

**SPT ENERGY GROUP INC.**

*(Incorporated in the Cayman Islands with limited liability)*

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**AMENDED AND RESTATED SHARE OPTION SCHEME**  
**Approved and adopted by the shareholders**  
**of the Company on 26 June 2024**

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## SPT ENERGY GROUP INC.

### RULES OF THE SHARE OPTION SCHEME

#### 1. DEFINITIONS

1.01 In this Scheme the following expressions have the meanings set out below:

- “Adoption Date”** means 10 June 2021, the date on which this Scheme is conditionally approved and adopted by the Company at a general meeting of the Shareholders;
- “Amendment Date”** means 26 June 2024, the date on which this amended and restated Scheme is approved and adopted by the Company at a general meeting of the Shareholders;
- “associate”** has the meaning ascribed thereto in Rule 1.01 of the Listing Rules;
- “Auditors”** means the auditors for the time being of the Company;
- “Board”** means the board of Directors or a duly authorised committee thereof;
- “Business Day”** or **“trading day”** means any day on which the Exchange is open for the business of dealing in securities;
- “Company”** means SPT Energy Group Inc., a company incorporated in the Cayman Islands with limited liability, whose Shares are listed on the main board of the Exchange;
- “connected person”** has the meaning ascribed to it under the Listing Rules;
- “core connected person”** has the meaning ascribed to it under the Listing Rules;
- “control”** means in relation to a company, the power of a person, directly or indirectly, to secure:-
- (i) by means of the holding of shares entitling him to exercise or control the exercise of 30% (or such lower amount as may from time to time be specified in The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission of Hong Kong as being the level for triggering a mandatory general offer) or more of the voting power at general meetings of that company, or

- (ii) by means of controlling the composition of a majority of the board of directors of that company, or
- (iii) by virtue of any powers conferred by the constitutional document of that company or any other corporation, or
- (iv) by reason of any of the aforesaid relationship with another company which itself has the same power over that company (or with a series of companies each of which has the same power over another company in the series and the last one of which has the same power over that company),

that the affairs of that company are conducted in accordance with the wishes of such person;

**“Directors”** means the directors of the Company and **“Director”** shall be construed accordingly;

**“Eligible Participant(s)”** means:

17.03(2)

- (a) any Employee Participant(s);
- (b) any Related Entity Participant(s); and
- (c) any Service Providers;

**“Employee Participant(s)”** means any director(s) and employee(s) (whether full time or part time) of the Company or any of its Subsidiaries (including person(s) who are granted Options as an inducement to enter into employment contracts with these companies);

**“Exchange”** means The Stock Exchange of Hong Kong Limited;

**“Exercise Price”** means the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option as described in Clause 5;

**“Grantee”** means any Eligible Participant who accepts the offer of the grant of any Option in accordance with the terms of this Scheme or (where the context so permits) a person entitled to any such Option in consequence of the death of the original Grantee;

**“Group”** means the Company and its Subsidiaries from time to time and **“members of the Group”** shall be construed

	accordingly;	
<b>“HK\$”</b>	means Hong Kong dollars;	
<b>“Hong Kong”</b>	means the Hong Kong Special Administrative Region of the People’s Republic of China;	
<b>“Individual Limit”</b>	has the meaning ascribed to it in Clause 8.02(a) of this Scheme;	
<b>“inside information”</b>	means specific information that: <ul style="list-style-type: none"> <li>(a) is about (i) the Company; (ii) a shareholder or officer of the Company; or (iii) the listed securities of the Company or their derivatives; and</li> <li>(b) is not generally known to the persons who are accustomed or would be likely to deal in the listed securities of the Company but would if generally known to them be likely to materially affect the price of the listed securities;</li> </ul>	
<b>“Listing Rules”</b>	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended, modified or supplemented from time to time);	
<b>“Offer Date” or “date of grant”</b>	means the date on which such Option is offered to an Eligible Participant in accordance with Clause 4;	
<b>“Option”</b>	means an option to subscribe for Shares granted pursuant to this Scheme;	
<b>“Option Period”</b>	means in respect of any particular Option (subject as otherwise provided under the terms of this Scheme, including without limitation Clause 7), such period during which the Option is exercisable as set out in the offer of the Option, which shall, at the discretion of the Directors, commence at any time on or after the date of grant and expire no later than the tenth (10 <sup>th</sup> ) anniversary of the date of grant;	17.03(5)
<b>“Related Entity(ies)”</b>	means holding company(ies), fellow subsidiary(ies) or associated company(ies) of the Company;	
<b>“Related Entity Participant(s)”</b>	means any director(s) and employees(s) (whether full time or part time) of any Related Entities;	
<b>“Relevant Period”</b>	has the meaning ascribed to it in Clause 8.02(a) of this Scheme;	

<b>“Remuneration Committee”</b>	the remuneration committee of the Company established pursuant to the Listing Rules;
<b>“Scheme”</b>	means this share option scheme (as amended, modified or supplemented from time to time);
<b>“Scheme Mandate Limit”</b>	has the meaning ascribed to it in Clause 8.01(a) of this Scheme;
<b>“Service Provider(s)”</b>	<p>means any person(s) providing services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long-term growth of the Group:</p> <p>(a) any person(s) providing, including but not limited to, energy technology related, innovations and research and development services to the Group as consultant(s) where the continuity and frequency of their services are akin to those of employees; and</p> <p>(b) any person(s) providing, including but not limited to, market development and sales services to the Group as consultant(s) where the continuity and frequency of their services are akin to those of employees,</p> <p>but, for the avoidance of doubt, excluding placing agents or financial advisers providing advisory services for fundraising, mergers or acquisitions and professional services providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity;</p>
<b>“Service Provider Sublimit”</b>	has the meaning ascribed to it in Clause 8.01(b) of this Scheme;
<b>“Shares”</b>	means shares of US\$0.0001 each (or of such other nominal amount as shall result from a sub-division, consolidation, re-classification or re-construction of such shares from time to time) of the Company;
<b>“Shareholders”</b>	means the holders of Shares;
<b>“Subsidiary”</b>	means a company which is for the time being and from time to time a subsidiary of the Company;

“ <b>substantial shareholder</b> ”	has the meaning ascribed thereto under the Listing Rules;
“ <b>treasury shares</b> ”	has the meaning ascribed thereto under the Listing Rules; and
“ <b>US\$</b> ”	United States dollars.

1.02 In this Scheme save as where the context otherwise requires:

- (a) clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Scheme;
- (b) references herein to Clauses are to clauses 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 singular shall include the plural and vice versa;
- (e) expressions in any gender shall include other genders; and
- (f) references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organisations, associations, enterprises, branches and entities of any other kind.

## 2. CONDITIONS

2.01 This Scheme shall take effect conditional upon:

17.02(1)

- (a) the passing of a necessary resolution to approve and adopt this Scheme by the Shareholders at the Company’s general meeting; and
- (b) the Listing Committee (as defined in the Listing Rules) granting approval of the listing of, and permission to deal in, such number of Shares to be issued by the Company pursuant to the exercise of Options which may be granted under this Scheme.

Since the Amendment Date, the previous share option scheme adopted on 10 June 2021 shall be replaced in its entirety with this Scheme, provided that the options granted before the Amendment Date shall continue to be effective and exercisable in accordance with the terms and conditions thereunder.

## 3. PURPOSE, DURATION AND ADMINISTRATION

3.01 The purpose of this Scheme is to enable the Company to grant Options to selected Eligible Participants as incentives or rewards for their contribution to the Group

17.03(1)

and/or to enable the Group to recruit and retain high caliber employees and attract human resources that are valuable to the Group and any Related Entity.

- 3.02 Subject to Clause 13, this Scheme shall be valid and effective for a period of ten (10) years commencing on the Amendment Date, after which period no further Options will be granted but the provisions of this Scheme shall remain in full force and effect in all other respects. Options complying with the provisions of the Listing Rules which are granted during the duration of this Scheme and remain unexercised immediately prior to the end of the ten-year period shall continue to be exercisable in accordance with their terms of grant within the Option Period for which such Options are granted, notwithstanding the expiry of this Scheme. 17.03(11)
- 3.03 This Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to this Scheme or its interpretation or effect (save as otherwise provided herein) shall be final and binding on all parties.
- 3.04 This Scheme is funded by new Shares (including treasury shares). In this Scheme, references to new Shares include treasury shares, and references to the issue of Shares include the transfer of treasury shares.

#### **4. GRANT OF OPTIONS**

- 4.01 On and subject to the terms of this Scheme, the Board shall be entitled at any time and from time to time within ten (10) years after the Amendment Date to offer to grant to any Eligible Participant as the Board may in its absolute discretion select, and subject to such conditions as the Board may think fit, an Option to subscribe for such number of Shares as the Board may determine at the Exercise Price PROVIDED THAT the granting of an Option under this Scheme to any Grantee which is a company or is a discretionary object of an Eligible Participant shall be subject to the execution by the Grantee or trustee and/or the beneficial owners in favour of the Company of an undertaking not to effect or permit any change in ultimate beneficial ownership of the Grantee so long as the Option so granted to the Grantee or any part thereof remains exercisable. For the avoidance of doubt, the grant of any options by the Company for the subscription of Shares or other securities of the Group to any person who fall within any of the classes of Eligible Participants shall not, by itself, unless the Board otherwise determines, be construed as a grant of Option under this Scheme.
- 4.02 The eligibility of any of the class of Eligible Participants to the grant of any Option shall be determined by the Board from time to time. 17.03(2)

In determining the eligibility of Employee Participants, the Board may consider factors including (a) his/her present and historical contribution and expected contribution to the Group; (b) the general financial condition of the Group; (c) responsibilities or employment conditions according to the prevailing market practice and industry standard; (d) the length of employment or engagement with the Group; and (e) the Group's overall business objectives and future development plan.

In determining the eligibility of Related Entity Participants, the Board may consider factors including (a) his/her relationship with the Group and any Related Entities; (b) his/her knowledge, experience, time commitment, responsibilities; and (c) his/her



contribution or potential contribution to the development and growth of the Group and any Related Entities.

In determining the eligibility of Service Providers, the Board may consider factors including (a) their skill, knowledge and expertise including its capability and technical know-how; (b) their experience and network in the relevant industry; (c) the frequency of collaboration and length of business relationship with the Group; (d) the materiality and nature of business relationship with the Group; the actual and/or potential contribution to the Group's business, in particular, whether such Service Providers could bring positive impacts to the Group's business, such as increase in revenue or profits or a reduction in costs attributable to or brought by the services provided.

4.03 No offer of grant of Option shall be made after inside information has come to the knowledge of the Company until (and including) the trading day after the Company has announced such information in accordance with Rule 2.07C of the Listing Rules. In particular, no option may be granted during the period of thirty (30) days immediately preceding the earlier of:

17.05

(a) the date of the Board meeting (as such date is first notified to the Exchange in accordance with Rule 13.43 of the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or other interim period (whether or not required under the Listing Rules); and

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

and ending on the date of the results announcement. The period during which no Option may be granted will cover any period of delay in the publication of a results announcement.

No grant of Option to a Director shall be allowed during the period prohibited by the Model Code for Securities Transactions by Directors of Listed Issuers of the Listing Rules. If any Option is proposed to be granted to a Director, it shall not be granted, accepted or vested on any day on which the financial results of the Company are published and during the period of: (i) 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and (ii) 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

4.04 An offer of the grant of an Option shall be made to an Eligible Participant by letter 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 and shall remain open for acceptance by the Eligible Participant concerned for a period of seven (7) days from the date upon which it is made PROVIDED THAT no such offer shall be open for

acceptance after the tenth anniversary of the Amendment Date or after this Scheme has been terminated.

- 4.05 An Option shall be deemed to have been granted and accepted (with retrospective effect from the Offer Date) when the duplicate letter comprising acceptance of the Option duly signed by the Grantee with the number of Shares in respect of which offer is accepted clearly stated therein. No consideration is payable by the Grantee on application or acceptance of the offer. 17.03(8)
- 4.06 Any offer of the grant of an Option may be accepted in respect of less than the number of Shares in respect of which it is offered provided that it is accepted in respect of such number of Shares as represents a board lot for the time being for the purposes of trading on the Exchange or an integral multiple thereof. To the extent that the offer of the grant of an Option is not accepted within seven (7) days from the date upon which it is made in the manner indicated in Clause 4.05, it will be deemed to have been irrevocably declined and lapsed automatically.
- 4.07 Each grant of Options to a Director, chief executive (other than a proposed Director or a proposed chief executive of the Company) or substantial shareholder or any of their respective associates, under this Scheme or any other share schemes of the Company or any of its subsidiaries shall be subject to approval by the independent non-executive Directors (excluding any independent non-executive Director who is a Grantee of the Options). 17.04  
17.04(1)
- 4.08 Where any grant of Options 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 options and awards granted (excluding any options and awards lapsed in accordance with the terms of the respective share schemes) to such person in the Relevant Period (as defined in Clause 8.02(a) below) representing in aggregate over 0.1% of the Shares in issue (excluding treasury shares), such further grant of options and/or awards must be approved by the Shareholders in such manner as required under the Listing Rules. The Company shall send a circular to all Shareholders, which must contain all relevant information and comply with all relevant requirements as set out in the Listing Rules. Such Eligible Participant, his/her associates and all core connected persons of the Company must abstain from voting in favour at such general meeting. 17.04(3)-(5)

## 5. EXERCISE PRICE 17.03(9)

The Exercise Price in respect of any Option shall be such price as determined by the Board in its absolute discretion at the time of the grant of the relevant Option (and shall be stated in the letter containing the offer of the grant of the Option) but in any case the Exercise Price shall be at least the higher of:

- (a) the closing price of the Shares as stated in the Exchange's daily quotation sheet on the date of grant, which must be a Business Day; and
- (b) the average closing price of the Shares as stated in the Exchange's daily quotations sheets for the five (5) Business Days immediately preceding the date of grant.

Without prejudice to the generality of the foregoing, the Board may grant Options in respect of which the Exercise Price is fixed at different prices for different periods during the Option Period provided that the Exercise Price for Shares for each of the different period shall not be less than the Exercise Price determined in the manner set out in this Clause 5.

## **6. EXERCISE OF OPTIONS**

- 6.01 An Option shall be personal to the Grantee and shall not be assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any Option. Any breach of the foregoing shall entitle the Company to cancel any outstanding Option or part thereof granted to such Grantee. 17.03(17)
- 6.02 An Option may be exercised in whole or in part in the manner as set out in Clauses 6.03 and 6.04 by the Grantee (or, as the case may be, his or her legal personal representative(s)) within the Option Period giving notice in writing to the Company 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 payment for the full amount of the Exercise Price for the Shares in respect of which the notice is given. Within thirty (30) days after receipt of the notice and the payment and, where appropriate, receipt of the certificate of the Company's independent financial adviser or Auditors pursuant to Clause 9, the Company shall allot the relevant Shares to the Grantee (or his or her legal personal representative(s)) credited as fully paid and issue to the Grantee (or his or her legal personal representative(s)) a share certificate in respect of the Shares so issued and allotted.
- 6.03 Options granted to a Grantee under this Scheme may only become exercisable in accordance with the following vesting schedule, and the vesting period shall in no case be less than twelve (12) months: 17.03(6)
- (a) one-third of the Shares which are subject to the Options so granted to him/her (rounded down to the nearest whole number) shall be exercisable at any time during the period commencing on the first anniversary of the Offer Date and ending at the end of the Option Period;
  - (b) one-third of the Shares which are subject to the Options so granted to him/her (rounded down to the nearest whole number) shall be exercisable at any time during the period commencing on the second anniversary of the Offer Date and ending at the end of the Option Period; and
  - (c) the remaining number of the Shares which are subject to the Options so granted to him/her shall be exercisable at any time during the period commencing on the third anniversary of the Offer Date and ending at the end of the Option Period.
- 6.04 Subject as hereinafter provided in this Scheme, the Option may be exercised by the Grantee (or his or her legal personal representative(s)) at any time during the Option Period in accordance with and subject to Clause 6.03 and this Clause 6.04:

- (a) if the Grantee is under employment with the Company and/or any of the Subsidiaries or the Related Entities, in the event of the Grantee ceasing to be an Eligible Participant by reason of such Grantee's resignation from the employment of the Company or of any of the Subsidiaries or the Related Entities or the termination of his or her employment by the Company or the relevant Subsidiary or Related Entity or the expiry of his or her employment with the Company or the relevant Subsidiary or Related Entity other than the termination of his or her employment on one or more of the grounds specified in Clause 7(e), the Grantee may exercise the Option up to his or her entitlement at such date of cessation (to the extent not already exercised) on or before the date of such cessation, which date shall be the last actual working day on which the Grantee was at work with the Company, or the relevant Subsidiary or Related Entity, on which salary is paid whether in lieu of notice or not, or such longer period as the Board may determine;
- (b) if the Grantee is under employment with the Company and/or any of the Subsidiaries or the Related Entities, in the event of the Grantee ceasing to be an Eligible Participant by reason of his or her ill-health or retirement, the Grantee may, subject to Clause 7(a), exercise the Option up to his or her entitlement at such date of cessation (to the extent not already exercised) within the period of twelve (12) months following the date of such cessation, which date shall be the last actual working day on which the Grantee was at work with the Company, or the relevant Subsidiary or Related Entity, on which salary is paid whether in lieu of notice or not, or such longer period as the Board may determine;
- (c) if the Grantee is under employment with the Company and/or any of the Subsidiaries or the Related Entities, in the event of the Grantee ceasing to be an Eligible Participant by reason of his or her death, the legal personal representative(s) of the Grantee may, notwithstanding Clause 7(a), exercise the Option up to the Grantee's entitlement at such date of cessation (to the extent not already exercised) within the period of twelve (12) months following the date of his or her death (or such longer period as the Board may determine);
- (d) in the event of a general or partial offer, whether by way of take-over offer, share re-purchase offer, or scheme of arrangement or otherwise in like manner is made to all the holders of Shares, or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror, the Company shall use all reasonable endeavours to procure that such offer is extended to all the Grantees on the same terms, *mutatis mutandis*, and assuming that they will become, by the exercise in full of the Options granted to them, shareholders of the Company. If such offer becomes or is declared unconditional, a Grantee shall be entitled to exercise his or her or its Option (to the extent not already exercised) to its full extent or to the extent specified in the Grantee's notice to the Company in exercise of his or her or its Option at any time before the close of such offer (or any revised offer);
- (e) in the event a notice is given by the Company to its members to convene a

17.03(10)

17.03(10)

general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all Grantees (together with a notice of the existence of the provisions of this Clause) and thereupon, each Grantee (or where permitted under Clause 6.04(c), his or her legal personal representative(s)) shall be entitled to exercise all or any of his or her or its Options (to the extent which has become exercisable and not already exercised) at any time not later than two (2) Business Days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate Exercise Price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid, which Shares shall rank *pari passu* with all other Shares in issue on the date prior to the passing of the resolution to wind-up the Company to participate in the distribution of assets of the Company available in liquidation; and

- (f) in the event of a compromise or arrangement between the Company and its creditors (or any class of them) or between the Company and its members (or any class of them), in connection with a scheme for the reconstruction or amalgamation of the Company, the Company shall give notice thereof to all Grantees on the same day as it gives notice of the meeting to its members or creditors to consider such a scheme or arrangement, and thereupon any Grantee (or where permitted under Clause 6.04(c), his or her legal personal representative(s)) may forthwith and until the expiry of the period commencing with such date and ending with the earlier of the date falling two (2) calendar months thereafter and the date on which such compromise or arrangement is sanctioned by Court be entitled to exercise his or her or its Option (to the extent which has become exercisable and not already exercised), but the exercise of the Option shall be conditional upon such compromise or arrangement being sanctioned by the Court and becoming effective. The Company may thereafter require such Grantee to transfer or otherwise deal with the Shares issued as a result of such exercise of his or her or its Option so as to place the Grantee in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement.

- 6.05 There is no performance target that has to be achieved before the exercise of any Option. 17.03(7)
- 6.06 Notwithstanding the terms and conditions of this Scheme, if any of the following events shall occur during the Option Period: 17.03(19)
- (a) there being a material misstatement in the audited financial statements of the Company that requires a restatement; and

- (b) the Grantee being guilty of fraud, gross negligence or persistent or serious or wilful misconduct,

the Board (upon considering the recommendations of the senior management) may (but is not obliged to) by notice in writing to the grantee concerned:

- (a) claw back such number of Options (to the extent not already exercised) granted as the Board may consider appropriate; or
- (b) extend the vesting period (regardless of whether the initial vesting date has occurred) in relation to all or any of the Options (to the extent not already exercised) to such longer period as the Board may consider appropriate.

The Options that are clawed back pursuant to the above shall be regarded as cancelled, and the Options so cancelled shall be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.

- 6.07 No dividends will be payable and no voting rights will be exercisable in relation to an Option that has not been exercised. The Shares to be issued and allotted upon the exercise of an Option will be subject to all the provisions of the Articles of Association of the Company for the time being in force and will rank *pari passu* in all respects with the fully paid Shares in issue on the date of allotment of the Shares (on exercise of the Option) (the “**Allotment Date**”) and accordingly will entitle the holders to participate in all dividends or other distributions paid or made on or after the Allotment Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made with respect to a record date which shall be before the Allotment Date, PROVIDED ALWAYS THAT when the Allotment Date falls on a day upon which the register of members of the Company is closed then the allotment upon the exercise of the Option shall become effective on the first Business Day on which the register of members of the Company is re-opened. A Share allotted upon the exercise of an Option shall not carry any dividend right and voting rights until the completion of the registration of the Grantee as the holder thereof.
- 17.03(10),  
(15)

## 7. LAPSE OF OPTION

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

17.03(12)

- (c) the expiry of the Option Period;
- (d) the expiry of any of the periods referred to in Clause 6.04(b) or (c);
- (e) the date on which the offer (or as the case may be, revised offer) referred to in Clause 6.04(d) , which has become or is declared unconditional, closes;
- (f) the date of the commencement of the winding-up of the Company referred to in Clause 6.04(e);
- (g) if the Grantee is under employment with the Company and/or any of the

Subsidiaries or Related Entities, the date on which the Directors determine that the Grantee ceases to be an Eligible Participant by reason of the termination of his or her employment on any one or more of the grounds that: he or she has been guilty of misconduct or has found to have breached the terms of employment during his or her employment (regardless of whether such employment contract has already been terminated) leading to a material loss or damage to the Group, or his or her employment has terminated by reason of the failure of such employment to pass the annual evaluation, or has become bankrupt or insolvent 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 (if so determined by the Board) on any other ground on which an employer would be entitled to terminate his or her employment at law or pursuant to any applicable laws or under the Grantee's service contract with the Company or the relevant Subsidiary or the relevant Related Entity. A resolution of the Board or the board of directors of the relevant Subsidiary or the board of directors of the relevant Related Entity to the effect that employment of a Grantee has or has not been terminated on one or more of the grounds specified in this Clause 7(e) shall be conclusive and binding on the Grantee;

- (h) the date when the proposed compromise or arrangement becomes effective referred to in Clause 6.04(f);
- (i) the date on which the Grantee commits a breach of Clause 6.01 or the Options are cancelled in accordance with Clause 14; or
- (j) if the Directors at their absolute discretion determine that the Grantee (other than an Eligible Participant) or his or her or its associate has committed any breach of any contract entered into between the Grantee or his or her or its associate on the one part and any member of the Group or any Related Entity on the other part or that the Grantee has become bankrupt or insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made any arrangement or composition with his or her or its creditors generally, the Directors shall determine that the outstanding Options granted to the Grantee (whether exercisable or not) shall lapse and in such event, his or her or its Options will lapse automatically and will not in any event be exercisable on or after the date on which the Directors have so determined.

## 8. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION

- 8.01 (a) The maximum number of Shares which may be issued in respect of all options and awards to be granted under this Scheme and any other share schemes of the Company (including options or awards have been cancelled but excluding those lapsed in accordance with the terms of the respective share schemes) shall not exceed 195,377,599 Shares, representing ten (10) per cent. of the total number of Shares in issue (excluding treasury shares) on the Amendment Date (the "**Scheme Mandate Limit**").
- (b) Within the Scheme Mandate Limit, the maximum number of Shares which may be issued in respect of all Options and awards to be granted to Service

17.03(3)  
17.03B

Providers shall not exceed 19,537,759 Shares, representing one (1) per cent. of the total number of Shares in issue (excluding treasury shares) on the Amendment Date (the “**Service Provider Sublimit**”). The Service Provider Sublimit shall be separately approved by the Shareholders at general meeting.

- (c) Subject to Clauses 8.01(a) and 8.01(b), the Company may seek approval of the Shareholders in general meeting for refreshing the Scheme Mandate Limit and the Service Provider Sublimit every three years after the Amendment Date or the date of Shareholders’ approval for the last refreshment, as the case may be. However, the Scheme Mandate Limit as refreshed shall not exceed ten (10) per cent. of the total number of Shares in issue (excluding treasury shares) as at the date of approval of the refreshed scheme mandate. Any refreshment within any three year period must be approved by the Shareholders subject to the following provisions: (i) any controlling shareholders (as defined in the Listing Rules) and their associates (or if there is no controlling shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting; and (ii) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules. 17.03C

For the purpose of seeking the approval of Shareholders under this Clause 8.01(c), a circular containing the information required under the Listing Rules must be sent to the Shareholders.

- 8.02 (a) The total number of Shares issued and to be issued in respect of all options and awards granted to each Eligible Participant under this Scheme and any other share schemes of the Company (excluding any options and awards lapsed in accordance with the terms of the respective share schemes) in the 12-month period up to and including the date such grant (the “**Relevant Period**”) shall not exceed one (1) per cent. of the total number of Shares in issue (excluding treasury shares) (the “**Individual Limit**”) from time to time. 17.03(4)
- (b) Any further grant to an Eligible Participant which would result in the Shares issued and to be issued exceeding the Individual Limit shall be separately approved by the Shareholders in general meeting with such Eligible Participant and his/her close associates (or associates if such Eligible Participant is a connected person) abstaining from voting. The Company must send a circular containing the information required under the Listing Rules to the Shareholders. The number and terms (including the Exercise Price) of the Options to be granted to such Eligible Participant must be fixed before the Shareholders’ approval and the date of Board meeting for proposing such further grant of Option should be taken as the date of grant for the purpose of calculating the Exercise Price.

- 8.03 The maximum number of Shares referred to in this Clause 8 may be adjusted, in such manner as the Company’s independent financial adviser or Auditors, as the Board may select, (acting as experts and not as arbitrators) shall certify in writing to the Board to be in their opinion appropriate, fair and reasonable in accordance with Clause 9. 17.03(13)



## **9. EFFECTS OF ALTERATIONS OF CAPITAL STRUCTURE**

In the event of any alteration in the capital structure of the Company whilst any Option remains exercisable, whether by way of capitalisation issue, rights issue, subdivision or consolidation of Shares or reduction of capital (other than an issue of Shares as consideration in respect of a transaction to which the Company is a party), such corresponding alterations (if any) shall be made in accordance with the guidance of the Exchange issued from time to time, including, among others:

- (a) the number or nominal amount of Shares subject to any Option so far as unexercised; and/or
- (b) the Exercise Price; and/or
- (c) the method of exercise of the Option; and/or
- (d) the maximum number of Shares referred to in Clause 8.01,

PROVIDED THAT any alteration shall be made on the basis that the proportion of the issued share capital of the Company to which a Grantee is entitled after such alteration shall remain the same, rounded to the nearest whole Share, as that to which he or she or it was entitled before such alteration and that the aggregate Exercise Price payable by a Grantee on the full exercise of any Option after such alteration shall remain as nearly as possible the same (but shall not be greater than) as it was before such event, but no such alteration shall be made the effect of which would be to enable any Share to be issued at less than the nominal value of the Shares or to give the advantage of Grantees without specific prior Shareholders' approval. No adjustment will be required in circumstances where there is an issue of Shares or other securities of the Group as consideration in a transaction. 17.03(13)

In addition, in respect of any such alteration as provided in this Clause 9 other than any alteration made on a capitalisation issue, the Company's independent financial adviser or the Auditors (as the Board may select) must confirm in writing to the Directors that the alteration satisfy the requirements of the relevant provision of the Listing Rules and the supplementary guidance on the interpretation of the Listing Rules issued by the Exchange from time to time.

The capacity of the independent financial adviser or the Auditors in this Clause 9 is that of experts and not of arbitrators and their certification shall be final and binding on the Company and the Grantees.

The costs of the independent financial advisers or the Auditors shall be borne by the Company.

## **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 all outstanding Options from time to time.

## **11. DISPUTES**

Any dispute arising in connection with this Scheme (whether as to the number of Shares being the subject of an Option, the amount of the Exercise Price, or otherwise) shall be referred to the decision of the independent financial adviser or the Auditors (as the Board may select) 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.

## **12. ALTERATION OF THIS SCHEME**

12.01 Subject to Clause 12.02 below and the compliance with the Listing Rules, this Scheme may be altered in any respect by a resolution of the Board except that: 17.03(18)

- (a) any alterations to the terms and conditions of this Scheme which are of a material nature;
- (b) any change to the authority of the Board to alter the terms of this Scheme; and
- (c) any alteration to the provisions of this Scheme in relation to the matters set out in Rule 17.03 of the Listing Rules to the advantage of the Eligible Participants,

must be approved by the Shareholders in general meeting. This Scheme so altered must comply with the applicable provisions of the Listing Rules.

12.02 Subject to compliance with the Listing Rules, any change to the terms of the Options granted to a Grantee must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Options was approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders correspondingly. This requirement does not apply where alterations take effect automatically under the existing terms of this Scheme. This Scheme so altered must comply with the applicable provisions of the Listing Rules.

12.03 The Company must provide to all Grantees all details relating to changes in the terms of this Scheme during the life of this Scheme immediately upon such changes taking effect.

## **13. TERMINATION**

The Company, by resolution in general meeting, or the Board may at any time terminate the operation of this Scheme and in such event no further Option will be offered but the provisions of this Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of the Options (to the extent not already exercised) granted prior to the termination or otherwise as may be required in accordance with the provision of this Scheme. Options (to the extent not already exercised) granted prior to such termination shall continue to be valid and exercisable in accordance with this Scheme.

17.03(16)

## **14. CANCELLATION OF OPTIONS**

- 14.01 The Company may cancel an Option granted but not exercised with the approval of the Grantee of such Option. 17.03(14)
- 14.02 Cancelled Options will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.
- 14.03 Where the Company cancels Options and makes a new grant to the same Eligible Participant, such new grant may only be made under this Scheme with available unissued Options within the limit approved by the Shareholders as mentioned in Clause 8.01.
- 14.04 For the avoidance of doubt, Options which have been exercised shall not be regarded as cancelled Options.

## **15. GENERAL**

- 15.01 The Company shall bear the costs of establishing and administering this Scheme.
- 15.02 The Company shall provide a summary of the terms of this Scheme to all Grantees upon their joining this Scheme and a copy of the rules of this Scheme to any Grantee who requests such a copy.
- 15.03 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 as notified to the Grantees from time to time and, in the case of Grantees, their respective residential address, registered address or principal place of business as notified to the Company from time to time.
- 15.04 Any notice or other communication served by post:
- (a) by the Company shall be deemed to have been served twenty-four (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.
- 15.05 The Grantee shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction in order to permit the grant or exercise of the Option. The Company shall not be responsible for any failure by a Grantee to obtain any such consent or for any tax or other liability to which a Grantee may become subject as a result of his or her or its participation in this Scheme.
- 15.06 By accepting an Option, a Grantee shall be deemed irrevocably to have accepted the grant of Option subject to the provisions of this Scheme and to have waived any entitlement, by way of compensation for loss of office or otherwise howsoever, to any sum or other benefit to compensate him or her or it for loss of any rights under this Scheme.

15.07 This Scheme shall not form part of any contract of employment or services between the Company, any member of the Group or any Related Entity (as appropriate) and any Eligible Participant and the rights and obligations of any Eligible Participant under the terms of his/her office or employment shall not be affected by his/her participation in this Scheme or any right which he/she may have to participate in it and this Scheme shall afford such an Eligible Participant no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason. This Scheme shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company.

## **16. GOVERNING LAW**

This Scheme and all Options granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.