

TABLE OF CONTENTS

	Page
1 DEFINITIONS AND INTERPRETATION	[•]
2 INTRODUCTION	[•]
3 DURATION AND ADMINISTRATION OF THIS SCHEME	[•]
4 AWARDS	[•]
5 VESTING	[•]
6 UNDERLYING SHARES	[•]
7 TRANSFERABILITY	[•]
8 LAPSE AND CANCELLATION	[•]
9 REORGANISATION OF CAPITAL STRUCTURE	[•]
10 SHARE CAPITAL	[•]
11 DISPUTES	[•]
12 ADMINISTRATION AND ALTERATION OF THIS SCHEME	[•]
13 TERMINATION	[•]
14 MISCELLANEOUS	[•]
APPENDIX A	[•]
APPENDIX B	[•]
APPENDIX C	[•]

3D MEDICINES INC. SHARE INCENTIVE SCHEME

1 DEFINITIONS AND INTERPRETATION

1.1 In this Scheme, save where the context otherwise requires, the following expressions have the respective meanings set opposite them:

Auditors means the auditors of the Company from time to time;

Articles means Articles of Association of the Company as amended and revised from time to time;

Award means an award of RSU granted to a Participant pursuant to this Scheme; an award may include, if so specified by the Department in its entire discretion, cash and non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares from the date that the Award is granted to the date that it vests;

Award Price means the award price in connection with an Award granted to a Participant;

Board means the board of directors of the Company or a duly authorised administrator thereof or such other committee or sub-committee or department as the Board may authorise;

Board Lot means the board lot in which Shares are traded on the Stock Exchange from time to time;

Business Day means any day (excluding Saturday) on which banks in Hong Kong are generally open for business and the Stock Exchange is open for business of dealing securities;

Cause means, with respect to a Grantee, the grounds of termination of employment or office or rights under the RSU including but not limited to the following (which shall be determined and judged by sole discretion of the Department): the Grantee, (a) during the performance of his duties, has caused damage and harm to the interest or reputation of the Group or the other employees due to serious disciplinary violation, including but not limited to breach the Company's internal policy and employment agreement; (b) or has been guilty of misconduct; (c) or has breached any of the provisions of the Articles and all relevant laws and regulations applicable to the Group, (d) or has breached non-competition or non-disclosure agreement; (e) or has been sanctioned by the Stock Exchange; or was subject to any disciplinary actions imposed by the Securities and Futures Commission due to a material breach of regulation; or (f) has been convicted of any criminal offence or (if so determined by the Department in its absolute discretion) on any other ground on which the relevant company in the Group would be entitled to terminate his employment or office summarily at common law or pursuant to any applicable laws or under the Grantee's service contract with the relevant company in the Group; or

Notwithstanding the foregoing, a resolution of the Board or the board of directors of the relevant Subsidiary to the effect that the employment or office of a Grantee has or has not been terminated on one or more of the grounds specified herein shall be conclusive;

Companies Law means the Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands;

Competitor means any governmental unit, corporation, partnership, joint venture, trust, individual proprietorship, firm or other enterprise that carries on activities for profit, and shall be deemed to include any affiliates of the aforementioned, that is engaged in or in about to become engaged in any activity of any nature that competes with a product, process, technique, procedure, device or service of the Company or any of its respective Subsidiaries;

Consultant means any person who is engaged by the Company or any of its Subsidiaries to render consulting or advisory services to the Company or its Subsidiaries;

Department means an ESOP administration department comprising the initial members GONG Zhaolong and as amended from time to time and authorized by the Board;

Disability means a disability, whether temporary or permanent, partial or total as determined by the Department;

Employee means any full-time and part-time employee, director or officer of the Company or any subsidiary including (without limitation) any executive or non-executive director in the employment of or holding office in the Company or any subsidiary;

Grant means the offer of the grant of an Award made in accordance with paragraph 4;

Grantee means any Participant who accepts a Grant in accordance with the terms of this Scheme, or (where the context so permits) any person who is entitled to any Award in consequence of the death of the original Grantee;

Group means the Company and its Subsidiaries;

HK\$ means Hong Kong dollars, the lawful currency of Hong Kong;

Hong Kong means the Hong Kong Special Administrative Region of the PRC;

Listing Rules means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time);

Participant includes the following:

- (i) the Employees or officers (including executive, non-executive and independent non-executive directors of the Group);
- (ii) any person or entity (including but not limited to Consultants) that provides research, development, consultancy and other technical or operational or administrative support to the Group; and

(iii) any other persons including former employees who, in the sole opinion of the Department, have contributed or will contribute to the Company or any of its Subsidiaries.

PRC means the People's Republic of China;

RSU means a conditional right when the Award vests whereby the Grantee shall be entitled to obtain either Shares or an equivalent value in cash with reference to the market value of the Shares on or about the date of vesting, as determined by the Department in its absolute discretion. Each RSU shall represent a conditional right to one underlying Share.

Scheme means this Share Incentive Scheme in its present form or as amended from time to time;

Shareholders means holders of Shares;

Shares means ordinary shares of HK\$0.001 each in the share capital of the Company, or if there has been a sub-division, reduction, consolidation, reclassification or reconstruction of the share capital of the Company, the shares forming part of the ordinary equity share capital of the Company of such nominal amount as shall result from any such sub-division, reduction, consolidation, reclassification or reconstruction;

Stock Exchange means The Stock Exchange of Hong Kong Limited;

Subsidiary means a company which is for the time being and from time to time a subsidiary (within the meaning of section 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time) of the Company whether incorporated in Hong Kong or elsewhere; and

Term has the meaning ascribed to it in paragraph 3.1;

Trust means the trust constituted by the trust deed to service this Scheme; and

- 1.2 Paragraph headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Scheme. References herein to "paragraphs" are to paragraphs of this Scheme. Words importing the singular include the plural and vice versa, words importing a gender or the neuter include both genders and the neuter references to persons include bodies corporate or unincorporate.
- 1.3 References in this Scheme to any document are to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- 1.4 References (express or implied) in this Scheme to ordinances and to statutory and regulatory provisions shall be construed as references to those ordinances or statutory and regulatory provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which there are re-enactments (whether with or without modification) and any orders, regulations, instruments, other subordinate legislation or practice notes under the relevant ordinance, statutory or regulatory provision.

1.5 In construing this Scheme:

- (a) the rule known as the *ejusdem generis* rule shall not apply and, accordingly, general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
- (b) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2 INTRODUCTION

- 2.1 The purposes of this Scheme is to recognize and motivate the contributions by the Participants and give incentives thereto in order to retain them, as well as to attract suitable personnel for further development of the Group.
- 2.2 This Scheme shall be subject to the administration of the Department and the decision of the Department shall be final and binding on all parties. The Department shall have the right to (i) interpret and construe the provisions of this Scheme, (ii) determine the persons who will be granted Awards under the Scheme, the terms on which Awards are granted and when the RSU(s) granted pursuant to this Scheme may vest, (iii) make such appropriate and equitable adjustments to the terms of the Awards granted under the Scheme as it deems necessary, (iv) appoint one or more independent third party professionals and contractors to assist in the administration of this Scheme and delegate such powers and/or functions relating to the administration of this Scheme as the Department deems appropriate, and (v) make such other decisions or determinations as it shall deem appropriate in the administration of the Scheme.

3 DURATION AND ADMINISTRATION OF THIS SCHEME

- 3.1 Subject to paragraphs 3.1 and 14, this Scheme shall be valid and effective for the period of Ten years commencing on the adoption date of this Scheme (the “**Term**”), after which period no further Awards will be granted, but the provisions of this Scheme shall in all other respects remain in full force and effect and Awards that are granted during the Term may continue to be exercisable in accordance with their terms of issue. All outstanding Awards granted prior to the date on which this Scheme is adopted by the Company’s Board shall be governed by this Plan.
- 3.2 Reference in paragraph 4.2 to the Listing Division formally granting the listing and permission referred to therein shall include any such listing and permission that are granted subject to the fulfilment of any condition precedent or condition subsequent.
- 3.3 No member of the Board or the Department shall be personally liable by reason of any contract or other instrument executed by such member or on his behalf in his capacity as a member of the Board or the Department nor for any mistake of judgment made in good faith, and the Company shall indemnify and hold harmless each employee, officer or director of the Company to whom any duty or power relating to the administration or interpretation of the Scheme may be allocated or delegated, against any cost or expense

(including counsel fees) or liability (including any sum paid in settlement of a claim with the approval of the Board or the Department) arising out of any act or omission to act in connection with the Scheme unless arising out of such person's own fraud or bad faith.

- 3.4 The Department may appoint independent trustee (the “**Trustee**”) to assist with the administration and vesting of the Awards.
- 3.5 The Shares with respect to the RSU(s) that may be delivered under this Scheme will be the Company's issued 38,338,040 Ordinary Shares which are held by trustee entity for the purpose of this Scheme (the “**Scheme Limit**”). The overall limit on the number of Shares which may be granted and yet to be exercised under this Scheme of the Company at any time must not exceed the Scheme Limit.
- 3.6 At no time shall the Trustee be holding more than 20% of the total number of Shares of the Company in issue from time to time.
- 3.7 A Participant may be granted an Award under this Scheme provided that such participation will be subject to such limits and conditions as the Department may determine in its absolute discretion.
- 3.8 All decisions, determinations and interpretations made by the Department shall be final, binding and conclusive upon all Participants for all purposes.

4 AWARDS

- 4.1 On and subject to the terms of this Scheme and the terms and conditions (*e.g. the period of service, position, loyalty, contribution to the Company of the Company and service term upon being granted RSU*) that the Department imposes pursuant to paragraph 2.2, the Department shall be entitled at any time during the life of the Scheme to grant certain number of RSU(s) to any Participant, as the Department may in its absolute discretion determine.
- 4.2 Awards may be vested on such terms and conditions (*e.g. by linking the vesting of their RSU(s) to the attainment or performance of milestones by any member of the Group, the Grantee or any group of Participants*) as the Department may determine, provided such terms and conditions shall not be inconsistent with any other terms and conditions of this Scheme.
- 4.3 Each Participant shall pay RMB1 as the Award Price and execute non-competition and non-disclosure agreements with the Group to accept the Awards granted to such Participant.
- 4.4 A Grant shall be made to a Participant by a letter and/or any such notice or document in such form as the Department may from time to time determine (the “**Notice of Grant**”) and such Grant shall be subject to the terms as specified in this Scheme and the Notice of Grant shall be substantially in the form set out in Appendix A. The Participant shall undertake to hold the Award on the terms on which it is granted and be bound by the provisions of this Scheme. Such Award shall remain open for acceptance by the Participant to whom a Grant is made for a period to be determined by the Department,

provided that no such Grant shall be open for acceptance after the 10th anniversary of the adoption date of this Scheme or after this Scheme has been terminated in accordance with the provisions hereof. To the extent that the Award is not accepted within the period determined by the Department, it will be deemed to have been irrevocably declined and shall immediately lapse.

4.5 The Notice of Grant shall, among other things, address the following matters:

- (a) the Participant's name;
- (b) the manner of acceptance of the Award(s) specified in the Notice of Grant;
- (c) the last date for acceptance by the Participant;
- (d) the Exercise Price, which shall be no less than par value per Share;
- (e) the number of Shares underlying the Award(s);
- (f) the vesting schedule and vesting condition (if any); and
- (g) other terms and conditions that the Department may determine at its discretion.

The Notice of Grant shall attach an acceptance notice (the "**Acceptance Notice**") in substantially the form set out in Appendix B.

4.6 If the Participant accepts the offer of grant of Award(s) by signing the Notice of Grant, he/she is required to sign the Acceptance Notice and return it to the Company within the period specified and in a manner prescribed in the Notice of Grant. Upon the receipt from the Participant of a duly executed Acceptance Notice, the Award(s) is granted to such Participant, who becomes a Grantee in this Scheme.

4.7 No Grant shall be made to, nor shall any Grant be capable of acceptance by, any Participant at a time when the Participant would or might be prohibited from dealing in the Shares by any applicable rules, regulations or laws.

4.8 A Grant must not be made after a price sensitive event has occurred or a price sensitive matter has been the subject of a decision until such price sensitive information has been announced in accordance with the requirements of the Listing Rules. In particular, during the period commencing one month immediately preceding the earlier of:

- (a) 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 the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
- (b) the deadline for the Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the results announcement, no Award may be granted. Such period will cover any period of delay in the publication of a results announcement.

- 4.9 Where any Award is proposed to be granted to a director of any members of the Group, it shall not be granted on any day on which the financial results of the Company are published and during the period of:
- (a) sixty (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
 - (b) thirty (30) days immediately preceding the publication date of the quarterly results (if any) 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.
- 4.10 Any grant of an Award to any director, chief executive or substantial shareholder of any member of the Group, or any of their respective associates (as defined in the Listing Rules), shall be subject to the prior approval of the independent non-executive directors (excluding the independent non-executive director who is the proposed Grantee of the Awards in question) and shall otherwise be subject to compliance with the requirements of the Listing Rules. Notwithstanding the foregoing, any grant of an Award to a director pursuant to Rule 14A.73(6) of the Listing Rules will be exempted from reporting, announcement and independent Shareholders' approval requirements if the Award forms part of the relevant director's remuneration under his/her service contract.
- 4.11 The Department may not grant any Awards to any Participants (the "**Excluded Participants**") in any of the following circumstances:
- (a) the requisite approvals for that Grant from any applicable regulatory authorities have not been obtained;
 - (b) the securities laws or regulations require that a prospectus or other offering documents be issued in respect of the grant of the Awards or in respect this Scheme, unless the Department determines otherwise;
 - (c) where granting the Award would result in a breach by the Company, the Subsidiaries or any of the directors of any applicable securities laws, rules or regulations; or
 - (d) where such grant of Award would result in a breach of the limits of this Scheme.

5 VESTING

- 5.1 The Award(s) shall be vested in accordance with the vesting schedule set out below, subject to the satisfaction of performance condition in relation on the relevant Grantee(s) as determined by the Department at its the sole discretion as set out in each of the Notice of Grant, which may also be adjusted and re-determined by the Department from time to time. The Department may also at its sole discretion to accelerate the vest period based on the performance by the Grantee according to the employee performance indicators as implemented or amended by the Company from time to time.

Vesting date	Maximum percentage of underlying Shares in respect of the Awards may be vested
Last day of the 12th month from the Grant Date	25%
Last day of the 24th month from the Grant Date	50%
Last day of the 36th month from the Grant Date	75%
Last day of the 48th month from the Grant Date	100%

If the vesting terms and conditions (e.g. by linking the vesting of their Awards to the attainment or performance of milestones by any member of the Group, the Grantee or any group of Participants) are not satisfied, the Department may elect to postpone the vesting date of the relevant Awards for one year or any period to the extent appropriate as determined by the Department. If the vesting terms and conditions of the postponed Awards are not satisfied at the postponed vesting date, the Awards shall be lapsed and cancelled automatically.

- 5.2 Upon fulfillment or waiver of the vesting period and vesting conditions (if any) applicable to each of the Grantees, a vesting notice (the “**Vesting Notice**”) in substantially the form set out in Appendix C will be sent to the Grantee by the Department or by any other means as determined by the Department in its sole discretion from time to time confirming (a) the extent to which the vesting period and vesting conditions (if any) have been fulfilled or waived, (b) the number of Shares (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of these Shares) or the amount of cash the Grantee will receive.
- 5.3 The Grantee is required to execute, after receiving the Vesting Notice, certain documents set out in the Vesting Notice that the Department considers necessary (which may include, without limitation, a certification to the Company that he has complied with all the terms and conditions set out in this Scheme and the Notice of Grant).
- 5.4 For the purposes of vesting of the RSU(s), the Department may release the RSU(s) to the selected Participants by transferring the number of underlying Shares in respect of the RSUs to the selected Participants in such manner as determined by it from time to time. The Department shall inform the Trustee the number of underlying Shares in respect of the RSU(s) being transferred and released to the selected Participant in the manner as determined by the Department. For the avoidance of doubt, no such release or transfer of the underlying Shares shall be made prior to first day after the lock-up period (per the Listing Rules or underwriters requirement) following the listing date of the Company (the “**Earliest Exercise Date**”).
- 5.5 If the vesting conditions are not satisfied and no waiver of such condition is granted, the RSU shall be cancelled according to conditions as determined by the Department in its absolute discretion.
- 5.6 In the event that the Grantee fails to execute the required documents within three months after receiving the Vesting Notice, the vested RSU(s) will lapse.

- 5.7 Notwithstanding the foregoing, if any relevant parties of this Scheme would or might be prohibited from dealing in the Shares by the Listing Rules or by any other applicable laws, regulations or rules within the period specified above, the date on which the relevant Shares shall be transferred (as the case may be) to the Grantee shall occur as soon as possible after the date when such dealing is permitted by the Listing Rules or by any other applicable laws, regulations or rules.
- 5.8 The Grantee shall be solely liable to pay all taxes and other levies that may be assessed or assessable on any payments made by the Company hereunder and all payments required to be made hereunder by the Company shall be subject to the deduction or withholding of such amounts as the Department may reasonably determine is necessary or desirable by reason of any liability to tax or obligation to account for tax or loss of any relief from tax that may fall on the Company or any subsidiary in respect of, or by reason of such delivery of Shares underlying an RSU, and the Grantee agrees to indemnify and keep the Company (for itself and as for its Subsidiaries) indemnified in respect of any such liability, obligation or loss and accepts any claim in respect of such indemnity may be satisfied by set-off against any sums due from the Company or any subsidiary to such Grantee from time to time.
- 5.9 The Company shall not make any adjustment for a dividend or other right for which the record date is prior to the date the Shares are issued pursuant to the request for delivery of Shares underlying an Award.
- 5.10 In the event a general offer by way of voluntary offer, takeover or otherwise (other than by way of scheme of arrangement pursuant to paragraph 5.12 below) is made to all the 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) and such offer becomes or is declared unconditional prior to the vesting date of any RSU, the Department shall, prior to the offer becoming or being declared unconditional, determine at its absolute discretion whether such RSU shall vest and the period within which such RSU shall vest. If the Department determines that such RSU shall vest, it shall notify the Grantee that the RSU shall vest and the period within which such RSU shall vest.
- 5.11 In the event a general offer for Shares by way of scheme of arrangement is made to all the Shareholders and has been approved by the necessary number of shareholders at the requisite meetings prior to the vesting of any RSU, the Department shall, prior to such meetings, determine at its absolute discretion whether such RSU shall vest and the period within which such RSU shall vest. If the Department determines that such RSU shall vest, it shall notify the Grantee that the RSU shall vest and the period within which such RSU shall vest.
- 5.12 In the event a notice is given by the Company to its Shareholders to convene a Shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company prior to the vesting date of any RSU, the Department shall determine at its discretion whether such RSU shall vest, and the period when such RSU shall vest and in the latter case, the unvested RSU must be vested and effected by no later than two Business Days before the day of the proposed shareholders' meeting. If the Department determines that such RSU shall vest, it shall notify the Grantee that the RSU shall vest and the period within which such RSU shall vest.

In the event of a compromise or arrangement, other than a scheme of arrangement contemplated in paragraph 5.12, between the Company and its members and/or creditors being proposed in connection with a scheme for the reconstruction or amalgamation of the Company, the Department shall determine at its discretion whether such RSU shall vest, and the period when such RSU shall vest. If the Department determines that such RSU shall vest, it shall notify the Grantee that the RSU shall vest and the period within which such RSU shall vest.

6 UNDERLYING SHARES

- 6.1 No Award shall be granted pursuant to this Scheme if such Grant (assumed accepted) would be inconsistent or exceeds the power of the Department of the Scheme, including but without limitation to the powers and restriction on the Trustee of the Scheme as set out in the trust deed entered into between such Trustee and the Company.
- 6.2 The Company shall disclose in its annual reports an analysis or reference of the fair value of the Awards granted for the preceding financial year and the employee costs arising from such grants.

7 TRANSFERABILITY

- 7.1 Unless otherwise approved by the Company in writing (to the extent permitted by law), an unvested RSU shall be personal to the Grantee. The terms of the Scheme and the Notice of Grant shall be binding upon the executors, administrators, heirs, successors and assigns of the Grantee.
- 7.2 Subject to paragraph 7.1, 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 unvested RSU.

8 LAPSE AND CANCELLATION

- 8.1 Subject to the terms in the Grant Letter or Acknowledgement Letter, an unvested RSU shall be lapsed and cancelled automatically upon the earliest of:
- (a) the date of the termination of Grantee's employment or service by the Company or any of its Subsidiaries for Cause;
 - (b) the date of the termination of Grantee's employment or service with the Company or the Subsidiaries is terminated for any reason other than for Cause (including by reason of resignation, retirement, death, Disability or non-renewal of the employment or service agreement upon its expiration for any reason other than for Cause);
 - (c) the date on which the offer (or, as the case may be, revised offer) referred to in paragraph 5.10 closes;
 - (d) the record date for determining entitlements under the scheme of arrangement referred to in paragraph 5.11;
 - (e) the date of the commencement of the winding-up of the Company;

- (f) the date on which the Grantee commits a breach of paragraph 7.2; or
- (g) the date on which it is no longer possible to satisfy any outstanding conditions to vesting.

8.2 The Department shall have the right to determine what constitutes Cause, whether the Grantee's employment has been terminated for Cause, the effective date of such termination and whether someone is a Competitor, and such determination by the Department shall be final and conclusive.

Unless the Department determines otherwise in its absolute discretion, the Grantee or his/her legal personal representative is entitled to exercise vested RSU(s) by serving the application for exercising vested RSU(s) within one month following the occurrence of the termination of Grantee's employment or service with the Company or the Subsidiaries which is terminated for any reason other than for Cause (including by reason of resignation, retirement, death, Disability or non-renewal of the employment or service agreement upon its expiration for any reason other than for Cause). For the avoidance of doubt, if any such termination of employment or service occurs prior to the Earliest Exercise Date, the one month period for application for exercising unvested RSU(s) shall commence from the Earliest Exercise Date.

8.3 Subject to the Companies law, the vested RSU(s) prior to being exercised and the underlying shares or proceeds obtained by the Grantee from exercising the vested RSU(s) less the award price of the Grantee's RSU(s) shall be returned by the Grantee to the Company per the Department's request following the occurrence of one or more of the following events:

- (a) the Grantee's employment is terminated by the Company or any of its Subsidiaries for Cause; or
- (b) the Grantee's vested RSU(s) is terminated for Cause:

8.4 The Grantee shall not be entitled to sell, transfer or deal with the Shares underlying the RSU(s) granted pursuant to this Scheme upon the occurrence of one or more of the following events:

- (a) the Grantee's employment is terminated by the Company or any of its Subsidiaries for Cause; or
- (b) the Grantee either:
 - (i) becomes an officer, director, employee, consultant, adviser, partner of or stockholder or other proprietor owning more than 5% interest in any Competitor; or
 - (ii) knowingly performs any act that may confer a competitive benefit or advantage upon any Competitor,

at any time before or within 12 months after the Grantee's employment is terminated by the Company or any of its Subsidiaries for any reason.

- 8.5 If the Grantee sells, transfers or deals with the Shares in breach of paragraph 8.5, the Grantee shall pay the Company the proceeds or consideration obtained (less the exercise price of the Grantee's RSU(s) as a result of such breach upon demand by the Company.
- 8.6 The Department may at any time cancel any unvested RSU(s) granted to a Grantee subject to consent by the Grantee. Where the Company cancels unvested RSU(s) and makes a grant of new RSU(s) to the same Grantee, such Grant may only be made with available RSU(s) to the extent not yet granted (excluding the cancelled RSUs) within the limits prescribed by paragraph 6 above.
- 8.7 The Company shall have the right (but not the obligation) from time to time, subject to the terms and conditions of this Section and to the extent not prohibited by applicable law, to repurchase in one or more transactions and the Grantee (or any permitted transferee) shall be obligated to sell any of the Shares acquired upon exercise of the RSU(s) at the Repurchase Price (as defined below) (the "**Call Right**"). To exercise the Call Right, the Company must give written notice thereof to the Grantee (the "**Call Notice**"). The Call Notice is irrevocable by the Company and must (a) be in writing and signed by an authorized officer of the Company and (b) set forth the Company's intent to exercise the Call Right and contain the total number of Shares to be sold to the Company pursuant to the Call Right.
- (a) **Repurchase Price.** The price per Share to be paid by the Company through the Trustee upon settlement of the Company's Call Right (the "**Repurchase Price**") shall be determined by the Department, which shall not be less than the exercise price paid by the Grantee to the Company and shall not exceed the fair market value of a Share determined as of the date of the Call Notice, provided that in the event the applicable fair market value is lower than the exercise price paid by the Grantee, the Repurchase Price shall be the fair market value. In the event that the Grantee's employment with the Group/Grantee's right under the vested RSU(s) is terminated for Cause, the Repurchase Price shall be the lower of (i) the par value of an Ordinary Share, or (ii) the original exercise price paid by the Grantee. In the event that the Grantee has already disposed of the Shares acquired upon exercise of the Grantee's RSU(s), the Grantee shall pay to the Company any profits derived from such disposition (the "**Profits**"), which shall be equal to the total sales proceeds realized by the Grantee less the aggregate Repurchase Price of the Grantee's RSU(s) when the sales proceeds are higher than the aggregate Repurchase Price, or if the Grantee's employment with the Group/Grantee's right under the vested RSU(s) is terminated for Cause, less the lower of (i) the par value of an Ordinary Share, or (ii) the original exercise price paid by the Grantee.
- (b) **Contributed amounts.** For the purpose of exercising the Call Right, the Company may from time to time cause to be paid to the Trustee contributed amounts from the Company's resources as the Department may in his discretion determine, for the repurchase of Shares from the relevant Grantees at the Repurchase Price as the Department may direct or authorize the payment of the related expenses, transaction levy, brokerage, tax, duties and levies. The Shares so purchased by the Trustee shall again become available for future grant or sale under the Scheme (unless the Scheme has terminated).

- (c) Closing. The closing of any repurchase under this paragraph 8.8 shall be at a date to be specified by the Company, such date to be no later than thirty (30) days after the date of the Call Notice. The repurchase price shall be paid by the Trustee at the closing against surrender by the Grantee of a share certificate evidencing the Shares with duly endorsed share powers. No adjustments shall be made to the repurchase price for fluctuations in the fair market value of the Shares after the date of the Call Notice. In the event that the Grantee has already disposed of the Shares acquired upon exercise of the Grantee's RSU(s), the Grantee shall deliver the Profit (if any) to the Company together with document evidencing the sales proceeds realized by the Grantee no later than thirty (30) days after the date of the Call Notice.

8.8 Notwithstanding the aforesaid in this paragraph, in each case, the Department may in its absolute discretion decide that any RSU shall not be cancelled or determine subject to such conditions or limitations as the Department may decide.

9 REORGANISATION OF CAPITAL STRUCTURE

9.1 In the event of an alteration in the capital structure of the Company whilst any RSU has not vested by way of capitalisation of profits or reserves, bonus issue, rights issue, open offer, subdivision or consolidation of shares, reduction of the share capital of the Company or otherwise howsoever in accordance with legal requirements and requirements of the Stock Exchange (other than an issue of Shares as consideration in respect of a transaction to which any of the Company and/or its Subsidiaries is a party or in connection with any share option, restricted share or other equity incentive schemes of the Group or in the event of any distribution of the Company's capital assets to its shareholders on a pro rata basis (whether in cash or in specie) (other than dividends paid out of the net profits attributable to its shareholders for each financial year of the Company), such corresponding alterations (if any) shall be made to the number or nominal amount of Shares subject to the RSU so far as unvested as the Auditors or an approved independent financial adviser shall certify in writing (provided that in the case of any capitalisation issue or share sub-division to be implemented by the Company as required for the purpose of the global offering (details of which shall be set out in the prospectus of the global offering), no such certification by the Auditors or a financial advisor shall be required), either generally or as regard any particular Grantee, to have in their opinion, fairly and reasonably satisfied the requirement that such adjustments give a Participant the same proportion (or rights in respect of the same proportion) of the share capital of the Company as that to which that Grantee was previously entitled, but that no such adjustments be made to the extent that a Share would be issued at less than its nominal value. The capacity of the Auditors or the approved independent financial adviser in this paragraph is that of experts and not of arbitrators and their certification shall, in absence of manifest error, be final and binding on the Company and the Grantees. The costs of the Auditors or the approved independent financial adviser shall be borne by the Company.

10 SHARE CAPITAL

10.1 No Participant shall enjoy any of the rights of a Shareholder by virtue of the grant of an Award pursuant to this Scheme, unless and until such Shares underlying the Award are actually transferred to the Participant upon the vesting of the RSU and the exercising the RSU according to the Scheme. Unless otherwise specified by the Department in its entire discretion in the Notice of Grant, the Participants do not have any rights to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any Shares underlying an unvested RSU.

11 DISPUTES

11.1 Any dispute arising in connection with this Scheme shall be referred to the decision of the Department in the first instance, which decision shall, in the absence of manifest error, be final and binding on the Company and the Grantee. Should the Department, in their sole discretion, decide, any dispute referred to them may be subsequently referred to the decision of the Auditors or the approved independent financial adviser to the Company, who shall then act as experts and not as arbitrators and whose decision shall, in the absence of manifest error, be final and binding on the Company and the Grantee. In such case, the costs of the Auditors or the approved independent financial adviser to the Company shall be shared equally between the Company and the relevant Grantee.

12 ADMINISTRATION AND ALTERATION OF THIS SCHEME

12.1 This Scheme shall be subject to the administration of the Department in accordance with the Scheme rules. Save for any material amendments to the Scheme, this Scheme may be altered in any respect by a resolution of the Department. The Department's determination as to whether any proposed alteration to the terms and conditions of this Scheme is material shall be conclusive, provided in each case that such decision is made in accordance with the Articles and any applicable laws.

12.2 The Board may delegate the authority to administer this Scheme to such committee or person(s) as it may see fit. The Board or its delegate(s) may also appoint one or more independent third party contractors to assist in the administration of the Scheme as they think fit. It is noted that as of the adoption date of this Scheme, the Board has delegated its power under this Scheme to the Department.

12.3 The Department's determinations under the Scheme need not be uniform and may be made by it selectively with respect to persons who receive, or are eligible to receive, Awards under it. If a Director is a Participant he/she may, notwithstanding his/her own interest and subject to the Articles, vote on any Department resolution concerning this Scheme (other than his/her own participation in it), and may retain Awards under it.

12.4 Any alteration to the terms and conditions of this Scheme, which is of a material nature, or any change to the terms of any RSU granted or agreed to be granted must be approved by the Department, except where such alterations take effect automatically under the existing terms of this Scheme.

13 TERMINATION

13.1 The Board or the Department may at any time terminate the operation of this Scheme and in such event no further RSU(s) will be offered but in all other respects the provisions of this Scheme shall remain in full force and effect in respect of RSU(s) which are granted during the life of this Scheme and which remain unvested immediately prior to the termination of the operation of this Scheme.

14 MISCELLANEOUS

14.1 This Scheme shall not form part of any contract of employment or engagement of services between the Group and any Participant and the rights and obligations of any Participant under the terms of his office, employment or engagement in services shall not be affected by the participation of the Participants in this Scheme or any rights which he may have to participate in it and this Scheme shall afford such a Participant no additional rights to compensation or damages in consequence of the termination of such office, employment or engagement for any reason.

14.2 This Scheme shall not confer on any person any legal or equitable right (other than those rights constituting the RSU(s) themselves) against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company.

14.3 The Company shall bear the costs of establishing and administering this Scheme. For the avoidance of doubt, the Company shall not be liable for any tax, duty, expense or liability that the Grantee(s) is subject to as a result of his participation in this Scheme, including any sale, purchase, vesting or transfer of the Shares hereunder.

14.4 A Grantee shall be entitled to receive copies of all notices and other documents sent by the Company to holders of Shares generally upon request.

14.5 Any notice or other communication between the Company and a Grantee may be given by sending the same by prepaid post or personal delivery to, in the case of the Company, its principal place of business in Hong Kong, the PRC or such other address as notified to the Grantee from time to time and, in the case of the Grantee, his address as notified to the Company from time to time. Notices may also be sent electronically to Grantees by sending it to the e-mail address notified by the Grantee to the Company from time to time.

14.6 Except as otherwise expressly provided under the Scheme,

- (a) any notice or other communication served by post:
 - (i) by the Company shall be deemed to have been served 24 hours after the same was put in the post; and
 - (ii) by the Grantee shall not be deemed to have been received until the same shall have been received by the Company;
- (b) any notice or other communication served by electronic means by the Company or the Grantee shall be deemed to have been served if the sender did not receive a failure of receipt notification.

- 14.7 The resultant aggregate number of Shares to be issued or transferred to each Grantee if not a whole number (but part or fraction of a Share), shall be rounded down to the nearest multiple of one (1) Share such that the resultant aggregate number of Shares to be issued or transferred to such Grantee shall be a whole number.
- 14.8 All allotment, issue and transfer of Shares will be subject to all necessary consents under any relevant legislation for the time being in force in Hong Kong, the PRC and the Cayman Islands, and a Grantee shall be responsible for obtaining any governmental or other official consent or approval and going through any other governmental or other official procedures that may be required by any country or jurisdiction in order to permit the issue of Shares. The Group and its affiliates may coordinate or assist the Grantee in complying with such applicable requirements and taking any other actions as may be required by any applicable laws, regulations or rules, however, the Group and its affiliates shall not 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 his or her participation in this Scheme. The Department shall be entitled to establish such arrangements as it deems reasonably necessary with respect to the mechanisms to implement the vesting of RSU(s), the remittance of the proceeds therefrom to Grantees and related registration, recordation and reporting matters to ensure that the Grantee and the Company can comply with all applicable securities, foreign exchange and tax regulations of all relevant jurisdictions, including without limitation, the PRC. Each Grantee shall authorise the Company to establish all necessary brokerage and other accounts on the Grantee's behalf and shall provide to the Company such information as the Department deems necessary in connection with the Company's and the Grantee's compliance with the foregoing obligations.
- 14.9 This Scheme, the Form of Notice of Grant and all RSU(s) granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.

**APPENDIX A
FORM OF NOTICE OF GRANT**

PRIVATE AND CONFIDENTIAL FOR ADDRESSEE ONLY

[•]

Dear [•],

In recognition of your services or contribution to the Group, the Department has determined to invite you to participate in the Company's Share Incentive Scheme (the "**Scheme**"). The terms used in this notice of grant (the "**Notice of Grant**") shall have the same meaning given to them in the Scheme.

The Company agrees to grant to you RSU(s) in relation to _____ Shares of the Company under this Scheme. The vesting and grant of RSU(s) shall be subject to the terms and conditions of this Notice of Grant and the Scheme as may be amended from time to time pursuant to the provisions therein, a copy of which is enclosed herewith.

Please note that you will have an interest in the RSU awards, but that this interest will normally be contingent until the date(s) set out in the vesting schedule below and subject to the fulfillment or waiver of the conditions (if any) determined by the Department in its absolute discretion unless specially approved by the Department.

Vesting Schedule and Conditions

1. _____ Shares of the Company (the "**Part A Awards**") are vested immediately upon the execution of the Acceptance Notice at the exercise price _____ per share;
2. _____ Shares of the Company (the "**Part B Awards**") shall be vested in accordance with the vesting schedule set out below at the exercise price _____ per share;
3. _____ Shares of the Company (the "**Part C Awards**") shall be vested in accordance with the vesting schedule set out below at the exercise price _____ per share;

The above Part B Awards and Part C Awards shall be vested in accordance with the vesting schedule set out below, subject to the satisfaction of performance condition in relation on the relevant Grantee(s) as determined by the Department at its the sole discretion as set out in each of the Notice of Grant, which may also be adjusted and re-determined by the Department from time to time. The Department may also at its sole discretion to accelerate the vest period based on the performance by the Grantee according to the employee performance indicators as implemented or amended by the Company from time to time.

Vesting date	Maximum percentage of underlying Shares in respect of the Awards may be vested
Last day of the 12th month from the Grant Date	25%
Last day of the 24th month from the Grant Date	50%
Last day of the 36th month from the Grant Date	75%
Last day of the 48th month from the Grant Date	100%

If the vesting terms and conditions (e.g. by linking the vesting of their Awards to the attainment or performance of milestones by any member of the Group, the Grantee or any group of Participants) are not satisfied, the Department may elect to postpone the vesting date of the relevant Awards for one year or any period to the extent appropriate as determined by the Department. If the vesting terms and conditions of the postponed Awards are not satisfied at the postponed vesting date, the Awards shall be lapsed and cancelled automatically.

In order to accept the RSU(s), please sign and return the enclosed Acceptance Notice and deposit the Award Price, by [•] failing which the opportunity to accept this Award will automatically lapse.

We would recommend you that you seek specific advice from your own tax adviser on how this Award may affect your tax status.

Yours faithfully
 For and on behalf of
3D Medicines Inc.

Name:

Position: Chairman & CEO

APPENDIX B
FORM OF ACCEPTANCE NOTICE

To: The ESOP Administration Department
3D Medicines Inc. (the “**Company**”)

Terms and expressions defined in the Company’s Share Incentive Scheme (the “**Scheme**”) and the Notice of Grant dated [•] issued by the Company to me (“**Notice of Grant**”) pursuant to the Scheme shall have the same meanings when used in this Acceptance Notice, unless the context requires otherwise.

In consideration of the Company’s agreement to grant the Awards to me subject to the terms and conditions of the Scheme, I hereby acknowledge, accept and agree for the benefit of the Company as follows:

- (a) I have read the Scheme and the Notice of Grant, and agree to be bound by the terms and conditions thereof.
- (b) I hereby acknowledge and agree that The Scheme and the Notice of Grant contains the final and entire understanding between the Company and me and is the complete and exclusive statement of its terms. The Scheme and the Notice of Grant supersedes all prior agreement and understandings, whether oral or written, in connection therewith.
- (c) I hereby acknowledge that neither you nor any of your subsidiaries and other companies in the Group has made any representation or warranty or given me any expectation of employment or services engagement or continued employment or services engagement to induce me to accept the Award and that the terms of the Scheme, the Notice of Grant and this Acceptance Notice constitute the entire agreement between us relating to the grant of the Award(s) under the Scheme.
- (d) I acknowledge and agree that any action taken or decision made by the Company arising out of or in connection with the construction, administration, management, interpretation, effect or performance of the Scheme shall lie within its sole and absolute discretion, as the case may be, and shall be final, conclusive and binding on me. By accepting the Award(s) granted to me under the Scheme, I shall be conclusively deemed to have indicated (i) acceptance and ratification of, and consent to, any action taken under the Scheme by the Company, the Department or any of their representatives and (ii) acceptance of the terms and conditions of the Scheme.
- (e) I acknowledge:
 - that this grant of the Awards under the Scheme is a one-time benefit which does not create any contractual right to receive additional rights or compensation;
 - that the future value of the Shares underlying the RSU(s) is unknown and cannot be predicted with certainty.

- (f) I agree, accept and undertake, to enter into any such additional documentation as the Department (in its absolute discretion) or the consultants, requires in order to facilitate the administration of the Scheme.
- (g) I acknowledge that any rights or benefits that I may have to the Award(s) are subject to the approval of such grant and/or the compliance from time to time with the Articles or any other laws, rules or regulations which may be applicable to such grant.
- (h) I understand that the Company may hold certain personal information about me, including but not limited to my name, home address and telephone number, date of birth, identity card number, passport number, salary, nationality, job title, any Shares or directorships held in the Company, details of documentation relating to the RSU(s), for the purposes of implementing, administering and managing the Scheme (together, “**Data**”). As a condition of the grant of the Awards, I consent to the collection, use, retention and transfer of Data for such purposes.
- (i) I acknowledge and confirm that I have obtained or will obtain all relevant regulatory, governmental and official consent or approvals required for me to participate in the Scheme and, to own and/or have the Shares underlying the RSU(s) registered in my or my nominee’s name.
- (j) I acknowledge and confirm the Company or any of its directors, officers, employees or representatives, will not be responsible whatsoever for any tax or other liability to which I may become subject as a result of my participation in the Scheme.
- (k) In the event that any withholding of tax is required under the laws of any applicable jurisdiction or pursuant to the local practice of tax authorities of any applicable jurisdiction, I confirm and agree to and cooperate in such arrangements as the Company may require to satisfy such withholding tax obligations.
- (l) I acknowledge to and agree with the Company not to exercise any rights or interest which I may have or derive in connection with any Award(s) nor to directly or indirectly, sell, assign, transfer, permit to exist any lien, donate, give, bequeath, hypothecate or otherwise deal with or dispose of any right or interests in relation to any Award(s) in favor of any other person until the transfer of the RSU(s) to me have been completed.
- (m) I will fully cooperate with the Company to return the Shares underlying the RSUs granted pursuant to this Scheme or pay the Company the proceeds or consideration obtained upon the occurrence of one or more of the events set out in clause 8.4 of the Scheme.
- (n) I acknowledge and confirm that

I further understand that the Company and its subsidiaries may transfer Data amongst themselves for the purposes of implementing, administering and managing my participation in the Scheme, and that the Company and its subsidiaries may each further transfer Data to any third parties assisting the implementation, administration and management and performance of the Scheme and who has a duty of confidentiality to the transferor of such Data. I understand that these recipients of such Data may be located in the PRC, Hong Kong or overseas. I authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing my participation in the Scheme.

Sincerely yours,

Name: _____

Address: _____

ACKNOWLEDGED AND AGREED:

**APPENDIX C
FORM OF VESTING NOTICE**

PRIVATE AND CONFIDENTIAL FOR ADDRESSEE ONLY

[•]

Dear [•],

Vesting Notice

We refer to the share incentive scheme adopted by the Company on June 25, 2021 (the “**Scheme**”). Except as otherwise defined, capitalised terms used herein shall have the same meaning as defined in the Scheme.

Subject to the vesting conditions set out in the Notice of Grant, RSU in relation to _____ Shares was granted to and accepted by you. The Company hereby confirms that the terms and conditions as set out in the Notice of Grant and the Scheme has been fulfilled or waived by the Company and such RSU(s) has become vested in you on [•] (the “**Vesting Date**”).

In accordance with the Scheme, the Company will now offer you _____ Shares, being the number of Shares underlying your RSU(s).

Please sign and return the attached reply slip and deposit the exercise price in amount of _____ to us not later than [•] (being _____ days after the date of this letter). If you fail to do this, the RSU(s) will lapse in accordance with the terms of the Scheme and you will not have any right or claim against the Company, any other member of the Group, the Board or any person authorized by them to administer the Scheme with respect to such RSU(s) or any right thereto or interest therein in any way.

We would recommend you that you seek specific advice from your own tax adviser on how this Award may affect your tax status.

Yours faithfully
For and on behalf of
3D Medicines Inc.

Name:

Position: Chairman & CEO

To: The ESOP Administration Department
3D Medicines Inc. (the“**Company**”)

Reply Slip

I, _____ (holder of [ID Card/Passport] numbered _____), hereby confirm that I accept the Shares as set forth in the Vesting Notice. Except as otherwise defined, capitalised terms used herein shall have the same meaning as defined in the Scheme.

I confirm that I have fulfilled and complied with such conditions.

I hereby authorise you to instruct any third parties assisting with the administration of the Scheme to procure the transfer of the Shares referred to in the above Vesting Notice to me by transferring the Shares into the following brokerage account after the lock-up period required by the Listing Rules or underwriters, I further undertake to provide any further information, documents or confirmations as required by the Company pursuant to the Scheme:

Name of designated institution: _____

Account name: _____

Account number: _____

Sincerely yours,

Name: _____

Address: _____

ACKNOWLEDGED AND AGREED:
