

**RULES RELATING TO THE
2024 SHARE SCHEME
OF
*Kingsoft Corporation Limited***

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1. DEFINITIONS AND INTERPRETATION

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

“Actual Selling Price”	an amount equal to the actual price at which the Award Shares are sold (net of all applicable costs from time to time such as brokerage, Stock Exchange trading fee, SFC transaction levy, AFRC transaction levy and other applicable costs (if any)) in the circumstances contemplated in Rule 12.1(c);
“Adoption Date”	the date on which the adoption of the Scheme is first approved by the Shareholders at the general meeting of the Company;
“AFRC”	the Accounting and Financial Reporting Council continued under section 6 of the Accounting and Financial Reporting Council Ordinance;
“Articles”	the articles of association of the Company currently in force, as subsequently amended from time to time;
“associate(s)”	shall have the meaning ascribed to it in the Listing Rules;
“Award”	an award granted to an Eligible Participant under the Scheme which will upon vesting entitle such Eligible Participant to receive Award Shares or the Actual Selling Price of the Award Shares in cash, as the Board may in its absolute discretion determine in accordance with the terms of this Scheme. For the avoidance of doubt, an award will not include any Option to subscribe for new Shares;
“Award Holder(s)”	holder(s) of an Award;
“Award Shares”	the Shares to be received by a Grantee upon the vesting of the relevant Award (or any part thereof), which can be funded by the issuance of new Shares by the Company or existing Shares purchased by way of on-market transactions as the Board may in its absolute discretion determine;
“Board”	the board of directors of the Company;
“Business Day”	any day on which the Stock Exchange is open for the business of dealing in securities;
“chief executive”	shall have the meaning ascribed to it in the Listing Rules;
“Continuous Service”	the provision of services to the Group or Related Entity (as the case may be) in any capacity of director, employee or Service Providers is not interrupted or terminated. In jurisdictions requiring notice in advance of an effective termination as a director, employee or Service Providers, Continuous Service shall be deemed terminated upon the actual cessation of providing services to the Group or Related Entity (as the case may be) notwithstanding any required notice period that must be fulfilled before a termination as a director, employee or Service Providers can be effective under applicable laws. An Eligible Participant’s Continuous Service shall be deemed to have terminated

either upon an actual termination of Continuous Service or upon the entity for which the Eligible Participant provides services ceasing to be a member of the Group or a Related Entity. Continuous Service shall not be considered interrupted in the case of (i) any leave of absence approved by any member of the Group or any Related Entity, including sick leave, military leave, or any other personal leave, (ii) transfers among any member of the Group or Related Entity, or any successor, in any capacity of a director, employee or Service Providers, or (iii) any change in status as long as the individual remains in the service of the Group or Related Entity in any capacity of a director, employee or Service Providers (except as otherwise provided in the Offer Letter);

“Company”	Kingsoft Corporation Limited 金山软件有限公司, an exempted limited liability company incorporated in the British Virgin Islands on 20 March 1998 and discontinued in the British Virgin Islands and continued into the Cayman Islands on 15 November 2005, with the Shares listed on the Main Board of the Stock Exchange (stock code: 03888);
“Companies Act”	Companies Act (as revised) of the Cayman Islands as amended from time to time and every other act, order regulation or other instrument having statutory effect (as amended from time to time) for the time being in force in the Cayman Islands applying to or affecting the Company, its Memorandum of Association and/or these Articles;
“connected person”	shall have the meaning ascribed to it in the Listing Rules;
“Director(s)”	the director(s) of the Company;
“Employee Participant(s)”	a director or any employee (whether full time or part time) of any member of the Group (including persons who are granted Options or Awards under this Scheme as an inducement to enter into employment contracts with these companies);
“Eligible Participant”	an Employee Participant, Related Entity Participant or Service Provider Participant;
“Exercise Period”	in respect of any particular Option, the period in which an Option may be exercised to be determined by the Board in its absolute discretion and to be notified by the Board to the Grantee, provided that, such period shall not be more than 10 years from the date on which such Option is deemed to be granted under Rule 8.2;
“Exercise Price”	the price per Share at which an Option Holder may subscribe for Shares upon the exercise of an Option pursuant to the terms of this Scheme, as may be determined in accordance with Rule 9.1;
“Grant Date”	the date on which the grant of an Option or an Award is made to a Grantee, being the same date of the Offer Date;
“Grantee”	an Option Holder or an Award Holder, as the case may be, being an Eligible Participant approved for participation in the Scheme and who has been granted any Option or any Award in accordance with the terms of this Scheme;

17.03A(1)
(a)

“Grant Shares”	the Award Shares and/or the Option Shares, as the case may be
“Grounds for Termination with Cause”	shall have the meaning as set out in Rule 15.1;
“Group”	the Company and its Subsidiaries from time to time, and the expression “member of the Group” shall be construed accordingly;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
“Offer”	an offer of the grant of an Option or an Award to be made to an Eligible Participant by the Board in accordance with the terms of this Scheme;
“Offer Date”	the date on which an Offer is made to an Eligible Participant, which date must be a Business Day;
“Offer Letter”	the letter to be issued by the Company to an Eligible Participant in such form as may be determined from time to time by the Board for the Offer, specifying the Offer Date, the number of Grant Shares, the vesting criteria and conditions, the Vesting Date and such other details as it may consider necessary;
“Option(s)”	a right granted to an Eligible Participant to subscribe for Shares upon vesting and exercised pursuant to the terms of an Option granted under this Scheme;
“Option Holder(s)”	holder(s) of an Option;
“Option Share(s)”	the Shares to be issued to the Option Holder upon his exercise of an Option (or any part thereof);
“Purchase Price”	the price (if any) payable by the Award Holder to acquire the Award Shares under his Award, as may be determined in accordance with Rule 9;
“Related Entity”	any company that is an associate of the Company;
“Related Entity Participant”	any person who is an employee (whether full time or part time or other employment relationship), director or officer of any company that is an associate of the Company;
“Related Income”	all or such portion of cash income derived from the Award Shares (including cash dividends declared and paid on the Award Shares) as may be determined by the Board from time to time (excluding any interest earned on such cash income) and held under the Trust for the benefit of the Award Holder (excluding any nil-paid right, bonus warrant, cash component of a scrip dividend scheme, other non-cash and non-scrip distribution or proceeds of sale of the same unless

	otherwise directed by the Board in its absolute discretion under Rule 17.2);
“Remuneration Committee”	the remuneration committee of the Company;
“Returned Shares”	such Award Shares that are not accepted, vested and/or are forfeited in accordance with the terms of this Scheme, or such Award Shares being deemed to be Returned Shares under this Scheme, in each case such Award Shares to be held by the Trustee to be applied towards future Awards in accordance with the provisions of this Scheme;
“Scheme”	this share scheme constituted by the Scheme Rules;
“Scheme Administrator”	the Board and/or any committee of the Board or other person(s) to whom the Board has delegated its authority in accordance with Rule 6.2;
“Scheme Mandate Limit”	shall have the meaning set out in Rule 5.1, as increased, refreshed or renewed from time to time in accordance with the Scheme Rules;
“Scheme Period”	the period of 10 years commencing on the Adoption Date and ending on the 10th anniversary of the Adoption Date;
“Scheme Rules”	the rules set out herein relating to the Scheme as amended from time to time;
“Service Providers Participant”	any person (other than an Employee Participant or a Related Entity Participant, solely with respect to rendering services in such person’s capacity as an employee or director) providing 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 as determined by the Board pursuant to the criteria set out in Rule 4.3 (“ Service Provider(s) ”). Service Providers may include persons who work for the Group as independent contractors where the continuity and frequency of their services are akin to those of employees. For the avoidance of doubt, (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 shall not be Service Provider Participants for the purposes of this Scheme;
“Service Providers Sublimit”	shall have the meaning set out in Rule 5.1, as increased, refreshed or renewed from time to time in accordance with the Scheme Rules;
“SFC”	the Securities and Futures Commission of Hong Kong;
“Share(s)”	ordinary shares of the share capital of the Company with a par value of US\$0.0005 each, or, if there has been a sub-division, consolidation, re-classification or reconstruction of the share capital of the Company, shares forming part of the ordinary share capital of the Company of such other nominal amount as shall result from such subdivision, consolidation, re-classification or re-construction;

17.03A(2)

“Shareholder(s)”	holder(s) of Shares;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subsidiary(ies)”	any subsidiary (as such term is defined in the Listing Rules) of the Company;
“substantial shareholder”	shall have the meaning given to it in the Listing Rules;
“Taxes”	shall have the meaning as set out in Rule 12.4;
“Treasury Share(s)”	has the meaning ascribed to it under the Listing Rules as amended from time to time. For the purpose of these Scheme Rules, all references to new Shares include Treasury Shares, and references to the issue of shares include the transfer of Treasury Shares;
“Trust”	a trust constituted by the Trust Deed;
“Trust Deed”	the trust deed between the Company and the Trustee for the purposes of administering the Awards granted or to be granted under this Scheme;
“Trustee”	the trustee(s) as may be appointed by the Company from time to time for the purposes of the Trust;
“vest”	the Option Holder becoming entitled to exercise his Option (or any part thereof) to subscribe for Shares at the Exercise Price, or the Award Holder becoming entitled to receive Shares under his Award (or any part thereof) subject to payment of the relevant Purchase Price (if any) and Vesting Expenses (if any), as the case may be;
“Vesting Conditions”	has the meaning ascribed to it under Rule 10.4;
“Vesting Date”	the date on which a Grantee’s entitlement to the Grant Shares (or any part thereof) is vested in accordance with this Scheme;
“Vesting Expenses”	all transfer fees, expenses and Taxes associated with the vesting and transfer of the relevant Award Shares and Related Income to the Award Holder save for those to be borne by the Company under Rule 21.1;
“Vesting Notice”	shall have the meaning as set out in Rule 12.2;
“Vesting Period”	shall have the meaning as set out in Rule 10.1; and
“%”	per cent.

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

- (a) references to Rules are to rules of the Scheme Rules;
- (b) references to times of the day are to Hong Kong time;
- (c) if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;

- (d) a reference to statutes, statutory provisions or the Listing Rules shall be construed as references to those statutes, provisions or rules as respectively amended or re-enacted and shall include any orders, regulations, instruments, subsidiary legislation, other subordinate legislation or practice notes under the relevant statute, provision or Listing Rule;
- (e) unless otherwise indicated, the Board can make determinations in its absolute discretion and if the Board delegates its authority to administer the Scheme to a Scheme Administrator, such Scheme Administrator shall enjoy the same absolute discretion;
- (f) a reference to “**include**”, “**includes**” and “**including**” shall be deemed to be followed by the words “**without limitation**”;
- (g) words importing the singular include the plural and vice versa, and words importing a gender include every gender;
- (h) headings are included in the Scheme Rules for convenience only and do not affect its interpretation;
- (i) references to any statutory body shall include the successor thereof and any body established to replace or assume the functions of the same; and
- (j) references to person includes any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

2. CONDITIONS

2.1 The Scheme shall become effective upon fulfilment of the following conditions:

- (a) the passing of a resolution by the Shareholders to approve the adoption of the Scheme; and
- (b) the Stock Exchange granting approval of the listing of, and permission to deal in, the new Shares which may be issued by the Company in respect of all Options and Awards to be granted under this Scheme.

3. PURPOSE OF THE SCHEME

17.03(1)
17.03(2)

3.1 The purpose of the Scheme is:

- (a) to provide incentives or rewards to Eligible Participants thereunder for their contribution to the Group; and
- (b) to enable the Group to recruit and retain high-calibre employees and attract human resources that are valuable to the Group.

4. ELIGIBLE PARTICIPANTS

17.03(2)

4.1 Eligible Participants as determined by the Board from time to time, or with the approval of the Board or the Scheme Administrator, any special-purpose vehicle (such as a trust or a private company) that is set up for the only purpose of holding the Options or Awards on behalf of any Eligible Participant or a group thereof, shall be eligible to participate in the Scheme.

4.2 No person who is:

- (a) resident in a place where the grant, acceptance or exercise of an Option or an Award pursuant to the Scheme is not permitted under, or contrary to, the laws and regulations of such place; or
- (b) where, in the view of the Board, compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such person,

shall be entitled to participate in the Scheme and such person shall therefore not be an Eligible Participant for the purposes of this Scheme.

4.3 Service Provider Participants shall include the following categories of service provider:

17.03A(2)

	Category	Eligibility criteria for Services Provider Participant
(i)	Service providers	Outsourced staff engaged by the Group that provides services which are material and relevant to the Group's operations (including but not limited to information technology support, customer services and retails store supports) on a regular or recurring basis.
(ii)	Consultants	Those that (a) provide consultancy services material and relevant to the Group's operations (including but not limited to services in recruitment, tax, research and development, market advisory services); (b) engage with the Group on a regular or recurring basis; and (c) have specialties or expertise in areas that supplement the Group or with which the Group would consider important to maintain a close business relationship on an ongoing basis.
(iii)	Suppliers	Those that supply the Group with goods on a regular or recurring basis, with which the Group would consider important to maintain a close business relationship on an ongoing basis, and in turn, it would be beneficial to the Group's business relationship to grant such supplier with proprietary ownership in the Company and to encourage the supplier to have a vested shareholding interest in the Group and in the Group's future development.
(iv)	Agents and contractors	Those that provide important services to the Group on a regular or recurring basis with which the Group would consider important to maintain a close collaborative relationship on an ongoing basis, that in turn, it would be beneficial to the collaboration between the Group and the agents and/or contractors to grant such agents and/or contractors proprietary ownership in the Company and to encourage the agents and/or contractors to have a vested shareholding interest in the Group and the Group's future development.

5. SCHEME LIMITS

Scheme Mandate Limit and Service Provider Sublimit

- 5.1 (a) The total number of new Shares which may be issued in respect of all Options and Awards to be granted under this Scheme (the "**Scheme Mandate Limit**") shall not exceed 10% of the Shares in issue (excluding any Treasury Shares) on the Adoption Date, provided that Options

17.03(3)
17.03B(1)

or Awards lapsed in accordance with the terms of this Scheme will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit;

(b) Within the Scheme Mandate Limit, the total number of Shares which may be issued in respect of all Options and Awards to be granted to Service Provider Participants under this Scheme shall not exceed 1% of the total number of Shares in issue as at the Adoption Date (excluding any Treasury Shares) (the “**Service Provider Sublimit**”), provided that Options or Awards lapsed in accordance with the terms of this Scheme will not be regarded as utilised for the purpose of calculating the Service Provider Sublimit. The Service Provider Sublimit is subject to separate approval by the Shareholders at general meeting; and

(c) The maximum number of Award Shares underlying the Awards to be granted under this Scheme, which shall be satisfied by existing Shares upon vesting of such Awards, shall not exceed 5% of the total number of Shares in issue as at the Adoption Date (excluding any Treasury Shares), subject to adjustment and/or refreshment by the Board in accordance with the terms of this Scheme from time to time, provided that Awards satisfied by existing Shares, which are lapsed in accordance with the terms of this Scheme, will not be regarded as utilised for the purpose of calculating the aforesaid limit.

5.2 If the Company conducts a share consolidation or subdivision after the Scheme Mandate Limit or the Service Provider Sublimit has been approved in general meeting of the Company, the maximum number of new Shares that may be issued in respect of all options and awards to be granted under all of the schemes of the Company under the Scheme Mandate Limit or the Service Provider Sublimit as a percentage of the total number of issued Shares (excluding any Treasury Shares) as at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share.

Note (2)
to 17.03B

5.3 The total number of new Shares which may be issued in respect of all options and awards to be granted under all share schemes of the Company which are funded by issue of new Shares of the Company (including this Share Award Scheme, and each a “**Share Scheme**”) must not exceed 10 percent of the Shares in issue (excluding any Treasury Shares) as at the date of approval by the Company’s shareholders of a Share Scheme or a refreshment of scheme mandate under a Share Scheme, whichever is the latest.

Refreshing the Scheme Mandate Limit and Service Provider Sublimit

5.4 The Company may seek the approval of the Shareholders in general meeting for “refreshing” the Scheme Mandate Limit and the Service Provider Sublimit under this Scheme after three years from the Adoption Date or the last refreshment. Any refreshment within any three-year period must be approved by the Shareholders subject to the following provisions:-

17.03C(1)

(a) any controlling shareholders of the Company and their respective associates (or, if there is no such controlling shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting; and

(b) the Company must comply with the relevant requirements of the Listing Rules,

provided that, the requirements under sub-Rules (a) and (b) above do not apply if the refreshment is made immediately after an issue of securities by the Company to the Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the scheme mandate (as a percentage of the total number of Shares in issue (excluding any Treasury Shares)) upon refreshment is the same as the unused part of the scheme mandate immediately before the issue of securities, rounded to the nearest whole Share.

Options and Awards already granted under the Scheme and any other share schemes of the Company (including those outstanding, cancelled or lapsed in accordance with its terms or exercised) shall not be counted for the purpose calculating the Scheme Mandate Limit and the Service Provider Sublimit as refreshed.

- 5.5 The total number of Shares which may be issued in respect of all options and awards to be granted under this Scheme and all other schemes of the Company under the scheme mandate limit as refreshed pursuant to Rule 5.4 shall not exceed 10% of the total number of Shares in issue (excluding any Treasury Shares) as at the date of the aforesaid approval to refresh the Scheme Mandate Limit by the Shareholders in general meeting. 17.03C(2)

Grants beyond the Scheme Mandate Limit

- 5.6 Subject to compliance with the relevant requirements as set out in the Listing Rules, the Company may seek separate approval by the Shareholders in general meeting for granting Options or Awards beyond the Scheme Mandate Limit provided that, the Options or Awards in excess of the Scheme Mandate Limit are granted only to Eligible Participants specifically identified by the Company before such approval is sought. 17.03C(3)

Limit on Granting Options and Awards to Individual Eligible Participant

- 5.7 Where any grant of Options or Awards to an Eligible Participant would result in the new Shares issued and to be issued in respect of all options and awards granted to such person (excluding any Options and Awards lapsed in accordance with the terms of this Scheme) in the 12-month period up to and including the date of such grant representing in aggregate over 1% of the Shares in issue (excluding any Treasury Shares) (the “1% individual limit”), such grant must be separately approved by the Shareholders in general meeting with such Eligible Participant and his close associates (or, if the Eligible Participant is a connected person, associates) abstaining from voting. The Company must send a circular to the Shareholders in connection therewith. The said circular must disclose the identity of such Eligible Participant, the number and terms of the Options or the Awards to be granted (and those previously granted to such Eligible Participant in the 12-month period), the purpose of granting Options or Awards to the Eligible Participant and an explanation as to how the terms of the Options or the Awards serve such purpose. The number and terms of the Options or the Awards to be granted to such Eligible Participant must be fixed before Shareholders’ approval. 17.03(4)
17.03D(1)
&(2)

Granting Options or Awards to a Director, Chief Executive or Substantial Shareholder

- 5.8 Any grant of Options or Awards by way of issuance of new Shares to a Director or chief executive or substantial shareholder of the Company, or any of their respective associates under this Scheme must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Options or the Awards). 17.04(1)
- 5.9 Where any grant of Awards (excluding grant of Options) to a Director (other than an independent non-executive Director) or chief executive of the Company, or any of their respective associates would result in the new Shares issued and to be issued in respect of all Awards and other awards granted (excluding any Awards and other awards lapsed in accordance with the terms of this Scheme or the other scheme) to such person in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the Shares in issue (excluding any Treasury Shares), such further grant of Awards must be approved by the Shareholders in general meeting in the manner mentioned in Rule 5.11. 17.04(2)
- 5.10 Where any grant of Options or Awards to an independent non-executive Director or a substantial shareholder of the Company, or any of their respective associates, would result in the new Shares issued and to be issued in respect of all Options, Awards, other options and 17.04(3)

other awards granted (excluding any Options, Awards, other options and other awards lapsed in accordance with the terms of this Scheme or the other scheme, as the case may be) 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 any treasury Shares), such further grant of Options or Awards must be approved by the Shareholders at the general meeting of the Company in the manner mentioned in Rule 5.11.

- 5.11 In connection with the approvals by the Shareholders required by Rules 5.9 and 5.10, the Company must send a circular to the Shareholders. The Grantee, 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 applicable requirements of the Listing Rules. 17.04(4)
- 5.12 Any change in the terms of Options or Awards by way of issuance of new Shares granted to an Eligible Participant who is a Director, chief executive or substantial shareholder of the Company, or any of their respective associates, must be approved by Shareholders in the manner mentioned in Rule 5.11 if the initial grant of Options or Awards requires such approval (except where the changes take effect automatically under the existing terms of this Scheme). Note to 17.04(4)
- 5.13 The requirements for the grant to a Director or chief executive of the Company under this Rule 5 do not apply where the Eligible Participant is only a proposed Director or chief executive of the Company.

6. ADMINISTRATION

Scheme Administrator

- 6.1 This Scheme shall be subject to the administration of the Board (whose decision as to all matters arising from or in relation to this Scheme or its interpretation or effect shall (save as otherwise provided herein) be final and binding on all parties to this Scheme).
- 6.2 The authority to administer the Scheme may be delegated by the Board to a committee of the Board or to any other person(s) deemed appropriate at the sole discretion of the Board, including its powers to offer or grant an Option or an Award and to determine the terms and conditions thereof, as well as the powers to adjust the maximum number of Award Shares to be satisfied by existing Shares underlying the Awards to be granted under this Scheme as set out in Rule 5.1(c), provided that nothing in this Rule 6.2 shall prejudice the Board's power to revoke such delegation at any time or derogate from the discretion rested with the Board as contemplated in Rule 6.1.
- 6.3 Decisions of such committee duly established or person(s) duly appointed by the Board in accordance with Rule 6.2 in relation to the operation of the Scheme or interpretation of the Scheme Rules shall be final and binding on all parties. In the event of any disagreement or ambiguity, the decision of the Board shall prevail.
- 6.4 The Scheme Administrator may from time to time appoint one or more administrators, who may be independent third-party contractors, to assist in the administration of the Scheme, to whom they, at their sole discretion, may delegate such functions relating to the administration of the Scheme as they may think fit. The duration of office, terms of reference and remuneration (if any) of such administrator(s) shall be determined by the Scheme Administrator at their sole discretion from time to time.

Powers of the Scheme Administrator

- 6.5 Subject to the Scheme Rules and any applicable laws, rules and regulations, the Scheme Administrator shall have the power from time to time to:

- (a) construe and interpret the Scheme Rules and the terms of the Options and Awards granted from time to time;
- (b) make or vary such arrangements, guidelines, procedures and/or regulations for the administration, interpretation, implementation and operation of the Scheme, provided that they are not inconsistent with the Scheme Rules;
- (c) make adjustment to the maximum number of Award Shares to be satisfied by existing Shares underlying the Awards to be granted under this Scheme;
- (d) decide how the vesting of the Awards will be settled;
- (e) grant Options or Awards to those Eligible Participants whom they shall select from time to time at its absolute discretion;
- (f) determine the terms and conditions of the Options and Awards granted under the Scheme including but not limited to number of the Option Shares and/or Award Shares, Purchase Price (if any), Exercise Price, Vesting Dates, vesting criteria, performance targets, clawback arrangements and other conditions;
- (g) approve the form of Offer Letters;
- (h) establish and administer the performance targets in respect of this Scheme;
- (i) make such appropriate and equitable adjustments to the terms of Options and Awards granted under the Scheme as they deem necessary;
- (j) give all necessary instructions to the Trustee in relation to the administration of the Award Shares; and
- (k) take such other steps or actions as they deem necessary or prudent to give effect to the terms and intent of the Scheme.

6.6 In respect of the administration of the Scheme, the Company shall comply with all applicable Shareholder approval, announcement, circular and reporting requirements imposed by the Listing Rules.

No liability of the Scheme Administrator

6.7 None of the Directors or any Scheme Administrator shall be personally liable by reason of any contract or other instrument executed by him/her, or on his/her behalf or for any mistake of judgment made in good faith, for the purposes of the Scheme, and the Company shall indemnify and hold harmless each member of the Board and any other Scheme Administrator in relation to the administration or interpretation of the Scheme, against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with the Scheme unless arising out of such person's own wilful default, fraud or bad faith.

7. IMPLEMENTATION BY TRUST

7.1 The Company may establish one or more trusts and appoint one or more trustees to assist with the administration, granting and vesting of the Awards, and may, to the extent permitted by the Companies Act and the Listing Rules, (a) allot and issue new Shares to the Trustee; and/or (b) direct and procure the Trustee to purchase existing Shares by way of on-market transaction, in

either case to satisfy the Awards upon vesting. The Company shall, to the extent permitted by the Companies Act, provide sufficient funds to the Trustee by whatever means as the Board may in its absolute discretion determine to enable the Trustee to satisfy its obligations in connection with the administration and vesting of the Awards. The trustee(s) of the Trust shall be instructed by the Company, and unless otherwise agreed between the Company and the trustee(s), the Scheme Administrator shall act on behalf of the Company to give instructions to and direct the trustee(s).

- 7.2 Where a Trust has been established under Rule 7.1, the administration and implementation of the Scheme through the Trust shall be governed by the Trust Deed or such other governing documents of such Trust or custodian arrangements between the Company and the respective trustee(s), provide that the Trustee holding any Shares under this Scheme, whether directly or indirectly, shall abstain from voting on matters that require Shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given. 17.05A

8. GRANT OF OPTIONS OR AWARDS

- 8.1 Subject to these Scheme Rules, the Board may, in its absolute discretion, from time to time make an Offer to grant an Option and/or an Award (as the case may be) to any Eligible Participant in respect of such number of Grant Shares at such Exercise Price (in respect of an Option) or Purchase Price (if any, in respect of an Award). The Offer shall be made upon the terms and conditions as the Board may think fit in its absolute discretion at a consideration of HK\$1.00 by an Offer Letter in such form as the Board may from time to time determine based on the amount of the contribution which the Eligible Participant has made or is likely to make toward the success of the Group and such other factors as the Board may in its absolute discretion consider appropriate. By signing the Offer Letter and accepting the terms thereof, the Eligible Participant shall undertake to hold the Option or the Award on such terms to be granted and to be bound by the provisions of this Scheme. The Offer shall remain open for acceptance by the Eligible Participant concerned for a period of 28 days from the Grant Date provided that, no Offer shall be open for acceptance after the expiry of the Scheme Period, and that an Offer cannot be accepted by an Eligible Participant who ceases to be qualified as an Eligible Participant . 17.03(8)
- 8.2 An Option or an Award shall be deemed to have been accepted and the Option or the Award to which the Offer relates shall be deemed to have been granted and to have taken effect (with retrospective effect from the Grant Date) when the letter comprising acceptance of the Offer is duly signed by the Grantee together with a remittance in favour of the Company of the consideration for the grant thereof as mentioned in Rule 8.1 is received by the Company.
- 8.3 An Offer may be accepted in respect of less than the number of Shares in respect of which it is offered provided that, it is accepted in respect of such number of Shares as represents a board lot for the time being for the purposes of trading on the Stock Exchange or an integral multiple thereof. To the extent that the Offer is not accepted within the said 28-day period in the manner indicated in Rule 8.1, except as otherwise determined by the Scheme Administrator, it will be deemed to have been irrevocably declined and lapsed automatically.
- 8.4 As soon as practicable after the grant of any Award to a Grantee, the Company shall notify the Trustee of:
- (a) the name of such Grantee to whom an Award has been granted;
 - (b) the number of Award Shares to which such Award relates;

- (c) whether the Award should be satisfied by the issue of new Shares by the Company or by existing Shares to be acquired by the Trustee by way of on-market transaction;
- (d) the date or dates on which the Award will vest; and
- (e) the Purchase Price to be paid by the relevant Award Holder (if any).

8.5 No Offer to grant any Option or any Award may be made:

- (a) if any member of the Group is required under applicable laws, rules or regulations to issue a prospectus or other offer documents in respect of such grant or the Scheme;
- (b) where such grant or dealing in the Shares in respect of such grant would result in a breach by any member of the Group or any of its directors of any applicable laws, rules, regulations or codes in any jurisdiction from time to time,
- (c) in circumstances where the requisite approval from any applicable governmental or regulatory authority has not been obtained, provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon such approval being obtained;
- (d) in circumstances which would result in a breach of the Scheme Limit, provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon the Scheme Limit being refreshed or approval of Shareholders being otherwise obtained;
- (e) where such Award is to a connected person and, under the Listing Rules, requires the specific approval of Shareholders, until such approval of Shareholders is obtained provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon such specific shareholder approval being obtained;
- (f) where inside information (as defined in the Listing Rules) has come to the knowledge of the Company until (and including) the Business Day after the Company has announced such information;
- (g) during the period commencing one month immediately before the earlier of:
 - (i) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with 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); or
 - (ii) 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 relevant results announcement; and
- (h) in any other circumstances where dealings by the relevant Eligible Participant (including directors of the Company) are prohibited under the Listing Rules, the Securities and Futures Ordinance or any other applicable laws or regulations or where the requisite approval from any applicable regulatory authorities has not been granted,

17.05

and any such Offer so made shall be null and void to the extent (and only to the extent) that it falls within any of the above circumstances.

9. EXERCISE PRICE AND PURCHASE PRICE

Exercise Price (in respect of an Option)

9.1 The Exercise Price at which an Option Holder may subscribe for Shares upon the exercise of an Option shall be determined by the Board in its absolute discretion, and shall be at least the highest of:- 17.03(9)
17.03E

- (a) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the Offer Date, which must be a Business Day;
- (b) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five Business Days immediately preceding the Offer Date; and
- (c) the nominal value of the Shares.

Purchase Price (in respect of an Award)

9.2 The Board may in its absolute discretion determine whether the Award Holder is required to pay any Purchase Price for the acquisition of the Award Shares and, if so required, the amount of the Purchase Price, after taking into account the practices of comparable companies and the effectiveness of this Scheme in attracting talents and motivating the Award Holder to contribute to the long term development of the Group. 17.03(9)

10. VESTING PERIOD AND VESTING CONDITIONS

10.1 The Board has absolute discretion to set a minimum period for which an Option or an Award has to be held before it is vested (the "**Vesting Period**"). The Vesting Date in respect of any Option or any Award by way of issuance of new Shares 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" Options or 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 Options or Awards with performance-based Vesting Conditions in lieu of time-based vesting criteria;
- (d) grants of Options or 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 Option or the Award would have been granted if not for such administrative or compliance requirements;
- (e) grants of Options or Awards with a mixed or accelerated vesting schedule such that the Options or Awards vest evenly over a period of 12 months; or

- (f) grants of Options or Awards with a total vesting and holding period of more than 12 months.
- 10.2 If a Vesting Date is not a Business Day, such Vesting Date shall, subject to any trading halt or suspension of dealings in the Shares on the Stock Exchange, be deemed to be the next Business Day immediately thereafter.
- 10.3 If the Vesting Date of an Award falls within a period during which the Company, the Trustee or the relevant Grantee is prohibited from dealing in Shares by the Stock Exchange, the Listing Rules or any applicable laws, rules or regulations, the Award shall vest on the first Business Day after the expiry of such period or such later date as the Scheme Administrator may in its absolute discretion determine.
- 10.4 Options and Awards granted under this Scheme are subject to such vesting conditions (the “**Vesting Conditions**”), if any, which must be satisfied before an Option or an Award shall become vested so that such Option becomes exercisable by the Option Holder or the Award Shares can be vested unto and transfer to the Award Holder (subject to payment of the relevant Purchase Price (if any) and Vesting Expenses (if any)).
- 10.5 Except as otherwise determined by the Scheme Administrator at Offer Date to be set out in the Offer Letter, upon termination of the Eligible Participant’s Continuous Service for any reason, (i) with respect to an Option granted to such Eligible Participant, to the extent not vested and/or not exercisable on the date of such termination of Continuous Service, shall automatically lapse upon the termination of such Eligible Participant’s Continuous Service, subject to any conditions on vesting or exercise and other limitations in respect of such Option so granted may be determined by the Scheme Administrator; and (ii) with respect to an Award granted to such Eligible Participant, to the extent not vested on the date of such termination of Continuous Service, shall automatically lapse upon the termination of such Eligible Participant’s Continuous Service, and the relevant Award Shares shall become Returned Shares, subject to any condition and other limitations in respect of such Award so granted may be determined by the Scheme Administrator, provided that, in the event of an Award granted with a Purchase Price, the Scheme Administrator may in its absolute discretion determine whether such Award shall be lapsed upon the termination of Continuous Service.
- 10.6 The Scheme Administrator may in its absolute discretion determine the Vesting Conditions (if any) applicable to any Eligible Participant and specify such Vesting Conditions in the Offer given to such Eligible Participants, which may be a time-based Vesting Condition and/or a performance-based Vesting Condition (the “**Performance Conditions**”) requiring the Grantee to meet certain performance target, which may relate to the revenue, the profitability and/or the business goals of the Group or any of its business unit, to be assessed based on such method as the Scheme Administrator may determine in its absolute discretion.
- 10.7 After the grant of an Option or an Award, the Scheme Administrator may in its absolute discretion amend any Performance Condition if any event occurs which causes it to consider that the amended Performance Condition would, in the absolute discretion of the Scheme Administrator, be a more accurate or reasonable measure of the performance of the Grantee.
- 10.8 If the Vesting Conditions are not satisfied in full, except as otherwise determined by the Scheme Administrator, the Option or the Award shall lapse automatically in respect of such proportion of underlying Shares which have not vested with effect from the date on which the Vesting Conditions are not satisfied, provided that the Eligible Participant’s Continuous Service are not terminated.
- 10.9 The performance target of the Performance Condition should take such a form as the Scheme Administrator or the Remuneration Committee (as the case may be) may consider appropriate

having regard to the key performance indicators, at corporate, subsidiary, division, operating unit, business line, project, geographic or individual level or otherwise, commonly adopted by businesses operating in the industries and markets in which the Group operates

11. EXERCISE OF OPTIONS

11.1 Subject to the relevant provisions of these Scheme Rules, upon vesting and subject to the applicable Exercise Period and the terms of this Scheme, an Option (to the extent vested) may be exercised in whole or in part in accordance with the terms of the Offer Letter and this Scheme at any time during the Exercise Period (which shall be a period to be determined by the Scheme Administrator in its absolute discretion provided that, such period shall end not later than 10 years after the date on which the Option is deemed to be granted under Rule 8.2) by the Grantee (or, in the case of his death, his legal personal representative(s)) giving notice in writing (in such form as the Scheme Administrator may from time to time specify) to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the Exercise Price for the Shares in respect of which the notice is given. Any notice given without the relevant remittance shall be invalid.

17.03(5)

11.2 Notwithstanding any contrary provisions herein contained, if at the time an Option Holder wishes to exercise his Option, the exercise of such Option or the consequence of such exercise is not permitted by applicable laws or the Listing Rules, the Option Holder shall not be entitled to exercise his Option until such exercise becomes permissible by the applicable laws and the Listing Rules.

11.3 Without prejudice to other provisions of these Scheme Rules, an Option granted hereunder may be exercised by the Grantee (or his or her legal personal representatives) at any time during the Exercise Period, provided that:-

- (a) in the event of the Grantee ceasing to be an Eligible Participant for any reason other than due to (i) his or her death, (ii) one or more of the Grounds for Termination with Cause, or (iii) retirement in accordance with the terms of his or her contract of employment or by virtue of any statutory requirement, the Grantee may exercise his or her Options up to his or her entitlement at the date of cessation (to the extent exercisable and not already exercised) within the one (1) month following the Grantee's last day of employment or engagement with the Company, the relevant Subsidiary or the relevant Invested Entity (as the case may be), whether salary is paid in lieu of notice or not, unless the exercise period is otherwise extended by the Board;
- (b) in the event that the Grantee ceases to be an Eligible Participant by reason of death or disability (provided that none of the events which would be a Ground for Termination with Cause arises prior to his or her death or Disability), the legal personal representative(s) of such Grantee shall be entitled within a period of twelve (12) months from the date of death or date on which the Grantee ceases to be an Eligible Participant due to the disability (or such longer period as the Scheme Administrator may determine) to exercise the Options in full (to the extent such Options have become exercisable and are not already exercised);
- (c) in the event that the Grantee ceases to be an Eligible Participant by reason of retirement in accordance with the terms of his or her contract of employment or by virtue of any statutory requirement and none of the events which would be a Ground for Termination with Cause has arisen, the Grantee shall be entitled within a period of twelve (12) months from the date of retirement (or such longer period as the Scheme Administrator may determine) to exercise his or her Options in full (to the extent such Options have become exercisable and are not already exercised);

- (d) in the event of a general or partial offer, whether by way of take-over offer, share repurchase offer, or scheme of arrangement or otherwise in like manner is made to all Shareholders, or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror, the Company shall use all reasonable endeavours to procure that such offer is extended to all the Grantees on the same terms, *mutatis mutandis*, and assuming that they will become, by the exercise of the Options granted to them, Shareholders of the Company. If such offer becomes or is declared unconditional, the Scheme Administrator shall have absolute discretion to determine that all or a portion of the Options may be exercisable (to the extent not already exercised). A Grantee (or where permitted under Rule 11.3(b) his or her legal personal representative(s)) shall be entitled to exercise such Options by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate Exercise Price for the Option Shares in respect of which the notice is given at any time before the close of such offer (or any revised offer);
- (e) in the event a notice is given by the Company to the Shareholders to convene a general meeting for the purposes of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it despatches such notice to each Shareholder give notice thereof to all Grantees (together with a notice of the existence of the provisions of this Rule) and thereupon, each Grantee (or where permitted under Rule 11.3(b) his or her legal personal representative(s)) shall be entitled to exercise all or any of his or her Options (to the extent such Options have become exercisable and have not already been exercised) at any time not later than two (2) Business Days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate Exercise Price for the Option Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot and issue the relevant Option Shares to the Grantee credited as fully paid, which shares shall rank *pari passu* with all other Shares in issue on the date prior to the passing of the resolution to wind-up the Company to participate in the distribution of assets of the Company available in liquidation; and
- (f) in the event of a compromise or arrangement between the Company and its creditors (or any class of them) or between the Company and its Shareholders (or any class of them), in connection with a scheme for the reconstruction or amalgamation of the Company, the Company shall give notice thereof to all Grantees on the same day as it gives notice of the meeting to its Shareholders or creditors to consider such a scheme or arrangement, and thereupon any Grantee (or where permitted under Rule 11.3(b) his or her legal personal representative(s)) may forthwith and until the expiry of the period commencing with such date and ending with the earlier of the date falling two (2) calendar months thereafter and the date on which such compromise or arrangement is sanctioned by the court be entitled to exercise his or her Option(s) (to the extent such Options have become exercisable and are not already exercised), but the exercise of the Option(s) shall be conditional upon such compromise or arrangement being sanctioned by the court and becoming effective. The Company may thereafter require such Grantee and the Grantee shall agree to transfer or otherwise deal with the Shares issued as a result of such exercise of his or her Option(s) so as to place the Grantee in the same position as would have been the case had such Shares been subject to such compromise or arrangement.

12. VESTING OF AWARDS

Settlement of an Award

- 12.1 For the purposes of vesting of the Award, the Scheme Administrator may either:-
- (a) cause the Award Shares to be allotted and issued to the Award Holder upon the vesting of the relevant Awards or as soon as reasonably practicable thereafter if it is not pragmatic to effect such allotment and issue on the Vesting Date;
 - (b) direct and procure the Trustee to release from the Trust the Award Shares to the Award Holder by transferring the number of Award Shares so vested to the Award Holder in such manner as may be determined by it from time to time; or
 - (c) if, based on advice from a legal or tax adviser engaged by the Company, the Scheme Administrator considers in its absolute opinion that (i) it is not practicable for such Award Holder to receive the Award in Shares as set out in the Vesting Notice solely due to legal or regulatory restrictions with respect to such Award Holder's ability to receive the Award in Shares or the Trustee's ability to give effect to any such transfer to such Award Holder, or (ii) the tax position of the Company or such Award Holder would be adversely affected if such Award Holder receives the Award in Shares, the Scheme Administrator will direct and procure the Trustee to sell by way of on-market transaction at the prevailing market price, the number of Award Shares so vested in respect of such Award Holder and pay such Award Holder the net proceeds in cash arising from such sale based on the Actual Selling Price of such Award Shares.
- 12.2 Except in the circumstances as set out in Rule 12.4, barring any unforeseen circumstances, within a reasonable time period as agreed between the Trustee and the Scheme Administrator from time to time prior to any Vesting Date, the Scheme Administrator shall send to the Trustee a vesting notice (the "**Vesting Notice**") and instruct the Trustee the extent to which the Award Shares held in the Trust (including, without limitation, whether the Award Shares should comprise of new Shares and/or existing Shares acquired by way of on-market transaction) shall be transferred and released from the Trust to the Award Holder in the manner as may be determined by the Scheme Administrator, or be sold as soon as practicable from the Vesting Date.
- 12.3 Except in the circumstances as set out in Rule 12.4, subject to the receipt of the Vesting Notice and the instructions from the Scheme Administrator, the Trustee shall transfer and release the relevant Award Shares to the relevant Award Holder in the manner as may be determined by the Scheme Administrator or sell the relevant Award Shares within any time stipulated in Rule 12.2 and pay the Actual Selling Price of such Award Shares to the Award Holder within a reasonable time period (in both cases with the Related Income derived from such Award Shares) in satisfaction of the Award.
- 12.4 Other than the stamp duty to be borne by the Company in accordance with Rule 21.1, all other taxes (including personal income taxes, professional taxes, salary taxes and similar taxes, as applicable), duties, social security contributions, impositions, charges and other levies arising out of or in connection with the Award Holder's participation in this Scheme or in relation to the Award Shares, Related Income or cash amount of equivalent value of the Award Shares (the "**Taxes**") shall be borne by the Award Holder, and neither the Company nor the Trustee shall be liable for any Taxes. The Award Holder shall indemnify all members of the Group and the Trustee against any liability each of them may have to pay or account for such Taxes, including any withholding liability in connection with any Taxes. To give effect to this, any member of the Group and/or the Trustee may, notwithstanding any contrary provisions of this Scheme (but subject to applicable law):
- (a) reduce or withhold the number of the Award Holder's Award Shares underlying the Award or the amount of the Related Income (the number of Award Shares underlying the Award that may be reduced or withheld shall be limited to the number of Award Shares

that have a fair market value on the date of reduction or withholding that, in the reasonable opinion of the Company, is sufficient to cover any such liability);

- (b) sell, on the Award Holder's behalf, such number of Shares to which the Award Holder becomes entitled under this Scheme and retain the proceeds and/or pay them to the relevant authorities or government agency;
- (c) deduct or withhold, without notice to the Award Holder, the amount of any such liability from any payment to the Award Holder made under this Scheme or from any payments due from a member of the Group to the Award Holder, including from any amount payable to the Award Holder by any member of the Group; and/or
- (d) require the Award Holder to remit to any member of the Group an amount sufficient to satisfy any Taxes or other amounts required by any governmental authority to be withheld and paid over to such authority by any member of the Group on account of the Award Holder or to otherwise make alternative arrangements satisfactory to the Company for the payment of such amounts.

The Trustee shall not be obliged to transfer any Award Shares (or pay the Actual Selling Price of such Award Shares) or Related Income to an Award Holder unless and until the Award Holder satisfies the Trustee and the Company that such Award Holder's obligations under this Rule 12.4 have been met.

- 12.5 Notwithstanding Rules 12.1, 12.2 and 12.3, if the Company, the Trustee or any relevant Award Holder would or might be prohibited from dealing in Shares by the Listing Rules, or any other applicable laws or regulations at the time when the Shares would otherwise have been allotted, issued, transferred or sold (as the case may be) under those provisions, the allotment, issue, transfer or sale shall occur as soon as possible after the date when such dealing is permitted by the Listing Rules, or the applicable laws or regulations.
- 12.6 Notwithstanding any contrary provisions herein contained, the rights of the Award Holder to have the relevant Award Shares and the Related Income to be transferred to it upon vesting is subject to the payment to the Trustee the Purchase Price (if any) and the Vesting Expenses (as applicable), provided that, Continuous Services of the relevant Award Holders shall not be terminated throughout the period commencing from the Vesting Date and up to such payment is made. Further, in the event that the Trustee does not received the relevant Purchase Price and the relevant Vesting Expenses within certain period as determined by the Scheme Administrator after the vesting of the Award (or any part thereof), or the Continuous Service of an Award Holder is terminated prior to the payment of the Purchase Price, except as otherwise determined by the Scheme Administrator, the Award (or any part thereof) which would have otherwise been vested but for this Rule 12.6 shall automatically lapse and the relevant Award Shares shall be deemed to be Returned Shares.

Issue of Shares to the Trustee and Acquisition of Shares by the Trustee

- 12.7 The Board shall determine on the Offer Date whether the Awards shall be satisfied by the allotment and issue of new Shares or the acquisition of existing Shares by way of on-market transaction. Subject to Rule 12.11, for the purposes of satisfying the Awards granted, the Company may, as soon as reasonably practicable from the Offer Date, (i) in the case of the Scheme Administrator having determined that the Awards shall be satisfied by the allotment and issue of new Share, allot and issue new Shares to the Trustee under the scheme mandate of this Scheme; (ii) in the case of the Scheme Administrator having determined that the Awards shall be satisfied by the acquisition of existing Shares by way of on-market transactions, transfer to the Trustee the necessary funds and instruct the Trustee to acquire existing Shares by way of on-market transaction at the prevailing market price; and/or (iii) instruct the Trustee whether or

not to apply any Returned Shares to satisfy any Awards granted. For the avoidance of doubt, the Company may provide terms and conditions relating to the acquisition of Shares in the instructions to the Trustee. The costs of such allotment or purchase of Shares shall be borne by the Company .

- 12.8 Where the Trustee has received instructions from the Company to acquire Shares by way of on-market transaction, the Trustee shall acquire such number of Shares as instructed by the Company by way of on-market transaction at the prevailing market price as soon as reasonably practicable after receiving the necessary funds from the Company.
- 12.9 The Trustee shall hold the Shares and the Related Income in accordance with the terms of the Trust Deed.
- 12.10 Subject to Rule 12.9, the Trustee shall only be obliged to transfer Award Shares (and the Related Income derived from such Award Shares) to the Award Holders on vesting to the extent that such Award Shares (and the Related Income derived from such Award Shares) are comprised in the Trust.
- 12.11 The Company shall not allot or issue new Shares nor instruct the Trustee to acquire existing Shares by way of on-market transaction, where such action (as applicable) is prohibited under the Listing Rules or other applicable laws and regulations from time to time. Where such prohibition causes the prescribed timing imposed by this Scheme or the Trust Deed to be missed, such prescribed timing shall be treated as extended until as soon as reasonably practicable after the first Business Day on which the prohibition no longer prevents the relevant action.

Returned Shares

- 12.12 Where an Award Share, in respect of an Eligible Participant, (i) is not accepted by such Eligible Participant within the timeframe as stipulated in accordance with Rule 8.1 and has been lapsed in accordance with Rule 8.3; or (ii) does not vest, or otherwise forfeited or lapsed, in accordance with the relevant provisions of these Scheme Rules, such Award Share shall become a Returned Share. The Trustee shall hold the Returned Shares to be applied towards future Awards in accordance with the provisions of this Scheme. When Shares have been deemed to be Returned Shares under this Scheme, the Trustee shall notify the Company accordingly.

13. RESTRICTIONS ON OPTIONS AND AWARDS

Rights attached to Options and Awards

- 13.1 The Grantee only has a contingent interest in the Grant Shares underlying an Option or an Award unless and until such Option Shares are actually issued to the Grantee upon the exercise of the Option or such Award Shares are actually vested unto and transferred to the Grantee under the Award. No Grantee shall enjoy any of the rights of a Shareholder (including the right to vote at general meeting of the Company or to receive any dividends or distributions in respect of any Grant Shares) unless and until the Grant Shares are actually issued or transferred (as the case may be) to the Grantee as aforesaid save as otherwise provided for hereunder. 17.03(10)
- 13.2 An Award Holder does not have any rights to any of the Related Income until the Award Shares and Related Income are vested unto and transferred to them.
- 13.3 No instructions may be given by an Award Holder to the Trustee in respect of the Award Shares or any other property of the Trust, and the Trustee shall not follow instructions given by an Award Holder in respect of the Award Shares or any other property of the Trust.

- 13.4 The Shares to be issued upon the exercise of an Option or transferred upon the vesting of an Award shall be subject to all the provisions of the memorandum of association of the Company for the time being in force and the Articles, and shall rank *pari passu* in all respects with, and shall have the same voting, dividend, transfer and other rights as, the fully paid Shares in issue on the date on which those Option Shares are issued or those Award Shares are transferred and, without prejudice to the generality of the foregoing, shall entitle the holders to participate in all dividends or other distributions paid or made on or after the date on which those Option Shares are issued or those Award Shares are transferred, other than any dividends or distributions previously declared or recommended or resolved to be paid or made if the record date thereof shall be before the date on which those Option Shares are issued or those Award Shares are transferred.
- 13.5 The Company shall use all reasonable endeavours to procure that the Option Shares and the Award Shares shall, upon the issue or transfer thereof (or as soon as practicable), become listed on such stock exchanges on which Shares already in issue are listed as may be determined by the Board in its absolute discretion.
- 13.6 A Grantee shall have no rights in the balance of the fractional Shares arising out of consolidation or subdivision of Shares (if any) and such Shares shall be deemed Returned Shares for the purposes of this Scheme.
- 13.7 A Grantee shall have no right to any dividend of the Returned Shares or any of the Returned Shares, all of which shall be retained by the Trustee for the benefit of this Scheme.

Transferability of Options and Awards

- 13.8 An Option or an Award shall be personal to the Grantee, and shall not be transferrable or assignable unless a waiver is granted by the Stock Exchange. No Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interests in favour of any third party over or in relation to any Option or any Award, unless a waiver is granted by the Stock Exchange for such transfer. Note to
17.03(17)
- 13.9 Where the Grantee is a company, any change of its controlling shareholder or any substantial change in its management (which is to be determined by the Scheme Administrator in its absolute discretion) will be deemed to be a sale or transfer of interest referred to in Rule 13.8.
- 13.10 The Company may apply (but is not bounded to make any application) to the Stock Exchange for the waiver referred to in Rule 13.8 to allow a transfer of the Option or the Award to a vehicle (such as a trust or a private company) for the benefit of the Grantee and any family members of such Grantee (e.g. for estate planning or tax planning purposes) that would continue to meet the purpose of this Scheme and comply with other requirements of Chapter 17 of the Listing Rules, provided that (i) the Grantee shall disclose to the Company and the Stock Exchange of the beneficiaries of the trust or the ultimate beneficial owners of the transferee vehicle, and such other information as may be required by the Company or the Stock Exchange to support such application; and (ii) unless otherwise determine by the Scheme Administrator in its absolute discretion, the Grantee shall reimburse all the cost and expenses to be incurred by the Company for the making of such application. Note to
17.03(17)

14. CANCELLATION OF OPTIONS AND AWARDS

- 14.1 The Board may, with the consent of the relevant Grantee, in its absolute discretion cancel any Option or any Award granted. Where the Company cancels an Option or an Award and makes a new grant of an Option or an Award to the same Grantee, such new grant may only be made under this Scheme with available scheme mandate approved by the Shareholders as referred to 17.03(14)

in Rule 5. The Options and Awards cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.

15. LAPSE OF OPTIONS AND AWARDS

17.03(12)

- 15.1 Without prejudice and subject to other relevant provisions of these Scheme Rules or otherwise determined by the Scheme Administrator, an Option, (i) if unvested, shall lapse automatically, or (ii) if vested, shall lapse automatically (to the extent not already exercised) on the earliest of:
- (a) the expiry of any applicable Exercise Period;
 - (b) the expiry of any of the periods referred to in Rule 11.3(a), (b) or (c);
 - (c) the date on which the offer (or, as the case may be, the revised offer) referred to in Rule 11.3(d) closes;
 - (d) subject to Rule 11.3(e), the date of the commencement of the winding-up of the Company;
 - (e) subject to Rule 11.3(f), the date when the proposed compromise or arrangement becomes effective;
 - (f) subject to other relevant provisions of these Scheme Rules, a Grantee ceases to be an Eligible Participant due to the termination of Continuous Service pursuant to Rule 10.5;
 - (g) the date on which the Scheme Administrator makes a determination under Rule 16;
 - (h) the date on which the Grantee, being an employee or a director of a member of the Group, ceases to be an Eligible Participant by reason of a termination of his employment or removal from his office of directorship on any one or more of the grounds (as may be determined by the Scheme Administrator in its absolute discretion) that he has been guilty of persistent or serious misconduct, or has become bankrupt or has made any arrangement or composition with his creditors generally or undertakes analogous proceedings, or has been convicted of any criminal offence (other than an offence which in the opinion of the Directors does not bring the Grantee or the Company and its subsidiaries into disrepute) or (if so determined by the Board) on any other ground on which an employer would be entitled to terminate his or her employment immediately without notice or payment in lieu of notice at common law or pursuant to any applicable laws or under the Grantee's service contract with the Company or a Related Entity. (the "**Grounds for Termination with Cause**");
 - (i) in the case of the Grantee being a Service Provider, the date on which the Board in its absolute opinion determines that the Grantee (i) has committed a material breach of any contract entered into between the Grantee and any member of the Group; (ii) has committed an act of bankruptcy or has become insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made an arrangement or composition with his creditors generally; (iii) the Grantee can no longer make any contribution to the growth and development of the Group; or (iv) the Grantee has directly or indirectly involved or engaged in any business which competes or likely to compete with the business of any member of the Group, or has solicited or enticed away any suppliers, customers or employees from any member of the Group;
 - (j) in respect of an Option which are subject to performance or other Vesting Condition(s), the date on which the condition(s) to vesting are not capable of being satisfied;

- (k) the date on which the Grantee commits a breach of any restriction on transfer or others as mentioned in Rules 13.8 to 13.10; and
 - (l) the date on which the Grantee is found to be resident in a place where the grant of the Option to him, the exercise of the Option by him, and/or the issue of the Option Shares to him pursuant to the terms of this Scheme is not permitted under the laws and regulations of such place or where in the absolute opinion of the Scheme Administrator or the Trustee (as the case may be) compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such Grantee.
- 15.2 Without prejudice and subject to other relevant provisions of these Scheme Rules or otherwise determined by the Scheme Administrator, an Award shall lapse automatically (to the extent not already vested) on the earliest of:
- (a) subject to other relevant provisions of these Scheme Rules, a Grantee ceases to be an Eligible Participant due to the termination of Continuous Service pursuant to Rule 10.5;
 - (b) in respect of the Awards granted with Purchase Price, the expiry of the period for payment to be made by a Grantee pursuant to Rule 12.6;
 - (c) the date on which the Scheme Administrator makes a determination under Rule 16;
 - (d) the date on which the Grantee, being an employee or a director of a member of the Group, ceases to be an Eligible Participant by reason of the Grounds for Termination with Cause;
 - (e) in respect of the Awards granted without Purchase Price, the date on of 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 an amalgamation, reconstruction or scheme of arrangement);
 - (f) in the case of the Grantee being a Service Provider, the date on which the Board in its absolute opinion determines that the Grantee (i) has committed a material breach of any contract entered into between the Grantee and any member of the Group; (ii) has committed an act of bankruptcy or has become insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made an arrangement or composition with his creditors generally; (iii) the Grantee can no longer make any contribution to the growth and development of the Group; or (iv) the Grantee has directly or indirectly involved or engaged in any business which competes or likely to compete with the business of any member of the Group, or has solicited or enticed away any suppliers, customers or employees from any member of the Group;
 - (g) in respect of an Award which are subject to performance or other Vesting Condition(s), the date on which the condition(s) to vesting are not capable of being satisfied;
 - (h) the date on which the Grantee commits a breach of any restriction on transfer or others as mentioned in Rules 13.8 to 13.10; and
 - (i) the date on which the Grantee is found to be resident in a place where the grant of the Award to him, the vesting and transfer of the Award Shares and/or the Related Income to him pursuant to the terms of this Scheme is not permitted under the laws and regulations of such place or where in the absolute opinion of the Scheme Administrator or the Trustee (as the case may be) compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such Grantee.

15.3 The Scheme Administrator shall have the power to decide whether an Option or an Award shall lapse and its decision shall be binding and conclusive on all parties. The Company shall not owe any liability to any Grantee for the lapse of any Option or any Award under this Rule 15.

15.4 The relevant Award Shares and Related Income in respect of the Award (or any part thereof) lapsed under Rule 15.2 shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of this Scheme.

16. CLAWBACK

17.03(19)

16.1 In the event that:-

- (a) At any time after a Grantee is found to have engaged in serious misconduct including but not limited to, fraud and deception, guilty of persistent or serious misconduct, convicted of any criminal offence, are discovered;
- (b) the performance forming the basis on which the grant of an Option or an Award, or its becoming exercisable or vested (as the case may be) has been proved not genuine; or
- (c) in the reasonable opinion of the Scheme Administrator, a Grantee has committed a serious breach of an internal policy or code of any member of the Group, including the breach of a non-compete obligation or Commitment to anti-corruption imposed on the Grantee by the Group, and such breach is considered material;

then the Board may make a determination at its absolute discretion that: (A) any Option or any Award granted but not yet exercised or settled shall immediately lapse, regardless of whether such Options or such Awards have vested or not, and (B) with respect to any Grant Share delivered, or Actual Selling Price paid, to the Grantee pursuant to any Option or any Award granted under this Scheme, the Grantee shall be required to transfer back to the Company or its nominee (1) the equivalent number of Shares, (2) an amount in cash equal to the market value of such Shares or the Actual Selling Price, or (3) a combination of (1) and (2).

17. ALTERATIONS IN SHARE CAPITAL OR CORPORATE TRANSACTIONS

Alterations in Share Capital

17.1 In the event of any alteration in the capital structure of the Company by way of capitalisation of profits or reserves, rights issue, subdivision or consolidation of Shares or reduction of the share capital of the Company (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party) after the Adoption Date, the Board shall make such corresponding adjustments, if any, as the Board in its discretion may deem appropriate to reflect such change with respect to:

17.03(13)

- (a) the number of Shares comprising the Scheme Mandate Limit or Service Provider Sublimit, provided that, in the event of any Share subdivision or consolidation, the Scheme Mandate Limit and Service Provider Sublimit as a percentage of the total issued Shares of the Company at the date immediately before any consolidation or subdivision shall be the same on the date immediately after such consolidation or subdivision;
- (b) the number of Shares subject to the Options or the Awards, to the extent any Option has not been exercised or the Award so far as unvested; and/or
- (c) the Exercise Price or Purchase Price (if any),

or any combination thereof, as the Auditors or a financial advisor engaged by the Company for such purpose have certified satisfy the relevant requirements of the Listing Rules and are, in their opinion, fair and reasonable either generally or as regards any particular Grantee, provided always that: (i) any such adjustments should give each Grantee the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that to which that Grantee was previously entitled prior to such adjustments; and (ii) no such adjustments shall be made which would result in a Share being issued at less than its nominal value. The capacity of the Auditors or financial advisor (as the case may be) in this Rule 17 is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees.

Corporate Transactions

17.2 Without prejudice to Rule 17.1, unless otherwise instructed by the Board:-

- (a) in the event of the Company undertaking a rights issue, the Trustee shall sell the nil-paid rights allotted to it, and hold the net proceeds of sale as (i) the Related Income or funds of the Trust as may be directed by the Scheme Administrator in its absolute discretion (for the cash income derived from Award Shares) or (ii) funds of the Trust (for the cash income derived from Returned Shares);
- (b) in the event of the Company issuing bonus warrants in respect of any Shares which are held by the Trustee, the Trustee shall not subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants, and shall sell the bonus warrants created and granted to it within a reasonable period of time, and hold the net proceeds of sale of such bonus warrants as (i) the Related Income or funds of the Trust as may be directed by the Scheme Administrator in its absolute discretion (for the cash income derived from Award Shares) or (ii) funds of the Trust (for the cash income derived from Returned Shares);
- (c) in the event of the Company undertaking a scrip dividend scheme, the Trustee shall elect to receive the cash component, and hold such cash dividend received as (i) the Related Income or the funds of the Trust as may be directed by the Scheme Administrator in its absolute discretion (for the cash income derived from Award Shares) or (ii) funds of the Trust (for the cash income derived from Returned Shares);
- (d) in the event of other non-cash and non-scrip distributions made by the Company in respect of the Shares held under the Trust, the Trustee shall sell such distribution and the net sale proceeds thereof shall be held as (i) the Related Income or the funds of the Trust as may be directed by the Scheme Administrator in its absolute discretion (for net sale proceeds derived from the sale of distributions in respect of Award Shares) or (ii) funds of the Trust (for net sale proceeds derived from the sale of distributions in respect of the Returned Shares);
- (e) without prejudice to other provisions of these Scheme Rules, if there is an event of change in control of the Company as the result of a merger, scheme of arrangement or general offer, or in the event of a dissolution or liquidation of the Company, the Board shall at its sole discretion determine whether the Vesting Dates of any Option or any Award will be accelerated and/or the vesting conditions or criteria of any Option or any Award will be amended or waived, and notify the Grantees accordingly.

17.3 For the purpose of Rule 17, “control” shall have the meaning as specified in The Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC from time to time.

18. SHARE CAPITAL

- 18.1 The exercise of any Option shall be subject to the approval of the Shareholders in general meeting for any necessary increase in the authorised share capital of the Company. Subject thereto, the Board shall make available sufficient authorised but unissued share capital of the Company to meet subsisting requirements upon the exercise of Options.

19. AMENDMENT OF THE SCHEME OR AWARDS

- 19.1 Subject to the provisions of this Rule 19, the Board may amend any of the provisions of this Scheme or any Option or any Award granted under this Scheme at any time and in any respect, provided that the terms of this Scheme, any Option or any Award so altered must comply with the relevant requirements of Chapter 17 of the Listing Rules. 17.03(18)

- 19.2 Subject to Rule 19.5, consent in writing of such number of the Option Holders or the Award Holders, as the case may be, as shall together hold the Options or Awards in respect of not less than three-fourths in nominal value of all Shares then subject to Options or Awards granted under the Scheme is required for any change to the provisions of this Scheme or any Option or any Award granted under this Scheme to the extent that such amendment or alteration has a material adverse effect on any subsisting rights of the relevant Grantees at that date in respect of any Option or any Award already granted to such Grantees and to the extent that such Options or such Awards have not vested or lapsed or been forfeited, provided that no such consent shall be required if the Scheme Administrator determines in its sole discretion that such amendment or alteration either:

- (a) is necessary or advisable in order for the Company, this Scheme or the Option 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 Option or such Award, or that any such diminishment has been adequately compensated.

- 19.3 Subject to Rule 19.5, the approval of the Shareholders in general meeting is required for:

- (a) any amendment or alteration to the terms of this Scheme which are of a material nature or to those provisions of this Scheme 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; and
- (b) any change to the authority of the Board or the Scheme Administrator, including under this Rule 19, to alter the terms of this Scheme shall be subject to the approval of the Shareholders in general meeting.

- 19.4 Subject to Rule 19.5, any amendment or alteration to the terms of any Option or 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, except where the relevant alteration takes effect automatically under existing terms of this Scheme.

- 19.5 Rules 19.2 to 19.4 shall apply only for so long as the Shares remain listed on the Stock Exchange.

20. SCHEME LIFE AND TERMINATION

- 20.1 This Scheme shall be valid and effective for the period (the “**Term**”) (i) commencing on the Adoption Date, subject to the fulfilment of the conditions set out in Rule 2.1, and (ii) ending on 17.03(11)

the earlier of the 10th anniversary of the Adoption Date or the date of early termination of this Scheme as mentioned in Rule 20.2.

20.2 The Scheme shall terminate on the earlier of:

- (a) the expiry of the Scheme Period; and
- (b) such date of early termination as determined by the Board.

20.3 After the expiry of the Term, no further Options or Awards may be granted but the provisions of this Scheme shall remain in full force and effect in all other respects in respect of Options and Awards granted prior thereto but not yet exercised or vested at the time of expiry, which shall continue to be exercisable, and able to be vested, after the expiry of the Term in accordance with their terms of grants.

17.03(16)

20.4 On the Business Day following the settlement, lapse, forfeiture or cancellation (as the case may be) of the last outstanding Award made under this Scheme, the Trustee shall sell all the Shares remaining in the Trust within a reasonable time period as agreed between the Trustee and the Company upon receiving notice of the settlement, lapse, forfeiture or cancellation (as the case may be) of such last outstanding Award (or such longer period as the Company may otherwise determine), and remit all cash and net proceeds of such sale and the funds of the Trust (after making appropriate deductions in respect of all disposal costs, expenses and other existing and future liabilities in accordance with the Trust Deed) to the Company or at its direction.

21. MISCELLANEOUS

Costs

21.1 The Company shall bear the costs of establishing and administering this Scheme, including, for the avoidance of doubt, expenses incurred in the purchase of Shares by the Trustee and stamp duty and normal registration fees (i.e. not being fee chargeable by the share registrar for any express service of registration) in respect of the transfer of Shares to the Award Holder on the relevant Vesting Date or the issue of the Option Shares. The Company shall not be liable for any tax or expenses of such other nature payable on the part of any Grantee or the Trustee in respect of any sale, purchase, vesting, issue or transfer of Shares and the Related Income.

Governing Law and Third Party Rights

21.2 The Scheme Rules and all Options and Awards granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.

21.3 The Scheme shall operate subject to the Articles and to any restrictions under any applicable laws, rules and regulations (including the Listing Rules). All allotments and issuances of Shares pursuant to this Scheme will be subject to all necessary consents under any relevant legislation and Listing Rules for the time being in force in Hong Kong and in the Company's place of incorporation or domicile.

21.4 Save as otherwise expressly provided in the Scheme Rules, no third party (which for the purposes of this Rule 21.4 means any person other than the Company and Grantees) shall have the right to enforce any of the terms of the Scheme or the Scheme Rules or otherwise enjoy any benefits under the Scheme pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) or otherwise. Alteration of the Scheme, the Scheme Rules, Options or Awards may be effected in accordance with Rule 19 without requiring the consent of any third party.

No Rights or Liability to Grantee

- 21.5 This Scheme shall not form part of any contract of employment between the Company or any Subsidiary and any Eligible Participant or Grantee, and the rights and obligations of any Eligible Participant or any Grantee under the terms of their office or employment shall not be affected by the participation of any Eligible Participant or any Grantee in this Scheme or any right which the Eligible Participant or the Grantee may have to participate in it, and this Scheme shall afford such Eligible Participant or such Grantee no additional rights to compensation or damages in consequence of the termination of such office or employment or engagement for any reason.
- 21.6 The Company shall not be responsible to: (i) any Eligible Participant or any Grantee for any failure by the Company or any person involved in the management or administration of the Scheme; (ii) any person (including any Eligible Participant and any Grantee) to obtain any consent or approval required for such person to participate in the Scheme; or (iii) any Eligible Participant or any Grantee for any Taxes, expenses, fees or any other liability to which such Eligible Participant or such Grantee may become subject as a result of participation in the Scheme.
- 21.7 Save as specifically provided herein, this Scheme shall not confer on any person any legal or equitable rights against any member of the Group directly or indirectly or give rise to any cause of action at law or in equity against the any member of the Group. No person shall, under any circumstances, hold the Board, Scheme Administrator, the Company or any other member of the Group, any administrator or any trustee or designated third party liable for any costs, losses, expenses and/or damages whatsoever arising from or in connection with the Scheme or the administration thereof.
- 21.8 In the event that an Option or an Award lapses or is forfeited in accordance with the Scheme Rules, no Grantee shall be entitled to any compensation for any loss or any right or benefit or prospective right or benefit under the Scheme which the Grantee might otherwise have enjoyed.
- 21.9 A Grantee shall be responsible for obtaining any governmental or other official consent or approval that may be required by any country or jurisdiction in order to permit the grant, holding, exercise or vesting of any Option or any Award. By accepting an offer of the grant of an Option or an Award or exercising an Option or vesting of an Award, the Grantee thereof is deemed to have represented to the Company that the Grantee has obtained all such consents and approvals. Compliance with this Rule shall be a condition precedent to an acceptance of an Option or an Award by a Grantee and an exercise by, or vesting onto, a Grantee of their Options or Awards. Each Grantee, by their acceptance of any Option or any Award, shall thereby agree to indemnify each member of the Group fully against all claims, demands, liabilities, actions, proceedings, fees, costs and expenses which they may suffer or incur (whether alone or jointly with other party or parties) for or in respect of any failure on the part of the Grantee to obtain any necessary consent or approval or to pay tax or other liabilities referred therein. No member of the Group shall be responsible for any failure by a Grantee to obtain any such consent or approval or for any tax or other liability to which a Grantee may become subject as a result of the Grantee's participation in the Scheme.

Severability

- 21.10 Each provision hereof shall be treated as a separate provision and shall be severally enforceable as such in the event of any provision or provisions being or becoming unenforceable in whole or in part. To the extent that any provision or provisions hereof are unenforceable they shall be deemed to be deleted from the Scheme Rules, and any such deletion shall not affect the enforceability of the Scheme Rules as remain not so deleted.

Personal Data

- 21.11 By accepting an Option and an Award and participating in the Scheme, each Grantee consents to the holding, processing, storage and use of personal data or information concerning the Grantee by any member of the Group or other third party service provider, in Hong Kong or elsewhere, for the purpose of the administration, management or operation of the Scheme. Such consent permits, but is not limited to, the following:
- (a) the administration and maintenance of records of the Grantee;
 - (b) the provision of data or information to without limitation members of the Group, trustees, registrars, brokers or third party administrators or managers of the Scheme, in Hong Kong or elsewhere;
 - (c) the provision of data or information to future purchasers or merger partners of the Company or any other member of the Group, the Grantee's employing company, or the business in which the Grantee works;
 - (d) the transfer of data or information about the Grantee to a country or territory outside China, Hong Kong or the Grantee's home country which may not provide the same statutory protection for the information about the Grantee as in China, Hong Kong or the Grantee's home country; and
 - (e) in the case where an announcement or other disclosure document is required to be made pursuant to the Listing Rules for the purposes of granting an Option and an Award, the disclosure of the identity of such Grantee, the number of Shares underlying such Options and Awards and the terms of the Option and the Award granted and/or to be granted and all other information as required under the Listing Rules.

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

22. NOTICES

- 22.1 Any notice or other communication between the Company and any Eligible Participant or any Grantee may be given by sending the same by prepaid post or by personal delivery to:
- (a) in the case of the Company, its principal place of business in Hong Kong or such other address as notified to the Eligible Participant or the Grantee from time to time; and
 - (b) in the case of an Eligible Participant or an Grantee, their address as notified to the Company from time to time or by hand delivery.

In addition, any notice or other communication from the Company to any Eligible Participant or any Grantee may be given by any electronic means, as the Board considers appropriate.

- 22.2 Any notice or other communication served by post shall be deemed to have been served 24 hours after the same was put in the post. Any notice or other communication served by electronic means shall be deemed to have been received on the day following that on which it was sent. Any notice or other communication served by personal delivery shall be deemed to have been received when delivered. Any notice or other communication if sent by the Grantee shall be irrevocable and shall not be effective until actually received by the Company.