



Add New Energy Investment Holdings Group Limited
愛德新能源投資控股集團有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 02623)

AMENDED AND RESTATED
RESTRICTED SHARE AWARD SCHEME

Adopted on 28 December 2020 and
approved to be amended by the Shareholders on [*] 2024

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RESTRICTED SHARE AWARD SCHEME

1. DEFINITIONS

1.1 In this Scheme, unless the context otherwise requires, the following terms have the meanings set out opposite to them:

“Adoption Date”	28 December 2020, being the date when the Scheme was approved and adopted by the Board;
“Amendment Date”	[*] 2024, being the date when the amended and restated Scheme was approved and adopted by the Shareholders;
“Articles”	the articles of association which may be adopted or amended by the Company from time to time;
“associates”	has the same meaning as defined in the Listing Rules;
“Award”	Share awards, together with Relevant Income, granted to the grantees by the Board pursuant to provision 5;
“Awarded Share(s)”	Shares granted provisionally to selected grantees under Award
“Board”	the board of directors of the Company, or a committee or person duly appointed by the board of directors to have the authority and was authorized to administer the Scheme;
“Business Day”	a day when the Stock Exchange is open for normal trading of securities;
“Company”	Add New Energy Investment Holdings Group Limited , a company incorporated in the Cayman Islands with limited liability and the Shares of which are listed on the Stock Exchange (Stock Code: 02623);

“connected person”	has the same meaning as defined in the Listing Rules
“Director(s)”	the current director or directors of the Company;
“Dividend”	<p>For restricted shares, all cash dividends and other amounts or monies (excluding any interest accrued) to be paid to the Shareholders of the Company include:</p> <ul style="list-style-type: none"> (i) the right to receive any and all such monies and any claim against it for arrears of such monies (excluding any interest accrued); (ii) all forms of remittance of such amount and any remittance to be paid or credited to any bank or other account of such amount (excluding any interest accrued); <p>deduct all costs (banking or administrative fees or otherwise) incurred by the relevant trustee for the collection and payment of such amount;</p>
“Eligible Person”	any Employee or director (including, without limitation, any executive directors, non-executive directors or independent non-executive directors) of any member of the Group;
“Employee(s)”	any employee (whether full time of part time) of the Company or any Subsidiary;
“Excluded Grantee(s)”	any Grantee that settlement of the Reference Amount and Restricted Share Award and/or the award of the Returned Shares and/or the vesting and transfer of Shares pursuant to the terms of the Scheme is not permitted under the local laws and regulations or where in the view of the Board (as the case may be) compliance with applicable laws and regulations in such place make it necessary or expedient to exclude such Grantee;

“Grantee(s)”	any Eligible Person or such Eligible Person’s wholly-owned company or trust (the beneficiaries of which include such Eligible Person and/or his immediate family members);
“Group”	the Company and its subsidiaries and “ members of the Group ” should be interpreted accordingly;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“HK\$”	Hong Kong dollars, the current or future lawful currency of Hong Kong;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange as modified, amended or supplemented at any time;
“Reference Amount”	has the meaning set out in provision 5.2;
“Reference Date”	the date on which the Directors finally approve the total number of a single grant of Shares to be granted to the selected grantees pursuant to the Scheme, or the date on which the grant of the Shares is effected by the Trustee pursuant to the Trust Deed;
“Relevant Income”	all shares held on trust by the trustee (including but not limited to any scrip shares and bonus shares in relation to such shares), and the cash income generated from such one share (net of all expenses or expenses incurred in relation to the receipt or reimbursement of such income). For the avoidance of doubt, excludes nil-paid rights issues, bonus warrants or Remaining Cash;
“Remuneration Committee”	remuneration committee of the Company

”Remaining Cash”	Remaining cash in the trust fund (including interest income from deposits in licensed bank in Hong Kong not used for share acquisitions yet);
“Restricted Shares”	such number of Shares determined by the Board, and subscribed or purchased in cash under provision 5 by the Trustee out of the Company's own funds, together with any scrip shares and bonus shares relating to such Shares;
“Returned Shares”	any Restricted Shares and the related income which are not vested and/or forfeited in accordance with the terms of the Scheme, or Shares which have been forfeited in accordance with the terms of the Scheme, or Shares deemed to be returned;
“Scheme”	this Restricted Share Award Scheme (including subsequent amendments and supplements from time to time) constituted on such terms;
“Scheme Mandate Limit”	the maximum number of shares that may be allotted and issued in respect of all awards granted under the Scheme and all options and awards granted under any other share scheme, as set out in paragraph 7.1;
“Selected Grantee(s)”	the Grantee selected by the Board according to provision 5;
“Senior Manager”	a senior manager specifically identified by the Company and as disclosed in the Company’s annual report as required under paragraph 12 of Appendix 16 of the Listing Rules (as may be amended from time to time);
“Shareholder(s)”	holder(s) of (a) Share(s)
“Share(s)”	the share(s) of HK\$0.04 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 Shares of the Company from time to time);

“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subsidiary”	a company which is for the time being and from time to time a subsidiary (within the meaning of Rule No.2 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere;
“Trust”	A trust constituted by the Trust Deed;
“Trust Deed”	the trust deed (subject to amendment, supplement and modification from time to time) to be entered into between the Company and the Trustee for the purpose of implementation of the Scheme;
”Trust Period”	has the meaning set out in rule 1.1 of the Trust Deed;
“Trustee”	Greenfield Services Limited, and other additional or alternative trustees as the trustees under the Trust Deed from time to time;
“Vesting Date”	has the meaning set out in provision 5.5;
“grant”	grant of Restricted Shares to the Grantee under provision 5.5; and
“vest”	vested restricted share interests upon achievement of specified targets.

1.2 Under the Scheme, unless the context otherwise requires:

- (i) the headings added are for convenience of reference only and do not limit, affect or extend the interpretation of the provisions under this Agreement;
- (ii) the terms stated in this scheme refer to the terms of this scheme;
- (iii) references to statutory provisions include those provisions by which they are amended, consolidated or re-enacted, or other statutes and provisions (amended or unamended) which modify their operation and any subsidiary legislation made under that provision;

- (iv) a word in the singular includes a word in the plural and vice versa;
- (v) gendered or neuter terms include other genders and neuter genders;
- (vi) reference to a person including a body corporate or unincorporated, partnership, sole proprietorship, organization, association, enterprise, branch or other type of entity.

2. PURPOSE OF THE SCHEME

1.1 The purpose of the scheme is: -

- (i) the recognition of and incentives for certain grantees to continue their efforts for the continual operation and development of the Group; and
- (ii) attracting suitable talents for the further development of the Group.

2.2 This scheme document is used to establish the terms and conditions for the operation of the grantee incentive arrangement.

3. DURATION

3.1 Subject to termination the Scheme shall be valid for a term of 10 years commencing from the Adoption Date, and after the expiry of such 10-year term no further Awards may be made but these rules of the Scheme shall remain in full force and effect to the extent necessary to give effect to any Awards made prior thereto and the administration of the trust property held by the Trustee pursuant to the Trust Deed.

4. ADMINISTRATION

4.1 The Board is responsible for the management of the Scheme in accordance with the terms of the Scheme, and the Board's decisions on all matters arising in relation to the Scheme or its interpretation or effect shall be final, conclusive and binding on all persons who may be affected thereby, provided that such administration shall not prejudice (i) the powers of the Trustee as provided under the Trust Deed; and (ii) the powers of the Remuneration Committee on recommending and/or deciding (on and subject to the terms and conditions provided under this Scheme) the selection of the Selected Grantees, the number of Awarded Shares to be awarded to the respective Selected Grantees and other related matters as expressly provided under this Scheme.

4.2 The trustee will hold the Shares and the income derived from such Shares in accordance with the terms of the Trust Deed.

5. OPERATION OF THE SCHEME

Eligible Persons and Determination of Qualifications of Selected Grantees

- 5.1 Subject to and in accordance with these rules of the Scheme, the Board may at any time exercise its absolute discretion to select any Grantee (excluding the Excluded Grantees) to participate in the Scheme as a Selected Grantee. However, the Grantees are not entitled to participate in the Scheme until they are selected.
- 5.2 Subject to provision 7, the Board will select the Selected Grantees, determine the number of Restricted Shares to be granted, and notify the Trustee and such Selected Grantee, the making of an Award to any Director, chief executive or substantial Shareholder of the Company, or any of their respective associates, must be approved by the independent non-executive Directors (excluding any independent non-executive Director who or whose associate is the proposed grantee of an Award). For the avoidance of doubts, the requirements for the Award to a Director or chief executive of the Company under this paragraph 5.2 do not apply where the Eligible Person is only a proposed Director or proposed chief executive of the Company. The eligibility of any of the Eligible Person to an Award shall be determined by the Board from time to time on the basis of the Board's opinion as to his contribution and/or future contribution to the development and growth of the Group. The factors to be considered in the determination of the eligibility of the Eligible Person would be decided by the Directors on a case-by-case basis taking into account, among other things, the role and position of each Eligible Person and the circumstances and business needs of the Company at the time of the Award. After considering the requirements of provision 5.13, before or after confirmation of such Selected Grantee, (subject to the Listing Rules, the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and other applicable laws and regulations, with the Company's own funds for contributions or loans), the Board shall pay (a) the sum of the amount comprising (i) the closing price of the Shares on the Reference Date multiplied by the number of Restricted Shares required and (ii) the expenses in relation to the purchase (including the then brokerage, stamp duty, SFC transaction levy, Stock Exchange trading fee and investor compensation levies and other expenses necessary to complete the purchase of the Awarded Shares); or (b) the nominal amount or other amount (collectively, the "**Reference Amount**") required to pay as soon as practicable by the Trustee (or at the direction of the Trustee) for the subscription of Restricted Shares. The Board shall cause the Trustee to hold all the prescribed Restricted Shares in its custody within one month prior to the Vesting Date. If the Company declares Dividends after the grant, all Dividends in respect of such grant shall not form part of the Relevant Income and shall become part of the trust fund of the future Grantees.

Award Notification, Acceptance of Awards

- 5.3 (i) When the Board approves the Award to the Selected Grantees, The Board shall immediately inform the Trustee of (i) the names of the Selected Grantees and whether they are connected persons (as defined in the Listing Rules), (ii) the number of shares to be granted or a reference denomination, (iii) if the Trustee purchases the shares to be granted from the market, the amount of funds to purchase the specified number of Shares within the time limit specified in provision 5.2 (subject to the Listing Rules, the Articles, the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and other applicable laws and regulations, with the Company's own funds for contributions or loans), (iv) whether the Shares should be purchased for at a benchmark price determined at any time under the Listing Rules from the market by the Trustee, and (v) the earliest Vesting Date, ~~and~~ vesting conditions or performance targets (if any, including but not limited to those described in provision 5.18 of the Scheme).
- (ii) The Board shall notify the Selected Grantee in writing after an Award has been provisionally made to such Selected Grantee and the notice shall contain substantially the same information as the Award notice given to the Trustee in paragraph (i) above provided that nothing contained in such notice shall be construed as conferring any rights, interests, benefits and title to and in the Awarded Shares on such Selected Grantee before the vesting of the legal and beneficial ownership of such Awarded Shares in the Selected Grantee in accordance with these rules of the Scheme. An Award shall be deemed to be irrevocably accepted by a Selected Grantee unless the Selected Grantee shall within five (5) Business Days after receipt of such notice from the Board notify the Company in writing that he would decline to accept such Award. No consideration shall be payable by any Selected Grantee on acceptance of an Award.
- 5.4 Within twenty (20) Business Days after receipt of the Reference Amount and the Shares have not been suspended from trading (or such longer period as the Trustee and the Directors may from time to time agree in respect of such subscription or purchase), the Board shall instruct the Trustee to subscribe for the Shares at a specified amount at a benchmark price established at any time under the Listing Rules or to purchase the Restricted Shares in the market within the period and price range specified by the Company. The Trustee shall return any excess Reference Amount to the Company immediately upon completion of the subscription or purchase (as the case may be). Where the Reference Amount paid or arranged to be paid to the Trustee is not sufficient to subscribe for or purchase (as the case may be) all of the Restricted Shares, the trustee shall (subject to the Listing Rules, the Articles, the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and other applicable laws and regulations) acquire the maximum number of trading units of the Shares, and seek further funding from the Company or any of its subsidiaries (as determined by the

Board) until the subscription or purchase of all the Restricted Shares (as the case may be). The Trustee shall not distribute any Shares or funds under the Scheme as Restricted Shares and Relevant Income to any one of the Selected Grantees until the Trustee has sufficient number of Shares and funds to perform the Scheme. For the avoidance of doubt, the Shares subscribed for or purchased for this purpose will form part of the capital of the Trust's trust fund. (If funds are to be provided to the Trustee in accordance with provision 5.4 and 5.5, the Company will ensure that the Trustee receives the settled funds by the date on which the Trustee is required to use the funds for trust purposes.)

Vesting of Awarded Shares

- 5.5 Provided that the Selected Grantee has been an employee of the Company or its subsidiary after the Reference Date (for this purpose, the date on which the Restricted Shares and Relevant Income vest is referred to as the “**Vesting Date**”), Restricted Shares and Relevant Income in relation to a Selected Grantee are held on trust by the Trustee and vested in such Selected Grantee upon satisfaction of vesting conditions at the discretion of the Board. The vesting conditions under the Scheme are the performance, operational and financial objectives to be met by the Selected Grantees as determined by the Board at its absolute discretion (the Company will notify the Selected Grantees in writing). For the avoidance of doubts, there is no fixed Vesting Period which is applicable to all the grants under the Scheme. Awards granted to the Selected Grantees may be subject to a shorter Vesting Period under special circumstances where the Directors (or the Remuneration Committee where the Selected Grantees is a Director or a Senior Manager) consider that a shorter Vesting Period is appropriate to align with the purpose of the Scheme, including only where: (i) grants of Awarded Shares to Selected Grantees who newly joined the Group to replace the share awards they forfeited when leaving the previous employers; (ii) grants of Awarded Shares with performance-based vesting conditions provided in the Scheme, in lieu of time-based vesting criteria; (iii) grants that are made in batches during a year for administrative or compliance reasons, which may include Awarded Shares that should have been granted earlier but had to wait for a subsequent batch, in such cases, the Vesting Date may be adjusted to take account of the time from which the Awarded Shares would have been granted if not for such administrative or compliance requirements. Upon satisfaction of the vesting conditions, the Grantees will be entitled to the Restricted Shares, the Trustee will transfer such Restricted Shares to the Grantees, and the Restricted Shares will be substantively vested in the Grantees. The Trustee is not required to investigate whether it is correct for each vesting condition. In the event that the Grantee dies before the vesting conditions are satisfied, or is wholly or partially incapacitated by illness or work-related accidents, the Board may, at its discretion, decide whether or how much of the Restricted Shares not yet vested by the Delected Grantees will be vested. For situations beyond the foregoing provisions, the Board has the right to make judgments and decisions based on specific events.

- 5.6 Subject to the death of the Selected Grantee under provision 5.5 above and upon the decision of the Board to vest the Restricted Shares that have not yet vested, the Trustee shall hold the vested Restricted Shares and the Relevant Income and its rights (hereinafter referred to as the “Rights”), subject to the Trustee holding in the trust, or, if not holding, in the trust fund to acquire the granted Shares and to hold the Relevant Income, if any, and transfer it to the legal personal representative of the Selected Grantee (whose identity and contact details will be notified to the Trustee by the Board), and subject to the foregoing, the Trustee shall hold such Rights under the aforesaid power and shall not be transferable, and transfer to the legal personal representative of the Selected Grantee (i) within two years after the death of the Selected Grantee (or such longer time as the Trustee and the Board may from time to time agree) or (ii) the Trust Period (whichever is the shorter). If the Rights becomes unowned, the Rights will be forfeited and non-transferable and will be treated as Returned Shares for the purpose of the Scheme. Notwithstanding the foregoing, such Rights will continue to be held in trust and may be invested or disposed of by the Trustee as part of a trust fund until it is transferred in accordance with the Scheme. The Trust will consider the information it has obtained regarding the death of the Selected Grantees and the identity and contact details of their legal personal representatives to be the final version and will not be required to investigate whether it is correct.

Cancellation of Awards

- 5.7 Subject to the terms and conditions of the Scheme and Chapter 17 of the Listing Rules, any unvested Award granted may not be cancelled except with the prior written consent of the relevant Selected Grantee of the Award and the approval of the Directors. However, The Company shall be entitled to cancel any Awards granted but not vested in the following circumstances: (a) the transfer or assignment of any interest in relation to any Award by a Grantee in breach of provision 5.11; or (b) lapse of the Awards pursuant to provision 5.8 below. Where the Company cancels any unvested Award and grants new Award(s) to the same Selected Grantee, the grant of such new Award(s) may only be made with available Scheme Mandate Limit approved by the Shareholders pursuant to provision 7. The Awards cancelled shall be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

Lapse of Awards, Clawback Mechanism

- 5.8 (i) In the event that the Selected Grantee ceases to be an employee before the vesting conditions are satisfied, unless the Board agrees, the Award will lapse and all the Restricted Shares and the Relevant Income of the Award will not be vested on the relevant Vesting Date, but shall become Returned Shares for the purpose of the Scheme.

- (ii) If, prior to or on the Vesting Date, the Board shall at its absolute discretion determine in respect of a Selected Grantee that: (a) where such person has committed any act of fraud or dishonesty or serious misconduct, whether or not in connection with his employment with 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; or (d) where such person has been convicted of or is being held liable for any offence under or any breach of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) or other securities laws or regulations in Hong Kong or any other applicable laws or regulations in force from time to time, then any Award granted to such Selected Grantee shall automatically lapse forthwith and all the Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Scheme. Such Selected Grantee shall have no right or claim against the Company, any other member of the Group, the Board or with respect to those or any other Ordinary Shares or any right thereto or interest therein in any way.

- (iii) If the Company is ordered to be wound up or the Company passes a resolution to voluntarily wind up the Company (except for the purpose of a merger or reorganisation and thereafter the merger or reorganisation is effected so that the principal undertakings, assets and liabilities of the Company are transferred to a successor), all Awards will lapse and all Restricted Shares and Relevant Income of such Awards will be is lapsed in their entirety.

5.9 In the event that (i) the Selected Grantee is found to be a Excluded Grantee or (ii) the Selected Grantee fails to execute the transfer documents designated by the Trustee within the specified period of time in respect of the relevant Restricted Shares, unless agreed by the Board, the relevant portion of the grant made to such Selected Grantee shall then automatically lapse and the relevant Restricted Shares granted shall not be vested on the relevant Vesting Sate but shall become Returned Shares for the purpose of the Scheme.

5.10 Except for the circumstances set out in provision 5.8,

- (i) excluding any unforeseen circumstances, unless otherwise agreed by the Board and the Trustee, the Board shall confirm with the Trustee the list of Selected Grantees (if any) who have met the vesting conditions on the relevant Vesting Date;
- (ii) the Board will instruct the Trustee to issue a vesting notice to the Selected Grantees in provision 5.10(i) with the required transfer documents required by the Selected Grantees for the vesting and transfer of the Restricted Shares and the Relevant Income; and
- (iii) subject to the trustee receiving (a) the transfer document designated by the trustee and signed by the Selected Grantee within the time limit specified in the vesting notice mentioned in provision 5.10(ii), and (b) the Company confirms that the Restricted Shares and the Relevant Income will be transferred to the relevant Selected Grantees, the Trustee should:
 - a. transfer such Restricted Shares and Relevant Income by delivery of physical share certificates and cheques;
 - b. transfer the Restricted Shares and Relevant Income by depositing the Restricted Shares into the relevant stock account and bank account designated by the Selected Grantee;
 - c. transfer the proceeds from the sale of Restricted Shares and Relevant Income to the Selected Grantee by: (i) deposit the proceeds from the sale of the Restricted Shares and Relevant Income into the bank account designated by the Selected Grantee or (ii) deliver the cheque of such amount to the Selected Grantee.

Award are Non-transferable

5.11 Before the award vests, the Selected Grantee shall not sell, transfer, pledge, mortgage, lien or create or attempt to create any interest for another person in any way the Reference Amount or Restricted Shares or Relevant Income determined pursuant to the Award or any Returned Shares under the Scheme. Any breach of the foregoing by any Selected Grantee shall entitle the Company to cancel the Award made to such Selected Grantee.

Rights and Voting Rights of Unvested Shares

5.12 For the avoidance of doubt:

- (i) subject to the vesting of the Shares pursuant to provision 5.5, the Selected Grantees have a contingent interest in the Restricted Shares and Relevant Income to which they relate;
- (ii) the Selected Grantees will not have any right to the remaining cash or any Returned Shares;
- (iii) the Selected Grantee shall not give instructions to the Trustee with respect to the Restricted Shares, the Relevant Income and other assets of the Trust except when the Award has vested;
- (iv) all voting rights (including but not limited to Restricted Shares, Returned Shares, any bonus shares and scrip shares) in shares held under the trust shall not be exercised by the Trustee or Selected Grantees until such Shares are transferred to the relevant Selected Grantees;
- (v) the Selected Grantee shall not have any right in respect of the odd lots remaining in respect of the Relevant Income of the grant and the odd lots arising from the consolidation of Shares, provided that such Shares shall be Returned Shares for the purpose of the Scheme;
- (vi) in the event that the Selected Grantee ceases to be eligible under provision 5.8 on the Vesting Date, unless otherwise resolved by the Board, the grant of the Restricted Shares and the Relevant Income in respect of the Vesting Date shall lapse, and the Restricted Shares and Relevant Income shall not be vested on the relevant Vesting date and such Selected Grantee shall have no right to claim against the Company or the Trustee;
- (vii) in the event of the death of a Selected Grantee, if the interest is not transferred to the legal personal representative of the Selected Grantee within the time specified in provision 5.6, the interest shall be forfeited and the legal personal representative has no right to claim against the Company or the Trustee;

5.13 If any Director of the Company possesses unpublished inside information of the Company, or a Director of the Company is prohibited from trading under any code or requirement under the Listing Rules and applicable law at any time, the Company shall not pay the Trustee under provision 5.2, and shall not give instructions to the Trustee to purchase the Shares, in particular, the Award shall not be granted within one month prior to the earlier of:

- (i) the date of the Board meeting to approve the Company's annual or interim results (i.e. the date of the first Board meeting to be held by the Company notified to the Stock Exchange pursuant to the Listing Rules); and
- (ii) The last day for the publication of annual or interim results announcements by the Company in accordance with the Listing Rules.

The above restrictions will end on the date of the announcement of the Company's results. For the avoidance of doubt, no Award may be made during any period of delay in publishing a results announcement.

- 5.14 The Company shall comply with all applicable laws, codes or regulations (including but not limited to the Listing Rules) at any times to administer the Scheme.
- 5.15 The deemed cash income referred to in provisions 6.2, 6.3, 6.4 and 6.6 shall be used to pay the Trust's fees, costs and expenses, and the remainder shall be regarded as the income of the trust fund.
- 5.16 To the extent that the Trustee satisfies the amount of Restricted Shares by subscribing for new Shares, subject to the provisions of the Company's Articles in force at any time, the shares subscribed for shall be allocated and issued within the period specified in provision 5.2, and shall, from the Reference Date (or, if the Company's register of members is closed on the date of allotment and issuance, the first day after the register of members is reopened), rank *pari passu* in every respect with the issued Shares of the present fully paid up capital.
- 5.17 For the purposes of the Scheme, if a Selected Grantee is a connected person of the Company (as interpreted in accordance with the Listing Rules), the Restricted Shares will only include the Shares of the Company which will be purchased from the market in the future.

Performance Targets

- 5.18 Subject to the terms and conditions of the Scheme, the Directors (or the Remuneration Committee in respect of any Selected Grantee who is a Director or a Senior Manager) may establish performance targets against the attainment of which the Awards granted to the Selected Grantee concerned. The Directors (or, as the case may be, the Remuneration Committee) shall have the authority, after the grant of any Award which is performance linked, to make fair and reasonable adjustments to the prescribed performance targets during the Vesting Period if there is a change in circumstances, provided that any such adjustments shall be less onerous than the prescribed performance targets and are considered fair and reasonable by the Directors (or, as the case may be, the Remuneration Committee). Performance targets may include targets relating to the business, financials and operations of the Group as well as that for the Eligible Person based on individual performance indicators relevant to their roles and responsibilities. The Directors (or, as the case may be, the Remuneration Committee) will conduct assessment at the end of the performance period by comparing the performance of the business segments and the individual performance of the Eligible Person with the pre-agreed targets to determine whether the targets and the extents to which have been met.

6. ACQUISITION, RIGHTS ISSUE, PUBLIC OFFERING, SCRIP DIVIDEND PLAN, ETC.

- 6.1 In the event that there is a change in control of the Company, whether due to acquisition, merger, planned arrangement or otherwise, the Board will, at its discretion, determine whether the Restricted Shares and the related income will vest or lapse on the date when the change in control occurs or is declared unconditional. Vest or expire. When a change in control occurs and the Board has determined that the Restricted Shares and Relevant Income shall vest, the Board shall instruct the Trustee in writing of the number of Restricted Shares to be vested to each Selected Grantee and the Trustee shall issue to each Selected Grantee a notice of vesting and specified transfer documents required to effect vesting and transfer of the Restricted Shares and Relevant Income. Subject to the receipt of a validly signed designated transfer document by the Trustee, the Trustee shall transfer the Restricted Shares and the Relevant Income to the Selected Grantees. Provided that, for the purpose of this provision 6.1, control shall be construed in accordance with the provisions of the Code on Takeovers, Mergers and Share Buy-backs at any time.

- 6.2 In the event of a public offer of new securities by the Company in respect of any Shares held by the Trustee under the Scheme, the Board shall instruct the Trustee to whether to subscribe for any new Shares. If the Board instructs the Trustee to subscribe for any new Shares issued to the public, the Company shall provides the Trustee with the funds required to subscribe for the new Shares and all related expenses involved. In the case of a rights issue, the Board shall instruct the Trustee whether to participate in the rights issue. If the Board instructs the Trustee to participate in the rights issue, the Company shall provides the Trustee with the funds required and all related expenses. If the Board instructs the Trustee not to participate in the rights issue, the Board shall instruct the Trustee to sell its allotted rights issues in nil-paid form within the specified period and within the specified price range of the Company, and the net sale amount will be treated as income of the trust fund and used in accordance with provision 5.15.
- 6.3 In the event that the Company issues bonus warrants in respect of any Shares held by the Trustee, the Board shall instruct the Trustee whether to exercise the subscription rights attaching to any bonus warrants to subscribe for any new Shares. If the Board instructs the Trustee to subscribe for new Shares pursuant to the bonus warrants, the Company shall provide the Trustee with the funds required for such subscription. If the Board instructs the Trustee not to exercise such subscription option, the Board shall instruct the Trustee to sell the bonus options received by the Trustee within the specified period and within the specified price range of the Company, and the net sale amount will be treated as income of the trust fund and used in accordance with provision 5.15.
- 6.4 In the event of a scrip dividend plan conducted by the Company, the Board will instruct the Trustee to choose either scrip dividend or cash dividend. If scrip dividend is elected, they will be treated as Restricted Shares. If cash dividend is elected, it will be treated as income of the trust fund and used in accordance with provision 5.15 The ccrip Shares distributed to the Shares already allocated to such Selected Grantees will be treated as Restricted Shares. The scrip dividend distributed to the unallocated Shares will be held by the Trustee and benefit the future Grantees.
- 6.5 In the case of a Share consolidation by the Company, all odd lots and their Relevant Income arising from the consolidation of Restricted Shares in respect of such Selected Grantee shall, for the purpose of the Scheme, become Returned Shares and shall not be transferred to Selected Grantees on the Vesting Date.

- 6.6 In the case of other non-cash and non-stock distributions by the Company in respect of Shares held by the Trust, the Board shall instruct the Trustee whether such distributions should be disposed of. If the Board instructs the Trustee to dispose of the distribution at a price agreed by the Company, the net sale amount will be treated as income of the trust fund and used in accordance with provision 5.15.
- 6.7 In the event the Company undertakes a capitalisation issue, rights issue, subdivision or consolidation of the Shares, or reduction of the share capital of the Company (each an “**Adjustment Event**”), a Selected Grantee shall be entitled to the same proportion of those Awarded Shares (rounded to the nearest whole Share) as that to which such Selected Grantee was immediately entitled prior to such Adjustment Event, and the Board shall as soon as reasonably practicable after such Adjustment Event has been effected, notify such Selected Grantee (with a copy of the notification to the Trustee) the adjustment on the number of Awarded Shares that he has become entitled to on vesting after such Adjustment Event, provided that: (i) no such adjustments may be made to the extent that a Share would be issued at less than its nominal value; and (ii) in respect of any adjustments other than an adjustment made on a capitalisation issue, the auditors or an independent financial adviser of the Company must confirm to the Directors in writing that the such adjustment(s) satisfies the requirements of the relevant provisions of the Listing Rules. The issue of Shares or other securities of the Group as consideration in a transaction may not be regarded as a circumstance requiring adjustment.

7. LIMITATIONS OF THE SCHEME

Scheme Mandate Limit

- 7.1 The Scheme Mandate Limit shall be 35,028,652 Shares, being ten (10) per cent. of the number of Shares in issue as at the Amendment Date. Unless expressly approved by the Shareholders in general meeting and expressly allowed by the Stock Exchange, no option or awards may be granted under the Scheme, if the grant of such option or award will result in the limit referred to in this provision 7.1 being exceeded.

Refreshment of Scheme Mandate Limit

- 7.2 Subject to Paragraph 7.1 and without prejudice to:
- (A) Paragraph 7.2(B), the Company may seek approval of the Shareholders in general meeting to refresh the Scheme Mandate Limit under the Scheme, provided that:

- (i) the total number of Shares which may be allotted and issued in respect of all Awards to be granted under the Scheme and all options and awards to be granted under any other share scheme(s) must not exceed ten (10) per cent. of the Shares in issue as at the date of approval of the refreshed limit (the “**Refreshed Limit**”), and for the purpose of calculating the Refreshed Limit, Awards lapsed in accordance with the terms of the Scheme and options and awards lapsed in accordance with the terms of any other share scheme(s) will not be regarded as utilised;
- (ii) where the refreshment of the Scheme Mandate Limit is sought within three years from the date of the Shareholders’ approval for the last refreshment (or, as the case may be, the Amendment Date), the refreshment shall be subject to the followings:
 - (a) at the general meeting for considering and approving the proposed resolution of such refreshment, 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) shall abstain from voting in favour of the relevant resolution; and
 - (b) the Company shall comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules (or the successor provisions then prevailing),

provided that the requirements under this paragraph 7.2(A)(ii) do not apply if the refreshment is made immediately after an issue of securities by the Company to its 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 relevant class of Shares in issue) 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; and

- (B) paragraph 7.2(A), the Company may seek separate Shareholders' approval in general meeting for granting Awards under the Scheme beyond the Scheme Mandate Limit or, if applicable, the Refreshed Limited referred to in Paragraph 7.2(A) to Selected Grantees specifically identified by the Company before such approval is sought. The number and terms of Awards to be granted to such Selected Grantee must be fixed before the Shareholders' approval is sought.

Maximum Quota per Eligible Person

- 7.3 Subject to paragraph 7.4, where any grant of options to a Grantee under the Scheme would result in Shares issued and to be issued in respect of all options or awards granted to such person (excluding any options and awards lapsed in accordance with the terms of the Scheme or any other Share Scheme(s)) in the 12-month period up to and including the date of such grant representing in aggregate over one (1) per cent. of the issued share capital of the Company (being the maximum entitlement of each Eligible Person under the Scheme) (“**1% Individual Limit**”), such grant of Awards must be separately approved by the Shareholders in general meeting with such Selected Grantee and his close associates (or his associates if the Selected Grantee is a connected person of the Company) abstaining from voting. The number and terms of Awards to be granted to such Selected Participant must be fixed before the Shareholders’ approval is sought.
- 7.4 Without prejudice to paragraph 5.2, where any grant of Awards under the Scheme to a Director (other than an independent non-executive Director) or chief executive of the Company, or any of their respective associates would result in the Shares issued and to be issued in respect of all Awards granted under the Scheme and awards granted under other Share scheme(s)(excluding any Awards lapsed in accordance with the terms of the Scheme or any other Share scheme(s)) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1 per cent. of the issued share capital of the Company, such grant of Awards must be approved by the Shareholders in general meeting (with such Selected Grantee, his/her associates and all core connected persons of the Company abstaining from voting in favour at such general meeting). In such connection, the Company shall comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules (or the successor provisions then prevailing).

- 7.5 Without prejudice to paragraph 3.2, where any grant of Awards under the Scheme and options and awards to be granted under any other Share scheme(s) to an independent non-executive Director or a substantial Shareholder, or any of their respective associates, would result in the Shares issued and to be issued in respect of all Awards granted under the Scheme and all options and awards granted under any other Share scheme(s) (excluding any options and awards lapsed in accordance with the terms of the Scheme or any other Share scheme(s)) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1 per cent. of the issued share capital of the Company, such grant of Awards must be approved by Shareholders in general meeting (with such Selected Grantee, his/her associates and all core connected persons of the Company abstaining from voting in favour at such general meeting). In such connection, the Company shall comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules (or the successor provisions then prevailing).
- 7.6 Any change in the terms of Awards granted to any Selected Grantee who is a Director, chief executive or substantial Shareholder of the Company, or any of their respective associates, must be approved by the Shareholders of the Company in general meeting in the manner as set out in paragraphs 7.4 and 7.5, if the initial grant of the Awards requires such approval (except where the changes take effect automatically under the existing terms of the Scheme).
- 7.7 The requirements for the grant of Awards to a Director or chief executive of the Company set out in paragraphs 7.4 to 7.6 do not apply where the Selected Grantee is only a proposed Director or a proposed chief executive of the Company.
- 7.8 For the purpose of seeking the approval of the Shareholders under paragraphs 7.4 to 7.6, the Company must send a circular to the Shareholders containing the information required under the Listing Rules, within such time as may be specified in the Listing Rules, and where the Listing Rules shall so require, the vote at the Shareholders' meeting convened to obtain the requisite approval shall be taken on a poll with those persons required under the Listing Rules abstaining from voting.

8. RETURNED SHARES

- 8.1 The Trustee shall only hold the Returned Shares for the benefit of one or more Grantees (including the future Grantees but excluding the Excluded Grantees) and may distribute the Returned Shares as Restricted Shares to any Grantees at the direction of the Company.

9. DISPUTES

- 9.1 Any dispute arising out of the Scheme must refer to the decision of the Board, which will act as an expert rather than an arbitrator, and the Board's decision shall be final and binding.

10. AMENDMENTS TO THE SCHEME

- 10.1 Subject to paragraphs 10.2 and 10.3, the Scheme may be altered in any respect by a resolution of the Directors except that:

- (i) any alterations to the terms and conditions of the Scheme which are of a material nature;
- (ii) the provisions of the Scheme relating to the matters governed by Rule 17.03 of the Listing Rules to the advantage of the Eligible Person;

shall not be altered except with the sanction of a resolution of the Shareholders in general meeting, provided that no such alteration shall operate to affect adversely the terms of any Award granted or agreed to be granted prior to such alteration except with the consent or sanction of such majority of the Selected Grantees as would be required of the holders of the Shares under the Articles for the time being of the Company for a variation of the rights attached to the Shares.

- 10.2 Subject to paragraph 10.3, any change to the terms of any Award granted to a Selected Grantee must be approved by the Directors, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders in general meeting (as the case may be) if the initial grant of the Awards was approved by the Directors, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders in general meeting (as the case may be), in accordance with the terms of the Scheme and Chapter 17 of the Listing Rules. The foregoing provisions of this provision 10.2 shall not apply where the alterations take effect automatically under the existing terms of the Scheme.
- 10.3 Any change to the authority of the Directors or the administrators of the Scheme to alter the terms of the Scheme must be approved by the Shareholders in general meeting.
- 10.4 The terms of the Scheme and/or any Awards amended pursuant to this paragraph 10 must comply with the applicable requirements under Chapter 17 of the Listing Rules.

10.5 Where the terms of the Scheme are amended, the Company shall, immediately upon such changes taking effect, provide to all Eligible Person all details relating to changes in the terms of the Scheme during the life of the Scheme.

11. TERMINATION

11.1 The Scheme will terminate at the earlier of:

- (i) on the tenth anniversary of the Adoption Date; and
- (ii) the date on which the Board decides to terminate the Scheme early,

provided that such termination shall not affect any pre-existing rights of the Selected Grantees.

11.2 Upon termination:

- (i) All Restricted Shares and Relevant Income will vest in the individual relevant Selected Grantees on the date of termination, subject to receipt by the Trustee within its prescribed period of the transfer documents designated by it and validly performed by the Selected Grantees;
- (ii) all the Returned Shares and non-cash income in the Trust shall be disposed of within twenty (20) Business Days upon receipt of the notice of termination of the Scheme, on which trading of the shares is not suspended (or such longer period as the Board may otherwise determine);
- (iii) the remaining cash, the net proceeds from the sales referred to in provision 11.2(ii) and other remaining funds in the Trust (subject to appropriate deductions for all costs, liabilities and expenses of disposal under the Trust Deed) shall be refunded to the Company immediately upon disposal. For the avoidance of doubt, the Trustee shall not transfer any Shares to the Company and the Company shall not hold any Shares (other than interest on the net sale amount under provision 11.2(ii)).

11.3 For the avoidance of doubt, the suspension of the grant of any Awards shall not be deemed as a decision to terminate the operation of the Scheme.

12. MISCELLANEOUS

- 12.1 Unless otherwise stated in the relevant employment contract of the individual Grantee, the Scheme does not form part of an employment contract between the Company or its subsidiaries and any Grantee, and the rights and responsibilities of any Grantee under the terms of his position or employment (if applicable) are not affected by his or her right to participate in the Scheme. The Scheme does not confer any additional rights on the Grantee for any compensation or damages arising from the termination of his/her office or employment for any reason.
- 12.2 Awards are granted on a specific principle in any year and do not constitute any right or expectation to be granted on the same principle in future years. Participation in the Scheme does not imply participation or consideration of subsequent operations of the Scheme. Subject to applicable statutory requirements, any Award shall not be considered as remuneration for pension or as payment upon termination of employment.
- 12.3 If the Board distributes and issues, or arranges for the transfer of any of the Shares within the specific time limit referred to in provision 5.2 after the grant, it would contravene any applicable law or requirement, or if, in the reasonable opinion of the Board, the additional requirements to which the Board and/or the Company otherwise need to be complied are unduly stringent or inconvenient, the Board is under no obligation to do so.
- 12.4 The Company shall bear the costs of establishing and administering the Scheme, for the avoidance of doubt, includes the fees of communication under provision 12.5, outgoings of the Trustee's purchase of shares and the stamp duty and normal registration fees and taxes required for the transfer of shares to the Selected Grantees (i.e. excluding fees charged by the share registrar for express share registration). For the avoidance of doubt, the Company is not responsible for any tax or other types of expenses that the Grantee may incur as a result of the sale, purchase, vesting or transfer of the Shares.
- 12.5 Any notice or other communication between our Company and any Grantee may be sent by prepaid post or by delivery in person, if sent to the Company, it shall be given to the Company's principal place of business in Hong Kong or other address notified to the Grantee at any time, if sent to the Grantee, it shall be given to the Hong Kong address notified by the Grantee to the Company at any time.
- 12.6 Any notice or communication sent by post shall be deemed to have been delivered after 24 hours after posting.

- 12.7 The Company is not responsible for the failure of any Grantee to obtain the governmental or other official consent required by any country or jurisdiction to be approved to participate in the Scheme as a Selected Grantee, or the Company shall not be responsible for any taxes, duties, expenses or other liabilities that the Grantees may incur as a result of their participation in the Scheme.
- 12.8 The Scheme does not give any person any legal or equity right, directly or indirectly, against the Company or the Trustee (other than those forming part of the Award itself) or to cause any action against the Company or the Trustee under the law or equity.
- 12.9 For the purpose of participating in the Scheme, the Selected Grantees agree that the Company holds and owns the personal data provided to the Company by the Selected Grantees for the purpose of the operation of this program. These include but are not limited to:
- (i) managing and maintaining records of Selected Grantees;
 - (ii) provide information to the Trustee, legal adviser, registrar, broker or third party administering the Scheme;
 - (iii) providing information to prospective purchasers of the Company or the firm of which the Selected Grantees are engaged; and
 - (iv) transmission of information about Selected Grantees to countries or regions other than Hong Kong.
- 12.10 In the event that the whole or part of any provision cannot be enforced, each provision of the Scheme shall be treated as a separate provision and can be enforced separately. To the extent that any provision cannot be enforced, it will be deemed to be deleted from the rules of the Scheme, and such deletion will not affect the enforcement of other rules of the Scheme that have not been deleted.

13. APPLICABLE LAW

- 13.1 The operation of the Scheme is subject to the Articles and any appropriate laws.
- 13.2 The Scheme is regulated and construed in accordance with the laws of Hong Kong.

This Scheme was adopted and became effective on the above-mentioned date, and the amendments were approved by the Shareholders on [*] 2024

On behalf of
Add New Energy Investment Holdings Group Limited
Director