

RULES RELATING TO
THE SHARE AWARD PLAN

有關股份獎勵計劃的
規則

I, _____, the director of Century Sage Scientific Holdings Limited, hereby certify that the rules of the Share Award Plan hereto attached were approved by the Company by resolutions passed by the board of directors of the Company at a meeting held on _____ 2022, and that the date below is the “**Adoption Date**” as defined in such rules:

本人 _____ 為世紀睿科控股有限公司的董事，茲證明本文件所附股份獎勵計劃的規則已透過本公司董事會於二零二二年 _____ 舉行的會議上通過的決議案經本公司批准，而以下日期為有關規則所界定的「**採納日期**」：

Adoption Date: **2022**
採納日期： **二零二二年**

Name	:	_____
姓名	:	
Position	:	Director
職位	:	董事

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1. DEFINITIONS AND INTERPRETATION

1. 釋義及詮釋

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

1.1 在本計劃中，除文義另有所指外，以下詞彙具有下列涵義：

“Adoption Date”		the date on which this Plan is adopted by the Shareholders.
「採納日期」	指	本計劃獲股東採納當日。
“Articles”		the articles of association of the Company as adopted or amended from time to time.
「細則」	指	本公司不時採納或修訂的組織章程細則。
“Associates”		shall bear the meaning ascribed thereto in the Listing Rules.
「聯繫人」	指	具有上市規則賦予該詞的涵義。
“Award”		a provisional award of the Awarded Shares made in accordance with paragraph 3.
「獎勵」	指	根據第3段授出的暫定獎勵股份。
“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.
「獎勵通知」	指	授予獎勵後向受託人發送的通知，其中包括第3.4段所述詳情。
“Awarded Share(s)”		the Share(s) provisionally awarded to a Selected Participant pursuant to an Award.
「獎勵股份」	指	根據獎勵，暫定授予選定參與者的股份。
“Board”		the board of Directors.
「董事會」	指	董事會。
“Business Day”		a day on which the Stock Exchange is open for the business of dealing in securities.
「營業日」	指	聯交所開門營業辦理證券交易業務的日子。

“Committee”		the person(s) from time to time delegated by the Board with the power and authority to administer the Plan in accordance with the rules herein.
「委員會」	指	由董事會根據本計劃的規則不時委派具有權力及權限可管理本計劃的人士組成。
“Company”		Century Sage Scientific Holdings 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: 1450.hk).
「本公司」	指	世紀睿科控股有限公司，一家於開曼群島註冊成立的有限公司，其股份於聯交所主板上市(股份代號：1450.hk)。
“Connected Person”		shall have the meaning ascribed thereto under the Listing Rules.
「關連人士」	指	具有上市規則所賦予的涵義。
“Director(s)”		the director(s) of the Company for the time being.
「董事」	指	本公司當時的董事。
“Earliest Vesting Date”		shall have the meaning ascribed thereto in paragraph 3.4(C), which shall be a date not less than 12 months from the date of acceptance of the Award by the relevant Selected Participant unless otherwise permitted under the Listing Rules.
「最早歸屬日期」	指	具有第3.4(C)段所賦予的涵義，除非根據上市規則獲准，否則該日期自有關選定參與者接受獎勵當日起計不得少於十二個月。
“Eligible Participant(s)”		any person belonging to the following classes of participants:
「合資格參與者」	指	<p>屬於以下類別參與者的任何人士：</p> <p>(a) any Employee Participant; (a) 任何僱員參與者；</p> <p>(b) any Related Entity Participant; and (b) 任何有關實體參與者；及</p> <p>(c) any Service Provider. (c) 任何服務供應商。</p>

“Employee Participant(s)” 「僱員參與者」	指 any director and employee of the Company or the Group. 本公司或本集團的任何董事及僱員。
“Excluded Participant” 「除外參與者」	指 any person who is resident in a place where the award of the Awarded 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. 任何居住於法律法規不允許根據本計劃授予獎勵股份及／或歸屬及轉讓股份的地區的人士，或董事會或委員會或受託人(視情況而定)認為，為遵守該地區的適用法律法規，有必要或適宜排除的任何人士。
“Group” 「本集團」	指 the Company and the Subsidiaries. 本公司及其附屬公司。
“Group Contribution” 「集團供款」	指 such contribution in the form of money or otherwise made by the Company or any of its Subsidiaries. 本公司或其任何附屬公司以金錢或其他形式作出的有關貢獻。
“HK\$” 「港元」	指 Hong Kong dollars, the lawful currency of Hong Kong. 港元，香港法定貨幣。
“Hong Kong” 「香港」	指 the Hong Kong Special Administrative Region of the People’s Republic of China. 中華人民共和國香港特別行政區。
“Listing Rules” 「上市規則」	指 the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time. 香港聯合交易所有限公司證券上市規則(經不時修訂)。
“Original Trustee” 「原受託人」	指 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. Tricor Trust (Hong Kong) Limited，一間根據香港法律註冊成立的公司，其註冊辦事處為香港九龍觀塘道348號宏利廣場5樓。

“Other Distributions”		shall have the meaning ascribed thereto in paragraph 5.2(A).
「其他分派」	指	具有第5.2(A)段所賦予的涵義。
“Partial Lapse”		shall have the meaning as set out in paragraph 6.3.
「部分失效」	指	具有第6.3段所載的涵義。
“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.
「遺產代理人」	指	根據適用於已故選定參與者的繼承法律，有權獲取及接收已歸屬於該選定參與者並構成其遺產一部分的獎勵股份的人士。
“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 11.
「本計劃」	指	由其規則構成的本股份獎勵計劃，以現時形式或可能根據第11段不時作出修改。
“Related Entity”		the holding companies, fellow subsidiaries or associated companies of the Company.
「有關實體」	指	本公司的控股公司、同系附屬公司或聯營公司。
“Related Entity Participant(s)”		directors and employees of the Related Entity.
「有關實體參與者」	指	有關實體的董事及僱員。
“Remuneration Committee”		the remuneration committee of the Company as appointed by the Board from time to time.
「薪酬委員會」	指	董事會不時委任的本公司薪酬委員會。
“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).
「剩餘現金」	指	獎勵股份的信託基金內剩餘的現金(包括於香港持牌銀行存置存款產生的利息收入，以及並無用於收購股份的銷售所得款項)。

“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 such Shares being deemed to be Returned Shares.
「退還股份」	指 根據本計劃的條款未歸屬及／或被沒收的獎勵股份(不論因完全失效或部分失效或其他原因)，或被視為退還股份的股份。
“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(s).
「選定參與者」	指 根據獎勵(如文義允許及第5.3段所述)為其暫定撥出股份的任何合資格參與者或遺產代理人。
“Service Provider(s)”	persons providing services to the Group on a continuing basis in its ordinary and usual course of business which are in the interests of the long term growth of the Group as determined by the Board pursuant to the criteria set out in paragraph 3.4.
「服務商」	指 以為本集團的長遠發展為基礎持續為本集團日常及一般業務過程中提供服務的人士，乃由董事會根據第3.4段所載標準釐定。
“Shareholder(s)”	the holder(s) of Share(s).
「股東」	指 股份持有人。
“Shares”	ordinary shares of HK\$0.01 each in the capital of the Company, or if there has been a sub-division, consolidation, reclassification or reconstruction or reduction or reorganisation of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company as shall result from any of such sub-division, consolidation, re-classification or reconstruction or reduction or reorganisation.
「股份」	指 本公司股本中每股面值0.01港元的普通股，或倘本公司股本進行拆細、合併、重新分類或重整或削減或重組，則將因任何有關拆細、合併、重新分類或重整或削減或重組而產生構成本公司普通股本一部分的股份。

“Shares Pool” 「股份池」	指 shall have the meaning ascribed to it in paragraph 4.1. 具有第4.1段所賦予的涵義。
“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).
「聯交所」	指 香港聯合交易所有限公司或(倘文義所指)香港當時的其他主要證券交易所或作為股份當時及不時上市或交易的主要證券交易所的其他證券交易所(由董事會釐定)。
“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.
「附屬公司」	指 屬本公司當時及不時的附屬公司(定義見香港法例第622章公司條例第1部第4分部)的公司(不論於香港或其他地方註冊成立)。
“Total Lapse” 「完全失效」	指 shall have the meaning as set out in paragraph 6.2. 具有第6.2段所載的涵義。
“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.
「信託契據」	指 本公司(作為委託人)將與受託人(作為受託人所持有或將持有股份及其他信託基金(如有)的受託人)訂立的信託契據，惟須受其條款規限(經不時修訂)。
“Trustee”	the Original Trustee or other trustee or trustees as shall be appointed pursuant to and in accordance with the terms of the Trust Deed.
「受託人」	指 原受託人或根據並按照信託契據的條款獲委任的一名或多名其他受託人。

“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.

「歸屬日期」

指就任何選定參與者而言，如第5.1段所述獎勵股份的法定及實益擁有權根據獎勵歸屬予該選定參與者的日期。

“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).

「歸屬期間」

指就任何選定參與者而言，自第4.1段所述獎勵股份已根據獎勵暫時撥予有關選定參與者當日開始並於歸屬日期結束的期間(包括首尾兩日)。

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.

1.2 於本規則內：

- (A) 標題僅供參考，在詮釋本計劃的規則時應予忽略；
- (B) 凡對段落或分段的提述乃指對本計劃的段落或分段的提述；
- (C) 包含單數的詞彙包括複數，反之亦然；
- (D) 包含一種性別的詞彙包括兩種性別及中性，反之亦然；
- (E) 對人士的提述包括法人團體及非註冊成立團體；
- (F) 對任何法定機構規定的任何法定條款或規則的提述應包括不時修訂、合併及重新制定的法定條款或規則；和
- (G) 對任何法定機構的提述應包括其繼任人以及為取代或承擔其職能而設立的任何機構。

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) to 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. 目的、管理及期限

2.1 本計劃旨在透過股份獎勵：

(A) 表揚及獎勵若干合資格參與者對本集團增長及發展作出的貢獻並給予獎勵，以挽留彼等繼續為本集團的持續營運及發展效力；及

(B) 為本集團進一步發展吸引合適人才。

2.2 本計劃須由董事會或委員會管理，而其就本計劃或其詮釋或影響產生的所有事宜作出的決定均為最終、不可推翻及對可能因此受影響的所有人士具有約束力，惟有關管理不得損害根據信託契據所規定受託人的權力；而為免生疑問，薪酬委員會將有權推薦及／或決定（根據及受限於本計劃所規定的條款及條件）選定參與者的甄選、將授予各選定參與者的獎勵股份數目及本計劃明確規定或根據上市規則或其他適用法律、法例及法規的其他相關事宜。倘選定參與者或其聯繫人為董事會成員，則該名人士將就董事會批准向有關選定參與者授予獎勵上放棄投票。

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 Adoption Date, 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 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”) 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 and paragraph 7.3.

2.3 選定參與者須確保根據本計劃接納、歸屬及持有任何獎勵股份以及行使其附帶的所有權利均屬有效，並遵守所有法律、法例及法規，包括其須遵守的所有適用外匯管制、財政及其他法律。作為授出獎勵的先決條件，董事會或委員會可要求合資格參與者就此提供其可能合理要求的證據。

2.4 在第12段的規限下，本計劃將自採納日期起計10年期間內有效及生效，而於該10年期限屆滿後不得作出進一步獎勵，但本計劃的規則將繼續具有十足效力及作用，惟以使先前作出的任何獎勵生效及管理受託人根據信託契據持有的信託財產所需者為限。

3. 股份獎勵

3.1 根據及按照本計劃的規則，董事會或委員會有權(但無責任)於本計劃存續期間內任何時間向任何合資格參與者(按其全權酌情選擇，但不包括任何除外參與者)作出董事會或委員會根據本計劃規則釐定的已發行繳足或入賬列作繳足股份數目的獎勵(「獎勵」)，惟須受第7段的規限。為免生疑問，在如此選定之前，合資格參與者無權參與本計劃。

3.2 在不影響第4.2段的情況下，向任何關連人士作出獎勵須遵守上市規則及第7.3段的適用規定。

- 3.3 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.
- 3.3 任何合資格參與者獲得獎勵的資格須由董事會或委員會不時根據董事會或委員會就其對本集團發展及增長的貢獻及／或未來貢獻的意見而釐定。
- 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:
- 3.4 根據本計劃作出獎勵後，董事會或委員會須以書面通知(「**獎勵通知**」)知會受託人，而在獎勵通知中，董事會或委員會須指明以下各項：
- (A) the name, identity card (or, as the case may be, passport) number and position of the relevant Selected Participant and whether the Selected Participant is a Connected Person;
 - (A) 相關選定參與者的姓名、身份證(或(視情況而定)護照)號碼及職位，以及選定參與者是否為關連人士；
 - (B) the number of Awarded Shares provisionally awarded to the relevant Selected Participant pursuant to such Award;
 - (B) 根據獎勵暫定授予相關選定參與者的獎勵股份數目；
 - (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;
 - (C) 受託人可根據第5.1段向相關選定參與者歸屬獎勵股份(或其相關部分)或其所得款項淨額的法定及實益擁有權的最早日期(「**最早歸屬日期**」)及其他隨後日期(如有)；
 - (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;
 - (D) 於任何獎勵股份(或其銷售所得款項淨額)可根據獎勵轉讓及歸屬予該選定參與者前，相關選定參與者必須妥為達成的條件及／或表現目標(如有)；

(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. The Board or the Committee may in respect of each Award and subject to all applicable laws, rules and regulations determine such performance targets or other criteria or conditions for vesting of Awards in its sole and absolute discretion, such performance targets shall include financial and non-financial parameters, including but not limited to value creation parameters (such as revenue, gross profit and gross merchandise value) and other strategic and organizational health parameters (such as timeliness and accuracy in handling customer feedback and compliance with internal business procedures). For the avoidance of doubt, an Award shall not be subject to any performance targets, criteria or conditions if none are set out in the relevant Award Notice;

(F) 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 therefor; and

(E) 選定參與者的條件及／或表現目標(如有)必須於任何獎勵股份(或其銷售所得款項淨額)可根據有關獎勵轉讓及歸屬予有關選定參與者前由董事會或委員會正式更改或豁免。董事會或委員會可就各項獎勵及根據所有適用法律、規則及法規，全權酌情釐定的有關表現目標或獎勵歸屬的其他標準或條件，而有關表現目標應包括財務及非財務參數，包括但不限於價值創造參數(如收益、毛利及商品總值)以及其他策略及組織健康參數(如處理客戶反饋的及時性及準確性以及遵守內部業務程序)。為免生疑問，倘相關獎勵通知並無載列表現目標、標準或條件所規限，則獎勵不受該等事宜規限；

(F) 獎勵股份或其任何部分是否應透過認購、購買股份及／或獎勵股份或其任何部分是否應透過動用任何退還股份及(就認購而言)其認購價償付；及

(G) 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.

The Board or the Committee may determine in its absolute discretion the amount (if any) payable on application or acceptance of an Award and the period within which any such payments must be made, which amounts (if any) and periods shall be set out in the Award Notice.

Service Provider Participants shall include any contractor, adviser, consultant or expert who provides advisory services, consultancy services, sales and marketing services and technology services to any member of the Group on a continuing or recurring basis (where the continuity and frequency of their services are akin to those of employees of the Group) in its ordinary and usual course of business which are in the interests of the long term growth of the Group provided that (i) placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions, or (ii) professional service providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity must not be Service Provider Participants for the purposes of the Plan.

(G) 董事會或委員會對有關獎勵可能施加的其他條款及條件(與本計劃及信託契據的該等規則並無抵觸)在獎勵股份(或其銷售所得款項淨額)可能轉讓及歸屬予有關選定參與者前由受託人(除非信託契據已規定,否則須經受託人事先書面同意)及相關選定參與者或彼等任何一方施加。

董事會或委員會可全權酌情釐定於申請或接納獎勵時應付的金額(如有)及必須作出任何有關付款的期間,而有關金額(如有)及期間須載於獎勵通知。

服務供應商參與者包括向本集團任何成員公司於其日常及一般業務過程中按持續或經常基準(而其服務的持續性及頻密度與本集團僱員者類似)提供諮詢服務、顧問服務、銷售及市場推廣服務及科技服務且符合本集團長期增長利益的任何業務範疇或業務發展的任何承包商、諮詢人、顧問或專家,惟(i)就集資、合併或收購提供諮詢服務的配售代理或財務顧問,或(ii)就本計劃提供保證或需要公正客觀地履行其服務的核數師或估值師等專業服務供應商不得成為服務供應商參與者。

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 unconditionally accepted by a Selected Participant if the Selected Participant 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 when 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

3.5 董事會或委員會須於向選定參與者暫定授出獎勵後以書面形式通知該等選定參與者，而該通知須載有與獎勵通知所載大致相同的資料，惟根據本計劃的規則，該通知所載內容不得詮釋為於有關獎勵股份的法定及實益擁有權(或其銷售所得款項淨額)歸屬前賦予有關選定參與者任何權利、權益、利益及所有權。倘選定參與者於收到董事會或委員會書面通知本公司其將接納有關獎勵後十(10)個營業日內接納獎勵，則獎勵將被視為獲選定參與者無條件接納。

3.6 只要股份於聯交所上市：

(A) 倘本公司知悉內幕消息，則不得作出獎勵或(視情況而定)董事會或委員會向受託人作出任何指示以收購股份以增加股份池內的股份，直至有關內幕消息已根據香港法例第571章證券及期貨條例刊發之後的交易日(包括該日)為止；及

(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 one month 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.

(B) 董事會或委員會不得於根據上市規則、本公司採納的任何相應守則或證券買賣限制及所有不時適用的法律禁止授予獎勵的期間或時間內，向任何合資格參與者作出任何獎勵或向受託人給予任何指示以收購股份，藉以增加股份池內的股份。在概不限制前述者概括性的情況下，董事會或委員會於緊接下列較早發生者之前一個月起至業績公告日期止的期間內不得向受託人作出獎勵及發出指示以收購股份，藉以增加股份池內的股份：

- (a) 批准本公司任何年度、半年度、季度或任何其他中期期間業績的董事會會議日期（即根據上市規則首次通知聯交所的日期）（不論是否根據上市規則規定）；及
- (b) 本公司根據上市規則規定公佈任何年度或半年度業績的截止日期，或季度或任何其他中期期間（不論上市規則是否有所規定）。

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 or Related Entity Participants to replace share awards such Employee Participants or Related Entity Participants forfeited when leaving their previous employers;
- (b) grants to an Employee Participant or a Related Entity 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 paragraph 3.4;
- (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 or Related Entity Participants, 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;

3.7 在上市規則的規限下，董事會或委員會可不時酌情釐定最早歸屬日期及其他隨後日期(如有)，屆時受託人以信託方式持有並可轉讓予選定參與者的獎勵股份(或其銷售所得款項淨額)將歸屬予該選定參與者。任何獎勵涉及的歸屬日期不得少於自授出日期起計12個月，惟就僱員參與者而言，在以下情況下歸屬日期可能自授出日期起計少於12個月(包括授出日期)：

- (a) 向新僱員參與者或有關實體參與者授出「補償性」獎勵，以取代該等僱員參與者或有關實體參與者離開前僱主時失去的股份獎勵；
- (b) 向因身故或殘疾或不可抗力事件而終止僱傭的僱員參與者或有關實體參與者授出獎勵；
- (c) 根據第3.4段授出須受達成表現目標所規限的獎勵；
- (d) 授出獎勵的時間由與相關僱員參與者或有關實體參與者的表現並無關連的行政或合規規定釐定，而在此情況下，歸屬日期可予調整，以考慮倘不符合有關行政或合規規定而可能授出獎勵的時間；

- (e) grants of Awards with a mixed 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.

3.8 Notwithstanding the provisions of 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:

- (A) 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; or
- (B) (in the case of a Selected Participant who is an Employee Participant or Related Entity Participant) retired at his normal retirement date, 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 normal retirement date; or
- (C) (in the case of a Selected Participant who is an Employee Participant or Related Entity Participant) retired at an earlier retirement date (with prior written agreement given by the Company or the Subsidiary or the Related Entity), 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 earlier retirement date.

- (e) 授出具有混合歸屬時間表的獎勵，致使獎勵於12個月期間內平均歸屬；或
- (f) 授出總歸屬及持有的期間超過12個月的獎勵。

3.8 儘管有第3.7段的條文，但在第6.2段的規限下，於歸屬日期前任何時間，除非董事會或委員會另有決定，否則就符合以下條件的選定參與者而言：

- (A) 倘選定參與者身故，其所有獎勵股份須被視為於緊接其身故前一日已歸屬予選定參與者；或
- (B) (倘選定參與者為僱員參與者或有關實體參與者)於其正常退休日期退休，則選定參與者的所有獎勵股份須被視為於緊接其正常退休日期前一日已歸屬予選定參與者；或
- (C) (倘選定參與者為僱員參與者或有關實體參與者)於較早退休日期退休(經本公司或附屬公司或有關實體事先書面同意)，則選定參與者的所有獎勵股份將被視為於緊接其較早退休日期前一日已歸屬予選定參與者。

3.9 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 (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.

3.9 在第5.3段的規限下，倘選定參與者身故，受託人須以信託方式持有已歸屬的獎勵股份，而就已歸屬的獎勵股份宣派及作出的股息及其他分派(下文稱為「**利益**」)，並將其轉讓予選定參與者的遺產代理人，而受託人須於以下期間內以信託方式持有根據前述權力不得轉讓或應用的利益或其數額：

(A) 選定參與者身故後兩年(或受託人與董事會或委員會不時協定的較長期間)或

(B) 信託期間(定義見信託契據)，

(以較短者為準)並將有關款項轉讓予選定參與者的遺產代理人(經董事會或委員會以書面形式通知，連同受託人根據適用法律可能合理要求的委任遺產代理人的有關文件或憑證，受託人其後須獲解除有關選定參與者的所有職責及責任)，或倘利益因其他原因成為無主財物，則利益須予沒收及不可予以轉讓，而就本計劃而言，利益須作為退還股份(就股份而言)及信託收入(就現金而言)持有。儘管有上述規定，按照本文件以信託方式持有的利益在根據本文件進行轉讓前，應由受託人保留及以其他方式處理，猶如彼等仍為信託契據構成的信託的信託基金的一部分。

3.10 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.

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;

3.10 獎勵屬選定參與者個人所有，不得轉讓或出讓，且選定參與者不得以任何方式出售、轉讓、抵押、按揭、設立產權負擔或以其他方式處置或就或對獎勵增設以任何第三方為受益人的任何抵押或不利權益，或訂立或有意訂立任何協議以進行上述事項。倘任何選定參與者違反前述規定，則本公司有權取消已向該選定參與者作出的獎勵，而董事會或委員會須相應以書面形式通知受託人。

4. 獎勵股份池

4.1 於接獲獎勵通知後，受託人須從股份池中撥出暫定授予與獎勵通知有關的選定參與者的獎勵股份，以待根據第5段轉讓及歸屬與獎勵通知有關的獎勵項下的獎勵股份。受託人須根據信託契據的條款於歸屬期間內持有如此撥出的獎勵股份。受託人可於本計劃及信託契據存續期間內任何時間，從受託人根據信託契據當時及不時持有的已發行股份池（繳足或入賬列作繳足）（「股份池」）中撥出適當數目的獎勵股份，包括以下各項：

- (A) 受託人可按照第4.2段動用集團供款及其他分派按照第4.2段於聯交所或場外購買的有關股份，惟須受第7段所載限制所規限；

(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;

(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

(F) Returned 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, 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) 受託人可按照第4.2段動用集團供款及其他分派按照第4.2段認購的有關股份，惟須受第7段所載限額所規限；

(C) 可能配發或發行予受託人(作為股份持有人，不論透過以股代息或其他方式)的有關股份；

(D) 根據第6段仍未歸屬及歸還受託人的有關股份；

(E) 本公司推薦的任何人士或公司可不可撤回地向受託人捐贈或轉讓或不可撤回地歸屬或促使歸屬予受託人以信託方式持有及具備信託契據的權力及條文且受其規限的該等股份；及

(F) 退還股份。

4.2 本第4.2段的下列條文須規定及管轄藉動用集團供款購買及／或認購獎勵股份：

(A) 於任何特定財政年度內任何時間，董事會或委員會經考慮本集團的所有相關情況及事務(包括但不限於本集團的業務及營運狀況、其目前及不久將來的業務計劃及現金流量需求)後，可不時自本公司的資源向受託人支付受託人可用於購買及／或認購股份(將構成股份池)的款項。

(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 following conditions:

(B) 於接獲(a)集團供款；或(b)第5.2(A)段所指任何其他分派；或(c)因第5.2(B)段所述有關出售產生的任何所得款項後，股份並無暫停買賣的30個營業日(或受託人與董事會或委員會經考慮有關購買情況後可能不時協定的較長期間)內，受託人須將其分別用於按現行市價(以董事會或委員會可能不時規定的最高價格為限)購買最高數目的股份。倘受託人透過場外交易進行任何購買，則有關購買的購買價不得高於下列各項的較低者：(i)於有關購買日期的收市價；及(ii)股份於聯交所買賣的前五(5)個交易日的平均收市價。

(C) 倘任何獎勵指明須以配發及發行新股份予受託人的方式償付，則有關配發及發行僅於以下條件達成後方可進行：

- (a) the Company having obtained Shareholders' approval in general meeting under general mandate or specific mandate to authorise the Directors to allot and issue new Shares provided that:
 - (i) the total number of Shares to be allotted and issued to the Trustee under this Plan shall not exceed the limit specified in paragraph 7; and
 - (ii) where any Award is proposed to be made to a Connected Person and the relevant Award of the Awarded Shares is to be satisfied by an allotment and issue of new Shares, the Award shall comply with Paragraph 7.3 and if no mandate has previously been obtained, it shall be separately approved by the Shareholders in general meeting with such Connected Person and his associates abstaining from voting and shall comply with all other requirements of Chapter 14A of the Listing Rules applicable to such Award; and
 - (b) 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.
- (a) 本公司已根據一般授權或特別授權於股東大會上取得股東批准，以授權董事配發及發行新股份，惟：
 - (i) 根據本計劃向受託人配發及發行的股份總數不得超過第7段所規定的限額；及
 - (ii) 倘建議向關連人士授出任何獎勵，而獎勵股份的相關獎勵將以配發及發行新股份的方式支付，則獎勵須遵守第7.3段的規定，而倘先前並無取得授權，則獎勵須於股東大會上獲股東另行批准，而該關連人士及其聯繫人須放棄投票，並須遵守上市規則第14A章適用於獎勵的所有其他規定；及
 - (b) 聯交所上市委員會已批准本公司根據本計劃可能向受託人配發及發行的股份上市及買賣。

(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)(a) and (b) 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)(a) and (b), or any of them, 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.

(D) 倘建議透過向受託人配發及發行新股份以達成任何獎勵，則董事會或委員會須於第4.2(C)(a)及(b)段所述條件獲達成後以書面通知受託人，而在第4.3段規限下，董事會或委員會須以書面指示受託人申請，而受託人須於實際接獲有關指示後十(10)個營業日內向本公司申請配發及發行適當數目的新股份。倘第4.2(C)(a)及(b)段所述的條件或其中任何一項未能達成，則董事會或委員會須立即通知及指示受託人，並向受託人支付或促使支付集團供款。於接獲本公司的指示及集團供款後，受託人須根據第4.3段透過根據第4.2(B)段於聯交所購買相關數目的股份，以補足獎勵股份的任何實際或或然差額，惟倘建議向關連人士作出任何獎勵，則本公司就此向受託人分配的任何資金須符合上市規則第14A章的所有適用規定。

(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.

(E) 倘：

- (i) 受託人收取的集團供款已用於購買及／或認購達到第7段所規定的已發行最高股份數目的股份數目；或
- (ii) 於所有上述購買及／或認購後，有任何超額集團供款，

受託人須於所有有關購買及／或認購完成後在合理可行情況下盡快向本公司退還超額集團供款。

(F) 為免生疑問，根據本第4.2段購買及／或認購的股份將構成信託契據所構成信託的信託基金資本一部分。

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).

4.3 倘根據第4.2段購買或(視情況而定)認購股份的任何建議於董事會或委員會被限制作出第3.6段所指的任何獎勵或發出第3.6段所述的任何指示的任何日期進行，則受託人不得進行相關購買及／或認購。受託人須根據第4.2段於建議購買及／或認購日期前至少三(3)個營業日以書面形式通知董事會或委員會，而倘有關購買及／或認購因第4.3段而須予順延，則董事會或委員會須於有關建議購買及／或認購日期前至少兩(2)個營業日以書面形式指示受託人，而有關購買及／或認購須順延至董事會或委員會以書面形式通知的有關日期(及倘股份於有關日期並無於聯交所買賣，則為股份於聯交所買賣的下一個營業日)。

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. 獎勵股份的歸屬

5.1 在第5.2(E)及6段的規限下，受託人須於下列各項(以最遲發生者為準)後，在切實可行情況下盡快向任何選定參與者轉讓及歸屬該選定參與者根據相關獎勵有權獲得的獎勵股份的法定及實益擁有權(或其銷售所得款項淨額)：

- (A) 與獎勵有關的獎勵通知所訂明的最早歸屬日期；
- (B) 受託人於規定期限內收到受託人規定的必要資料及文件；及
- (C) 在適用情況下，相關獎勵通知所訂明選定參與者須達致或支付的條件及／或表現目標(如有)已達致或支付並由董事會或委員會書面通知受託人的日期。

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 under the Trust Deed generally;

5.2 於歸屬期間：

- (A) 就任何獎勵股份宣派及作出的任何股息及其他分派(「其他分派」)應屬於受託人，而相關選定參與者不得就任何獎勵股份或其他的方面享有任何其他分派的權利，除非及直至相關獎勵股份根據第5.1段歸屬於該選定參與者。該等其他分派將應用於認購及／或購買股份，以滿足董事會或委員會根據第4.1段作出的任何進一步獎勵，而於計劃終止後，將作為信託契據下的一般信託收入處理；

(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 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;

(B) 倘本公司以供股、購股權或認股權證的方式向股東提呈新股份或其他證券以供認購，而股東毋須就該等權利、購股權或認股權證支付任何款項，則受託人可(於取得董事會或委員會的書面同意後)(i)在該等權利、購股權或認股權證有公開市場的情況下，出售就受託人持有的獎勵股份向其分配的任何未繳股款權利、購股權或認股權證，或(ii)採取措施透過應用本集團供款(以受託人當時持有的現金形式)行使該等未繳股款權利、購股權或認股權證。有關出售(倘如此出售)的所得款項淨額將用於認購及／或購買股份，以滿足董事會或委員會根據第4.2段作出的任何進一步獎勵，而於計劃終止後，將根據信託契據一般被視為及處理為信託收入。未免產生疑問，選定參與者不可於根據該要約分配的任何未繳股款供股、購股權或認股權證(或相關股份或任何該等未繳股款供股、購股權或認股權證的出售所得款)或任何來自行使該未繳股款供股、購股權或認股權證的任何股份，享有任何權利或權益；

(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;

(C) 倘本公司以供股、購股權、認股權證或其他公開或優先發售方式向股東提呈新股份或其他證券以供認購，且就接納及／或行使該等權利、購股權、認股權證或公開或優先發售須支付代價，則受託人可(於取得董事會或委員會書面同意後) (i) 拒絕接納、購買及／或認購該等權利、購股權、認股權證或公開或優先發售，或(ii) 採取措施以受託人當時持有的現金形式動用本集團供款，以接納、購買及／或認購(全部或部分)該等權利、購股權、認股權證或公開或優先發售。未免產生疑問，選定參與者不可於任何該等要約發售中擁有任何權利或權益；

(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) 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.

(D) 在不影響上文(A)分段的情況下，就本公司作出的任何已宣派股息及本公司容許其股東選擇收取股份以代替現金(如本公司相關公告及／或通函所規定)而言，就暫時預留予任何選定參與者但尚未歸屬的獎勵股份而言，受託人(經董事會或委員會書面同意後)須決定其是否選擇就有關股息收取股份以代替現金或現金，而受託人按此選擇及收取的任何有關以股代息或現金股息將被視為及構成第5.2(A)段所述的其他分派。為免生疑問，概無選定參與者有權就作出上述選擇向受託人發出任何指示或向受託人作出任何申索；及

(E) 倘向全體股東(或除要約人、由要約人控制的任何人士及與要約人聯合或一致行動的任何人士以外的所有股東)提出全面或部分要約(不論以收購要約、購買股份要約或協議安排或其他類似方式)，而該要約於獎勵股份根據第5.1段歸屬予相關選定參與者前成為或宣佈為無條件，則選定參與者有權在董事會或委員會指示下，於要約成為或宣佈為無條件當日後十(10)個營業日期間屆滿前隨時歸屬其所有獎勵股份。

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 3.8 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.

5.3 倘選定參與者於與該選定參與者有關的獎勵歸屬日期前身故，而獎勵並無因第3.8或6段而失效或取消，則獎勵項下的獎勵股份須由受託人代表該選定參與者的遺產代理人持有，而受託人須於受託人收到上述文件後的合理時間內，向董事會或委員會以書面方式通知的有關遺產代理人轉讓有關獎勵股份，連同受託人根據適用法律可能合理要求的有關委任遺產代理人的文件或憑證，據此，受託人將獲解除有關選定參與者的所有職責及責任。

6. 獎勵失效及退還股份

6.1 倘身為僱員參與者或有關實體參與者的任何選定參與者因本集團或有關實體的公司重組而不再為僱員參與者或有關實體參與者，則向該選定參與者作出的任何獎勵將立即失效並取消。

6.2 In the event (i) a Selected Participant ceases to be an Employee Participant or Related Entity Participant other than for reason as provided in paragraph 3.8, 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 3.8, 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 Selected Participant that (a) the Selected Participant or his associate has committed any breach of any contract entered into between the Selected Participant or his associate on one part and any member of the Group or any Related Entity on the other part as the Board or the Committee may in its absolute discretion determine; or (b) the Selected Participant has fallen into any of the following conditions: (i) the results of the economic responsibility audit and other similar assessment(s) show that duties of the Selected Participant are not performed effectively or is in serious dereliction of duty or malfeasance; (ii) non-compliance with all relevant laws and regulations and the articles of association of the Company; (iii) during his/her term of office, the Selected Participant is subject to disciplinary actions by virtue of illegal behaviours, including but not limited to bribery, corruption, theft, leakage of the Group's business and technical secrets,

6.2 倘(i)選定參與者因第3.8段所規定的原因以外的原因而不再為僱員參與者或有關實體參與者，或(ii)選定參與者受僱的附屬公司或有關實體，或就根據第3.8段已身故或已退休的選定參與者而言，緊接其身故或退休前受僱的附屬公司或有關實體，不再為本公司(或本集團成員公司)的附屬公司或有關實體，或(iii)董事會或委員會可就選定參與者全權酌情釐定(a)選定參與者或其聯繫人已違反選定參與者或其聯繫人(作為一方)與本集團任何成員公司或任何有關實體(作為另一方)訂立的任何合約(由董事會或委員會全權酌情釐定)；或(b)選定參與者符合下列任何條件：(i)經濟責任審計及其他類似評估的結果顯示選定參與者的職責並無有效履行或嚴重失職或瀆職；(ii)不遵守所有相關法律及法規以及本公司組織章程細則；(iii)獲選參與者於任期內因違法行為而受到紀律處分，包括但不限於賄賂、貪污、盜竊、洩露本集團業務及技術秘密、透過關連人士交易損害本集團利

damages to the Group's interests and reputation through related party transactions and resulting in material negative impact on the Group's image; and (iv) the Selected Participant fails to perform or fails to properly perform his/her duties, resulting in substantial asset losses and other serious adverse consequences to the Group; or (c) the Selected Participant 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 (d) the Selected Participant could no longer make any contribution to the growth and development of any member of the Group or the Related Entity by reason of the cessation of its relationship with the Group or its Related Entity or by any other reasons whatsoever; or (e) the Selected Participants has caused any material misstatement in the financial statements of the Company (each of these, an event of "**Total Lapse**"), 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.

益及聲譽，並對本集團形象造成重大負面影響；及(iv)選定參與者未能履行或未能妥善履行其職責，導致本集團蒙受重大資產損失及其他嚴重不利後果；或(c)選定參與者破產或無力償債或面臨任何清盤、清算或類似程序或與其債權人全面達成任何協議安排或債務重整協議，或被裁定觸犯涉及其品格或誠信的任何刑事罪行；或(d)選定參與者因終止其與本集團或其有關實體的關係或任何其他原因而不再對本集團任何成員公司或有關實體的增長及發展作出任何貢獻；或(e)選定參與者已引致本公司財務報表出現重大錯誤陳述(以上各項均為「**完全失效**」事件)，獎勵將立即自動失效，且所有獎勵股份不得於相關歸屬日期歸屬，但就本計劃而言成為退還股份。

6.3 In the event (i) a Selected Participant is found to be an Excluded Participant or (ii) (subject to paragraph 3.9) 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 these, an event of “**Partial Lapse**”), the relevant part of an Award 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 3.8, 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 for the purposes of the Plan.

6.3 倘(i)選定參與者被發現為除外參與者或(ii)(在第3.9段的規限下)選定參與者未能於規定期間內(不論根據第3.7段所載的歸屬時間表於正常歸屬或根據本計劃的該等規則所規定或釐定的有關其他日期)就相關獎勵股份交回受託人規定的已正式簽署過戶文件(或董事會或委員會在所有相關情況下全權酌情釐定的有關較後日期)(以上各項均稱為「**部分失效**」事件)，向該選定參與者作出的獎勵的相關部分將隨即自動失效，而相關獎勵股份將不會於相關歸屬日期歸屬(或在第3.8段所載的情況下，將不再被視為已歸屬)，惟獎勵股份將成為退還股份，而就視作已歸屬獎勵股份宣派及作出的股息及其他分派就計劃而言將構成信託收入的一部分。

6.4 Except in the circumstances as set out in paragraph 3.8 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

6.4 除第3.8段所載有關選定參與者身故或選定參與者於其正常退休日期或與本公司或附屬公司或有關實體協定的較早日期退休或完全失效的情況外，

(A) 在(C)分段的規限下及在無任何不可預見的情況下，除非董事會或委員會與受託人另有協定，否則於任何歸屬日期前一(1)個月，受託人須(透過本公司)向相關選定參與者寄發指示表格，連同有關指定轉讓文件及資料清單及／或文件，要求選定參與者簽署及／或提供，並決定是否於相關歸屬日期或之後在切實可行的情況下盡快出售相關獎勵股份(或其任何部分)以進行獎勵股份的轉讓及／或出售；

(B) 待受託人於不遲於相關歸屬日期前七(7)個營業日當日收到(i)於本文件第6.4 (A)段所述指示表格／清單規定的期間內，經選定參與者妥為簽署的已填妥指示表格及規定轉讓文件及受託人規定的必要資料及／或文件，及(ii)本公司確認所有歸屬條件已獲達成後，受託人須於實際可行情況下盡快向相關選定參與者轉讓相關獎勵股份及／或銷售相關獎勵股份，並向相關選定參與者支付銷售所得款項淨額；及

(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.

(C) 倘獎勵通知日期至最早歸屬日期之間的營業日數目少於一個月，受託人須(於董事會根據第3.4段知會其作出獎勵日期起計五(5)個營業日內)向相關選定參與者(透過本公司)寄發指示表格，連同有關規定轉讓文件及資料清單及／或文件，要求選定參與者簽署及／或提供，並決定是否於相關歸屬日期或之後在切實可行的情況下盡快出售相關獎勵股份(或其任何部分)以進行獎勵股份的轉讓及／或出售。

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).

6.5 受託人須僅為所有或一名或多名合資格參與者(不包括任何除外參與者)的利益持有退還股份，而董事會或委員會將於任何時間全權酌情決定並以書面方式選定該參與者為選定參與者。

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.

6.6 倘董事會或委員會全權酌情釐定相關獎勵通知所訂明須由有關選定參與者妥為達成的任何條件及／或表現目標尚未妥為達成或未獲董事會或委員會豁免，則董事會或委員會有權釐定向有關選定參與者作出的獎勵將隨即失效，而相關獎勵股份將不得於相關歸屬日期歸屬，惟將就計劃而言成為退還股份。

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.

6.7 倘任何獎勵根據本第6段失效，董事會或委員會須相應以書面形式通知受託人。

7. PLAN LIMIT

7.1 The total number of Shares (“**Plan Mandate Limit**”) which may be issued in respect of all options and awards to be granted under the Plan and other share schemes of the Company shall not be more than 10% of the total number of issued Shares as at the Adoption Date or the relevant date of approval of the refreshment of the Plan Mandate Limit. The total number of Shares (“**Service Provider Sub-limit**”) which may be issued in respect of the Awarded Shares to be granted to Service Provider under the Plan shall not be more than 0.5% of the total number of issued Shares as at the Adoption Date or the relevant date of approval of the refreshment of the Service Provider Sub-limit.

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 and/or purchased by the Trustee pursuant to the Plan and all other share option 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. 計劃限額

7.1 根據本計劃及本公司其他股份計劃將予授出的所有購股權及獎勵可能發行的股份總數(「**計劃授權限額**」)不得超過於採納日期或批准更新計劃授權限額的相關日期已發行股份總數的10%。就根據本計劃將授予服務供應商的獎勵股份可能發行的股份總數(「**服務供應商分限額**」)不得超過於採納日期或批准更新服務供應商分限額的相關日期已發行股份總數的0.5%。

7.2 根據本計劃第6段失效的獎勵將不被視為在計算計劃授權限額或服務供應商分限額時已經動用。倘本公司進行任何資本化發行、供股、股份合併、股份拆細或股本削減，則本公司根據本計劃及本公司所有其他購股權計劃在未動用計劃授權限額或服務供應商分限額下可發行、受託人認購及／或購買的最高股份數目，須參考緊接該事件前及緊隨其後當日的已發行股份總數作出相應調整，並湊整至最接近的股份整數，致使選定參與者將有權獲得與該等選定參與者先前有權獲得的相同比例的本公司股本。就任何該等調整而言，除就資本化發行作出的任何調整外，獨立財務顧問或本公司核數師須以書面形式向董事確認該等調整符合上市規則第17.03(13)條註釋的規定。

7.3 Any grant of Awards to any Director, chief executive or substantial shareholder of the Company, or any of their respective associates, shall be subject to the prior approval of the remuneration committee of the Board (excluding any member who is a proposed recipient of the grant of the Award) and 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 their respective associates, would result in the shares issued and to be issued 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 at the date of such grant; or

7.3 向本公司任何董事、主要行政人員或主要股東或彼等各自的任何聯繫人授出任何獎勵，均須經董事會轄下薪酬委員會(不包括身為授出獎勵的建議接受人的任何成員)及本公司獨立非執行董事(不包括身為授出獎勵的建議接受人的任何獨立非執行董事)事先批准。此外：

- (A) 倘向本公司任何董事(獨立非執行董事除外)或主要行政人員或彼等任何各自的聯繫人授出任何獎勵(不包括授出購股權)將導致於截至有關授出日期(包括該日)止12個月期間向有關人士授出的所有獎勵(不包括根據本計劃條款已失效的任何獎勵)已發行及將予發行的股份合共超過於有關授出日期已發行股份的0.1%；或

(B) where any grant of Awards to an independent non-executive director or substantial shareholder of the Company (or any of their respective associates) would result in the number of Shares issued and to be issued upon the grant of all awards and exercise of all options already granted (excluding any Awards lapsed in accordance with the terms of the Plan) 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,

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. In particular, the Company 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.

(B) 倘向本公司獨立非執行董事或主要股東(或彼等各自的任何聯繫人)授出任何獎勵，將導致於截至有關授出日期(包括該日)止12個月期間向有關人士授出所有獎勵及已授出的所有購股權(不包括根據本計劃條款已失效的任何獎勵)獲行使時已發行及將予發行的股份數目合共超過已發行股份的0.1%(或聯交所可能不時規定的其他較高百分比)，

而該進一步授出獎勵必須按上市規則規定的方式及在上市規則所載規定的規限下獲本公司股東於股東大會上批准。特別是，本公司須向股東發出通函。選定參與者、其聯繫人及本公司所有核心關連人士須於該股東大會上放棄投贊成票。本公司必須遵守上市規則第13.40、13.41及13.42條的規定。

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 issued and 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 as at the Adoption Date; and (ii) exceed any limits applicable to such Selected Participant under the Listing Rules.

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.

8. VOTING RIGHTS RE 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.

7.4 於截至獎勵日期(包括該日)止12個月期間，向選定參與者授出獎勵或獎勵可能涉及的最高股份數目，連同根據本公司任何購股權計劃向有關選定參與者授出的任何購股權已發行及將予發行的任何股份，合共不得(i)超過本公司於採納日期已發行股本的1%；及(ii)超出上市規則項下適用於有關選定參與者的任何限額。

7.5 本公司可於股東批准上一次更新或採納本計劃日期起計三年後，根據適用上市規則於股東大會上尋求其股東批准更新計劃授權限額及／或服務供應商分限額。

8. 股份池內股份的投票權及並無權利的選定參與者

8.1 受託人不得就根據信託契據構成的信託持有的任何股份(包括但不限於股份池內的任何股份、獎勵股份、退還股份、任何紅利股份及以股代息股份)行使投票權。特別是，根據本計劃直接或間接持有未歸屬股份的受託人，除非法律另有規定須按照實益擁有人的指示(而已給予該指示)作出投票，否則根據上市規則須要股東批准的事項須放棄投票。

8.2 The Awarded Shares shall be identical to all existing issued Shares and shall be allotted and issued subject to all the provisions of the articles of association of the Company for the time being in force and will rank pari passu with the other fully paid Shares in issue, save that the Selected Participants shall not have any right to receive any Awarded Shares set aside for them pursuant to paragraph 4, 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 in connection with such Awarded Shares 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);

8.2 獎勵股份將與所有現有已發行股份相同，並須根據本公司當時生效的組織章程細則的所有條文配發及發行，並將與其他已發行繳足股份享有同等地位，惟選定參與者無權收取根據第4段為彼等撥出的任何獎勵股份、任何投票權或參與就該等獎勵股份向股東宣派或建議或議決派付的任何股息或分派(包括因本公司清盤而產生者)的權利，除非及直至受託人已根據本計劃的條款轉讓及歸屬該等獎勵股份的法定及實益擁有權予選定參與者。為免生疑問：

- (A) 選定參與者僅於獎勵股份中擁有或然權益，有關權益可根據第5.1段歸屬有關股份後向其轉讓；
- (B) 選定參與者無權享有剩餘現金或任何退還股份；
- (C) 選定參與者不得就獎勵股份及／或其他分派及／或信託契據構成的信託的其他財產或資產向受託人發出指示；及
- (D) 選定參與者不得享有因股份合併而產生的零碎股份的權利(且就本計劃而言，該等股份應被視為退還股份)；

(E) subject to paragraph 3.8, where a Selected Participant ceases to be an Employee Participant or Related Entity Participant 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 3.9 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. CANCELLATION OF AWARDS

Where the Company cancels any Award granted to a Selected Participant, and makes a new grant of Award to the same Selected Participant, such new grant of Award may only be made under the Plan with available Plan Mandate Limit approved by Shareholders. The Award cancelled will be regarded as utilised for the purpose of calculating the Plan Mandate Limit and Service Provider Sub-limit.

(E) 在第3.8段的規限下，倘選定參與者於相關歸屬日期不再為僱員參與者或有關實體參與者，就相關歸屬日期授出的獎勵股份將告失效，該等獎勵股份不得於相關歸屬日期歸屬，而選定參與者不得向本公司、任何附屬公司、任何有關實體或受託人提出任何申索；及

(F) 在選定參與者身故的情況下，倘於第3.9及5.3段規定的期間內並無向選定參與者的遺產代理人轉讓利益，則該利益將予沒收，且選定參與者的遺產代理人不得向本公司、任何附屬公司、任何有關實體或受託人提出申索。

9. 爭議

與本計劃有關的任何爭議須提交董事會或委員會的決定，董事會或委員會須作為專家而非仲裁員行事，其決定須為最終、不可推翻及對可能因此受影響的所有人士具有約束力。

10. 取消獎勵

倘本公司取消授予選定參與者的任何獎勵，並向同一選定參與者重新授予獎勵，則只能根據股東批准的可用計劃授權限額根據本計劃進行此類新的獎勵授予。已取消的獎勵將被視為用於計算計劃授權限額及服務供應商分限額。

11. ALTERATION OF THESE RULES OF THE PLAN

11.1 Subject to compliance with the relevant requirements under the Listing Rules, 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), provided that no such consent shall be required if the Board or the Committee determines in its sole discretion that such amendment or alteration either:

- (a) is necessary or advisable in order for the Company, the Plan or the Award to satisfy any applicable law or Listing Rules or to meet the requirements of, or avoid adverse consequences under, any accounting standard; or
- (b) is not reasonably likely to diminish materially the benefits provided under such Award, or that any such diminishment has been adequately compensated.

The amended terms of the Rules of the Plan must comply with all applicable laws, rules and regulations (including without limitation the Listing Rules).

11. 本計劃規則的修改

11.1 在遵守上市規則相關規定的前提下，本計劃的規則可通過董事會或委員會通過的決議案的事先批准進行修改，惟有關修改不得對任何選定參與者有關其尚未歸屬的獎勵股份的任何權利造成負面影響，除非獲得大多數選定參與者（其獎勵股份於該日仍未歸屬）的書面同意（為免生疑問，不包括就該日為歸屬日期的任何有關股份），惟倘董事會或委員會全權酌情決定有關修訂或修改為：

- (a) 就使本公司、本計劃或獎勵符合任何適用法律或上市規則或符合任何會計準則的規定或避免任何會計準則下的不利後果而言屬必要或適宜；或
- (b) 合理情況下不太可能大幅削減根據獎勵提供的利益，或任何有關削減已獲充分補償。

本計劃規則的經修訂條款必須遵守所有適用法律、規則及法規（包括但不限於上市規則）。

- 11.2 The approval of the Shareholders in general meeting is required for any amendment or alteration to the terms and conditions of the Plan which are of a material nature or to those provisions of the Plan which relate to the matters set out in Rule 17.03 of the Listing Rules to the extent that such alteration or amendment operates to the advantage of Eligible Participants. Any change to the authority of the Directors or the Committee to alter the terms of the Plan must be approved by Shareholders in general meeting.
- 11.2 對本計劃條款及條件作出任何屬重大性質的修訂或修改，或對本計劃中與上市規則第17.03條所載事項有關的條文作出任何修訂或修改，而有關修訂或修改對合資格參與者而言有利，則須經股東於股東大會上批准。董事或委員會對修改本計劃條款的權力的任何變更須在股東大會上獲得股東批准。
- 11.3 Any amendment or alteration to the terms of any Award the grant of which was subject to the approval of a particular body (such as the Board or any committee thereof, the independent non-executive Directors, or the Shareholders in general meeting) shall be subject to approval by that same body, provided that this requirement does not apply where the relevant alteration takes effect automatically under existing terms of the Plan. Without limiting the generality of the foregoing, any change in the terms of Awards granted to any Grantee who is a Director, chief executive or substantial shareholder of the Company, or any of their respective associates, must be approved by the Shareholders in general meeting in the manner required in the Listing Rules if the initial grant of the Awards requires such approval (except where the changes take effect automatically under the rules of the Plan).
- 11.3 對任何授出獎勵的條款作出任何修訂或修改須經特定機構(如董事會或其任何委員會、獨立非執行董事或股東於股東大會上)批准，惟倘有關修改根據本計劃的現有條款自動生效，則該規定不適用。在不限制上述一般性的情況下，倘首次授出獎勵須取得有關批准，則授予身為董事、主要行政人員或本公司主要股東或彼等各自的任何聯繫人的任何承授人的獎勵條款的任何變動，必須按上市規則規定的方式經股東於股東大會批准，惟根據本計劃規則自動生效者除外。

12. TERMINATION

12.1 The Plan shall terminate on the earlier of:

- (i) on the 10th anniversary date of the Adoption Date; 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. 終止

12.1 本計劃須於以下日期的較早發生者終止：

- (i) 於採納日期的第10個週年日；及
- (ii) 董事會或委員會釐定並書面通知受託人的提前終止日期，惟有關終止不得影響任何選定參與者於本計劃項下的任何存續權利。

12.2 倘於本計劃終止日期，受託人持有任何未根據第3段以任何選定參與者為受益人撥出的股份，或保留作為集團供款或其他方式收取的任何未動用資金，則受託人須於接獲有關終止的實際通知後二十一(21)個營業日(股份並無暫停買賣當日)內出售有關股份，並將出售所得款項(根據信託契據就印花稅及其他成本、負債及開支作出適當扣減後)連同有關未動用資金匯付予本公司。

12.3 Upon termination of the Plan:

- (A) Subject to the decision of the Board or the Committee and paragraph 3.8, all the Awarded Shares shall become vested in the Selected Participant on such date of termination, save in respect of any event of 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.

12.3 本計劃終止後：

- (A) 根據董事會或委員會的決定及第3.8段，所有獎勵股份將於有關終止日期歸屬予選定參與者，惟於發生完全失效的事件時除外；
- (B) 退還股份及信託基金中剩餘的非現金收入應由受託人在收到終止本計劃通知後二十一(21)個營業日(股份尚未暫停買賣之日)內(或董事會或委員會可能另行決定的較長期間)出售；
- (C) 剩餘現金、本文件第12.3(B)段所述的出售所得款項淨額及信託契據所構成信託內餘下的有關其他資金(根據信託契據就所有出售成本、負債及開支作出適當扣減後)須於出售后立即匯付予本公司。為免生疑問，受託人不得向本公司轉讓任何股份，而本公司亦不得以其他方式持有任何股份(根據本文件第12.3(B)段出售該等股份所得款項的權益除外)。

12.4 為免生疑問，暫停授出任何獎勵不應被詮釋為終止本計劃運作的決定。

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. 其他事項

13.1 本計劃的該等規則並不構成本公司或任何附屬公司或任何有關實體與任何合資格參與者所訂立任何僱傭合約的一部分，而任何合資格參與者於其職位或僱傭條款下的權利及責任將不受其參與本計劃或其可能須參與本計劃的任何權利所影響，且本計劃將不會基於任何理由於合資格參與者終止其職位或僱傭關係時給予額外補償或損害賠償的權利。

13.2 本公司須承擔設立、管理及實施本計劃的成本及開支(為免生疑問，包括受託人費用及成本、任何交易徵費、投資者賠償徵費、經紀佣金、交易費、貿易關稅、印花稅及選定參與者或受託人就根據本計劃出售、購買、歸屬或轉讓或認購股份而應付的任何其他稅項及任何性質的開支)，但不包括董事會或委員會(按其絕對酌情權)因任何原因釐定應付的任何成本、開支、徵費及稅項，屬個人或與相關選定參與者有關或在其他方面與根據本計劃作出與獎勵無關的因素或情況，須由相關選定參與者支付。

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, electronic system/platform provided by third-party vendor as selected by the Board or the Committee, 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.

13.3 本公司、董事會或委員會、任何選定參與者及／或受託人之間的任何通知或其他通訊，可透過董事會或委員會選定的第三方供應商提供的電子郵件、電子系統／平台、預付郵資郵件或專人送遞方式發送予：

- (A) 就本公司或董事會或委員會而言，本公司於香港的主要營業地點；
- (B) 就受託人而言，其註冊辦事處或香港的主要營業地點或受託人不時通知本公司的其他地址；及
- (C) 就任何選定參與者而言，該選定參與者不時通知本公司的最後已知地址，或倘無有關地址或有關地址不正確或已過時，則為其於本集團或有關實體的最後受僱地點或本公司不時的主要營業地點。

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.

13.4 任何通知或其他通訊：

- (A) 倘由任何選定參與者發出，則不可撤銷，且直至本公司、董事會或委員會及受託人(視情況而定)實際收到有關通知後方為有效；
- (B) 倘以本地預付郵資的掛號郵件寄往任何選定參與者香港地址，則被視作於寄出日期後三(3)天發出或作出；倘以預付郵資的空郵寄送至香港以外的地址，則被視作於寄出日期後五(5)天發出或作出；倘以專人送遞，則被視作於交付時發出或作出；及
- (C) 倘寄發予受託人，則不可撤銷，且於受託人實際收取時方為有效。

13.5 本計劃不得直接或間接賦予任何人士針對本公司、任何附屬公司、任何有關實體及受託人或任何人士行使任何法律或衡平法權利，或導致根據任何法律或衡平法對本公司、任何附屬公司、任何有關實體及受託人或其中任何人士採取行動。

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.

13.6 選定參與者於接納獎勵及向其轉讓及歸屬相關獎勵股份(或其銷售所得款項淨額)前,須取得所有必要同意,以使其接納獎勵,並根據本計劃的該等規則進行相關獎勵股份(或其銷售所得款項淨額)的有關轉讓及歸屬(視情況而定)。透過接納獎勵,選定參與者被視為已向本公司及受託人聲明彼已取得所有有關同意。遵守本段應為選定參與者接納獎勵的先決條件。選定參與者須就本公司及受託人(視情況而定)因或就該選定參與者未能取得任何必要同意或就其接納獎勵及按本第13.6段所述向其轉讓及歸屬相關獎勵股份(或其銷售所得款項淨額)支付稅項或其他負債而可能蒙受或產生(不論單獨或與其他一方或多方共同承擔)的所有申索、要求、負債、行動、法律程序、費用、成本及開支向本公司及受託人(視情況而定)作出全面彌償。

13.7 選定參與者須支付其可能因參與本計劃、接納根據本計劃作出的任何獎勵以及向其轉讓及歸屬相關獎勵股份(或其銷售所得款項淨額)或任何前述者而承擔或負上的所有稅項及履行所有責任。

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

13.8 不論本文件載有任何規定，選定參與者須就彼等各自可能須支付或承擔任何稅項(包括與任何稅項有關的任何預扣稅責任)的任何責任向本公司、任何附屬公司、任何有關實體及／或受託人作出彌償保證，為使其生效，受託人或本公司可在遵守適用法列的情況下：

- (A) 減少或預扣選定參與者與獎勵相關的獎勵股份數目(可減少或預扣的獎勵相關獎勵股份數目應限於預扣日期具有公平市值的獎勵股份數目，而董事會或委員會合理認為足以支付有關負債)；
- (B) 代表選定參與者出售選定參與者根據本計劃有權獲得的有關數目的獎勵股份，並保留所得款項及／或向相關機構或政府機關支付有關款項；
- (C) 在未通知選定參與者的情況下，從根據本計劃向選定參與者作出的任何付款或本公司、任何附屬公司或任何有關實體應付選定參與者的任何付款中扣除或預扣任何有關負債的金額；及／或

(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.

(D) 要求選定參與者以現金或經核證或銀行本票的形式向本公司、任何附屬公司或任何有關實體匯款，金額足以支付任何政府機關規定由本公司、任何附屬公司或任何有關實體代選定參與者預扣及支付予該機關的任何稅項或其他款項，或以其他方式作出令本公司信納的替代安排以支付有關款項。

為免生疑問，除非及直至選定參與者令受託人及本公司信納有關選定參與者已履行本第13.8段項下的責任，否則受託人並無責任向選定參與者轉讓任何獎勵股份(或其銷售所得款項淨額)。

13.9 選定參與者及／或本公司須負責向任何相關稅務機關履行任何稅務申報責任，並及時通知受託人其可能須履行的任何稅務申報責任，包括向受託人提供相關稅務機關要求的所有資料及文件，以履行其共同申報標準(「**共同申報標準**」)及海外賬戶稅收合規法案(「**海外賬戶稅收合規法案**」)申報責任。

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.

13.11 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

13.10 受託人可依賴董事會或委員會根據計劃不時向其發出的獎勵通知及書面指示及指引(或其中任何一項)及其內容,而毋須進一步及/或獨立查詢或核實,並可假設獎勵通知及指示及據此擬進行交易符合所有適用法例、規則、法規、守則及指引(不論法定、監管、行政或其他方面,亦不論是否具有法律效力)以及本計劃及信託契據的該等規則。

13.11 就管理本計劃而言,本公司須遵守所有適用披露規定,包括但不限於上市規則不時施加的規定。

14. 條件

14.1 本計劃須待以下條件達成後,方可作實:

- (A) 股東於股東大會上通過普通決議案以批准採納本計劃,並授權董事根據本計劃授予獎勵以及根據本計劃的條款及條件授予任何獎勵而配發、發行及處置股份;及
- (B) 聯交所上市委員會批准本公司根據本計劃的條款及條件授予獎勵而將予配發及發行相當於計劃授權限額(定義見第7.1段)的股份數目上市及買賣;及

14.2 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.

14.2 第14.1(B)段所提述聯交所上市委員會正式批准上市及該段所提述的許可，包括在達成任何先決條件或後續條件的情況下批准的任何有關上市及許可。

15. GOVERNING LAW

15. 監管法例

15.1 The Plan shall operate subject to the Articles.

15.1 本計劃的運作須受細則規限。

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

15.2 本計劃受香港法例管轄，並按其詮釋。

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

*** 本計劃的規則結束 ***