

**BEST LINKING GROUP HOLDINGS LIMITED**  
**永聯豐集團控股有限公司**  
*(Incorporated in the Cayman Islands with limited liability)*

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**SHARE OPTION SCHEME**

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Adopted by written resolutions passed by all the shareholders of  
Best Linking Group Limited on 21 October 2019

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## CONTENTS

<u>Clause</u>	<u>Heading</u>	
<u>Page</u>		
1.	DEFINITIONS .....	2
2.	CONDITIONS .....	5
3.	PURPOSE OF THE SCHEME .....	5
4.	DETERMINATION OF ELIGIBILITY .....	6
5.	DURATION AND ADMINISTRATION .....	6
6.	GRANT OF OPTION.....	6
7.	SUBSCRIPTION PRICE .....	8
8.	EXERCISE OF OPTIONS .....	9
9.	LAPSE OF OPTION .....	12
10.	MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION .....	13
11.	REORGANISATION OF CAPITAL STRUCTURE.....	15
12.	SHARE CAPITAL .....	15
13.	DISPUTES .....	16
14.	ALTERATION OF THE SCHEME.....	16
15.	TERMINATION .....	16
16.	CANCELLATION .....	17
17.	MISCELLANEOUS .....	17

**BEST LINKING GROUP HOLDINGS LIMITED**  
**永聯豐集團控股有限公司**  
*(Incorporated in the Cayman Islands with limited liability)*

Share Option Scheme

Conditionally adopted pursuant to an ordinary resolution of the sole Shareholder of Best Linking Group Holdings Limited 永聯豐集團控股有限公司 passed on 21 October 2019.

**1. DEFINITIONS**

1.01 In this Scheme the following expressions have the following meanings:

“ <b>Adoption Date</b> ”	21 October 2019 (the date on which the Scheme is conditionally adopted by the sole Shareholder by way of written resolution);
“ <b>associates</b> ”	has the meanings ascribed to it under the GEM Listing Rules;
“ <b>Auditors</b> ”	the auditors for the time being of the Company;
“ <b>Board</b> ”	the board of directors of the Company or a duly authorised committee thereof;
“ <b>Business Day</b> ”	a day (excluding Saturday) upon which banks are open for business in Hong Kong;
“ <b>chief executive</b> ”	has the meanings ascribed to it under the GEM Listing Rules;
“ <b>close associates</b> ”	has the meanings ascribed to it under the GEM Listing Rules;
“ <b>Commencement Date</b> ”	in respect of any particular Option, the date upon which the Option is accepted in accordance with the Scheme;
“ <b>Company</b> ”	Best Linking Group Holdings Limited 永聯豐集團控股有限公司, an exempted company incorporated in the Cayman Islands;
“ <b>core connected person</b> ”	has the meanings ascribed to it under the GEM Listing Rules;

<b>“Director”</b>	directors of the Company;
<b>“Eligible Person(s)”</b>	(a) any full-time or part-time employee of any member of the Group; (b) any consultant or adviser of any member of the Group; (c) any director (including executive, non-executive or independent non-executive directors) of any member of the Group; (d) any substantial shareholder of the Group; or (e) any distributor, contractor, supplier, agent, customer, business partner or service provider of any member of the Group, to be determined absolutely by the Board;
<b>“Financial Adviser”</b>	an independent financial adviser of the Company;
<b>“GEM”</b>	the GEM operated by the Stock Exchange;
<b>“GEM Listing Rules”</b>	the Rules Governing the Listing of Securities on the GEM;
<b>“Grantee”</b>	any Participant who accepts the Offer of the grant of any Option in accordance with the terms of the Scheme or (where the context so permits) a person entitled to any such Option, in accordance with the laws of succession applicable, to exercise any option in consequence of the death of the original Grantee;
<b>“Group”</b>	the Company and any entity in which the Company directly or indirectly holds any equity interest;
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Offer”</b>	the offer of the grant of an Option made in accordance with Clause 6;
<b>“Offer Date”</b>	the date on which an Option is offered to a Participant;
<b>“Offer Letter”</b>	has the meaning specified in Clause 6.02;

<b>“Option”</b>	an option to subscribe for Shares pursuant to the Scheme and for the time being subsisting;	
<b>“Option Period”</b>	the period for the exercise of an Option to be notified by the Board to the Grantee in the Offer, but in any event shall not exceed 10 years from the Offer Date;	23.03(5)
<b>“Option Price”</b>	means such nominal amount as determined by the Board from time to time for each acceptance of an offer;	
<b>“Participant”</b>	(a) any full-time or part-time employee of any member of the Group; (b) any consultant or adviser of any member of the Group; (c) any director (including executive, non-executive or independent non-executive directors) of any member of the Group; (d) any substantial shareholder of the Group; or (e) any distributor, contractor, supplier, agent, customer, business partner or service provider of any member of the Group, to be determined absolutely by the Board;	23.03(2)
<b>“Scheme”</b>	this share option scheme in its present form or as amended in accordance with the provisions hereof;	
<b>“Scheme Period”</b>	the period commencing on the Adoption Date and expiring at the close of business on the Business Day immediately preceding the tenth anniversary thereof;	
<b>“Share(s)”</b>	the fully paid ordinary share(s) in the capital of the Company with a par value of HK\$0.01 each (or of such other nominal amount of the shares comprising the ordinary share capital of the Company as shall result from a subdivision, consolidation, reclassification or reconstruction (from time to time) of the Company;	
<b>“Shareholders”</b>	holders of the Shares from time to time;	

“ <b>Stock Exchange</b> ”	The Stock Exchange of Hong Kong Limited;
“ <b>Subscription Price</b> ”	the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option as described in Clause 7;
“ <b>substantial shareholder</b> ”	has the meanings ascribed to it under the GEM Listing Rules; and
“ <b>HK\$</b> ”	Hong Kong dollars, the lawful currency of Hong Kong.

- 1.02 Clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of the Scheme. References herein to Clauses are to clauses of this Scheme.
- 1.03 References to masculine gender include references to the feminine and neuter gender and references to the singular include references to the plural and vice versa.
- 1.04 Any reference to a time of a day in the Scheme is a reference to Hong Kong time.

## **2. CONDITIONS**

- 2.01 This Scheme shall take effect subject to the passing of the necessary resolution to adopt the Scheme by the sole Shareholder in general meeting and is conditional upon the Listing Division of the Stock Exchange granting the listing of, and permission to deal in, the Shares in issue, the Shares to be issued pursuant to the Share Offer and the Capitalisation Issue and the Shares which may fall to be issued pursuant to the exercise of any Options granted which or may be granted under the Scheme. 23.02(1)(a)
- 2.02 If any of the above conditions are not satisfied on or before the expiry of 3 months after the Adoption Date (or such later date as the sole Shareholder may agree), this Scheme shall forthwith terminate and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of this Scheme.
- 2.03 References in Clause 2.01 to the Stock Exchange granting the approval, listing and permission referred to therein shall include where such approvals, listing and permission are granted subject to conditions.

## **3. PURPOSE OF THE SCHEME**

- 3.01 The Scheme is a share incentive scheme and is established to recognize, motivate and provide incentives to those who make contributions to the Group. The purpose of the Scheme is to attract and retain the best available personnel, 23.03(1)

to provide additional incentive to employees (full-time and part-time), directors, consultants, advisers, distributors, contractors, suppliers, agents, customers, business partners and service providers of the Group and to promote the success of the business of the Group.

- 3.02 The Scheme will give the Participants an opportunity to have a personal stake in the Company and will help achieve the following objectives:
- (a) motivate the Participants to optimise their performance and efficiency; and
  - (b) attract and retain the Participants whose contributions are important to the long-term growth and profitability of the Group.

#### **4. DETERMINATION OF ELIGIBILITY**

The basis of eligibility of any participant to the grant of any Option shall be determined by the Board (or as the case may be, where required under the GEM Listing Rules, the independent non-executive directors) from time to time on the basis of the Participant's contribution or potential contribution to the development and growth of the Group.

23.03(2)

#### **5. DURATION AND ADMINISTRATION**

- 5.01 Subject to Clause 15, the Scheme shall be valid and effective for a period of 10 years commencing on the Adoption Date and shall expire at the close of business on the business day immediately preceding the tenth anniversary thereof, after which period no further Options shall be granted. All options granted and accepted and remaining unexercised immediately prior to expiry of the Share Option Scheme shall continue to be valid and exercisable in accordance with the terms of the Scheme.

23.03(11)

- 5.02 The Scheme shall be subject to the administration of the Board whose decision (save as otherwise provided herein) shall be final and binding on all parties.

#### **6. GRANT OF OPTION**

- 6.01 On and subject to the terms of the Scheme, the Board shall be entitled at any time and from time to time within 10 years after the Adoption Date to make an Offer to any Participant as the Board may in its absolute discretion select, and subject to such conditions as the Board may think fit, which may include a condition that the Grantee shall not dispose of the Shares issued upon exercise of the Option within such period of time or under such conditions as the Board may at its absolute discretion determine, minimum period for which an Option must be held and performance targets that must be achieved before an Option can be exercised, to subscribe during the Option Period for such number of Shares as the Board may determine at the Subscription Price provided always that an Offer made to such Participant will not constitute an invitation to the public to subscribe for the Shares under any applicable legislations.

23.03(6), (7)

- 6.02 An Offer shall be made to a Participant on a trading day by letter in such form as the Board may from time to time determine (the “**Offer Letter**”) and shall,
- 6.02.1 state the name, address and position of the Grantee;
  - 6.02.2 state the Offer Date;
  - 6.02.3 specify a date, being a date not later than ten (10) Business Days after the Offer Date by which the Eligible Person must accept the Offer or be deemed to have declined it;
  - 6.02.4 state the method and procedures for accepting the Offer and that an acceptance of the Offer must be accompanied by payment of the Option Price;
  - 6.02.5 state that the Option Price is not refundable (except in the case of Clause 4.13) and shall not in any circumstances be, or be deemed to be, a part payment of the Subscription Price;
  - 6.02.6 specify the number of Shares to which the Offer relates;
  - 6.02.7 specify the Subscription Price;
  - 6.02.8 specify the Option Period, and the date or dates during the Option Period upon which the Option shall first become exercisable;
  - 6.02.9 specify any other conditions which must be satisfied before the Option may be exercised, including without limitation, the conditions which must be fulfilled before the Offer will become valid in accordance with Clauses 10.02 and 10.04 or such performance targets as the Board may determine from time to time;
  - 6.02.10 requiring the Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of the Scheme and shall remain open for acceptance by the Participant concerned for a period of 7 days from the Offer Date (inclusive of the Offer Date) provided that no such offer shall be open for acceptance after the tenth anniversary of the Adoption Date or after the Scheme has been terminated.
- 6.03 The Directors may not grant any Option to a Participant during the periods or times in which directors of listed issuer are prohibited from dealing in shares pursuant to Rules 5.48 to 5.67 prescribed by the GEM Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company.
- 6.04 An Offer shall be deemed to have been accepted and an Option to which the Offer relates shall be deemed to have been granted and accepted and to have taken effect when a letter in such form as the Board may from time to time

23.03(8)



determine signifying acceptance of the Option duly signed by the Grantee together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof is received by the Company. Such remittance shall in no circumstances be refundable.

6.05 Any Offer must be accepted in its entirety. To the extent that the Offer of the grant of an Option is not accepted within 7 days inclusive of the day on which such offer was made in the manner indicated in Clause 6.04 it will be deemed to have been irrevocably rejected by the Participant and the Offer shall lapse and become null and void.

6.06 No Offer may be made after any inside information has come to the knowledge of the Company until such inside information has been announced pursuant to the requirements of the GEM Listing Rules and the SFO. No Option may be granted during the period commencing one month immediately preceding the earlier of :-

23.05

(i) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the GEM Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the GEM Listing Rules); and

(ii) the deadline for the Company to publish an announcement of its results for any year, half-year, quarterly period or any other interim period (whether or not required under the GEM Listing Rules).

6.07 Further to the restrictions in Clause 6.06, no option may be granted to a Director on any day on which financial results of the Company are published and:

(i) during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and

(ii) during the period of 30 days immediately preceding the publication date of the quarterly results and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

## **7. SUBSCRIPTION PRICE**

The Subscription Price shall be a price solely determined by the Board and notified to a Participant and shall be at least the higher of: (i) 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; (ii) the average closing prices of the Shares as stated in the Stock Exchange's daily quotations sheets for the five business days immediately preceding the Offer Date; and (iii) the nominal value of a Share on the Offer Date, provided that in the event of fractional prices, the subscription price per Share shall be rounded upwards to the nearest

23.03(9)

whole cent; and for the purpose of calculating the Subscription Price, where the Company has been listed on the Stock Exchange for less than five business days, the new issue price shall be used as the closing price for any business day falling within the period before listing.

## **8. EXERCISE OF OPTIONS**

- 8.01 An Option shall be personal to the Grantee and shall not be transferable or assignable and shall be personal to the Grantee of the Option. No Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any Option (where the Grantee is a company, any change of its major shareholder or any substantial change in its management as determined by the Board at its sole discretion will be deemed to be a sale or transfer of interest as aforesaid, if so determined by the Board at its sole discretion). Any breach of these restrictions will automatically render the Options lapsed. 23.03(17)
- 8.02 An Option may be exercised in whole or in part in the manner as set out in Clauses 8.03 and 8.04 by the Grantee (or, as the case may be, his legal personal representatives) giving notice in writing to the Company in such form as the Board may from time to time determine stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised (which, except where the number of Shares in respect of which the Option remains unexercised is less than one board lot or where the Option is exercised in full, must be for a board lot for dealings in Shares on the Stock Exchange or an integral multiple thereof). Each such notice must be accompanied by a remittance for the full amount of the aggregate Subscription Price of the Shares in respect of which the notice is given together with the reasonable administration fee specified by the Company from time to time. Within 28 days after receipt of the notice and the remittance and, where appropriate, receipt of the Auditors' certificate or the confirmation of the Financial Adviser (as the case may be) pursuant to Clause 11, the Company shall allot and issue the relevant Shares, fully paid, to the Grantee (or his legal personal representatives) credited as fully paid and issue to the Grantee (or his legal personal representation) a share certificate in respect of the Shares so allotted.
- 8.03 Subject as hereinafter provided in the Scheme, an Option may be exercised by the Grantee at any time during the Option Period provided that:- 23.03(5)
- (a) in the event that the Grantee (being an individual) dies before exercising the Option in full, his legal personal representative(s) may exercise the Option up to the Grantee's entitlement (to the extent which has become exercisable and not already exercised) within the period of 12 months following his death provided that where any of the events set out in Clause 8.03(d), (e) and (f) occurs prior to his death or within such period of 6 months following his death, then his personal representative(s) may so exercise the Option within such of the various periods respectively set out in such clauses and provided further that if within a period of 3 years prior to the Grantee's death, the Grantee had committed any of the acts as specified in Clause 9(d) which would

have entitled the Company to terminate his employment prior to his death, the Board may at any time forthwith terminate the Option of the Grantee (to the extent not already exercised) by written notice to his legal personal representatives;

- (b) in the event that the Grantee is an employee of the Group when an Offer is made to him and he subsequently ceases to be an employee of the Group for any reason other than his death or the termination of his employment on one or more of the grounds specified in Clause 9(d), the Option (to the extent not already exercised) shall lapse on the expiry of 3 months after the date of cessation of such employment (which date will be the last actual working day with the Company or the relevant member of the Group whether salary is paid in lieu of notice or not);
- (c) in the event that the Grantee is an employee of the Group when an Offer is made to him and he subsequently ceases to be an employee by reason of a termination of his employment on one or more of the grounds specified in Clause 9(d) and the Grantee has exercised the Option in whole or in part pursuant to Clause 8.02, but Shares have not been allotted to him, the Grantee shall be deemed not to have so exercised such Option and the Company shall return to the Grantee the amount of the Subscription Price for the Shares in respect of the purported exercise of such Option;
- (d) in the event of a general offer (whether by way of takeover offer or scheme of arrangement or otherwise in like manner) being made to all the Shareholders (or all such holders other than the offeror and/or any persons controlled by the offeror and/or any person acting in association or concert with the offeror) and such offer becoming or being declared unconditional, the Grantee (or, where permitted under Clause 8.03(a), his legal personal representative(s)) shall be entitled to exercise the Option in full (to the extent not already lapsed or exercised) at any time within one month after the date on which the offer becomes or is declared unconditional;
- (e) in the event of a compromise or arrangement between the Company and the Shareholders or its creditors being proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies pursuant to the Companies Law of the Cayman Islands, the Company shall give notice thereof to all the Grantees (or, as the case may be, their legal personal representatives) on the same day as it gives notice of the meeting to the Shareholders or its creditors to consider such a compromise or arrangement and the Options (to the extent not already exercised) shall become exercisable in whole or in part on such date not later than two business days prior to the date of the general meeting directed to be convened by the court for the purposes of considering such compromise or arrangement (the “**Suspension Date**”), by giving notice in writing to the Company in accordance with Clause 8.02, accompanied by a remittance for the full

amount of the aggregate Subscription Price for the Shares in respect of which the notice is given whereupon the Company shall as soon as practicable and, in any event, no later than 3:00 p.m. on the business day immediately prior to the date of the proposed general meeting, allot and issue the relevant Shares to the Grantee credited as fully paid. With effect from the Suspension Date, the rights of all Grantees to exercise their respective Options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all Options shall, to the extent that they have not been exercised, lapse and determine. The Board shall endeavour to procure that the Shares issued as a result of the exercise of Options under this Clause 8.03(e) shall for the purposes of such compromise or arrangement form part of the issued share capital of the Company on the effective date thereof and that such Shares shall in all respects be subject to such compromise or arrangement. If for any reason such compromise or arrangement is not approved by the court (whether upon the terms presented to the court or upon any other terms as may be approved by such court), the rights of Grantees to exercise their respective Options shall with effect from the date of the making of the order by the court be restored in full but only up to the extent not already exercised and shall thereupon become exercisable (but subject to the other terms of this Scheme) as if such compromise or arrangement had not been proposed by the Company and no claim shall lie against the Company or any of its officers for any loss or damage sustained by any Grantee as a result of such proposal, unless any such loss or damage shall have been caused by the act, neglect, fraud or wilful default on the part of the Company or any of its officers;

- (f) in the event a notice is given by the Company to its members 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 member of the Company give notice thereof to all Grantees and thereupon, each Grantee (or, where permitted under Clause 8.03(a), his legal personal representative(s)) shall be entitled to exercise all or any of his options at any time not later than two 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 subscription price for the 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 the relevant Shares to the Grantee credited as fully paid. 23.03(10)

- 8.04 The Shares to be allotted upon the exercise of an Option will be subject to all the provisions of the articles of the Company for the time being in force and will rank *pari passu* in all respects with the fully paid Shares in issue on the date of allotment and accordingly will entitle the holders to participate in all dividends or other distributions paid or made after the date of allotment other than any dividend or other distribution previously declared or recommended 23.03(15)  
23.03(10)

or resolved to be paid or made with respect to a record date which shall be on or before the date of allotment, save that the Shares allotted upon the exercise of any Option shall not carry any voting rights until the name of the Grantee has been duly entered on the register of members of the Company as the holder thereof.

## **9. LAPSE OF OPTION**

An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:-

- (a) the expiry of the Option Period; 23.03(12)
- (b) the expiry of any of the periods or the occurrence of the relevant events referred to in Clauses 8.03(a), (b), (d), (e), (f), or 9(d);
- (c) subject to Clause 8.03(f), the date of the commencement of the winding-up of the Company;
- (d) in the event that the Grantee is an employee of the Group when an Offer is made to him and he subsequently ceases to be an employee of the Group for any reason other than his death or the termination of his employment on one or more of the grounds that he has been guilty of serious misconduct, or has committed an act of bankruptcy or has become insolvent or has made any arrangement or composition with his creditors generally, or has been convicted of any criminal offence involving his integrity or honesty or (if so determined by the Board) on any other ground on which an employer would be entitled to terminate his employment at common law or pursuant to any applicable laws or under the Grantee's service contract with the Group, his option will lapse automatically and not be exercisable (to the extent not already exercised) on the date of cessation of his employment with the Group. A resolution of the Board or the board of directors of the relevant member of the Group to the effect that employment of a Grantee has or has not been terminated on one or more of the grounds specified in this Clause 9(d) shall be conclusive and binding on the Grantee;
- (e) the occurrence of any act of bankruptcy, insolvency or entering into of any arrangements or compositions with his creditors generally by the Grantee, or conviction of the Grantee of any criminal offence involving his integrity or honesty;
- (f) the date on which the Grantee commits a breach of Clause 8.01; and
- (g) where the Grantee is only a substantial shareholder of any member of the Group, the date on which the Grantee ceases to be a substantial shareholder of such member of the Group.

The Company shall owe no liability to any Grantee for the lapse of an Option under this Clause 9.

**10. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION**

- 10.01 (a) The maximum aggregate number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Scheme and any other schemes of the Company must not, in aggregate, exceed 30% of the Shares in issue from time to time. No options may be granted under the Scheme or any other share option schemes of the Company if this will result in the limit being exceeded. 23.03(3)  
Note 2
- (b) Subject to Clauses 10.01(c) and (d), the maximum number of Shares issuable upon exercise of all options to be granted under the Scheme and any other share option schemes of the Company as from the commencement of the Scheme Period (excluding, for this purpose, Shares issuable upon exercise of options which have been granted but which have lapsed in accordance with the terms of the Scheme or any other share option schemes of the Company) must not in aggregate exceed 40,000,000 Shares, being 10% of the Shares in issue as at the date on which the Shares are listed on the Stock Exchange and from which date dealings in the Shares are permitted to commence on the Stock Exchange. 23.03(3)  
Note 1
- (c) The 10% limit as mentioned under Clause 10.01(b) may be refreshed at any time by approval of the Shareholders in general meeting provided that the total number of Shares which may be issued upon exercise of all options to be granted under the Scheme and any other share option schemes of the Company must not exceed 10% of the Shares in issue as at the date of approval of the refreshed limit. Options previously granted under the Scheme and any other share option schemes of the Company (including those outstanding, cancelled or lapsed in accordance with the terms of the Scheme and other share option schemes of the Company) will not be counted for the purpose of calculating the refreshed 10% limit. A circular must be sent to the Shareholders containing the information as required under the GEM Listing Rules in this regard.
- (d) The Company may seek separate approval by the Shareholders in general meeting for granting options beyond the 10% limit under Clause 10.01(b) and (c) provided the options in excess of the 10% limit are granted only to Participants specifically identified by the Company before such approval is sought. In such event, the Company must send a circular to the Shareholders containing a generic description of the specified persons who may be granted such Options, the number and terms of such Options to be granted and the purpose of granting such Options to the specified persons with an explanation of how the terms of the Options will serve the purpose and all other information required under the GEM Listing Rules. 23.03(3)

- 10.02 The total number of Shares issued and to be issued upon exercise of the Options granted and to be granted to each Participant (including both exercised and outstanding Options) under the Scheme in any 12 month period up to date of grant must not exceed 1% of the Shares in issue from time to time. Where any further grant of Options to a Participant would result in the Shares issued and to be issued upon exercise of all Options granted and to be granted to such Participant (including exercised, cancelled and outstanding Options) in the 12 month period up to and including the date of such further grant representing in aggregate over 1% of the Shares in issue, such further grant must be separately approved by the Shareholders in general meeting with such Participant and his close associates abstaining from voting, and the number and terms (including the Subscription Price) of Options to be granted to such Participant must be fixed before the Shareholders' approval. In such event, the Company must send a circular to the Shareholders containing the identity of the Participant and his close associates, the number and terms of Options to be granted (and options previously granted to such Participant), and all other information required under the GEM Listing Rules. The date of meeting of the Board proposing such further grant should be taken as the date when an Offer is made to a Participant for the purpose of calculating the Subscription Price under Clause 7. 23.03(4)
- 10.03 The maximum number of Shares referred to in Clauses 10.01 and 10.02 will be adjusted, in such manner as the Auditors shall certify in writing or the Financial Adviser shall confirm in writing (as the case may be) to the Board to be fair and reasonable (no such certification or confirmation is required in case of adjustment made on a capitalisation issue), in the event of any alteration in the capital structure of the Company by way of capitalisation of profits or reserves, rights issue, consolidation, subdivision or reduction of the share capital of the Company.
- 10.04 Notwithstanding the aforesaid, each grant of Options to a director, chief executive or substantial shareholder of the Company or any of their respective associates must be approved by the independent non-executive directors of the Company (excluding any independent non-executive director who is the Grantee). Where any grant of Options to a substantial shareholder or an independent non-executive director of the Company or any of their respective associates would result in the total number of Shares issued and to be issued upon exercise of all Options already granted and to be granted (including Options exercised, cancelled and outstanding) under the Scheme and any other share option schemes of the Company to such person in any 12 month period up to and including the date of grant: 23.04
- (a) representing in aggregate over 0.1% of the Shares in issue; and
  - (b) having an aggregate value, based on the closing price of the Shares at the date of each grant, in excess of HK\$5 million,

such further grant of Options must be approved by the Shareholders at a general meeting of the Company, with voting to be taken by way of poll. The

Company shall send a circular to the Shareholders containing all information as required under the GEM Listing Rules in this regard. The grantee, his associate and all core connected persons of the Company shall abstain from voting (except where any of such person intends to vote against the proposed grant and his intention to do so has been stated in the aforesaid circular). Any change in the terms of an option granted to a substantial shareholder of the Company or an independent non-executive Director or any of their respective associates is also required to be approved by Shareholders in the aforesaid manner.

## **11. REORGANISATION OF CAPITAL STRUCTURE**

11.01 In the event of any alteration in the capital structure of the Company whilst any Option remains exercisable, whether by way of capitalisation of profits or reserves, rights issue, subdivision or reduction of the share capital of the Company (other than an issue of Shares as consideration in respect of a transaction to which the Company is party), such corresponding adjustments (if any) shall be made in: 23.03(13)

- (a) the number of Shares subject to the Option so far as unexercised; and/or
- (b) the Subscription Prices for the Shares subject to the Option so far as unexercised,

as the Auditors shall certify in writing or the Financial Adviser shall certify or confirm in writing (as the case may be) to the Board to be in their opinion fair and reasonable and in compliance with the relevant provisions of the GEM Listing Rules, or any guideline or supplemental guideline issued by the Stock Exchange from time to time (no such certification is required in case of adjustment made on a capitalisation issue), provided that any alteration shall give a Grantee, as nearly as possible, the same proportion of the issued share capital of the Company as that to which he was previously entitled, but no adjustment shall be made to the effect of which would be to enable a Share to be issued at less than its nominal value. 23.04

The capacity of the Auditors or the Financial Adviser (as the case may be) in this Clause 11 is that of experts and not of arbitrators and their certification shall be final and binding on the Company and the Grantees. The costs of the Auditors or the Financial Adviser (as the case may be) shall be borne by the Company.

11.02 Upon any adjustment pursuant to Clause 11.01, the Company shall notify the Grantees in writing the adjustments that have been made.

## **12. SHARE CAPITAL**

The exercise of any Option shall be subject to the Shareholders in general meeting approving 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 on the exercise of Options.

### **13. DISPUTES**

Any dispute arising in connection with the Scheme (whether as to the number of Shares, the subject of an Option, the amount of the Subscription Price or otherwise) shall be referred to the decision of the Auditors or the Financial Adviser (as the case may be) who shall act as experts and not as arbitrators and whose decision shall be final, conclusive and binding.

### **14. ALTERATION OF THE SCHEME**

14.01 The Scheme may be altered in any respect by resolution of the Board except that alterations of the provisions of the Scheme as to:

23.03(18)

- (a) the definitions of “Participant”, “Grantee” and “Option Period” in Clause 1.01; and
- (b) the provisions of Clauses 3, 4, 5, 6, 7, 8, 9, 10, 11, 15, 16 and this Clause 14;

shall not be altered to the advantage of the Grantees or prospective Grantees except with the prior sanction of the Shareholders by a resolution in general meeting, provided that no such alteration shall operate to affect adversely the terms of issue of any Option granted or agreed to be granted prior to such alteration except with the consent or sanction of such majority of the Grantees as would be required of the Shareholders under the articles of the Company for a variation of the rights attached to the Shares.

14.02 Any alterations to the terms and conditions of the Scheme which are of a material nature, or any change to the terms of Option granted, or any change to the authority of the Board in respect of alteration of the Scheme, must be approved by the Shareholders in general meeting, except where the alterations take effect automatically under the existing terms of the Scheme.

14.03 Notwithstanding anything to the contrary contained in Clauses 14.01 and 14.02, the Board may at any time alter or modify the Scheme in any way to the extent necessary to cause the Scheme to comply with any statutory provisions or the regulations of any regulatory or other relevant authority. Any amendment to any terms of the Scheme or the options granted shall comply with the relevant requirements of the GEM Listing Rules.

### **15. TERMINATION**

The Company by resolution in general meeting or the Board may at any time terminate the operation of the Scheme and in such event no further Options will be offered but Options granted prior to such termination shall continue to be valid and exercisable in accordance with provisions of the Scheme.

23.03(16)

## **16. CANCELLATION**

- 16.01 Any cancellation of Options granted but not exercised may be effected on such terms as may be agreed with the relevant Participant, as the Board may in its absolute discretion sees fit and in manner that complies with all applicable legal requirements for such cancellation. 23.03(14)
- 16.02 No compensation shall be payable to the Grantee for cancellation of Options granted but not exercised.

## **17. MISCELLANEOUS**

- 17.01 The Scheme shall not constitute, affect or form part of any contract of employment or appointment between the Company or any member of the Group and any Participant nor confer upon such person any right to employment or continued employment with the Company or any member of the Group and the rights and obligations of any Participant under the terms of his or her office or employment or appointment shall not be affected by his participation in the Scheme or any right which he may have to participate in it and the Scheme shall afford such a Participant no additional rights to compensation or damages in consequence of the termination of such office or employment or appointment for any reason.
- 17.02 The Scheme shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company.
- 17.03 No person shall, under any circumstances, hold the Board and/or the Company and/or other Participants liable for any costs, losses, expenses and/or damages whatsoever arising from or in connection with the Scheme or the administration thereof.
- 17.04 Save for liabilities referred to in Clause 17.07, the Company shall bear the costs of establishing and administering the Scheme.
- 17.05 Any notice or other communication between the Company and a Grantee may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its principal place of business in Hong Kong or as notified to the Grantees from time to time and, in the case of the Grantee, his address in Hong Kong as notified to the Company from time to time.
- 17.06 Any notice or other communication served by post:
- (a) by the Company shall be deemed to have been served 24 hours after the same was put in the post; and
  - (b) by the Grantee shall not be deemed to have been received until the same shall have been received by the Company.

- 17.07 A Grantee shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction in order to permit the grant or exercise of the Option. The Company shall not be responsible for any failure by a Grantee to obtain any such consent or for any tax or other liability to which a Grantee may become subject as a result of his participation in the Scheme the grant of an Option to him and / or the exercise of the Option by him.
- 17.08 The Scheme and all Options granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong. All relevant parties to the Scheme shall submit to the non-exclusive jurisdiction of the Hong Kong courts.