

**Fosun Tourism Group**  
**复星旅游文化集团**

*(a company incorporated under the laws of the Cayman Islands with limited liability)*

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**SHARE OPTION SCHEME**

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Approved and adopted by the Company pursuant to  
the resolution of the Shareholders of the Company on [14 May] 2024

**FOSUN TOURISM GROUP**  
**复星旅游文化集团**

*(a company incorporated under the laws of the Cayman Islands with limited liability)*

## SHARE OPTION SCHEME

### 1. DEFINITIONS

1.1 In this Scheme, the following expressions have the following meanings unless context requires otherwise:-

<b>"AGM Date"</b>	[14 May 2024], the date of the annual general meeting of the Company, or any adjournment thereof, to consider and, if appropriate, to approve the resolutions contained in the supplemental notice of the annual general meeting of the Company dated 22 April 2024;
<b>"associate(s)"</b>	has the meaning ascribed to it under the Listing Rules;
<b>"Auditors"</b>	the auditors for the time being of the Company;
<b>"Board"</b>	the board of directors of the Company or a committee thereof duly appointed for the purpose of administering this Scheme;
<b>"business day"</b>	any day on which the Stock Exchange is open for the business of trading in securities;
<b>"close associate(s)"</b>	has the meaning ascribed to it under the Listing Rules;
<b>"Companies Law"</b>	the Companies Act (as revised) of the Cayman Islands as amended from time to time;
<b>"Company"</b>	Fosun Tourism Group (复星旅游文化集团), a company incorporated in the Cayman Islands with limited liability;
<b>"connected person(s)"</b>	has the meaning ascribed to it under the Listing Rules;
<b>"core connected person(s)"</b>	has the meaning ascribed to it under the Listing Rules;
<b>"Date of Grant"</b>	in respect of an Option, subject as mentioned in section 8.5, the date on which the Board resolves to make an Offer of that Option to the Eligible Participant, which date must be a business day;
<b>"Eligible Participant(s)"</b>	including Employee Participants and any director or

<b>"Employee Participant(s)"</b>	employee of a Related Entity; any employee (full-time and part-time) and director of any member of the Group;
<b>"Grantee"</b>	any Participant who accepts an Offer in accordance with the terms of this Scheme, or (where the context so permits) any person who is entitled in accordance with applicable laws of succession to any such Option in consequence of the death of the original Grantee, or the legal personal representative of such person;
<b>"Group"</b>	the Company and its subsidiaries (from time to time);
<b>"HK\$"</b>	Hong Kong dollar, the lawful currency of Hong Kong;
<b>"Hong Kong"</b>	the Hong Kong Special Administrative Region of the People's Republic of China;
<b>"Listing Rules"</b>	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time);
<b>"Offer"</b>	the offer of the grant of an Option made in accordance with section 4.1;
<b>"Option(s)"</b>	a right(s) granted to subscribe for Shares pursuant to this Scheme;
<b>"Option Period"</b>	a period within which an Option may be exercised, which is to be determined and notified by the Board to each Grantee at the time of making an Offer, and shall not expire later than ten years from the Date of Grant;
<b>"PRC"</b>	the People's Republic of China;
<b>"Related Entity(ies)"</b>	a holding company (as defined in the Listing Rules), a fellow subsidiary (" <b>subsidiary</b> " as defined in the Listing Rules) or an associated company of the Company;
<b>"Scheme"</b>	this share option scheme in its present form or as amended from time to time in accordance with the provisions hereof;
<b>"Scheme Limit"</b>	<b>Mandate</b> the maximum number of Shares which may be issued in respect of all options and awards to be granted under the all share schemes of the Company;

<b>"Scheme Period"</b>	the period of ten years commencing on the date on which the last of the conditions set out in section 2.1 is fulfilled;
<b>"Share(s)"</b>	ordinary share(s) of EUR0.0001 each in the capital of the Company or, if there has been a subsequent sub-division, reduction, consolidation, reclassification or reconstruction of the share capital of the Company, the shares in the ordinary share capital of the Company resulting from such sub-division, reduction, consolidation, reclassification or reconstruction;
<b>"Share Registrar"</b>	the Hong Kong branch share registrar of the Company from time to time;
<b>"Shareholder(s)"</b>	holder(s) of the Share(s) from time to time;
<b>"Stock Exchange"</b>	The Stock Exchange of Hong Kong Limited;
<b>"Subscription Price"</b>	the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option as described in section 5;
<b>"subsidiary or subsidiaries"</b>	has the meaning ascribed to it under the Listing Rules;
<b>"Substantial Shareholder"</b>	has the meaning ascribed to it under Rule 1.01 of the Listing Rules; and
<b>"Takeovers Code"</b>	the Codes on Takeovers and Mergers, as approved by the Securities and Futures Commission of Hong Kong (as amended from time to time)

1.2 In this Scheme, save where the context otherwise requires:

- (a) the headings are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of this Scheme;
- (b) references to sections are references to sections of this Scheme;
- (c) 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;
- (d) expressions in the singular shall include the plural and vice versa;

- (e) expressions in any gender or the neuter shall include other genders and the neuter;
- (f) references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organisations, associations, enterprises, branches and entities of any other kind whether or not having separate legal identity; and
- (g) references to any statutory body shall include the successor thereof and any body established to replace or assume the functions of the same.

## 2. **APPROVAL CONDITION**

- 2.1 This Scheme is conditional upon (i) the Listing Committee (as defined in the Listing Rules) granting or agreeing to grant approval of (subject to such condition as the Stock Exchange may impose) the listing of, and permission to deal in, the Shares to be allotted and issued pursuant to the Scheme Mandate Limit; and (ii) the passing of ordinary resolution(s) by the Shareholders at a general meeting of the Company to (1) approve and adopt this Scheme; (2) authorize the Board to grant Options under this Scheme; and (3) authorize the Board to allot and issue Shares in respect of any Options to be granted pursuant to this Scheme;
- 2.2 Reference in section 2.1 to the Listing Committee 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.
- 2.3 Notwithstanding the above, if the Grantee is a PRC resident, he or she shall not be entitled to exercise any Option until: (i) to the extent applicable, any restriction or condition imposed by the relevant PRC laws, regulations and notices in relation to the subscription of or dealing in shares of overseas listed companies by PRC residents or any law, regulation or notice with similar effects have been abolished or removed or ceased to be applicable to the Grantee or the Grantee has obtained approval, exemption or waiver from the relevant PRC regulatory authorities for the subscription of and dealing in the Shares; and (ii) he or she has given a representation to the Company to the effect that he or she has satisfied all the relevant laws, regulations and notices in exercising the Options.

## 3. **PURPOSE, DURATION AND ADMINISTRATION**

- 3.1 The purpose of this Scheme is to provide Eligible Participants with the opportunity to acquire proprietary interests in the Company and to encourage Eligible Participants to work towards enhancing the value of the Company and its Shares for the benefit of the Company and its Shareholders as a whole. This Scheme will provide the Company with a flexible means of retaining, incentivising, rewarding, remunerating, compensating and/or providing benefits to Eligible Participants.

- 3.2 Subject to the fulfilment of the conditions in section 2 and section 12, this Scheme shall be valid and effective for the Scheme Period. After the expiry of the Scheme Period, no further Options shall be offered or granted, but in all other respects the provisions of this Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of this Scheme.
- 3.3 This Scheme shall be administered by the Board. The Board may appoint a committee or any other authorized agent, which would administer in whole or partly the Scheme on the Board's behalf. Subject to compliance with the requirements of the Listing Rules, the provisions of this Scheme and any applicable laws or regulations, the Board shall have the authority to (i) interpret and construe the provisions of this Scheme; (ii) determine which Eligible Participant(s) will be granted Options under this Scheme, the number of Shares and the Subscription Price, subject to section 5, in relation to such Options; (iii) subject to sections 9 and 11, make such appropriate and equitable adjustments to the terms of the Options granted under this Scheme as it deems necessary, and (iv) make such other decisions or determinations as it shall deem appropriate in the administration of this Scheme. The Board shall make all determinations under this Scheme in the Board's sole discretion and all such determinations shall be final and binding on all parties having or claiming any interest in this Scheme or in any Options thereunder.
- 3.4 No member of the Board 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 for any mistake of judgment made in good faith for the purposes of this Scheme, 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 this Scheme may be allocated or delegated, against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with this Scheme unless arising out of such person's own wilful default, fraud or bad faith.
- 3.5 The Board may, at its absolute discretion, invite any persons belonging to any of the following classes of participants (i.e. Eligible Participants), to be offered Options:
- (i) any Employee Participants;
  - (ii) any employees and/or directors of a Related Entity.
- 3.6 In determining the basis of eligibility of each Eligible Participant, the Board would mainly take into account of the level of the Eligible Participant's position, the performance of the Eligible Participant, and the amount of support, assistance, guidance, advice, efforts and contributions the Eligible Participant has exerted and given towards the success of the Group.
- 3.7 For Employee Participants, assessing factors include: the individual performance, time commitment, responsibilities or employment conditions according to the prevailing

market practice and industry standard, the length of engagement with the Group and the individual contribution to the development and growth of the Group.

- 3.8 In assessing the eligibility of employees and/or directors of Related Entities, the Board will consider, among others, their participation and contribution to the development of the Group and/or the extent of benefits and synergies brought to the Group. More specifically, the Board (including the independent non-executive Directors) is of the view that: (i) The Company and the Eligible Participants of Related Entities have always had a close working relationship. Despite that the Eligible Participants of Related Entities may not be directly appointed and employed by the members of the Group, such the Eligible Participants of Related Entities are nonetheless valuable human resources to the Group given their close corporate and collaborative relationships, they may be involved in projects or other business engagements relating to or having connections with the Group's businesses. As such, certain the Eligible Participants of Related Entities have joint involvement in work projects from time to time. Given the mix of workload, the Company feels that it is important to recognize the contribution or future contribution of such the Eligible Participants of Related Entities by giving them incentive through their participation in this Scheme. It is therefore in the interest of the Company and the Shareholders, and is in line with the objectives of this Scheme to include the Eligible Participants of Related Entities, who the Company can incentivize with the grant of Share Units in order to strengthen their loyalty with the Group even though they may not be directly employed by the Group, and to in turn facilitate a higher degree of collaboration and closer business relationships and ties between the Related Entities and the Group, and hence the Board is of the view that it would be in the Company's interest to also grant share units to those the Eligible Participants of Related Entities in recognition of their contribution to the Company.

#### 4. **GRANT OF OPTION**

- 4.1 On and subject to the terms of this Scheme, the Board shall be entitled (but shall not be bound) at any time within the Scheme Period to make an Offer to any Eligible Participant, as the Board may in its absolute discretion select from time to time on the basis of their contribution to the development and growth of the Group, based on the Board's assessment of their individual performance, time commitment, responsibilities and employment conditions according to the prevailing market practice and industry standard, or where appropriate, contribution to the profits of the Group during the financial year, to take up an Option pursuant to which such Eligible Participant may, during the Option Period, subscribe for such number of Shares as the Board may determine at the Subscription Price. The Offer shall specify the terms on which the Option is to be granted. Such terms may include any minimum period(s) for which an Option must be held and/or any minimum performance target(s) that must be achieved, before the Option can be exercised in whole or in part, and may include at the discretion of the Board such other terms either on a case by case basis or generally.

- 4.2 Subject to section 4.3, the total number of Shares issued and to be issued upon exercise of the options and awards granted to each Eligible Participant (excluding any lapsed options and awards) in any 12- month period shall not exceed 1% of the total number of Shares in issue.
- 4.3 Notwithstanding section 4.2, where any further grant of options or awards to an Eligible Participant would result in the Shares issued and to be issued upon exercise of all options and awards granted and to be granted to such Eligible Participant under this Scheme and any grants made under any other schemes of the Company (excluding any lapsed options or awards) in the 12- month period up to and including the date of such further grant representing in aggregate over 1% of the total number of Shares in issue, such further grant must be separately approved by the Shareholders in general meeting with such Eligible Participant and his close associates (or his associates if the Eligible Participant is a connected person within the meaning of the Listing Rules) abstaining from voting. The number and terms (including the Subscription Price) of the Options to be granted to such Eligible Participant shall be fixed before the Shareholders' approval and the date of the Board meeting for proposing such further grant should be taken as the date of grant for the purpose of calculating the Subscription Price. In such a case, the Company shall send a circular to its Shareholders containing, amongst other terms, the identity of such Eligible Participant, the number and the terms of the Options to be granted (and options previously granted to such Participant) and such other information as required under the Listing Rules.
- 4.4 In addition to section 8 and section 4.2, 4.3 and 4.5, where the Board proposes to grant any Option to an Eligible Participant who is a Substantial Shareholder or an independent non-executive director of the Company, or any of their respective associates, which would result in the Shares issued and to be issued upon exercise of all options and awards already granted and to be granted under this Scheme and any grants made under any other share schemes of the Company (including options exercised, cancelled and outstanding) to him in the 12-month period up to and including the date of such grant representing in aggregate more than 0.1% of the total number of Shares in issue, such further proposed grant is subject to the approval of Shareholders in general meeting with such Eligible Participant and his associates and all core connected persons of the Company (which has the meaning ascribed to it under the Listing Rules) abstaining from voting in favour of the resolution at such general meeting and/or such other requirements prescribed under the Listing Rules from time to time. Any vote taken at the meeting to approve the grant of such Options must be taken on a poll. In such event, the Company shall comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules.
- 4.5 No Offer shall be made and no Option shall be granted to any Eligible Participant in circumstances prohibited by the Listing Rules or at a time when the Eligible Participant would or might be prohibited from dealing in the Shares by the Listing Rules or by any applicable rules, regulations or law. No offer shall be made and no Option shall be granted to any Eligible Participants after inside information has come to the Company's knowledge until it has announced the information. In particular, during the period commencing one month immediately preceding the earlier of:



- (1) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the requirements of the Listing Rules) for the approval of the Company's quarterly, interim or annual results or its results for any other interim period (whether or not required under the Listing Rules); and
- (2) the deadline for the Company to publish an announcement of its quarterly, interim or annual results or its results for any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement, no Option may be granted. Such period will also cover any period of delay in the publication of any results announcement.

- 4.6 An Offer shall be made to an Eligible Participant by a letter in duplicate, in such form as the Board may from time to time determine, requiring the Eligible Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of this Scheme. Each Offer shall remain open for acceptance by the Eligible Participant to whom the Offer is made for a period of 5 business days from the date on which the letter containing the Offer is delivered to that Eligible Participant, provided that no such Offer shall be open for acceptance after the expiry of the Scheme Period or after this Scheme has been terminated in accordance with the provisions hereof, whichever is the earlier.
- 4.7 An Offer shall be deemed to have been accepted and the Option to which the Offer relates shall be deemed to have been granted and to have taken effect when the duplicate of the offer letter comprising acceptance of the Offer duly signed by the Grantee with the number of Shares in respect of which the Offer is accepted clearly stated therein, is received by the Company within the period as stipulated in section 4.6. Such remittance shall not be refundable in any circumstances. There is no additional amount payable on application or acceptance of the Options.
- 4.8 Any Offer may be accepted in respect of less than the number of Shares for which it is offered provided that it is accepted in respect of a board lot for dealing in Shares or a multiple thereof. To the extent that the Offer is not accepted within 5 business days from the date on which the letter containing the Offer is delivered to that Eligible Participant in the manner indicated in section 4.6, it shall be deemed to have been irrevocably declined.

## 5. **SUBSCRIPTION PRICE**

The Subscription Price shall be such price determined by the Board in its absolute discretion and notified to the Eligible Participant in the Offer and shall be no less than the higher of:

- (a) the closing price of a Share as stated in the daily quotations sheet issued by the Stock Exchange on the Date of Grant;

- (b) the average closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five business days immediately preceding the Date of Grant; and
- (c) the nominal value of a Share.

## 6. **EXERCISE OF OPTIONS**

- 6.1 An Option shall be personal to the Grantee and shall not be transferable or assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest in favour of or enter into any agreement with any other person over or in relation to any Option, except for the transmission of an Option on the death of the Grantee to his personal representative(s) on the terms of this Scheme. Any breach of the foregoing shall entitle the Company to cancel any outstanding Option or part thereof granted to such Grantee without incurring any liability on the part of the Company.
- 6.2 An Option may, subject to section 6.3 and the terms and conditions upon which such Option is granted, be exercised in whole or in part by the Grantee giving notice in writing to the Company in such form as the Board may from time to time determine stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the aggregate amount of the Subscription Price multiplied by the number of Shares in respect of which the notice is given. Within 10 business days after receipt of the notice and the remittance and, where appropriate, receipt of the certificate issued by the Auditors or the independent financial advisor (retained for such purpose pursuant to section 9), the Company shall allot, and shall instruct the Share Registrar to issue, the relevant Shares to the Grantee (or his personal representative(s)) credited as fully paid and issue to the Grantee (or his estate in the event of an exercise by his personal representative(s) as aforesaid) a share certificate in respect of the Shares so allotted and issued.
- 6.3 Subject to the terms and conditions upon which such Option was granted, an Option may be exercised by the Grantee at any time during the Option Period, provided that:
  - (a) in the event the Grantee dies or ceases to be an Eligible Participant by reasons of ill-health or retirement in accordance with his contract of employment before exercising the Option in full and none of the events for termination of employment under section 7.1(d) then exists with respect to such Grantee, the personal representative(s) of the Grantee shall be entitled to exercise the Option up to the entitlement of such Grantee as at the date of death within a period of 12 months from the date of death of the Grantee;
  - (b) in the event a Grantee (being an employee or a director of any member of our Group) ceases to be an Eligible Participant for any reason other than (i) his or her death or (ii) on one or more of the grounds of termination of employment or engagement specified in section 7.1(d) below, the Grantee shall have the right to

exercise those Options then already vested in accordance with the terms of this Scheme at any time prior to or on the date of cessation unless the Board otherwise determines, in which event the Option shall be exercisable to the extent and within such period as the Board may determine. The date of cessation of employment of a Grantee (being an employee and who may or may not be a director of any member of the Group) shall be taken to be the last actual working day on which the Grantee was physically at work with the relevant member of the Group, whether salary is paid in lieu of notice or not;

- (c) if a general or partial offer by way of takeover or otherwise (other than by way of scheme of arrangement pursuant to section 6.3(d)) is made to all the Shareholders (other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, the Company shall forthwith give notice thereof to the Grantee and the Grantee shall be entitled to exercise the Option to its full extent or, if the Company shall give the relevant notification, to the extent notified by the Company, at any time within such period as shall be notified by the Company;
- (d) if 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, the Company shall forthwith give notice thereof to the Grantee and the Grantee may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or, if the Company shall give the relevant notification, to the extent notified by the Company;
- (e) in the event a notice is given by the Company to its Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall forthwith give notice thereof to the Grantee and the Grantee (or in the case of the death of the Grantee, his personal representatives(s)) may at any time not less than two Business Days before the date on which such resolution is to be considered and/or passed, subject to the provisions of all applicable laws, exercise the Option to its full extent or, to the extent specified in such notice in accordance with the provisions herein and the Company shall allot and issue to the grantee the Shares in respect of which such grantee has exercised his option not less than one Business Day before the date on which such resolution is to be considered and/or passed whereupon the grantee shall accordingly be entitled, in respect of the Shares allotted and issued to him in the aforesaid manner, to participate in the distribution of the assets of the Company available in liquidation *pari passu* with the holders of the Shares in issue on the day prior to the date of such resolution. Subject thereto, all options then outstanding shall lapse and determine on the commencement of the winding-up of the Company; and
- (f) in the event of a compromise or arrangement, other than a scheme of arrangement contemplated in section 6.3(d), between the Company and its

members and/or creditors being proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other companies pursuant to the laws of the jurisdiction in which the Company was incorporated, the Company shall give notice thereof to all Grantees on the same day as it first gives notice of the meeting to its members and/or creditors summoning the meeting to consider such a scheme or arrangement and the Grantee may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or, if the Company shall give the relevant notification, to the extent notified by the Company, and the Company shall as soon as possible and in any event no later than three days prior to the date of the proposed meeting, allot, issue and register in the register of members of the Company the name of the Grantee as holder of such number of fully paid Shares which fall to be issued on exercise of such Option.

- 6.4 Upon the occurrence of any of the events referred to in sections 6.3(c), (d), (e) and (f), the Company may in its discretion and notwithstanding the terms of the relevant Option also give notice to a Grantee that his or her Option may be exercised at any time within such period as shall be notified by the Company and/or to the extent (not being more than the extent to which it could then be exercised in accordance with its terms) notified by the Company. If the Company gives such notice that any Option shall be exercised in part only, the balance of the Option shall lapse.
- 6.5 The Shares to be allotted and issued upon the exercise of an Option shall be identical to the then existing issued shares of the Company and subject to all the provisions of the memorandum and articles of association of the Company for the time being in force and will rank *pari passu* with the other fully paid Shares in issue on the Exercise Date, and accordingly will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Exercise Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date thereof shall be before the Exercise Date, save that the Grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of the Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration. Unless the context otherwise requires, references to “Shares” in this section include references to shares in the ordinary equity share capital of the Company of such nominal amount as shall result from a subdivision, consolidation, reclassification or re-construction of the share capital of the Company from time to time.
- 6.6 Any Options granted but not exercised may be cancelled subject to the prior written consent of the Grantee. Issuance of new Options to the same Grantee may only be made if there are unissued Options available under the Scheme (excluding the cancelled Options) and in compliance with the terms of this Scheme.
- 6.7 Save for the circumstances prescribed in section 6.8, an Option must be held by the Grantee for at least 12 months before the Option can be exercised.
- 6.8 A shorter vesting period may be granted to an Employee Participant at the discretion of the Board, a committee or any other authorised agent(s) as deemed appropriate at the sole discretion of the Board if:

- (i) Grants of “make-whole” Options to new joiners to replace the share awards they forfeited when leaving the previous employer;
  - (ii) Grants to an Employee Participant whose employment is terminated due to death or disability or occurrence of any out of control event;
  - (iii) Grants that are made in batches during a year for administrative and compliance reasons;
  - (iv) Grants with a mixed or accelerated vesting schedule such as where the Option may vest evenly over a period of 12 months; or
  - (v) Grants with performance-based vesting conditions in lieu of time-based vesting criteria.
- 6.10 To provide the Company with greater flexibility to (i) adapt to exceptional and justified circumstances; and (ii) attract talents or reward exceptional performers with accelerated vesting, the Board may grant options with a mixed or accelerated vesting schedule in the event of major capital reorganization, significant changes to the Group’s principal business, special arrangements for employees as set out in section 6.3 or other exceptional and justified circumstances at the discretion of the Board
- 6.11 Unless otherwise imposed by the Directors and stated in the relevant offer letter, there is no performance targets required to be achieved by any Grantee before an Option is capable of being exercised by the Grantee under this Scheme. The performance targets may include financial targets and management targets which are determined in accordance with (i) the performance of individual, (ii) the performance of the Group, and (iii) the performance of the business group, business units, business lines, functional departments and projects managed by the grantees. According to the requirements of the Company’s performance management, the Options can be vested only if the performance of the grantees achieved “meeting the expectation” and above in the assessment of the previous year of the vesting period.

## 7. **LAPSE AND CANCELLATION OF OPTION**

- 7.1 An Option shall lapse automatically (to the extent not already exercised) on the earliest of:
- (a) the expiry of the Option Period;
  - (b) the date or the expiry of any of the periods for exercising the Option as referred to in sections 6.3(a) to 6.3(f);
  - (c) the date on which the Grantee commits a breach of section 6.1;
  - (d) the date on which the Grantee (being an employee or a director of any member of the Group) ceases to be an Eligible Participant by reason of the termination of his or her employment or engagement on the grounds that he or she has been guilty of serious misconduct, or a material misstatement in the Group’s financial statements, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his or her debts or has become bankrupt or has made any arrangement or composition with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty

or on any other ground on which an employer would be entitled to terminate his or her employment summarily;

- (e) the date on which the Grantee joins a company which the board believes in its sole and reasonable opinion to be a competitor of the Company;
- (f) the date on which the Grantee (being a corporation) appears either to be unable to pay or to have no reasonable prospect of being able to pay its debts or has become insolvent or has made any arrangement or composition with its creditors generally; and
- (g) unless the Board otherwise determines, and other than in the circumstances referred to in sections 6.3(a) or (b), the date the Grantee ceases to be an Eligible Participant (as determined by a resolution of the Board or the human resource department as authorized by the Board) for any other reason.

7.2 For the avoidance of doubt, transfer of employment or engagement from one member of the Group to another member of the Group shall not be considered as a cessation of employment or engagement. Options held by such Grantee, to the extent not already exercised, shall remain exercisable in accordance with the terms and conditions of this Scheme.

7.3 Sections 6.3(a) to 6.3(d) shall also apply to the grantee that is a company wholly owned by one or more Eligible Participants and to the options to such grantee, mutatis mutandis, as if such options had been granted to the relevant Eligible Participant, and such options shall accordingly lapse or fall to be exercisable after the event(s) referred to in sections 6.3(a) to 6.3(d) shall occur with respect to the relevant Eligible Participant, and the options granted to the grantee shall lapse and determine on the date the grantee ceases to be wholly owned by the relevant Eligible Participant provided that the Directors may in their absolute discretions decide that such options or any part thereof shall not so lapse or determine subject to such conditions or limitations as they may impose.

7.4 the option granted to the grantee shall lapse as a result of any event if the Directors shall at their absolute discretion determine that (1) the grantee of any option or his associate has committed any breach of any contract entered into between the grantee or his associate on the one part and the Group; or (2) the grantee could no longer make any contribution to the growth and development of the Group by reason of the cessation of its relations with the Group or by other reason whatsoever. His option will lapse automatically and will not be exercisable on or after the date on which the Directors have so determined.

7.5 The Board may at any time at its absolute discretion cancel any Option granted but not exercised. The Company shall not owe any liability to any Grantee for the lapse of any Option under section 7. Where the Company cancels Options and new Options are to be issued to the same Grantee, the issue of such new Options may only be made under this Scheme with available unissued Options (to the extent not yet granted and excluding the

cancelled Options) within the limit approved by the Shareholders as mentioned in section 8.

## 8. **MAXIMUM NUMBER OF SHARES SUBJECT TO OPTIONS**

- 8.1 The maximum number of the Shares in respect of which the Options may be granted under this Scheme must not exceed 5% (the “**Option Scheme Mandate Limit**”) of the outstanding Shares in issue on the AGM Date, and, when aggregated with the maximum number of Shares which may be issued in respect of any options to be granted under any other share option scheme of the Company shall not exceed 10% of the outstanding Shares in issue on the AGM Date (the “**Scheme Mandate Limit**”).
- 8.2 Subject to sections 8.3 and 8.4, the Shares which may be issued upon exercise of all Options granted and yet to be exercised under this Scheme and any other share option scheme(s) adopted by the Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) must not in aggregate exceed 30% of the outstanding Shares in issue from time to time. Options which have lapsed in accordance with the terms of this Scheme (or any other share option scheme(s) of the Company) shall not be counted for the purpose of calculating the Option Scheme Mandate Limit and the Scheme Mandate Limit. No Options may be granted under any schemes of the Company (or its subsidiaries) if this will result in the Scheme Mandate Limit being exceeded. For the avoidance of doubt, where the Company cancels Options granted to an Eligible Participant, and makes a new grant to the same Eligible Participant, such new grant may only be made under a scheme with available scheme mandate limit approved by Shareholders as referred to in Rule 17.03B or Rule 17.03C of the Listing Rules, such Options cancelled will be regarded as utilized for the purpose of calculating the Option Scheme Mandate Limit and the Scheme Mandate Limit.
- 8.3 The Company may refresh the Scheme Mandate Limit subject to the requirements of Listing Rule 17.03C and other relevant regulations.
- 8.4 The Company may seek separate Shareholders’ approval at general meeting for granting Options beyond the Option Scheme Mandate Limit provided the Options in excess of the Option Scheme Mandate Limit are granted only to Eligible Participants specifically identified by the Company before such approval is sought. In such event, the Company will send a circular to Shareholders containing the name of each specified Participant who may be granted such Options (“**Option Selected Person**”), the number and terms of Options to be granted to each Option Selected Person and the purpose of granting Options to the Option Selected Person(s) with an explanation as to how the terms of the Options serve such purpose. The number and terms of Options to be granted to the Option Selected Person(s) must be fixed before Shareholders’ approval. In respect of any Options to be granted, the date of the Board meeting for proposing such grant should be taken as the date of grant for the purpose of calculating the exercise price under this Scheme.

- 8.5 For the avoidance of doubt, if the Option Scheme Mandate Limit and the Scheme Mandate Limit are refreshed pursuant to this Scheme, any options granted under this Scheme or options granted under any other share option scheme of the Company (including without limitation those outstanding, cancelled or lapsed in accordance with the relevant plan and those exercised) prior thereto shall not be counted for the purpose of calculating whether the new Scheme Mandate Limit has been exceeded.
- 8.6 The maximum number of Shares referred to in section 8 shall be adjusted, in such manner as the Auditors or the independent financial advisor of the Company retained for such purpose shall certify to be appropriate, fair and reasonable in the event of any alteration in the capital structure of the Company in accordance with section 9 by way of capitalisation of profits or reserves, rights issue, subdivision or consolidation of Shares, or reduction of the share capital of the Company.

9. **REORGANISATION OF CAPITAL STRUCTURE AND SPECIAL DIVIDENDS**

- 9.1 In the event of an alteration in the capital structure of the Company whilst any Option remains exercisable by way of capitalisation of profits or reserves, rights issue, subdivision or consolidation of shares, or reduction of the share capital of the Company in accordance with the Companies Law and requirements of the Stock Exchange (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party), such corresponding alterations (if any) shall be made to:-

- (i) the number or nominal amount of Shares comprised in each Option so far as unexercised; and/or
- (ii) the Subscription Price; and/or
- (iii) the method of exercise of the Option,

or any combination thereof, as the Auditors or an independent financial advisor engaged by the Company for such purpose shall, at the request of the Company, certify in writing, either generally or as regards any particular Grantee, to be in their opinion fair and reasonable, provided always that any such adjustments should give each Grantee the same proportion of the equity capital of the Company as that to which that Grantee was previously entitled prior to such adjustments, and no adjustments shall be made which will enable a Share to be issued at less than its nominal value. The capacity of the Auditors or independent financial advisor (as the case may be) in this section is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees. The costs of the Auditors or financial advisor (as the case may be) shall be borne by the Company.

- 9.2 If there has been any alteration in the capital structure of the Company as referred to in section 9.1, the Company shall, upon receipt of a notice from a Grantee in accordance



with section 6.2, inform the Grantee of such alteration and shall either inform the Grantee of the adjustment to be made in accordance with the certificate of the Auditors or the independent financial advisor obtained by the Company for such purpose or, if no such certificate has yet been obtained, inform the Grantee of such fact and instruct the Auditors or the independent financial advisor as soon as practicable thereafter to issue a certificate in that regard in accordance with section 9.1.

10. **SHARE CAPITAL**

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

11. **ALTERATION OF THIS SCHEME**

11.1 Subject to section 11.2, the Board may amend any of the provisions of this Scheme (including without limitation amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions, imposed by the provisions of this Scheme, which are not found in Chapter 17 of the Listing Rules) at any time (but not so as to affect adversely any rights which have accrued to any Grantee at that date).

11.2 Those specific provisions of this Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules cannot be altered, and no changes to the authority of the administrator of this Scheme in relation to any alteration of the terms of this Scheme shall be made, without the prior approvals of the Shareholders in general meeting. Any alterations to the terms and conditions of this Scheme which are of a material nature, or any change to the terms of Options granted, must also, to be effective, be approved by the Shareholders in general meeting and the Stock Exchange, except where the alterations take effect automatically under the existing terms of this Scheme. This Scheme so altered must comply with Chapter 17 of the Listing Rules. Any change to the authority of the director of the Company or scheme administrators in relation to any alteration to the terms of this Scheme must be approved by the Shareholders in general meeting.

11.3 Notwithstanding any provisions to the contrary in this Scheme, if on the relevant date of exercise there are restrictions or conditions imposed by the relevant laws and regulations to which the Grantee is subject and the Grantee has not obtained approval, exemption or waiver from the relevant regulatory authorities for the subscription of and dealing in the Shares, the Grantee may sell the Options to such transferee, subject to the approval by the Board, which shall not unreasonably withhold or delay such approval. In the event that the Options are transferred to a connected person of the Company, no Shares shall be allotted and issued upon the exercise of the Options by a connected person of the Company unless the Board is satisfied that the allotment and issue of Shares will not

trigger any breach of the Listing Rules, the Articles of Association or the Companies Law or the Takeovers Code.

## 12. **TERMINATION**

- 12.1 The Company by ordinary resolution in general meeting or the Board may at any time resolve to terminate the operation of this Scheme prior to the expiry of the Scheme Period and in such event no further Options will be offered or granted but the provisions of this Scheme shall remain in full force to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of this Scheme. Options complying with the provisions of Chapter 17 of the Listing Rules which are granted during the life of this Scheme and remain unexercised and unexpired immediately prior to the termination of the operation of this Scheme shall continue to be valid and exercisable in accordance with their terms of issue after the termination of this Scheme.
- 12.2 Details of the Options granted, including Options exercised or outstanding, under this Scheme shall be disclosed in the circular to the Shareholders seeking approval of the new scheme established after the termination of this Scheme.

## 13. **MISCELLANEOUS**

- 13.1 This Scheme shall not form part of any contract of employment between the Company or any Subsidiary and any Grantee, and the rights and obligations of any such Grantee under the terms of his or her office or employment shall not be affected by his or her participation in this Scheme and this Scheme shall afford such Grantee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.
- 13.2 This Scheme shall not confer on any person any legal or equitable right (other than those rights constituting the Options themselves) against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company. No person shall, under any circumstances, hold the Board and/or the Company liable for any costs, losses, expenses and/or damages whatsoever arising from or in connection with this Scheme or the administration thereof.
- 13.3 The Company shall bear the costs of establishing and administering this Scheme (including the costs of the Auditors or the independent financial advisor, as the case may be, in relation to the preparation of any certificate or the provision of any other services in relation to this Scheme).
- 13.4 Any notice or other communication between the Company and a Grantee may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its principal place of business in Hong Kong or such other address as notified

to the Grantee from time to time and, in the case of the Grantee, his or her address in Hong Kong as notified to the Company from time to time.

- 13.5 Any notice or other communication served by post:
- (a) by the Company shall be deemed to have been served 24 hours after the same was put in the post; and
  - (b) by the Grantee shall not be deemed to have been received until the same shall have been received by the Company.

Any notice or other communication if sent by the Grantee shall be irrevocable and shall not be effective until actually received by the Company. Any notice or other communication served by personal delivery shall be deemed to have been received when delivered.

- 13.6 All allotments and issues of Shares will be subject to all necessary consents under any relevant legislation for the time being in force in Hong Kong and in the Cayman Islands, and a Grantee shall be responsible for obtaining any governmental or other official consent or approval that may be required by any country or jurisdiction in order to permit the grant, holding or exercise of the Option. By accepting an offer of the grant of an Option or exercising his Option, the Grantee thereof is deemed to have represented to the Company that he has obtained all such consents. Compliance with this section shall be a condition precedent to an acceptance of an offer of the grant of an Option by a Grantee and an exercise by a Grantee of his Options. A Grantee shall indemnify the Company fully against all claims, demands, liabilities, actions, proceedings, fees, costs and expenses which the Company may suffer or incur (whether alone or jointly with other party or parties) for or in respect of any failure on the part of the Grantee to obtain any necessary consent or to pay tax or other liabilities referred therein. The Company 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.
- 13.7 Each Grantee shall pay all taxes and discharge all other liabilities to which he may become subject as a result of his participation in this Scheme or the exercise of any Option.
- 13.8 The Board shall have the power from time to time to make or vary regulations for the administration and operation of this Scheme, provided that the same are not inconsistent with the provisions of this Scheme. The Board shall also have the power to delegate its powers to grant Options and to determine the Subscription Price to the Company's chief executive officer or other member of senior management from time to time.
- 13.9 A Grantee shall be entitled to receive copies of all notices and other documents sent by the Company to Shareholders generally.

- 13.10 The Company shall maintain all necessary books of accounts and records relating to this Scheme.
- 13.11 Any dispute arising in connection with this Scheme (whether as to the number of Shares subject to an Option, the amount of the Subscription Price or otherwise) shall be referred to the Auditors who shall act as experts and not as arbitrators and whose decision shall, in the absence of manifest error, be final, conclusive and binding on all persons who may be affected thereby.
- 13.12 This Scheme and all Options granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.