

Schedule 2

**RULES RELATING TO
THE GALA TECHNOLOGY HOLDING LIMITED 2023 SHARE AWARD
SCHEME**

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1. **DEFINITIONS AND INTERPRETATION**

(A) In these rules of the Scheme, unless the context otherwise requires, the following words and expressions shall have the meaning shown opposite to them below:-

“Adoption Date”	the date on which this Scheme is adopted by the Shareholders;
“associate”	has the meaning ascribed thereto under the Listing Rules;
“Award”	an award of the Awarded Interests by the Board to a Selected Participant in accordance with these Scheme Rules;
“Awarded Cash”	in respect of a Selected Participant, such amount of cash from the sale of Shares awarded to him after deduction or withholding of any tax (if applicable), fees, levies, stamp duty and other charges in connection with the sale of Shares;
“Awarded Interests”	in respect of an Award, the Awarded Shares and/or Awarded Cash, and the Related Income (if any) as awarded under the Award;
“Awarded Share(s)”	in respect of a Selected Participant, such number of Shares as awarded to him by the Board;
“Board”	the board of Directors of the Company and if the context so permits, it shall include such committee or sub-committee or person(s) as from time to time delegated with the power and authority by the board of Directors of the Company to administer the Scheme and/or to deal with the Trust/Trustee in any manner as authorised by the board of Directors of the Company;
“Business Day”	a day (other than Saturday, Sunday or public holiday) on which the Stock Exchange is open for trading and on which banks are open for business in Hong Kong;
“Change in Control”	the occurrence of any of the following events: (a) Change in Ownership of the Company: a change in the ownership of the Company which occurs on the date that any one person, or more than

one person acting as a group (“Person”), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 30% of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change in Control; or

- (b) Change in Effective Control of the Company: if the Company has a class of securities registered pursuant to Section 12 of the U.S. Securities Exchange Act of 1934, as amended, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (b), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or
- (c) Change in Ownership of a Substantial Portion of the Company’s Assets: a change in the ownership of a substantial portion of the Company’s assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For

purposes of this subsection (c), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the jurisdiction of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction;

“close associate”	has the meaning ascribed thereto under the Listing Rules;
“Company”	Gala Technology Holding Limited, a company incorporated in the Cayman Islands;
“connected person”	has the meaning ascribed thereto under the Listing Rules;
“Contributed Amount”	cash paid or made available to the Trust by way of settlement or otherwise contributed by the Company and/or any Subsidiary to the Trust as determined by the Board from time to time;
“controlling shareholder”	has the meaning ascribed thereto under the Listing Rules;
“core connected person”	has the meaning ascribed thereto under the Listing Rules;

“Director(s)”	director(s) (including independent non-executive director(s)) of the Company;
“Eligible Participant”	any individual being an Employee Participant, Related Entity Participant at any time during the Trust Period;
“Employee Participant”	employees (including full-time employees and part-time employees) of the Company or any of its Subsidiaries (including persons who are granted awards under the Scheme as an inducement to enter into employment contracts with these companies) · but excluding the core connected persons of the Company or its Subsidiaries, such as the chief executive officer, Directors and so on;
“Excluded Participant”	any Eligible Participant who is resident in a place where the grant of an Award and/or the vesting and transfer of the Awarded Interests pursuant to the terms of the Scheme is not permitted under the laws or regulations of such place or where in the view of the Board or the Trustee (as the case may be), compliance with applicable laws or regulations in such place makes it necessary or expedient to exclude such Eligible Participant;
“Grant Date”	the date (which shall be a Business Day) on which the Grant is made to an Eligible Participant, being the date of the Grant Instrument;
“Grant Instrument”	has the meaning ascribed to it in Paragraph 5.1(H) in this Scheme Rules;
“Group”	the Company and its Subsidiaries from time to time, and “member of the Group” means any or a specific one of them;
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong;
“Holdco”	a company incorporated under the laws of the British Virgin Islands, which is a direct wholly-owned subsidiary of the Trustee and designated in writing by the Trustee;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;

“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange;
“Personal Data”	has the meaning set out in the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) including any statutory modification or re-enactment for the time being in force;
“Purchase Price”	the consideration, if any, as determined at the sole and absolute discretion of the Board, payable by a Selected Participant to the Company for acceptance of an Award;
“Related Entity”	the holding companies, fellow Subsidiaries or associated companies of the Company
“Related Entity Participant”	employees of the Related Entity(ies), but excluding the core connected persons thereof, such as the chief executive officer, Directors and so on;
“Related Income”	any and all cash and non-cash income, dividends or distributions, and non-cash and non-scrip distributions in respect of any Shares less any tax, fees, levies, stamp duty and other charges applicable;
“Relevant Scheme(s)”	has the meaning ascribed thereto under Paragraph 7 in this Scheme Rules;
“Residual Cash”	<p>(a) any Contributed Amount, if received by the Trust for the subscription for Shares, which is unutilized and, if applicable, un-refunded to the Company or such other person who contributed the Contributed Amount;</p> <p>(b) any Contributed Amount received by the Trust for any purpose other than the subscription for Shares; and</p> <p>(c) other cash in the Trust Fund (including without limitation (i) any cash income or dividends derived from or in respect of Shares held under the Trust; (ii) other cash income or net proceeds of sale of non-cash and non-scrip distribution derived from or in respect of the Shares held under the Trust; and (iii) all interest or income derived</p>

from deposits maintained with licensed or regulated banks in Hong Kong or elsewhere);

“Scheme”	the “Gala Technology Holding Limited 2023 Share Award Scheme” constituted by the rules hereof, in its present form or as amended from time to time;
“Scheme Rules”	means the rules relating to the Scheme as set out hereof in its present form or as amended from time to time;
“Selected Participant (s)”	Eligible Participant(s) selected by the Board pursuant to Paragraph 5.1(A) in this Scheme Rules for participation in the Scheme (or his legal personal representative or lawful successor as the case may be);
“SFO”	the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong);
“Shareholder(s)”	holder(s) of Shares;
“Shares”	ordinary shares of HKD0.01 each in the capital of the Company (or of such other nominal amount as shall result from a sub-division, consolidation, reclassification or reconstruction of the share capital of the Company from time to time);
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subsidiary”	has the meaning given to it by the Listing Rules;
“Trust”	the trust constituted by the Trust Deed;
“Trust Deed”	a trust deed to be entered into between the Company as settlor and the Trustee as trustee of the Trust (as restated, supplemented and amended from time to time);
“Trust Fund”	the funds and properties held directly or indirectly under the Trust and managed by the Trustee for the benefit of the Selected Participants (other than the Excluded Participants), including without limitation: (a) HK\$100 as initial sum; (b) all Shares acquired by the Trustee for the purpose of the Trust (including but not limited

to any Awarded Shares whether or not vested in a Selected Participant) and such other scrip income (including but not limited to bonus Shares and scrip dividends declared by the Company) derived from the Shares held upon the Trust;

- (c) any cash (including Residual Cash);
- (d) any other property hereafter paid, transferred, or delivered to or otherwise placed under the control of and (in any such case) accepted by the Trustee as additions to the Trust Fund;
- (e) all issued shares in the capital of the Holdco; and
- (f) all other properties from time to time representing (a) to (e) above;

“Trust Period” shall have the meaning as set out in the Trust Deed;

“Trustee” the trustee as appointed under the Trust Deed to act as trustee of the Trust, and any additional or replacement trustees, being the trustee or trustees for the time being of the trusts declared in the Trust Deed;

“Vesting Date” in respect of a Selected Participant, the date on which his entitlement to the relevant Award is vested in such Selected Participant in accordance with Paragraph 5.2(A) in this Scheme Rules and other terms of the Scheme; and

“Vesting Instrument” has the meaning ascribed to it in Paragraph 5.2(B) in this Scheme Rules.

(B) In these rules of the Scheme, save where the context otherwise requires:-

- (i) the headings are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of these rules of the Scheme;
- (ii) references to Paragraphs are references to paragraphs of these rules of the Scheme;

- (iii) references to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute;
- (iv) expressions in the singular shall include the plural and vice versa;
- (v) expressions in any gender shall include other genders; and
- (vi) references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organisations, associations, enterprises, branches and entities of any other kind.

2. PURPOSES AND OBJECTIVES

- (A) The specific objectives of the Scheme are:-
 - (i) to recognise the contributions by certain Eligible Participants and to provide them with incentives in order to retain them for the continual operation and development of the Group; and
 - (ii) to attract suitable personnel for further development of the Group.
- (B) These rules serve to set out the terms and conditions upon which the incentive arrangement for the Eligible Participants shall operate.

3. DURATION

Subject to any early termination as may be determined by the Board pursuant to Paragraph 11 in this Scheme Rules, the Scheme shall be valid and effective for a term of (10) years commencing on the Adoption Date, after which no further Awards will be granted.

4. ADMINISTRATION

- (A) The Scheme shall be subject to the administration of the Board and the Trustee in accordance with the rules of the Scheme and the Trust Deed. The decision of the Board with respect to any matter arising under the Scheme (including the interpretation of any provision) shall be final and binding. Without prejudice to the foregoing and to the extent permissible under the Listing Rules and other applicable laws and regulations, the Board may resolve to delegate to another committee of the Board or to one or more officers of the Company any or all of the authority and responsibility of the Board under the rules of the Scheme and the Trust Deed.
- (B) The Trustee shall hold the Trust Fund in accordance with the terms of the Trust Deed.

5. OPERATION OF SCHEME

5.1 Grant of Awarded Shares to Selected Participants

- (A) Subject to the provisions of the Scheme, including but not limited to the restrictions set out in Paragraphs 5.4(B) and 7 in this Scheme Rules, the Board may, from time to time, at its sole and absolute discretion select any Eligible Participant (other than any Excluded Participant) for participation in the Scheme as a Selected Participant, and grant an Award to any Selected Participant at such consideration and subject to such terms and conditions as the Board may in its sole and absolute discretion determine. The Board may determine that a Selected Participant will be granted Awarded Interests in the form of Awarded Shares or Awarded Cash or in the combination thereof. The Board may also grant the Related Income of the Awarded Interests to any Selected Participant in such amount or to such extent as the Board determines.
- (B) The eligibility of any of the Eligible Participants to a grant of Awarded Interests shall be determined by the Board from time to time on the basis of the Board's opinion as to the Eligible Participant's contribution to the development and growth of the Group. Without limiting the generality of the foregoing:
- (a) in assessing the eligibility of Employee Participants, the Board will consider, among other things, the length of service, job position, job duties and performance evaluation results of the Employee Participant;
 - (b) in assessing the eligibility of an Related Entity Participant, the Board will consider a range of factors, such as the length of service, job position and job duties in the Related Entity, the shareholding relationship between the Group and the Related Entity and the benefits and synergies provided by the Related Entity to the Group.
- (C) The Purchase Price of the Awarded Interests, if any, shall be such price which shall be determined by the Board from time to time based on considerations such as the prevailing closing price of the Shares, the purpose of the Award and the characteristics and profile of the Selected Participant. Such room for discretion provides the Board with flexibility to stipulate, if necessary, a Purchase Price for Awarded Interests, while balancing the purpose of the Award and the interests of Shareholders.
- (D) In determining the appropriate Awarded Interest to be granted to any Selected Participant (excluding any Excluded Participant), the Board shall take into consideration matters including, but without limitation to,
- (a) the present contribution and expected contribution of the relevant Selected Participant to the profits of the Group;

- (b) the general financial condition of the Group;
 - (c) the Group's overall business objectives and future development plan; and
 - (d) any other matter which the Board considers relevant.
- (E) (a) The Board is entitled to impose any conditions, as it deems appropriate in its sole and absolute discretion with respect to the vesting of the Awarded Interests to the Selected Participant providing that, subject to Paragraph 5.1(E) (b) in this Scheme Rules, the vesting period for the Award Interests shall not be less than twelve (12) months, and shall inform the Trustee and such Selected Participant the relevant conditions of the Award.
- (b) Notwithstanding any other provisions of the Scheme, subject to applicable laws and regulations, the Board may in its sole and absolute discretion to determine that the Awards granted to a Selected Participant may be subject to a vesting period of less than 12 months in the following circumstances:
- (i) Awards are grant of "make-whole" share awards to a Selected Participant who is a new joiner of the Group to replace the share awards he has been forfeited when leaving the previous employer;
 - (ii) Awards are granted to a Selected Participant whose employment is terminated due to death or disability or occurrence of any out of control event, in which circumstances the vesting of shares awards may accelerate;
 - (iii) Awards are subject to performance-based vesting conditions provided in the Grant Instrument, in lieu of time-based vesting criteria;
 - (iv) Awards are granted in batches during a year for administrative and compliance reasons, in which case, the vesting period may be shorter to reflect the time from which the Awards would have been granted; or
 - (v) Awards are granted with a mixed or accelerated vesting schedule (such as where the Awards may vest evenly over a period of twelve (12) months);
 - (vi) Awards with a total vesting and holding period of more than twelve (12) months;

- (vii) any other specific circumstance as permitted under the Listing Rules and other relevant guidance issued by the Stock Exchange from time to time.
- (F) In the event that a Selected Participant is a connected person of the Group, such Awards shall constitute connected transactions under Chapter 14A of the Listing Rules and the Company shall comply with the relevant requirements under the Listing Rules.
- (G) Where any grant of Awarded Interests is proposed to be made to any Selected Participant, the Company shall comply with such provisions of the Listing Rules as may be applicable, including any disclosure, reporting, announcement and/or shareholders' approval requirements, unless otherwise exempted under the Listing Rules.
- (H) After the Board has decided to make a grant of Awarded Interests to any Eligible Participant, the Board shall procure the Company and the Eligible Participant to execute an written instrument which sets out details of the Awarded Interests so granted and the conditions (if any) (including but not limited to limitation such performance targets as the Board may determine from time to time) upon which such Awarded Interests were granted. Such performance targets may include financial and non-financial parameters, including but not limited to value creation parameters (such as revenue and gross profit) and other strategic and organizational health parameters (such as timeliness and accuracy in handling customer feedback and compliance with internal business procedures). Upon the due execution of the Grant Instrument by the Company and the relevant Eligible Participant and payment of the Purchase Price by the relevant Eligible Participant to the Company, the Awarded Interests are considered as having been granted to and accepted by the Eligible Participant, who shall become the Selected Participant. The Board shall, within five (5) Business Days after the Grant Instrument is duly executed by the Company and the Selected Participant, notify in writing the Trustee of the terms and conditions of such grant (including without limitation the name of the Selected Participant, details of the granted Awarded Interests, vesting schedule and conditions (if any) thereof, if applicable). Subject to any adjustment that may be made pursuant to Paragraph 6 in this Scheme Rules, the number of Awarded Shares specified in the Grant Instrument shall constitute the definitive number of Awarded Shares being granted to such Selected Participant.
- (I) If an Eligible Participant fails to execute the Grant Instrument within five (5) Business Days after the Grant Date, the relevant Awarded Interests shall be considered as having never been granted to such Eligible Participant and the Awarded Interests shall remain as part of the Trust Fund. Such Eligible Participant shall have no right or claim against the Company, any other member of the Group, the Board, the Trust or the

Trustee or with respect to those or any other Shares or any right thereto or interest therein in any way.

- (J) The grant of Awards shall be satisfied by new Shares to be allotted and issued to the Trustee by the Company under the specific mandate to be granted by the Shareholders at the general meeting.

5.2 Vesting of Awarded Shares

- (A) Subject to the terms and condition of the Scheme and the fulfillment of all vesting conditions applicable to the vesting of the Awarded Interests on such Selected Participant, the respective Awarded Interests held by the Trustee on behalf of the Selected Participant pursuant to the provision hereof shall vest in such Selected Participant in accordance with the applicable vesting schedule, and the Trustee shall cause the Awarded Interests to be transferred to such Selected Participant and/or a vehicle controlled by him/her (such as a trust or a private company) for the benefit of the Selected Participant and any family members of such Selected Participant in accordance with Paragraph 5.2(B) in this Scheme Rules.
- (B) Upon the vesting of the Awarded Interests,
 - (a) barring any unforeseen circumstances, unless otherwise agreed between the Board and the Trustee, at least thirty (30) Business Days prior to the Vesting Date of the Awards granted to a Selected Participant, the Board shall procure the Company and the Selected Participant to execute a written instrument to confirm the vesting of the Awards in substantially the form set out in Appendix 2 (the “**Vesting Instrument**”). Before issuing the Vesting Instrument to the Selected Participant, the Board shall confirm in advance with the Trustee whether certain transfer documents are required to be signed by the Selected Participant and/or a vehicle controlled by him/her (such as a trust or a private company) if such Awarded Shares will be transferred to such vehicle in order to effect the vesting and transfer of the Awarded Shares, and if so confirmed by the Trustee, the Board shall, in the Vesting Instrument or in a separate notice, require the Selected Participant and/or to procure the said vehicle to execute the transfer documents;
 - (b) in the event the Selected Participant (or his legal personal representative or lawful successor as the case may be) fails to execute the Vesting Instrument at least ten (10) Business Days prior to the Vesting Date, the Awarded Interests which would have otherwise vested in such Selected Participant shall be automatically forfeited and remain as part of the Trust Fund; and
 - (c) for the purpose of the vesting of Awarded Interests in a Selected Participant, subject to the receipt by the Trustee of (a) a copy of the relevant Vesting

Instrument and a written notice from the Board instructing the Trustee to transfer the Awarded Interests to the Selected Participant and/or a vehicle controlled by him/her (such as a trust or a private company), (b) the original transfer documents (if any) prescribed by the Trustee and duly signed by the Selected Participant and/or a vehicle controlled by him/her (such as a trust or a private company) ; and (c) client due diligence documents of the Selected Participant and/or a vehicle controlled by him/her (such as a trust or a private company) required in accordance with the Trustee's client due diligence policy at least ten (10) Business Days prior to the Vesting Date, the Trustee shall transfer the relevant Awarded Interests to the relevant Selected Participant and/or a vehicle controlled by him/her (such as a trust or a private company) as instructed by the Board as soon as practicable on or after the Vesting Date and in any event not later than ten (10) Business Days after the Vesting Date. In the event that the Trustee does not receive the requisite documents in accordance with (a), (b) and (c) herein prior to or on the relevant Vesting Date, the relevant Awarded Interests shall lapse and shall not vest on the relevant Vesting Date and the Selected Participant shall have no claims against the Trust or the Trustee or with respect to those or any other Shares or any right thereto or interest therein in any way. The Company shall refund to the Selected Participant the Purchase Price paid (if any) in correspondence to such lapsed Awarded Interests paid by the Selected Participant pursuant to Paragraph 5.1(A) in this Scheme Rules and the terms and conditions of the Grant Instrument.

- (C) Prior to the Vesting Date, any Award made hereunder shall be personal to the Selected Participant to whom it is made and shall not be assignable nor transferrable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to any unvested Awarded Interests referable to him pursuant to such Award or enter or purport to enter into any agreement to do so, unless and until such Awarded Interests are actually vested and transferred to the Selected Participant and/or a vehicle controlled by him/her (such as a trust or a private company). Any Awarded Shares to be transferred to a Selected Participant and/or a vehicle controlled by him/her (such as a trust or a private company) upon vesting of Awarded Shares granted pursuant to the Scheme shall rank *pari passu* in all respects with the fully-paid Shares in issue then exist on the date of transfer, and accordingly shall entitle the holder of such Shares to participate in all dividends or other distributions paid or made on or after the date of transfer and to exercise all voting rights in respect of such Shares.

5.3 Disqualification of Selected Participant

- (A) In the event that prior to or on the Vesting Date, a Selected Participant is found to be an Excluded Participant or is deemed to cease to be an Eligible Participant pursuant to Paragraph 5.3(B) in this Scheme Rules, the relevant Award made to such Selected

Participant shall automatically lapse forthwith and the relevant Awarded Shares shall not vest on the relevant Vesting Date but shall remain part of the Trust Fund. Such Eligible Participant shall have no right or claim against the Company, any other member of the Group, the Board, the Trust or the Trustee or with respect to those or any other Shares or any right thereto or interest therein in any way. The Company shall refund to the Selected Participant the Purchase Price paid (if any) in correspondence to such lapsed Awarded Interests paid by the Selected Participant pursuant to Paragraph 5.1(A) in this Scheme Rules and the terms and conditions of the Grant Instrument.

- (B) Unless the Board determines otherwise, the circumstances under which a person shall be treated as having ceased to be an Eligible Participant shall include, without limitation, the following:
- (a) where such person has committed any act of fraud or dishonesty or serious misconduct, whether or not in connection with his employment or engagement by any member of the Group and whether or not it has resulted in his employment or engagement being terminated by the relevant member of the Group;
 - (b) where such person has been declared or adjudged to be bankrupt by a competent court or governmental body or has failed to pay his debts as they fall due (after the expiry of any applicable grace period) or has entered into any arrangement or composition with his creditors generally or an administrator has taken possession of any of his assets;
 - (c) where such person has been convicted of any criminal offence;
 - (d) where such person has engaged in any act that has had or will have a material adverse effect on the reputation or interests of any member of the Group; or
 - (e) where such person has been convicted of or is being held liable for any offence under or any breach of the SFO or other securities laws or regulations in Hong Kong or any other applicable laws or regulations in force from time to time.
- (C) Subject to Paragraph 5.1(E) in this Scheme Rules, in respect of a Selected Participant who died or retired by agreement with a member of the Group at any time prior to or on the Vesting Date, all the Awarded Interests of the relevant Selected Participant shall be deemed to be vested on the day immediately prior to his death or the day immediately prior to his retirement with the relevant member of the Group.
- (D) In the event of the death of a Selected Participant, the Trustee shall directly or indirectly hold the vested Awarded Interests upon trust to transfer the same to the legal personal representatives or lawful successors of the Selected Participant within (i) two (2) years of the death of the Selected Participant (or such longer period as the Trustee and the Board shall agree from time to time) or (ii) the Trust Period (whichever is shorter),

subject to the Trustee receiving (a) the original transfer documents (if any) prescribed by the Trustee and duly signed by such legal personal representatives or lawful successors of the Selected Participant; and (b) client due diligence documents of such legal personal representatives or lawful successors of the Selected Participant required in accordance with the Trustee's client due diligence policy. If such vested Awarded Interests fails to be transferred or would otherwise become bona vacantia for any reason, such vested Awarded Interests shall be forfeited and cease to be transferable and the Awarded Interests shall remain part of the Trust Fund.

5.4 Other terms and conditions

(A) For the avoidance of doubt,

- (a) a Selected Participant shall not have any interest or rights (including the right to receive dividends) in the Awarded Interests by virtue of the grant of an Award pursuant to the Scheme, unless and until the Awarded Interests are actually transferred to the Selected Participant and/or a vehicle controlled by him/her (such as a trust or a private company) upon vesting of the Awards on the Vesting Date;
- (b) a Selected Participant shall have no rights in the Residual Cash or Shares or such other Trust Fund or property held by the Trust;
- (c) no instructions shall be given by a Selected Participant (including, without limitation, voting rights) to the Trustee in respect of the Awarded Shares that have not been vested, and such other properties of the Trust Fund managed by the Trustee;
- (d) the Trustee shall abstain and, where applicable, shall procure the Holdco to abstain from exercising the voting rights in respect of any Shares held directly or indirectly by it under the Trust (if any) (including but not limited to the Awarded Shares, any bonus Shares and scrip Shares derived therefrom);
- (e) the Board may at its sole and absolute discretion, to determine that all cash income and distribution and the sale proceeds of non-scrip distribution declared by the Company or derived from any Awarded Shares during the period from the date of Award to the Vesting Date held upon the Trust be applied towards the payment of the fees, costs and expenses of the Trust and that the remainder (if any) shall also remain as part of the Trust Fund. Unless otherwise specified by the Board in its sole and absolute discretion in the Grant Instrument, the Selected Participant 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 Awarded Shares prior to the vesting of such Awarded Shares;

- (f) unless otherwise determined by the Board, in the event that the vesting conditions specified in the Grant Instrument are not fully satisfied prior to or on the relevant Vesting Date, the award of the Awarded Shares in respect of the relevant Vesting Date shall lapse, such Awarded Shares shall not vest on the relevant Vesting Date and the Selected Participant shall have no claims against the Company, the Board, the Trust or the Trustee. The Company shall refund to the Selected Participant the Purchase Price paid (if any) in correspondence to such lapsed Awarded Interests paid by the Selected Participant pursuant to Paragraph 5.1(A) in this Scheme Rules and the terms and conditions of the Grant Instrument; and
 - (g) in the case of the death of a Selected Participant, the Benefits shall be forfeited if no transfer of the Benefits to the legal personal representatives or lawful successors of the Selected Participant is made within the period prescribed in Paragraph 5.3(D) in this Scheme Rules, and the legal personal representatives or lawful successors of the Selected Participant shall have no claims against the Company or the Trustee.
- (B) No Award shall be made by the Board pursuant to Paragraph 5.1(A) in this Scheme Rules and no instructions to acquire any Shares shall be given to the Trustee under the Scheme where dealings in the Shares are prohibited under any code or requirement of the Listing Rules and all applicable laws from time to time. Without limiting the generality of the foregoing, no such instruction is to be given and no such grant is to be made:
- (a) after information that are required to be disclosed under Rule 13.09 of the Listing Rules or inside information that are required to be disclosed under Part XIVA of the SFO has come to the knowledge of the Company until (and including) the trading day after such information has been publicly announced in accordance with the Listing Rules, the SFO and/or the application laws;
 - (b) during the period commencing one (1) month immediately before the earlier of (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules) and (ii) 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 announcements. Such period will cover any period of delay in the publication of a results announcement;
 - (c) during the period of 60 days immediately preceding the publication date of the annual results for any financial period of the Company or, if shorter, the period

from the end of the relevant financial period up to the publication date of the results;

- (d) during the period of 30 days immediately preceding the publication date of the interim results for any financial period of the Company or, if shorter, the period from the end of the relevant half-year period of the financial period up to the publication date of the results; or
 - (e) in any circumstance where dealing in Shares by a Selected Participant are prohibited under the Listing Rules, the SFO or any other applicable law or regulation;
 - (f) in any circumstance where any requisite approval from any governmental or regulatory authority has not been granted;
 - (g) in any circumstance where the granting the Award is prohibited by or would result in a breach of the Listing Rules, the SFO or any other applicable law or regulation.
- (C) In any of the following circumstances, the Board may, at its sole and absolute discretion, require the Selected Participant to return the gains from the vested Awarded Interests:
- (a) when the Selected Participant is an Eligible Participant, the Selected Participant has committed any act of fraud or dishonesty or serious misconduct in connection with his employment or engagement by any member of the Group;
 - (b) when the Selected Participant is an Eligible Participant, the Selected Participant has engaged in any act or omission to perform any of his duties that has had or will have a material adverse effect on the reputation or interests of any member of the Group;
 - (c) when the Selected Participant has engaged in any act that has had or will have a material adverse effect on the reputation or interests of any member of the Group within the period of two (2) years after the Selected Participant ceases to be an Eligible Participant.
- (D) In respect of the administration of the Scheme, the Company shall comply with all applicable disclosure regulations including without limitation those imposed by the Listing Rules from time to time.

6. TAKEOVER, RIGHT ISSUE, OPEN OFFER, SCRIP DIVIDEND SCHEME

- (A) Notwithstanding any other provision provided herein, if there occurs an event of Change in Control of the Company (whether by way of offer, merger, scheme of arrangement or otherwise), the Board shall determine at its sole and absolute discretion whether such Awarded Interests shall vest in the Selected Participant and the time at which such Awarded Interests shall vest. If the Board determines that any Awarded Interests shall be vested to any Selected Participant, the Trustee shall distribute the Awarded Interests to such Selected Participant and/or a vehicle controlled by him/her (such as a trust or a private company) for the benefit of the Selected Participant and any family members of such participant in accordance with Paragraph 5.2(D)(iii) in this Scheme Rules.
- (B) If there occurs an event of alteration in the capital structure of the Company (including but not limited to capitalization issue, rights issue, consolidation, subdivision or reduction of the share capital of the Company) whilst any Award remains outstanding, the Board may make equitable adjustments that it considers appropriate, at its sole and absolute discretion, including:
- (a) the maximum number of Shares subject to the Scheme; and/or
 - (b) the number of Shares that may be offered by the Company to the Selected Participant pursuant to the Awards that have already granted but not vested; and/or
 - (c) the Purchase Price,

provided that:

- (d) no such adjustments shall be made in respect of an issue of securities by the Company as consideration in a transaction;
- (e) any such adjustments made must give each Selected Participant the same proportion of the share capital of the Company, rounded to the nearest whole Share, as that to which he was previously entitled;
- (f) no such adjustments shall be made which would result in the Purchase Price for a Share being less than its nominal value, provided that in such circumstances the Purchase Price shall be reduced to the nominal value;
- (g) no adjustment shall be made to the advantage of the Selected Participant without specific prior approval from the shareholders of the Company;

- (h) any adjustment made should have a neutral impact or worse from the perspective of the Selected Participant;
 - (i) any such adjustments, other than those made on a capitalisation issue, shall be confirmed by an independent financial adviser or the Auditors in writing to the Directors as satisfying the requirements of Paragraph 6(B)(e) in this Scheme Rules above, the requirements of the relevant provisions of the Listing Rules and the supplementary guidance on Rule 17.03(13) of the Listing Rules set out in the letter issued by the Stock Exchange on September 5, 2005 (the “**Supplementary Guidance**”) and any further guidance/interpretation of the Listing Rules issued by the Stock Exchange from time to time, and that in the opinion of the Auditors or an independent financial adviser that the adjustments made by the Board under Paragraph 6(B) in this Scheme Rules are fair and reasonable. The independent financial adviser or the Auditors (as the case may be) shall act as experts and not as arbitrators and their certification shall be final and binding on the Company and the Selected Participant. The costs of the independent financial adviser or the Auditors (as the case may be) shall be borne by the Company;
 - (j) any such adjustments to be made pursuant to a subdivision or consolidation of share capital shall be made on the basis that the aggregate Purchase Price payable by a Selected Participant for the vesting of the Awarded Shares granted to him shall remain as nearly as possible the same (but shall not be greater than) as it was before such event; and
 - (k) any adjustments to be made will comply with the Listing Rules, the Supplementary Guidance and any further guidance/interpretation of the Listing Rules issued by the Stock Exchange from time to time.
- (C) If there has been any alteration in the capital structure of the Company as referred to in Paragraph 6(B) in this Scheme Rules, the Company shall notify each such Selected Participant (with a copy of the notification to the Trustee) of the adjustment to be made after such alteration in the capital structure of the Company.
- (D) Unless otherwise determined by the Board, in the event the Company undertakes an open offer of new securities in respect of any Shares which are held directly or indirectly by the Trustee under the Scheme, the Trustee shall not subscribe for, and, where applicable, shall procure the Holdco not to subscribe for, any new Shares. In the event of a rights issue, the Trustee shall sell or cause to be sold such amount of the nil-

paid rights allotted to it or the Holdco on the market as is appropriate and the net proceeds of sale of such rights shall be held as part of the Trust Fund.

- (E) Unless otherwise determined by the Board, in the event the Company issues bonus warrants in respect of any Shares which are held directly or indirectly by the Trustee, the Trustee shall not subscribe for, and, where applicable, shall procure the Holdco not to subscribe for, any new Shares by exercising any of the subscription rights attached to the bonus warrants and shall sell or cause to be sold the bonus warrants created and granted to it on the market, the net proceeds of sale of such bonus warrants shall be held as part of the Trust Fund.
- (F) Unless otherwise determined by the Board, in the event that the Company undertakes an issue of bonus Shares, the bonus Shares allotted with respect to any Shares which are held directly or indirectly by the Trustee shall be held as part of the Trust Fund.
- (G) Unless otherwise determined by the Board, in the event the Company undertakes a scrip dividend scheme, the Trustee shall elect or, where applicable, procure the Holdco to elect to receive scrip Shares and scrip Shares allotted with respect to any Shares which are held directly or indirectly by the Trustee shall be held as part of the Trust Fund.
- (H) Unless otherwise determined by the Board, in the event of other non-cash and non-scrip distribution made by the Company in respect of Shares held upon the Trust, the Trustee shall dispose of or, where applicable, procure the Holdco to dispose of such distribution and the net sale proceeds thereof shall be deemed as cash income of a Share held as part of the Trust Fund.
- (I) If notice is duly given by the Company to its shareholders to convene a shareholders' meeting for the purpose of considering a resolution for the voluntary winding-up of the Company (other than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company) or an order of winding up of the Company is made, the Board shall determine at its sole and absolute discretion whether any Awarded Interests shall vest in the Selected Participant and the time at which such Awarded Interests shall vest. If the Board determines that any Awarded Interests shall vest, it shall promptly notify such Selected Participant (with a copy of the notification to the Trustee) and shall use its reasonable endeavours to procure the Trustee to take such action as may be necessary to transfer the legal and beneficial ownership of the Awarded Interests to such Selected Participant and/or a vehicle controlled by him/her (such as a trust or a private company) for the benefit of the participant and any family members of such participant. For the avoidance of

doubt, if the Board determines that such unvested Award Interests shall not vest, such award shall lapse with immediate effect.

7. SCHEME MANDATE LIMIT AND INDIVIDUAL LIMIT

- (A) Subject to Paragraphs 7(D), 7(E) and 7(F) in this Scheme Rules and any waiver or ruling granted by the Stock Exchange, the total number of Shares (the “**Scheme Mandate Limit**”) which may be issued in respect of all options and awards to be granted under the Scheme and other share schemes of the Company (if any, together with the Scheme, the “**Relevant Scheme(s)**”) shall not in aggregate exceed Five (5) per cent of the issued share capital of the Company as at the Adoption Date or the date of approval of the refreshment of the Scheme Mandate Limit.
- (B) Subject to Paragraph 8(B) in this Scheme Rules, for the purposes of calculating the Scheme Mandate Limit under Paragraphs 7(A) in this Scheme Rules, options and awards that have already lapsed in accordance with the terms of the Relevant Scheme(s) shall not be regarded as utilised.
- (C) If the Company conducts a share consolidation or subdivision after the Scheme Mandate Limit has been approved by the Shareholders in general meeting, the maximum number of Shares that may be issued in respect of all options and awards to be granted under all Relevant Scheme(s) under the Scheme Mandate Limit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share.
- (D) The Scheme Mandate Limit may be refreshed by the Shareholders in general meeting after three years from the later date of (i) the date of Shareholders’ approval for the last refreshment and (ii) the date of adoption of the Scheme, provided that:
- (a) the total number of Shares which may be issued in respect of all options and awards to be granted under all Relevant Scheme(s) under the Scheme Mandate Limit as refreshed shall not exceed 5% of the total number of Shares in issue as at the date of approval of the refreshing of the Scheme Mandate Limit by the Shareholders; and
- (b) a circular regarding the proposed refreshing of the Scheme Mandate Limit has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules, including but not limited to the number of Awards that were already granted under the existing Scheme Mandate Limit and the reason for the refreshment.

- (E) The Scheme Mandate Limit may be refreshed by the Shareholder in general meeting within three years from the later date of (i) the date of Shareholders' approval for the last refreshment and (ii) the date of adoption of the Scheme, provided that:
- (a) any controlling shareholders and their associates (or if there is no controlling shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting;
 - (b) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules;
 - (c) the Company must comply with the requirements set forth in Paragraph 5(E)(a), (b) and (c) in this Scheme Rules.

The requirements under subparagraph (a) and (b) of Paragraph 5(F) in this Scheme Rules do not apply if the refreshment is made immediately after an issue of securities by the Company to Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the total number of issued Shares) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities, rounded to the nearest whole Share.

- (F) The Company may seek separate approval from the Shareholders in general meeting for granting Awards beyond the Scheme Mandate Limit, provided that:
- (a) the Award will only be granted to Eligible Participants specifically identified by the Company before the relevant Shareholders' approval is sought;
 - (b) a circular containing the details of the Grant has been despatched to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules, including but not limited to the name of each Eligible Participant who may be granted such Awards, the number and terms of the Awards to be granted to each Eligible Participant, and the purpose of granting Awards to the Eligible Participants with an explanation as to how the terms of the Awards serve such purpose; and

- (c) the number and terms of the Awards to be granted to such Eligible Participants are fixed before the general meeting of the Company at which the same are approved.
- (G) Subject to Paragraphs 7(G) and 7(H) in this Scheme Rules and any waiver or ruling granted by the Stock Exchange, no Award shall be granted to any Eligible Participant (“**Relevant Eligible Participant**”) if, at the time of the Grant, the number of Shares issued and to be issued in respect of all options and awards granted to the Relevant Eligible Participant (excluding any options and awards lapsed in accordance with the terms of the Relevant Schemes) in the twelve (12) months period up to and including the Grant Date would exceed 1% of the total number of Shares in issue as at the Grant Date, unless:
- (a) such grant of Award has been duly approved, in the manner prescribed by the relevant provisions of Chapter 17 of the Listing Rules, by the Shareholders in general meeting, at which the Relevant Eligible Participant and his close associates (or his associates if the Relevant Eligible Participant is a connected person) has abstained from voting;
 - (b) a circular containing the details of the Grant has been despatched to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules, including but not limited to the identity of the Relevant Eligible Participant, the number and terms of the Awards to be granted (and those previously granted to such Relevant Eligible Participant in the said twelve (12) months period, the purpose of granting the Awards to the Relevant Eligible Participant and an explanation as to how the terms of the Awards serve such purpose; and
 - (c) the number and terms of such Award are fixed before the general meeting of the Company at which the same are approved.
- (H) In the cases referred to in Paragraph 7(G) in this Scheme Rules, where an Award has not been approved by the Shareholders in general meeting, the Purchase Price (if any) paid by the Eligible Participant relating to such Award shall be refunded (without interest) by the Company.

8. CANCELLATION OF AWARDED SHARES

- (A) The Board may at its discretion cancel any Award that has not vested or lapsed, provided that:
 - (a) The Company has paid to the Selected Participant an amount equal to the Purchase Price; or

(b) The Board has made any arrangement as the Board and Selected Participant may mutually agree in order to compensate him/her for the cancellation of the Awards.

(B) No options or awards may be granted to an Eligible Participant in place of his cancelled Awards unless there are available Scheme Mandate Limit (if applicable) from time to time. For the purpose of this Paragraph 8(B) in this Scheme Rules, the Awards cancelled will be regarded as utilised in calculating the Scheme Mandate Limit.

9. **DISPUTES**

Any dispute arising in connection with the Scheme shall be referred to the decision of the Board whose decision shall be final and binding.

10. **ALTERATION OF THE SCHEME**

(A) The Scheme may be amended in any respect by a resolution of the Board provided that, (i) unless with the prior written consent of the Trustee, any such amendment or modification shall not impose any additional or more onerous duties, responsibilities or liabilities on the Trustee; and (ii) any alteration to the terms and conditions of the Scheme that are of a material nature or any alteration to the authority of the Board to alter the terms of the Scheme or any alteration to the specific terms of the Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Selected Participant or proposed Selected Participant must be approved by the Shareholders in general meeting (with the Selected Participant or proposed Selected Participant and their associates abstaining from voting). The Board's determination as to whether any proposed alteration to the terms and conditions of the Scheme is material shall be conclusive.

(B) Any change to the terms of Awards granted to a Selected Participant must be approved by the Board, the remuneration committee of the Company, the independent non-executive Directors of the Company and/or the Shareholders (as the case may be) if the initial grant of such Awards under the Scheme was approved by the Board, the remuneration committee of the Company, the independent non-executive Directors of the Company and/or the Shareholders (as the case may be) except where the alterations take effect automatically under the existing terms of the Scheme.

(C) The provisions in the Scheme may be amended by the Board to reflect any amendments on the relevant Listing Rules made by the Stock Exchange after the date of adoption of the Scheme to comply with the relevant provisions of the Listing Rules which the Scheme has been drafted to reflect the position as at the date of adoption of the Scheme.

- (D) Written notice of all details relating to change in the terms of to the Scheme during the lifetime of the Scheme shall be given to all Selected Participants and the Trustee immediately upon the changes take effect.

11. **TERMINATION**

- (A) The Scheme shall terminate on the earlier of:
- (a) the tenth (10) anniversary date of the Adoption Date; and
 - (b) such date of early termination as determined by the Board by a resolution of the Board,

PROVIDED THAT such termination shall not affect any subsisting rights of any Selected Participant hereunder.

- (B) Upon termination of the Scheme,
- (a) no further grant of Awarded Shares may be made under the Scheme;
 - (b) all the Awarded Shares of the Selected Participants granted under the Scheme shall continue to be held by the Trustee and become vested in the Selected Participants according to the conditions of the Award, subject to the receipt by the Trustee of the required documents prescribed by the Trustee.
 - (c) Unless otherwise determined by the Board, all Shares (except for any Awarded Shares subject to vesting on the Selected Participants) remaining in the Trust Fund shall be sold by the Trustee within twenty-eight (28) Business Days (on which the trading of the Shares has not been suspended) (or such longer period as the Trustee and the Board may otherwise determine);
 - (d) all net proceeds of sale referred to in Paragraph 11(B)(c) in this Scheme Rules and such other funds and properties remaining in the Trust Fund managed by the Trustee (after making appropriate deductions in respect of all disposal costs, liabilities and expenses) shall be remitted to the Company forthwith. For the avoidance of doubt, the Trustee may not transfer any Shares to the Company nor may the Company otherwise hold any Shares whatsoever (other than its interest in the proceeds of sale of such Shares pursuant to Paragraph 11(B)(c) in this Scheme Rules).
- (C) For the avoidance of doubt, the temporary suspension of the granting of any Award shall not be construed as a decision to terminate the operation of the Scheme.

12. WITHHOLDING

- (A) The Company or any Subsidiary shall be entitled to withhold, and any Selected Participant shall be obliged to pay, the amount of any tax and/or social security contributions attributable to or payable in connection with the grant of the Awarded Interests.
- (B) The Board may establish appropriate procedures to provide for any such payment so as to ensure that the Company or any Subsidiary receive advice concerning the occurrence of any event which may create, or affect the timing or amount of, any obligation to pay or withhold any such taxes or social security contributions or which may make available to the Company or such Subsidiary any tax deduction resulting from the occurrence of such event.
- (C) The Company or any Subsidiary may, by notice to the Selected Participant and subject to any rules as the Board may adopt, require that the Selected Participant pay at the time of the Award an amount estimated by the Company or any Subsidiary to cover all or a portion of the tax and/or social security contributions attributable to or payable in connection with the Award.

13. MISCELLANEOUS

- (A) The Scheme shall not form part of any contract of employment or service between the Company or any Subsidiary and any Eligible Participant, and the rights and obligations of any Eligible Participant under the terms of his office or employment shall not be affected by his participation in the Scheme or any right which he may have to participate in it and the Scheme shall afford such Eligible Participant no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.
- (B) The Company shall bear the costs of establishing and administering the Scheme, including, for the avoidance of doubt, costs arising from communication as referred to in Paragraph 13(D) in this Scheme Rules, expenses, stamp duty, transaction levies and normal registration fees incurred in the purchase of Shares by the Trustee and the transfer of Awarded Shares to any Selected Participant and/or a vehicle controlled by him/her (such as a trust or a private company) on the relevant Vesting Date. For the avoidance of doubt, the Company shall not be liable for any tax or expenses of such other nature payable on the part of any Eligible Participant in respect of any sale, purchase, vesting or transfer of Shares.
- (C) In the event that any tax, duty, levy or social security contribution in any jurisdiction is payable by any Selected Participant in connection with the grant of any Awarded Interests or the vesting (or otherwise the transfer) of any Awarded Interests, such Selected Participant shall be responsible for the prompt payment of such tax, duty, levy or social security contribution (as the case may be) and shall indemnify the Company

and the Trustee against any loss, damage, liability, costs and expenses arising from or in connection with any default or delay in the payment thereof.

- (D) Any notice or other communication in connection with the Scheme from any person may be given by sending the same by (a) prepaid post or by personal delivery to, in the case of the Company or Trustee, its head office and principal place of business in Hong Kong or such other address as notified to the sender from time to time, and in the case of an Eligible Participant, his address as notified to the sender from time to time, (b) email to the designated email address of the recipient, (c) fax to the designated fax number of the recipient, or (d) instructions, messaging and data transmission through the ESOP System (if available) to the account of the recipient (provided that communication services through ESOP System are made available for the purpose of the Scheme). For the avoidance of doubt, the Company may send copies of Grant Instruments or Vesting Instruments or provide instructions in relation to grant/vesting information to the Trustee via such ESOP System (if available). Any notice or other communication served shall be deemed to have been served (a) if by post, 24 hours after the same was put in the post, (b) if by email, when the relevant receipt of such email being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such email, (c) if by fax, when the relevant delivery receipt is received by the sender, or (d) if via ESOP System (if available), when data transmission is completed.
- (E) The Company, the Board, the Trust and the Trustee shall not be responsible for any failure by any Eligible Participant to obtain any consent or approval required for such Eligible Participant to participate in the Scheme as a Selected Participant or for any tax, duty, expenses, fees or any other liability to which he may become subject as a result of his participation in the Scheme.
- (F) Each and every provision hereof shall be treated as a separate provision and shall be severally enforceable as such. To the extent that any provision or provisions are unenforceable they shall be deemed to be deleted from these rules of the Scheme, and any such deletion shall not affect the enforceability of the rules of the Scheme as remain not so deleted.

14. GOVERNING LAW

- (A) The Scheme shall operate subject to the Articles of Association of the Company and any applicable law and regulations to which the Company is subject.
- (B) The Scheme is governed by and shall be construed in accordance with the laws of Hong Kong.
- (C) Hong Kong courts shall be the exclusive venue for resolving dispute relating to or arising from the Scheme.