoever in such Other Distributions in respect of any Awarded Shares or otherwise unless and until the relevant Awarded Shares are vested in such Selected Participant in accordance with paragraph 5.1. Such Other Distributions shall be applied to subscription for and/or purchase of Shares for the purpose of satisfying any further Awards by the Board or the Committee in accordance with paragraph 4.1 and, upon termination of the Plan, shall be treated and dealt with as income of the trust fund under the Trust Deed generally and, for administration of the Plan, the Trustee shall be entitled to use and/or transfer such Other Distributions in any manner as directed by the Board or the Committee;
- (B) if the Company offers to Shareholders new Shares or other securities for subscription by way of rights, options or warrants and no amount is required to be payable by the Shareholders for such rights, options or warrants, the Trustee may (after obtaining a written consent from the Board or the Committee) (i) sell any nil-paid rights, options or warrants allocated to it in respect of the Awarded Shares held by the Trustee if there is an open market for such rights, options or warrants, or (ii) take steps to exercise such nil-paid rights, options or warrants by applying the Group Contributions in the form of cash then held by the Trustee. The net proceeds of such sale (if so sold) shall be applied to subscription for and/or purchase of Shares for the purpose of satisfying any further Awards by the Board or the Committee in accordance with paragraph 4.2 and, upon termination of the Plan, shall be treated and dealt with as income of the trust fund under the Trust Deed generally. For the avoidance of doubt, no Selected Participants shall have any right to, or interest in, any nil-paid rights, options or warrants (or the underlying Shares, or the proceeds of sale of any such nil-paid rights, options or warrants) allocated under such offer, or any Shares arising from the exercise of such nil-paid rights, options or warrants;
- (C) if the Company offers to the Shareholders new shares or other securities for subscription by way of rights, options, warrants or other open or preferential offer and consideration is required to be paid for the taking up and/or the exercise of such rights, options, warrants or open or preferential offer, the Trustee may (after obtaining a written consent from the Board or the Committee) (i) decline to take up, purchase and/or subscribe for such rights, options, warrants or open or preferential offer, or (ii) take steps to take up, purchase and/or subscribe (in whole or in part) for such rights, options, warrants or open or preferential offer by applying the Group Contributions in the form of cash then held by the Trustee. For the avoidance of doubt, no Selected Participants shall have any right to, or interest in, any such offer;
- (D) without prejudice to sub-paragraph (A) above, with respect to any dividends declared by the Company and in connection with which the Company allows its

Shareholders to elect to receive Shares in lieu of cash (as provided for in the relevant announcement and/or circular of the Company), then in respect of the Awarded Shares provisionally set aside for any Selected Participant which have not vested, the Trustee (after obtaining a written consent from the Board or the Committee) shall determine whether it shall elect to receive Shares in lieu of cash or cash in respect of such dividends, and any such scrip dividend or cash dividend so elected and received by the Trustee shall be treated as and constitute Other Distributions referred to in paragraph 5.2(A). For the avoidance of doubt, no Selected Participants shall have any right to give any direction to, or make any claim against, the Trustee in relation to the making of the said election; and

- (E) Notwithstanding the requirement that the Vesting Date in respect of any Award shall be not less than 12 months from the Grant Date under paragraph 3.7, in the event of a dissolution or liquidation of the Company, or if there is an event of change in control of the Company, or if a general or partial offer, whether by way of takeover offer, share repurchase offer or scheme of arrangement or otherwise in like manner is made to all the Shareholders (or all Shareholders other than the offeror, any persons controlled by the offeror and any persons acting in association or concert with the offeror), and such offer becomes or is declared unconditional prior to the vesting of the Awarded Shares in the relevant Selected Participants pursuant to paragraph 5.1, the Selected Participant shall be entitled to, subject to the direction of the Board or the Committee, be vested with all of his Awarded Shares at any time before the expiry of the period of ten (10) Business Days following the date on which the offer becomes or is declared unconditional. For the purpose of this paragraph 9.3, “control” shall have the meaning as specified in The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission from time to time.

- 5.3 In the event that a Selected Participant dies prior to the Vesting Date of the Award relating to such Selected Participant, and such Award has not lapsed or been cancelled by reason of paragraphs 3.9 or 6, the Awarded Shares under such Award shall be held by the Trustee on behalf of the Personal Representative(s) of such Selected Participant and the Trustee shall transfer to such Personal Representative(s), as notified by the Board or the Committee in writing together with such documents or evidence of the appointment of the Personal Representative(s) under applicable law as may be reasonably required by the Trustee, such Awarded Shares within a reasonable time after the receipt by the Trustee of the aforesaid documents, whereupon the Trustee shall be discharged from all duties and liabilities in respect of such Selected Participant.

6. LAPSE OF AWARDS AND RETURNED SHARES

- 6.1 In the event that any Selected Participant who is an Employee Participant or Related Entity Participant ceases to be an Employee Participant or Related Entity Participant by virtue of a corporate reorganisation of the Group or the Related Entity, then any Award made to such Selected Participant shall forthwith lapse and be cancelled the Shares to satisfy such Award will not be regarded as utilised the purpose of the Plan Mandate Limit.
- 6.2 In the event that prior to or on the Vesting Date:

- (i) a Selected Participant ceases to be an Employee Participant or Related Entity Participant other than (a) by reason of retirement (in which case the Awards shall continue to vest in accordance with the Vesting Date(s) set out in the Award Notice) or (b) for reason as provided in paragraph 3.9; or
- (ii) the Subsidiary or Related Entity by which a Selected Participant is employed or, in respect of a deceased or retired Selected Participant under paragraph 3.9, was employed immediately prior to his death or retirement, ceases to be a Subsidiary or Related Entity of the Company (or of a member of the Group); or
- (iii) the Board or the Committee shall at its absolute discretion determine in respect of a Service Provider that:
 - (a) the Service Provider or his associate has committed any breach of any contract entered into between the Service Provider or his associate on one part and any member of the Group on the other part as the Board or the Committee may in its absolute discretion determine; or
 - (b) the Selected Participant has been guilty of misconduct, or has committed any act of bankruptcy or has become insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made any arrangement or composition with his creditors generally, or has been convicted any criminal offence involving his integrity or honesty; or
 - (c) the Selected Participant could no longer make any contribution to the growth and development of any member of the Group by reason of the cessation of its relationship with the Group or by any other reasons whatsoever; or
- (iv) an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company),

(each of the above event, an event of “**Total Lapse**”), unless the Board in its sole and absolute discretion determines otherwise, the Award shall automatically lapse forthwith and all the Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Plan.

6.3 In the event that prior to or on the Vesting Date:

- (i) a Selected Participant is found to be an Excluded Participant; or
- (ii) (subject to paragraph 3.10) a Selected Participant fails to return duly executed transfer documents prescribed by the Trustee (or such later date as may be determined by the Board or the Committee at its sole and absolute discretion having to all relevant circumstances) for the relevant Awarded Shares within the stipulated period (whether in the ordinary vesting pursuant to the vesting timetable set out in paragraph 3.7 or on such other dates as provided in or determined in accordance with these rules of the Plan);

(each of the above event, an event of “**Partial Lapse**”), the relevant part of an Award (or such part of Award as determined by the Board in its sole and absolute discretion) made to such Selected Participant shall automatically lapse forthwith and the relevant Awarded Shares shall not vest on the relevant Vesting Date (or in the circumstances as set out in paragraph 3.9, shall no longer be deemed to have vested) but the Awarded Shares shall become Returned Shares and the dividends and other distributions declared and made in respect of the deemed vested Awarded Shares shall form part of the income of the trust fund for the purposes of the Plan.

6.4 Except in the circumstances as set out in paragraph 3.9 in respect of the death of a Selected Participant or retirement of a Selected Participant at his normal retirement date or earlier by agreement with the Company or the Subsidiary or the Related Entity, or a Total Lapse,

- (A) subject to sub-paragraph (C) and barring any unforeseen circumstances, unless otherwise agreed between the Board or the Committee and the Trustee, one (1) month prior to any Vesting Date, the Trustee shall send to the relevant Selected Participant (via the Company) a direction form together with such prescribed transfer documents and checklist of information and/or documents which require the Selected Participant to execute and/or provide as well as to decide whether the relevant Awarded Shares (or any portion thereof) shall be sold to effect the transfer and/or sale of the Awarded Shares on or as soon as practicable after the relevant Vesting Date;
- (B) subject to the receipt by the Trustee no later than the date falling seven (7) Business Days before the relevant Vesting Date of (i) the completed direction form and prescribed transfer documents and requisite information and/or documents prescribed by the Trustee and duly signed by the Selected Participant within the period stipulated in the direction form / checklist referred to in paragraph 6.4(A) hereof, and (ii) a confirmation from the Company that all vesting conditions having been fulfilled, the Trustee shall as soon as practicable transfer the relevant Awarded Shares to the relevant Selected Participant and/or sell the relevant Awarded Shares and pay the net sale proceeds thereof to the relevant Selected Participant; and
- (C) in the event that the number of Business Days between the date of the Award Notice and the Earliest Vesting Date is less than one month, the Trustee shall (within five (5) Business Days from the date of it being notified by the Board of the making of the Award in accordance with paragraph 3.4) send to the relevant Selected Participant (via the Company) a direction form together with such prescribed transfer documents and checklist of information and/or documents which require the Selected Participant to execute and/or provide as well as decide whether the relevant Award Shares (or any portion thereof) shall be sold to effect the transfer and/or sale of the Awarded Shares on or as soon as practicable after the relevant Vesting Date.

6.5 The Trustee shall hold Returned Shares exclusively for the benefit of all or one or more of the Eligible Participants (excluding any Excluded Participants) as the Board or the

Committee shall in its absolute discretion at any time determine and select in writing as the Selected Participant(s).

- 6.6 In the event that the Board or the Committee determines in its absolute discretion that any condition(s) and/or performance target(s) to be duly fulfilled by such Selected Participant as specified in the related Award Notice has not been duly fulfilled or has not been waived by the Board or the Committee, the Board or the Committee shall be entitled to determine that the Award made to such Selected Participant shall lapse forthwith and the relevant Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Plan.
- 6.7 If any Award shall lapse in accordance with this paragraph 6, the Board or the Committee shall notify the Trustee in writing accordingly.

7. PLAN LIMIT

- 7.1 The aggregate maximum number of Shares (“**Plan Mandate Limit**”) to be subscribed by the Trustee by applying the Group Contribution pursuant to paragraph 4.2 for the purpose of the Plan to be issued in respect of all awards and options to be granted under the Plan and any other share schemes adopted or to be adopted by the Company that involve(s) the issuance of new Shares and the transfer of Treasury Shares from time to time, shall not exceed 10% of the total number of issued Shares (excluding Treasury Shares) as at the Adoption Date unless the Company obtains an approval from its Shareholders for refreshment of the Scheme Mandate Limit in accordance with paragraph 7.5 below. Within the Plan Mandate Limit, the aggregate maximum number of Shares which may be newly issued (and, together with Treasury Shares which may be transferred, as applicable) in respect of all awards and options granted to Service Providers under the Plan and any other share schemes of the Company that involve(s) the issuance of new Shares and the transfer of Treasury Shares shall not exceed 1% of the total number of issued Shares (excluding Treasury Shares) (“**Service Provider Sub-limit**”) as at the Adoption Date or the relevant date of approval of the refreshment of the Service Provider Sub-limit. The Board or the Committee shall not instruct the Trustee to subscribe for any Shares for the purpose of the Plan when such subscription will result in the Plan Mandate Limit or the Service Provider Sub-limit being exceeded.

For the avoidance of doubt, the Scheme Mandate Limit and the Service Provider Sublimit do not apply to Share Awards that are funded by existing Shares (such as Returned Shares) to be held by the Trustee, and there is no upper limit for Share Awards in this regard.

- 7.2 Awards lapsed in accordance with the paragraph 6 of the Plan will not be regarded as utilised for the purpose of calculating the Plan Mandate Limit or the Service Provider Sub-limit. If the Company conducts any capitalisation issue, rights issue, share consolidation, share sub-division or capital reduction, the maximum number of Shares that may be issued by the Company, subscribed for by the Trustee pursuant to the Plan and all other share option schemes and other share schemes of the Company under the unutilised Plan Mandate Limit or the Service Provider Sub-limit shall be adjusted accordingly, with reference to the total number of issued Shares at the date immediately before and after such event and rounded to the nearest whole Share, such that the Select Participants will be entitled to the same proportion of the Company’s equity capital as to which such Select Participants previously entitled to. In respect of any such adjustments,

other than any made on a capitalisation issue, an independent financial adviser or the Company's auditors must confirm to the Directors in writing that the adjustments satisfy the requirements under the Notes to Rules 17.03(13) of the Listing Rules.

7.3 Any grant of Awards to any Director, chief executive or substantial Shareholder of the Company, or any of his 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). In addition:

(A) where any grant of Awards (excluding grant of share options) to any Director (other than an independent non-executive Director) or chief executive of the Company, or any of his respective associates, would result in the Shares issued and to be issued (or the Treasury Shares to be transferred, as applicable) in respect of all Awards granted (excluding any Awards lapsed in accordance with the terms of this Plan) 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 (excluding Treasury Shares) at the date of such grant; or

(B) where any grant of Awards to an independent non-executive Director or substantial Shareholder of the Company (or any of his respective associates) would result in the number of Shares issued and to be issued in respect of all (i) options; and (ii) awards involving issue of new Shares (regardless whether such awards are granted under the Plan or any other share scheme(s) of the Company) (excluding any options or awards lapsed in accordance with the terms of the Plan or any other share scheme(s) of the Company) to such person in the 12 month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of Shares in issue (excluding Treasury Shares), such further grant of Awards must be approved by Shareholders of the Company in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules.

(C) In the circumstances described in 7.3(A) and (B) above, the Company must send a circular to the Shareholders. The Selected Participants, his 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.

7.4 The maximum number of Shares, in a 12-month period up to and including the date of award, which may be subject to an Award or Awards to a Selected Participant together with any Shares to be issued under any options granted to such Selected Participant under any share option schemes of the Company shall not (i) in aggregate exceed 1% of the issued share capital of the Company; and (ii) exceed any limits applicable to such Selected Participant under the Listing Rules. Any further grant of Awards must be separately approved by the Shareholders in general meeting with such Eligible Participant and his or her close associates (or his or her associates if the Eligible Participant is a connected person) abstaining from voting. The Company must then send a circular to its Shareholders and the circular must disclose the identity of the Eligible Participants, the number and terms of the Awards to be granted and Awards previously granted to such Eligible Participant and the information required under the Listing Rules. The number and terms of the Awards to be granted to such Eligible

Participant must be fixed before Shareholders' approval.

- 7.5 The Company may seek approval by its shareholders in general meeting for refreshing the Plan Mandate Limit and/or the Service Provider Sub-limit after three years from the date of shareholders' approval for the last refreshment or the adoption of the Plan and in accordance with the applicable Listing Rules.
- 7.6 If the Company cancels the Awarded Shares granted to a Selected Participant and makes a new grant to the same Selected Participant, such new grant may only be made under this Plan with available Plan Mandate Limit approved by the Shareholders as mentioned in paragraph 7.1 and granted in compliance with the terms of this Plan, the Listing Rules and the applicable laws or regulations. The Awarded Shares so cancelled will be regarded as utilized for the purpose of calculating the Plan Mandate Limit (and the Service Provider Sub-limit thereunder as applicable).

**8. VOTING RIGHTS REGARDING SHARES IN SHARES POOL AND
SELECTED PARTICIPANTS HAVING NO RIGHTS**

- 8.1 The Trustee shall not exercise the voting rights in respect of any Shares held under the trust constituted by the Trust Deed (including but not limited to any Shares in the Shares Pool, the Awarded Shares, the Returned Shares, any bonus Shares and scrip Shares). In particular, the Trustee holding unvested Shares under the Plan, 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.
- 8.2 The Selected Participants shall not have any right to receive any Awarded Shares set aside for them pursuant to paragraph 4 unless and until the Trustee has transferred and vested the legal and beneficial ownership of such Awarded Shares to and in the Selected Participants in accordance with the terms hereof. For the avoidance of doubt:
- (A) a Selected Participant shall only have a contingent interest in the Awarded Shares which are referable to him subject to the vesting of such Shares in accordance with paragraph 5.1;
 - (B) a Selected Participant shall have no rights in the Residual Cash or any of the Returned Shares;
 - (C) no instruction may be given by a Selected Participant to the Trustee in respect of the Awarded Shares and/or the Other Distributions and/or such other properties or assets of the trust constituted by the Trust Deed; and
 - (D) a Selected Participant shall have no rights in the fractional share arising out of consolidation of Shares (and such Shares shall be deemed as Returned Shares for the purposes of the Plan);
 - (E) subject to paragraph 3.9, where a Selected Participant ceases to be an employee or a director of the Company, Subsidiary or a Related Entity on the relevant Vesting Date, the award of the Awarded Shares in respect of the relevant Vesting Date shall lapse, such Awarded Shares shall not vest on the

relevant Vesting Date and the Selected Participant shall have no claims against the Company, any Subsidiary, any Related Entity or the Trustee; and

- (F) in the case of the death of a Selected Participant, the Benefits shall be forfeited if no transfer of the Benefits to the Personal Representatives of the Selected Participant is made within the period prescribed in paragraph 3.10 and 5.3, and the Personal Representatives of the Selected Participant shall have no claims against the Company, any Subsidiary, any Related Entity or the Trustee.

9. DISPUTES

Any dispute arising in connection with the Plan shall be referred to the decision of the Board or the Committee who shall act as experts and not as arbitrators and whose decisions shall be final, conclusive and binding on all persons who may be affected thereby.

10. ALTERATION OF THESE RULES OF THE PLAN

- 10.1 These rules of the Plan may be altered by the prior sanction of a resolution passed by the Board or the Committee provided that no such alteration shall operate to affect adversely any rights of any Selected Participant in respect of his Awarded Shares which remain unvested except with the consent in writing of the majority of the Selected Participants whose Awarded Shares remained unvested on that date (but, for the avoidance of doubt, excluding for this purpose any such Shares in respect of which that date is a Vesting Date) as would be required of the holders of Shares under the Articles for a variation of the rights attached to such Shares. The amended terms of the Rules of the Plan must comply with all applicable laws, rules and regulations (including without limitation the Listing Rules). Any alteration to the Rules which are of material nature or relating to the matters as set out in Rule 17.03 of the Listing Rules to the advantage of Eligible Participants must be approved by the Shareholders in general meeting.
- 10.2 Change to the terms of the Awards granted to a Selected Participant must be approved by the Board, the Remuneration Committee, the independent non-executive directors of the Company and/or Shareholders (as the case may be) if the initial grant of the Awards was approved by the Board, the Remuneration Committee, the independent non-executive directors of the Company and/or the Shareholders (as the case may be). This requirement does not apply where the alterations take effect automatically under the existing terms of this Plan.
- 10.3 Any change to the authority of the directors of the Company or scheme administrators to alter the terms of the Plan must be approved by the Shareholders in general meeting.

11. ALTERATION OF CAPITAL STRUCTURE

- 11.1 Upon the occurrence of a Relevant Event, the number of outstanding Awarded Shares that have been granted shall be adjusted in such manner as the Board determines to be fair and reasonable in order to prevent dilution or enlargement of the benefits or potential benefits which the Selected Participants are potentially entitled under the relevant outstanding Awards, provided that:

- (i) any such adjustment must give a Selected Participant the same proportion of the Awarded Shares, rounded to the nearest whole share, as that to which that person was previously potentially entitled under an outstanding Award, but no such adjustments may be made to the extent that a Share would be issued at less than its nominal value;
- (ii) all fractional Shares (if any) arising out such a Relevant Event shall be deemed as Returned Shares and shall not be transferred to the relevant Selected Participant on the relevant Vesting Date;
- (iii) in respect of any such adjustments, other than any made on a capitalisation issue, an independent financial adviser or the Company's auditors must confirm to the Directors in writing that the adjustments satisfy the requirements set out under the Notes to Rule 17.03(13) of the Listing Rules.

12. TERMINATION

12.1 The Plan shall terminate on the earlier of:

- (i) on the 10th anniversary date of the adoption of the 2021 Share Award Scheme; and
- (ii) such date of early termination as determined by the Board or the Committee and notified to the Trustee in writing, provided that such termination shall not affect any subsisting rights of any Selected Participant hereunder.

12.2 If, at the date of the termination of the Plan, the Trustee holds any Share which has not been set aside pursuant to paragraph 3 in favour of any Selected Participant or retains any unutilised funds received as the Group Contribution or otherwise, then the Trustee shall, within twenty-one (21) Business Days (on which the trading of the Shares has not been suspended) after receiving actual notice of such termination, sell such Shares and remit the proceeds of sale (after making appropriate deductions in respect of stamp duty and other costs, liabilities and expenses in accordance with the Trust Deed) together with such unutilised funds to the Company.

12.3 Upon termination of the Plan:

- (A) Notwithstanding the requirement that the Vesting Date in respect of any Award shall be not less than 12 months from the Grant and subject to the decision of the Board or the Committee and paragraph 3.7, all the Awarded Shares shall become vested in the Selected Participant (which shall only be applicable to Employee Participants for the purpose of paragraph 3.7 above) on such date of termination, save in respect of any event of the Total Lapse;
- (B) Returned Shares and such non-cash income remaining in the trust fund shall be sold by the Trustee, within twenty-one (21) Business Days (on which the trading of the Shares has not been suspended) of receiving notice of such termination of the Plan (or such longer period as the Board or the Committee may otherwise determine);

(C) Residual Cash, net proceeds of sale referred to in paragraph 12.3(B) hereof and such other funds remaining in the trust constituted by the Trust Deed (after making appropriate deductions in respect of all disposal costs, liabilities and expenses in accordance with the Trust Deed) shall be remitted to the Company forthwith after the sale. For the avoidance of doubt, the Trustee may not transfer any Shares to the Company nor may the Company otherwise hold any Shares whatsoever (other than its interest in the proceeds of sale of such Shares pursuant to Paragraph 12.3(B) hereof).

12.4 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 Plan.

13. MISCELLANEOUS

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

13.2 The Company shall bear the costs and expenses of establishing, administering and implementing the Plan (including, for the avoidance of doubt, the Trustee's fees and costs, any transaction levy, investor compensation levy, brokerage, trading fee, trading tariff, stamp duty and any other tax and expenses of whatsoever nature payable on the part of a Selected Participant or the Trustee in respect of any sale, purchase, vesting or transfer of, or subscription for, Shares pursuant to the Plan), but excluding any costs, expenses, levies and taxes which are determined by the Board or the Committee (in their absolute discretion) to be payable due to reasons, factors or circumstances which are personal or pertaining to the relevant Selected Participant(s) or otherwise unrelated to the making of the relevant Award under the Plan and which shall be payable by the relevant Selected Participant(s).

13.3 Any notice or other communication between the Company, the Board or the Committee, any Selected Participant and/or the Trustee may be given by sending the same by electronic mail, prepaid post or by personal delivery to:

(A) in the case of the Company or the Board or the Committee, the principal place of business of the Company in Hong Kong;

(B) in the case of the Trustee, its registered office or principal place of business in Hong Kong or such other address as notified by the Trustee to the Company from time to time; and

(C) in the case of any Selected Participant, his last known address as notified by such Selected Participant to the Company from time to time or, if none or incorrect or out of date, his last place of employment with the Group or the Related Entity or the Company's principal place of business from time to time.

- 13.4 Any notice or other communication:
- (A) if sent by any Selected Participant, shall be irrevocable and shall not be effective until actually received by the Company, the Board or the Committee and the Trustee (as the case may be);
 - (B) if sent to any Selected Participant shall be deemed to be given or made three (3) days after the date of posting, if sent by local postage pre-paid registered mail to an address in Hong Kong; and five (5) days after the date of posting, if sent by postage pre-paid registered airmail to an address outside Hong Kong; and when delivered, if delivered by hand; and
 - (C) if sent to the Trustee, shall be irrevocable and shall not be effective until actually received by the Trustee.
- 13.5 The Plan shall not confer on any person any legal or equitable rights against the Company, any Subsidiary, any Related Entity and the Trustee, or any of them, directly or indirectly or give rise to any cause of action at law or in equity against the Company, any Subsidiary, any Related Entity and the Trustee, or any of them.
- 13.6 A Selected Participant shall, before accepting an Award and taking the transfer and vesting of the related Awarded Shares (or the net sale proceeds thereof) to and in him, obtain all necessary consents that may be required to enable him to accept such Award and take such transfer and vesting of the related Awarded Shares (or the net sale proceeds thereof), as the case may be, in accordance with these rules of the Plan. By accepting an Award, the Selected Participant is deemed to have represented to the Company and the Trustee that he has obtained all such consents. Compliance with this paragraph shall be a condition precedent to an acceptance of an Award by a Selected Participant. A Selected Participant shall indemnify the Company and the Trustee, as the case may be, fully against all claims, demands, liabilities, actions, proceedings, fees, costs and expenses which the Company or the Trustee, as the case may be, may suffer or incur (whether alone or jointly with other party or parties) for or in respect of any failure on the part of such Selected Participant to obtain any necessary consent or to pay tax or other liabilities in relation to or in connection with his acceptance of the Award and taking the transfer and vesting of the related Awarded Shares (or the net sale proceeds thereof) to and in him as referred to in this paragraph 13.6.
- 13.7 A Selected Participant shall pay all tax and discharge all liabilities to which he may become subject or liable as a result or consequence of his participation in the Plan, acceptance of any Award made hereunder, and taking the transfer and vesting of the related Awarded Shares (or the net sale proceeds thereof) to and in him, or any of the foregoing.
- 13.8 A Selected Participant shall indemnify the Company, any Subsidiary, any Related Entity and/or the Trustee against any liability each of them may have to pay or account for any taxes, including any withholding liability in connection with any taxes, and to give effect to this, the Trustee or the Company may, notwithstanding anything else herein contained (but subject to applicable law):
- (A) reduce or withhold the number of the Selected Participant's Awarded Shares

underlying the Award (the number of Awarded Shares underlying the Award that may be reduced or withheld shall be limited to the number of Awarded Shares that have a fair market value on the date of withholding that, in the reasonable opinion of the Board or the Committee, is sufficient to cover such liability);

- (B) sell, on the Selected Participant's behalf, such number of Awarded Shares to which the Selected Participant becomes entitled under the Plan 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 Plan or from any payments due from the Company, any Subsidiary, or any Related Entity to the Selected Participant; and/or
- (D) require the Selected Participant to remit to the Company, any Subsidiary, or any Related Entity 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 the Company, any Subsidiary, 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.

For the avoidance of doubt, the Trustee shall not be obliged to transfer any Awarded Shares (or the net sale proceeds thereof) to a Selected Participant unless and until the Selected Participant satisfies the Trustee and the Company that such Selected Participant's obligations under this paragraph 13.8 have been met.

- 13.9 The Selected Participant and/or the Company shall be responsible for any tax reporting obligations to any relevant tax authorities, and to notify the Trustee in a timely manner of any tax reporting obligations that the Trustee may have to enable the Trustee to fulfil such reporting obligations, including providing the Trustee with all information and documents required by the relevant tax authorities to fulfil its Common Reporting Standard ("CRS") and Foreign Account Tax Compliance Act ("FACTA") reporting obligations.
- 13.10 The Trustee may rely on the Award Notices and instructions and directions in writing, or any of them, given to it by the Board or the Committee from time to time under the Plan, and the contents thereof, without further and/or independent inquiry or verification, and may assume the same and the transactions contemplated thereby to be in compliance with all applicable laws, rules, regulations, codes, and guidelines, whether statutory, regulatory, administrative or otherwise and whether having the force of law, and these rules of the Plan and the Trust Deed.
- 13.9 In respect of the administration of the Plan, the Company shall comply with all applicable disclosure regulations including without limitation those imposed by the Listing Rules from time to time.

14. CONDITIONS

- 14.1 The Plan is conditional upon:

- (A) the passing of an ordinary resolution by the Shareholders at a general meeting to approve the adoption of the Plan and authorising the Directors to grant Awards thereunder and to allot, issue and deal with Shares pursuant to the grant of any Awards in accordance with the terms and conditions of the Plan; and
 - (B) the Listing Committee of the Stock Exchange granting approval of the listing of, and permission to deal in, such number of Shares representing the Plan Mandate Limit (as defined in paragraph 7.1) to be allotted and issued by the Company pursuant to the grant of Awards in accordance with the terms and conditions of the Plan; and
- 14.2 If the conditions referred to in paragraph 14.1 are not satisfied on or before the date falling sixty (60) days after the date of the general meeting held for the purpose of approving the Plan, the Plan shall forthwith determine and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the Plan.
- 14.3 Reference in paragraph 14.1(B) to the Listing Committee of the Stock Exchange formally granting the listing and permission referred to therein shall include any such listing and permission which are granted subject to the fulfilment of any condition precedent or condition subsequent.
- 14.4 A certificate of a Director that the conditions set out in paragraph 14.1 have been satisfied and the date on which such conditions were satisfied or that such conditions have not been satisfied as of any particular date and the exact date of the Adoption Date shall be conclusive evidence of the matters certified.

15. RANKING OF SHARES

The Awarded Shares to be allotted and issued (or the Treasury Shares to be transferred, as applicable) pursuant to the rules of the Amended Share Award Scheme shall be identical to all existing issued Shares and shall be allotted and issued (or transferred) subject to all the provisions of the Articles for the time being in force and will rank *pari passu* with the other fully paid Shares in issue on the date the name of the Grantee is registered on the register of members of the Company (or the date of transfer of Treasury Shares, as the case may be). For the avoidance of doubt, a Grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of the Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration.

16. GOVERNING LAW

- 16.1 The Plan shall operate subject to the Articles.
- 16.2 The Plan shall be governed by and construed in accordance with the laws of Hong Kong.

***** End of these rules of the Plan *****