

ETERNITY INVESTMENT LIMITED

RULES RELATING TO SHARE AWARD SCHEME

(Amended, approved and adopted by shareholders at a special general meeting on [•])

I, Lei Hong Wai, a director of Eternity Investment Limited, hereby certify that the rules of the Share Award Scheme hereto attached were adopted by the shareholders of the Company on [•], 2024 and that the date below is the "**Adoption Date**" as defined in such rules;

Adoption Date:

Name : Lei Hong Wai

Position : Director

I N D E X

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1. DEFINITIONS AND INTERPRETATION

1.1 In this Scheme, except where the context otherwise requires, the following expressions have the following meanings:

- “Adoption Date”** the date on which this Scheme is adopted by an ordinary resolution passed by the Shareholders in a general meeting of the Company.
- “associate(s)”** shall have the meaning ascribed thereto under the Listing Rules.
- “Award”** a provisional award of the Awarded Shares made in accordance with paragraph 3.
- “Award Notice”** the notice to be sent to the Trustee upon the making of an Award containing the particulars referred to in paragraph 3.4.
- “Awarded Share(s)”** the Share(s) provisionally awarded to a Selected Participant pursuant to an Award.
- “Board”** the board of directors of the Company, such committee or such sub-committee or person(s) delegated with the power and authority by the board of directors of the Company to administer this Scheme.
- “Business Day”** any day (other than Saturday or Sunday) on which the Stock Exchange is open for the trading of securities and on which banking institutions in Hong Kong are open generally for normal banking business.
- “Bye-laws”** the bye-laws of the Company as adopted or amended from time to time.
- “Companies Act”** the Companies Act 1981 of Bermuda (as amended).
- “Company”** Eternity Investment Limited, a company incorporated in Bermuda under the Companies Act as an exempted company and whose Shares are listed on the Main Board of the Stock Exchange (stock code: 764).
- “Connected Person”** shall have the meaning ascribed thereto under the Listing Rules.
- “Directors”** the director(s) of the Company for the time being or the member(s) of a duly authorised committee thereof.
- “Earliest Vesting Date”** shall have the meaning as set out in paragraph 3.4(C).

17.03(2)
17.03A(1)(a)

“Eligible Participant”	any person belonging to the following classes of participants:	17.03(2) 17.03A(2)
	<ul style="list-style-type: none"> (a) the Employee Participant; (b) the Related Entity Participants and; (c) the Service Providers, 	
	provided that the Board may have absolute discretion to determine whether or not one falls within the above category.	
“Employee Participant”	any Director or employee (whether full-time or part-time) of the Company or any of its subsidiaries (including those who are granted Awards under this Scheme as an inducement to enter into employment contracts with these companies).	
“Excluded Participant”	any Eligible Participant who is resident in a place where an Award and/or the vesting and transfer of Awarded Shares pursuant to the terms of this Scheme is not permitted under the laws or regulations of such place or where in the view of the Board or the Trustee (as the case may be) compliance with applicable laws or regulations in such place make it necessary or expedient to exclude such Eligible Participant.	
“Further Shares”	Shares purchased and/or subscribed for by the Trustee out of net proceeds of sale of non-cash and non-scrip distributions declared and distributed by the Company in respect of Shares held upon the trust constituted by the Trust Deed.	
“Gift Contribution”	shall have the meaning as set out in paragraph 4.4.	
“Group”	the Company and the Subsidiaries.	
“Group Contribution”	shall have the meaning as set out in paragraph 4.2.	
“Group Contribution Threshold”	shall have such meaning as set out in paragraph 4.2(A) in respect of any particular financial year.	
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong.	
“Hong Kong”	the Hong Kong Special Administrative Region of The People's Republic of China.	
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time.	
“New Approval Date”	shall have the meaning as set out in paragraph 7.4.	
“Other Distributions”	shall have the meaning as set out in paragraph 5.5(A).	

“Partial Lapse”	shall have the meaning as set out in paragraph 6.4.
“Personal Representative(s)”	the person or persons who, in accordance with the laws of succession applicable in respect of the death of a Selected Participant (being an individual), is or are entitled to the Awarded Shares to be vested in such Selected Participant.
“Related Entity Participants”	any Director and employees (whether full-time or part-time) of the holding companies, fellow subsidiaries or associated companies of the Company.
“Residual Cash”	being cash remaining in the trust fund in respect of an Awarded Share and a Returned Share (including interest income derived from deposits maintained with licensed banks in Hong Kong, and cash which has not been applied in the acquisition of Further Shares).
“Request”	shall have the meaning as set out in paragraph 8.3.
“Returned Shares”	such Awarded Shares and Other Distributions which are not vested and/or forfeited in accordance with the terms of this Scheme (whether as a result of a Total Lapse or a Partial Lapse or otherwise), or was forfeited in accordance with the terms of this Scheme, or such Shares being deemed to be Returned Shares.
“Scheme”	the "Share Award Scheme" constituted by the rules hereof, in its present form or as may be altered from time to time in accordance with paragraph 11.
“Scheme Mandate Limit”	shall have the meaning as set out in paragraph 7.1.
“Service Provider(s)”	any person (whether a natural person, a corporate entity or otherwise) who provide services to any member of the Group in 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, as further identified in paragraphs 3.3(B) and 3.3(C) of this Scheme where the continuity and frequency of their services are akin to those of employees of the Group, excluding any placing agent or financial adviser providing advisory services for fundraising, mergers or acquisitions, or any professional service provider such as auditor or valuer who provides assurance, or is required to perform its services with impartiality and objectivity.
“Service Provider Sublimit”	shall have the meaning as set out in paragraph 7.2.
“Selected Participant”	any Eligible Participant for whom Shares have been provisionally set aside pursuant to an Award or (where the context so permits and as referred to in paragraph 5.1) his/her Personal Representative.

“Shareholder(s)”	the holder(s) of Share(s).
“Shares”	ordinary shares of HK\$0.01 each in the share capital of the Company, or if there has been a sub-division, consolidation, reclassification or reconstruction or reduction or reorganisation of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company of such other nominal amount as shall result from any of such sub-division, consolidation, re-classification or re-construction or reduction or reorganisation.
“Shares Pool”	shall have the meaning as set out in paragraph 4.1.
“SPV”	shall have the meaning as set out in paragraph 4.2(I).
“Stock Exchange”	The Stock Exchange of Hong Kong Limited or, if the context so requires, other principal stock exchange in Hong Kong for the time being or such other stock exchange which is the principal stock exchange (as determined by the Board) on which the Shares are for the time being and from time to time listed or traded.
“Subsidiary”	any subsidiary(ies) of the Company for the time being within the meaning of Part 1, Division 4 of the Companies Ordinance.
“Total Lapse”	shall have the meaning as set out in paragraph 6.3.
“Trust Deed”	the trust deed (if applicable) to be executed by the Company as settlor and the Trustee as trustee in respect of Shares and other trust fund (if any) to be held by the Trustee subject to the terms thereof, as amended from time to time.
“Trustee”	such trustee or trustees (if any) as shall be from time to time appointed by the Company for the administration of Shares and other trust assets to be held by the Trustee for the implementation of this Scheme pursuant to and in accordance with the terms of the Trust Deed (including any SPV as defined under clause 4.2(I)) and to the extent that the trustee is a committee, it must comprise a majority of the independent non-executive Directors.
“Vesting Date”	in relation to any Selected Participant, the date on which the legal and beneficial ownership of the Awarded Shares are transferred to and vested in such Selected Participant pursuant to an Award as referred to in paragraph 5.4.
“Vesting Period”	in relation to any Selected Participant, the period commencing on the date on which the Awarded Shares have been provisionally set aside pursuant to an Award to such Selected Participant as referred to in paragraph 4.1 and ending on the Vesting Date (both dates inclusive).

- 1.2 In this rules:
- (A) the headings are for ease of reference only and shall be ignored in construing these rules of this Scheme;
 - (B) references to paragraphs or sub-paragraphs are references to paragraphs or sub-paragraphs hereof;
 - (C) words importing the singular include the plural and vice versa;
 - (D) words importing one gender include both genders and the neuter and vice versa;
 - (E) references to persons include bodies corporate and unincorporated;
 - (F) references to any statutory provisions or rules prescribed by any statutory bodies shall include the same as from time to time amended, consolidated and re-enacted; and
 - (G) references to any statutory body shall include the successor thereof and any body established to replace or assume the functions of the same.

2. PURPOSES, ADMINISTRATION AND DURATION

- 2.1 The purpose of this Scheme is, through an award of Shares, to: 17.03(1)
- (A) recognise the contributions by certain Eligible Participants and to provide them incentives in order to retain them for the continual operation and development of the Group; and
 - (B) to attract suitable personnel for further development of the Group.
- 2.2 This Scheme shall be subject to the administration of the Board whose decisions on all matters arising in relation to this 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:
- (A) the powers of the Trustee as provided under the Trust Deed, or
 - (B) the powers of the remuneration committee of the Board (or such committee or such sub-committee or person(s) delegated with such power and authority by the Board) on recommending and/or deciding (on and subject to the terms and conditions provided under this Scheme) the selection of the Selected Participants, the number of Awarded Shares to be awarded to the respective Selected Participants and other related matters as expressly provided under this Scheme.
- 2.3 A Selected Participant shall ensure that the acceptance, vesting and the holding of any Awarded Shares under this Scheme and the exercise of all rights attaching thereto are valid and comply with all laws, legislation and regulations including all

applicable exchange control, fiscal and other laws to which he/she is subject. The Board may, as a condition precedent of making an Award, require an Eligible Participant to produce such evidence as it may reasonably require for such purpose.

- 2.4 Subject to paragraph 12, this Scheme shall be valid and effective for a term of ten (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 this 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.

17.03(11)

3. AWARD OF SHARES

- 3.1 The Board shall, subject to and in accordance with these rules of this Scheme, be entitled (but shall not be bound) to, at any time during the continuation of this Scheme, make an Award out of the Shares Pool to any of the Eligible Participants (excluding any Excluded Participant) such number of issued Shares, fully paid or credited as fully paid, as the Board shall, subject to paragraph 7, determine (including the imposition of conditions of vesting) pursuant to these rules of this Scheme. For the avoidance of doubt:

- (A) until so selected, no Eligible Participant shall be entitled to participate in this Scheme;
- (B) the Board shall not make any Award unless and until it has received confirmation from the Trustee or SPV (as the case may be) as to the number of Shares held under the Shares Pool and which are not already the subject of any Awards;
- (C) the number of Awarded Shares to be provisionally awarded by the Board to any Selected Participant (or, where the Board at the same meeting is to consider the making of any Awards to two or more Selected Participants, the total number of Awarded Shares to be provisionally awarded to such Selected Participants) shall not exceed the difference between the following:

TT-LL

where

TT = the total number of Shares held under the Shares Pool, and

LL = the aggregate number of (i) Shares which have been provisionally awarded under this Scheme and which then remain outstanding, and (ii) Shares which are proposed to be considered and approved at the same meeting to be provisionally awarded to other Selected Participants

- 3.2 Without prejudice to paragraph 4.2,

- (A) the making of an Award to any Connected Person or their respective associates must be approved by the independent non-executive Directors

(excluding any independent non-executive Director to whom an Award is proposed to be granted).

- (B) The maximum number of Shares issued or to be issued in respect of all options and awards granted to a Selected Participant at any one time or in aggregate under the Scheme and all other share schemes (excluding any options and awards lapsed in accordance with the terms of the respective share schemes) in any 12-month period up to and including the date of such relevant grant should not exceed 1% of the issued share capital of the Company (excluding treasury Shares) (the “**Individual Limit**”). Where any grant to a Selected Participant may result in exceeding the Individual Limit, the Company shall not grant such Shares unless it is separately approved beforehand by the Shareholders in general meeting, with such Selected Participant and his close associates (or associates if the Selected Participant is a connected person) abstaining from voting. The number and terms of awards to be granted to such Selected Participant must be fixed before the Shareholders’ approval. 17.03(4)
- (C) Where any grant to a Director (other than an independent non-executive Director) or chief executive of the Company, or any of his associates would result in the Shares issued and to be issued in respect of all awards granted to such person under the Scheme and all other share award schemes (excluding any awards lapsed in accordance with the terms of the respective share award schemes) in any 12-month period up to and including the date of such relevant grant, representing in aggregate over 0.1% of the issued share capital of the Company (excluding treasury Shares), such further grant must be approved beforehand by the Shareholders in general meeting, with such Selected Participant, his associates and all core connected persons of the Company abstaining from voting in favour at such general meeting.
- (D) Where any grant to an independent non-executive Director or substantial shareholder of the Company, or any of his associates would result in the Shares issued and to be issued in respect of all options and awards granted to such person under the Scheme and all other share schemes (excluding any options or awards lapsed in accordance with the terms of the respective share schemes) in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the issued share capital of the Company (excluding treasury Shares), such grant must be approved beforehand by the Shareholders in general meeting, with such Selected Participant, his associates and all core connected persons of the Company abstaining from voting in favour at such general meeting.

3.3 The eligibility of each of the Selected Participant shall be determined by the Board or a committee of the Board from time to time and on a case-by-case basis.

For Employee Participants, the Board will generally consider, amongst others, (i) their educational and professional qualifications, and knowledge in the industry; (ii) their skills, knowledge, experience, expertise and other relevant personal qualities; (iii) their length of engagement or employment with the Group; (iv) their performance, time commitment, responsibilities or employment conditions according to the prevailing market practice and 17.03(2)

industry standard; and (v) their contribution made or expected to be made to the growth of the Group.

For Related Entity Participants, the Board will generally consider, amongst others, (i) the positive impacts (including support, assistance, guidance, advice, efforts and/or contributions) brought by, or expected from, the Related Entity Participant on the Group’s business development in terms of an increase in revenue or profits, an addition of expertise to the Group and/or other aspects in support of the development and growth of the Group’s business; (ii) the actual degree of involvement in and/or cooperation with the Group and length of collaborative relationship the Related Entity Participant has established with the Group via its role and position in the related entity; (iii) the number, scale and nature of the projects which promote the business, development and growth of the Group in which the Related Entity Participant is involved; (iv) whether the Related Entity Participant has referred or introduced opportunities to the Group which have materialised into further business relationships; (v) whether the Related Entity Participant has assisted the Group in tapping into new markets and/or increased its market share; and (vi) the materiality and nature of the business relation between the related entity of which the Related Entity Participant holds office or position on the one hand and the Group on the other hand, and the Related Entity Participant’s contribution in such related entity which may benefit the core business of the Group through a collaborative relationship.

- (A) In addition and without prejudice to Clause 3.3(A), Service Providers who are eligible under this Scheme are categorised into (a) suppliers, contractors and distributors and (b) agents, consultants and advisers. For the avoidance of doubt, Service Providers shall exclude placing agents or financial advisers providing advisory services for fundraising, mergers or acquisitions or professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity. Set out below are the detailed descriptions of each type of Service Providers and the specific criteria for determining the eligibility of each type of Service Providers under this Scheme:

17.03A

Category of Service Provider	Contribution to the Group	Criteria for determining eligibility
Suppliers, contractors and distributors	Service Providers under this category are suppliers, contractors and distributors which the Group engages for its day-to-day operation in the business of the Group including but not limited to (a) property investment (such as property development, sale and lease of property);	(i) the background, expertise, professional qualifications and industry experience of the Service Provider; (ii) the performance of the Service Provider and track record, including whether the Service Provider has a proven track record of delivering quality services or goods;

- (b) sale of financial assets business (such as provision of market insights and risk analysis services);
- (c) money lending business (such as provision of market insights and risk analysis services);
- (d) design and sale of jewelry products (such as provision of design, supply of materials, products production, products distributions);
- (e) operation of membership golf club and resort (such as provision of club and resort management service and, supply of necessity for daily management); and
- (f) provision of services or products to the Group to render day-to-day management and operation services.

Agents,
consultants
and advisers

Service Providers under this category include agents, consultants and advisers who provide advisory and/or consulting services to the Group's principal business or day-to-day operation including but not limited to finance and accounting services, legal related services, marketing and promotion services, technical services, business opportunities introduction, administration services, operation management, strategic planning and consulting services.

The above services are provided in areas relating to the Group's principal business activities and help maintain or enhance the competitiveness of the Group by way of introducing new customers or business

- (iii) the scale, materiality and nature of the business relationship of the Service Provider with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third party(ies));
- (iv) the Group's period of engagement of or collaboration with the Service Provider; and
- (v) the Service Provider's actual or potential contribution to the Group with regard to factors such as the actual or expected reduction in costs of the Group or increase in revenue or profit of the Group.

(i) the background, expertise, professional qualifications and industry experience of the Service Provider;

(ii) the performance of the Service Provider and track record, including whether the Service Provider has a proven track record of delivering quality services or goods (if any);

(iii) the scale, materiality and nature of the business relationship of the Service Provider with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third party(ies));

(iv) the Group's period of engagement of or collaboration

opportunities to the Group and/or applying their specialised skills and/or knowledge in the relevant fields.

with the Service Provider;

(v) the benefits and strategic value brought or to be brought by the Service Provider to the Group's development and future prospects with regard to factors such as the actual or expected change in the Group's profits and/or income which is or may be attributable to the Service Provider's collaboration with the Group; and

(vi) the business opportunities and external connections that the Service Provider has introduced or will potentially introduce to the Group.

- (B) In assessing the eligibility of each category of Service Provider and whether such Service Provider provides services on a continuing or recurring basis in the Group's ordinary and usual course of business, the Board or the committee of the Board will take into consideration (i) the length and type of services provided and the recurrences and regularity of such services; (ii) the nature of the services provided to the Group by the Service Provider; and (iii) whether such services form part of or are directly ancillary to the businesses conducted by the Group.

3.4 The Board shall notify the Trustee in writing upon the making of an Award under this Scheme and, in the Award Notice, the Board shall specify the following:

- (A) the name, address, identity card (or, as the case may be, passport) number and position of the relevant Selected Participant;
- (B) the number of Awarded Shares provisionally awarded to the relevant Selected Participant pursuant to such Award;
- (C) the earliest date (unless otherwise determined by the Board at its discretion), on which the Trustee (or SPV as authorised by the Trustee) may vest the legal and beneficial ownership of the Awarded Shares (or the relevant portions thereof) in the relevant Selected Participant under paragraph 5.4;
- (D) the condition(s) or performance target(s), if any, that must be attained by the relevant Selected Participant before any of the Awarded Shares may be transferred to and vested in such Selected Participant under such Award. Such performance target may include: sales performance (e.g. revenue), operating performance (e.g. profits, operation efficiency), financial performance (e.g. profits, cash flow, earnings, market capitalisation, return on equity) of the

17.03(7)

Group, corporate sustainability parameter (e.g. timeliness and accuracy in handling customer feedback, team work capabilities, adherence to corporate culture) and discipline and responsibility (e.g. punctuality, integrity, honesty or compliance with internal business procedures), and such other goals as the Board may determine from time to time.;

- (E) the lock-up period, if any, of the Awarded Shares transferred to and vested in such Selected Participant under such Award; and
- (F) such other terms and conditions of such Award as may be imposed by the Board as are not inconsistent with these rules of this Scheme and the Trust Deed on either the Trustee (with the prior written consent of the Trustee unless the same has already been provided for in the Trust Deed) and the relevant Selected Participant, or any of them before the Awarded Shares may be transferred to and vested in such Selected Participant.

3.5 The Board shall notify the Selected Participant in writing within three (3) Business Days (or otherwise determined) after an Award has been provisionally made to such Selected Participant and the notice shall contain substantially the same information as that set out in the Award Notice 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 Participant before the vesting of the legal and beneficial ownership of such Awarded Shares in the Selected Participant in accordance with these rules of this Scheme. An Award shall be deemed to be irrevocably accepted by a Selected Participant unless the Selected Participant shall within five (5) Business Days after receipt of such notice from the Board notify the Company in writing that he/she would decline to accept such Award.

3.6 For so long as the Shares are listed on the Stock Exchange:

- (A) an Award or, as the case may be, any instruction of the Board to the Trustee (who will authorise SPV, if so established and subsisting) to subscribe or acquire Shares for purpose of increasing the Shares in the Shares Pool may not be made after an inside information event has occurred or an inside information matter has been the subject of a decision until such inside information has been published in accordance with the Listing Rules and the Inside Information Provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong). In particular, during the period preceding the publication of financial results in which the Directors are prohibited from dealing in Shares pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company and up to the date of publication of the relevant financial results, no Award may be made;
- (B) the Board may not make an Award to any Director during the periods or times in which the Directors are prohibited from dealing in Shares pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company; and

- (C) during the periods referred to in paragraphs (A) and (B) above, no purchases, subscriptions and/or vesting of Shares can be effected by the Trustee.

17.03(10)

- 3.7 An Award shall be personal to the Selected Participant and shall not be transferable or assignable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any security or adverse interest whatsoever in favour of any third party over or in relation to an Award or enter or purport to enter into any agreement to do so provided that the Selected Participant may assign the Award to a company beneficially wholly-owned by the Selected Participant. Any breach of the foregoing by any Selected Participant shall entitle the Company to cancel the Award made to such Selected Participant.

17.03(17)

- 3.8 The Selected Participants shall not be required to bear or pay any price or fee for the acceptance of the Award.

17.03(8)

4. POOL OF AWARDED SHARES

- 4.1 Following the receipt of an Award Notice, the Trustee shall as and when practicable set aside from the Shares Pool the Awarded Shares provisionally awarded to the Selected Participant to whom such Award Notice relates pending the transfer and vesting of the Awarded Shares under the Award to which such Award Notice relates in accordance with paragraph 5. The Trustee (or SPV, if so established and subsisting and authorised by the Trustee) shall hold the Awarded Shares so set aside during the Vesting Period on the terms of the Trust Deed. The Trustee may, at any time during the continuation of this Scheme and the Trust Deed, set aside the appropriate number of Awarded Shares out of a pool of issued Shares, fully paid or credited as fully paid, for the time being and from time to time held by the Trustee (or SPV as authorised by the Trustee) pursuant to the Trust Deed (the "**Shares Pool**") comprising the following:

- (A) such Shares as may be (i) transferred to the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) from any person (other than the Group) by way of gift, or (ii) subscribed or purchased by the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) in accordance with paragraph 4.4 by utilising the funds received by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) from the Gift Contribution, but subject to the limitations set out in paragraph 7;
- (B) such Shares as may be subscribed or purchased by the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) in accordance with paragraph 4.2 by utilising the Group Contribution, but subject to the limitations set out in paragraph 7;
- (C) such Shares as may be subscribed or purchased by the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) at its discretion pursuant to paragraphs 4.4 or 5.5(B) by utilising any surplus Gift Contribution or, as the case may be, the net proceeds of the sale of the relevant nil-paid rights, options or warrants;

- (D) such Returned Shares which remain unvested and revert to the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) pursuant to paragraphs 5.6 or 6.

4.2 The following provisions of this paragraph 4.2 shall provide for and govern the subscription and purchase of the Awarded Shares by utilising the funds allocated by the Board out of the Company's resources ("**Group Contribution**"):

17.03(9)

- (A) At the beginning of each financial year of the Company or at such other times as the Board shall determine, the Board shall (after having regard to all relevant circumstances and affairs of the Group (including without limitation the Group's business and financial performance, its business plans and cashflow requirements)) determine the amount of the Group Contribution (which may be varied from time to time by the Board) ("**Group Contribution Threshold**") to be allocated to the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) during such financial year for subscribing or purchasing Shares pursuant to this paragraph 4.2 for the purpose of implementation of this Scheme.
- (B) The Group Contribution Threshold shall (and is intended to) be applied to cover (i) the subscription or purchase prices for the Shares to be subscribed or purchased for implementation of this Scheme (as the case may be), and (ii) all related expenses (including for the time being, the brokerage fee, stamp duty, SFC transaction levy, Stock Exchange trading fee and investor compensation levy and such other necessary expenses) required for the completion of the subscription or purchase of all the Awarded Shares (as the case may be)).
- (C) At any time during any particular financial year, the Board, after having regard to all relevant circumstances and affairs of the Group (including without limitation the Group's business and operational conditions, its business plans and cashflow requirements currently and in the near future), may from time to time cause to be paid to the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) from the Company's resources such amount of moneys which may be utilised by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) to subscribe for or purchase Shares which will constitute the Shares Pool, PROVIDED that the amount of moneys so paid together with any moneys paid for that financial year shall not in any event exceed the Group Contribution Threshold.
- (D) Within thirty (30) Business Days on which the trading of the Shares has not been suspended (or such longer period as the Trustee and the Board may agree from time to time having regard to the circumstances of the purchase concerned, which extended period of time shall be brought to the attention of SPV (if so established and subsisting and authorised by the Trustee) on a concurrent basis)) after receiving the Group Contribution or any proceeds arising from such sales as mentioned in paragraph 5.5(B), the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) shall apply the same towards the purchase of the maximum number of board lots of Shares or the Further Shares, respectively at the prevailing market price.

In the event that the Trustee (or, as the case may be, SPV) effects any purchases by off-market transactions, the purchase price for such purchases shall be determined solely by the Trustee by reference to the prevailing and recent market prices.

- (E) In the event that the Board shall considers it appropriate for the Trustee to subscribe for Shares by utilising the Group Contribution, the Board shall notify the Trustee in writing upon the satisfaction of the condition referred to in paragraphs 4.2(J) and, subject to paragraph 3.6(A), the Board shall instruct the Trustee in writing to apply to, and the Trustee shall within ten (10) Business Days after receipt of such instruction apply to, the Company for the allotment and issue of the appropriate number of new Shares at par or at such other subscription price as instructed by the Board.
- (F) If during any financial year:
 - (i) the Group Contributions received by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) have been applied for subscription and/or purchases of such number of Shares which reaches the maximum number of issued Shares as provided under paragraph 7.1, if any, and
 - (ii) there are any excess Group Contributions after all the said subscription and/or purchases,

the excess Group Contributions shall be returned by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) to the Company as soon as reasonably practicable after completion of all such subscription and/or purchases, unless otherwise directed by the Board.
- (G) If any Award is proposed to be made to a Connected Person, any such Award shall satisfy all applicable requirements of Chapter 14A of the Listing Rules.
- (H) For the avoidance of doubt, Shares subscribed and/or purchased under this paragraph 4.2 shall form part of the capital of the trust fund of the trust constituted by the Trust Deed.
- (I) Subject to the provisions of the Trust Deed, the Trustee may establish a special purpose vehicle ("SPV") for the purpose of this Scheme and, subject to the authorisation given by the Trustee to SPV, SPV may subscribe or purchase Shares to constitute the Shares Pool and to liaise with brokers and/or other parties to effect the above subscription or purchases). The composition of the board of directors of SPV shall be decided by the Trustee after consulting the Board. The Trustee (after consulting the Board) may establish policies, rules and regulations to be followed by SPV in connection with the exercise of the powers as authorised by the Trustee.
- (J) The Company shall seek separate Shareholders' approval in general meeting to authorise the Directors to allot and issue new Shares at par to the Trustee to the extent that the Directors do not already have in existence sufficient and unused general mandate to allot and issue such new Shares, provided

that the total number of Shares to be allotted and issued to the Trustee under this Scheme shall not exceed the limit specified in paragraph 7.1 and any allotment and issue of such Shares by the Company to the Trustee pursuant to this paragraph 4.2 shall only be made after the Listing Committee of the Stock Exchange has granted the listing of and permission to deal in such Shares.

4.3 If any proposed purchase of Shares under paragraph 4.2(D) shall fall on any day on which the Directors are restricted from making any Award or giving any instruction as referred to in paragraph 3.6(A), the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) shall not effect the relevant purchase. The Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) shall notify the Board in writing at least three (3) Business Days in advance of a proposed date of purchase under paragraph 4.2(D) and the Board shall instruct the Trustee (and concurrently SPV, if so established and subsisting and authorised by the Trustee) in writing at least two (2) Business Days prior to such proposed date of purchase if such purchase has to be postponed by reason of this paragraph 4.3, whereupon such purchase shall be postponed to such date as notified by the Board (to the Trustee and SPV (if established and subsisting and authorised by the Trustee) in writing (and in case the Shares are not traded on the Stock Exchange on such date, the next Business Day on which the Shares are traded on the Stock Exchange).

4.4 In the event of any Shares or moneys being transferred to the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) by way of gift or for nominal consideration ("**Gift Contribution**") from any person other than the Group, the following provisions of this paragraph 4.4 shall provide for and govern the subscription or purchase of the Awarded Shares by utilising the funds so received and the allocation of the Awarded Shares so received or acquired by funds arising from the Gift Contribution:

17.03(9)

(A) In respect of the making of any Award to any Eligible Participants:

- (i) the provisions in paragraph 3.1 shall be applicable *mutatis mutandis*, except to the extent that the reference as provided under paragraph 3.1 to "paragraph 7.1" for the purpose of prescribing the maximum number of Awarded Shares which may be subscribed for and/or purchased during each financial year under this Scheme shall become reference to "the amount of Gift Contribution actually received by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee)" for the purpose of this paragraph 4.4; and
- (ii) the provisions in paragraphs 3.2 to 3.8 (both inclusive) shall be applicable *mutatis mutandis*.

(B) Where the Gift Contribution is received by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) in the form of assets (whether money or otherwise) other than Shares:

- (i) Within thirty (30) Business Days on which the trading of the Shares has not been suspended (or such longer period as the Trustee and the

Board may agree from time to time having regard to all the circumstances of the purchase concerned and also the size of the Gift Contribution) after receiving the Gift Contribution, the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) shall apply the relevant Gift Contribution towards the purchase of the maximum number of board lots of Shares at the prevailing market price. If the Gift Contribution is in the form of listed securities, the Trustee (or SPV, as the case may be) shall have the power to sell those securities and apply the proceeds therefrom for the acquisition of Shares for the purpose of this Scheme. In the event that the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) effects any purchases by off-market transactions, such purchases shall not be made with any Connected Person, nor shall the purchase price for such purchases be higher than the lower of the following: (i) the closing market price on the date of such purchase, and (ii) the average closing market price for the five (5) preceding trading days on which the Shares were traded on the Stock Exchange.

- (ii) Any surplus Gift Contribution received under this paragraph 4.4 but not fully utilised for purchasing Awarded Shares shall be retained by the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) and may be applied to purchase Shares for the purpose of satisfying any further Awards by the Board in accordance with paragraph 4.1 and shall, if remains unutilised upon the termination of this Scheme, be treated and dealt with as Residual Cash.
 - (iii) The provisions in sub-paragraphs 4.2(G) shall be applicable *mutatis mutandis*.
 - (iv) For the avoidance of doubt, Shares received as Gift Contribution or purchased by using the funds received by way of Gift Contribution under this paragraph 4.4 shall form part of the capital of the trust fund of the trust constituted by the Trust Deed.
 - (v) The amount of funds to be applied by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee)) for the purpose of purchasing any Shares pursuant to this paragraph 4.4(B) shall not exceed the total of (a) the amount of money received as Gift Contribution by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee), and (b) (where applicable) proceeds arising from the disposal of the relevant assets (excluding any Shares transferred to the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) as Gift Contribution) received as Gift Contribution by the Trustee (or SPV, if so established and subsisting and authorised by the Trustee).
- (C) For the purpose of this paragraph 4.4, the provisions in paragraph 4.3 shall be applicable *mutatis mutandis*.
- (D) Where any Shares are received by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) as Gift Contribution, the

Trustee (or SPV, if so established and subsisting and authorised by the Trustee) shall not sell or dispose of such Shares but shall treat and account for all such Shares as assets in the Shares Pool.

5. VESTING OF THE AWARDED SHARES

- 5.1 The Vesting Period shall not be less than twelve (12) months, provided that for Employee Participants, the Vesting Date may be less than 12 months from the grant date (including on the grant date). Set out below are the exhaustive circumstances which may trigger a shorter Vesting Period: 17.03(6)
- (a) grants of “make-whole” Award(s) to new joiners to replace the Awards they forfeited when leaving the previous employers;
 - (b) grants to an Employee Participant whose employment is terminated due to death or disability or occurrence of any out of control event;
 - (c) grants that are made in batches during a year for administrative and compliance reasons, which include Awards that should have been granted earlier if not for such administrative or compliance reasons but had to wait for subsequent batch. In such case, the Vesting Period may be shorter to reflect the time from which the Award would have been granted;
 - (d) grants of Awards with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of twelve (12) months;
 - (e) grants with performance-based vesting conditions in lieu of time-based vesting criteria;
 - (f) grants of Awards with a total vesting and holding period of more than twelve (12) months such as where the Awards may vest by several batches with the first batch to vest within twelve (12) months of the grant date and the last batch to vest twelve (12) months after the grant date;
 - (g) where there is an occurrence of any of the events as set out in paragraphs 5.5(E), and 5.6.
- 5.2 Subject to this Scheme and the Listing Rules, the Board may at its absolute discretion when making an Award impose any conditions, restrictions or limitations in relation thereto including the Vesting Period and/or the achievement of any performance targets by the Company and/or the Selected Participant before the Award shall vest and/or any clawback mechanism for the Company to recover or withhold any remuneration (which may include Awards granted to any Selected Participant) to any Eligible Participants in the event of serious misconduct, a material misstatement in the Company’s financial statements or other circumstances, provided that such terms or conditions shall not be inconsistent with any other terms or conditions of this Scheme. 17.03(7)
- 5.3 Save as determined by the Board and provided in the offer letter of the grant of the Award, there is no clawback mechanism for the Company to recover or withhold any Awards granted to any Eligible Participant.

5.4 Subject to paragraph 6, the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) shall transfer to and vest in the relevant Selected Participant (but may be held by the Trustee or SPV on their behalf) if determined by the Board the legal and/or beneficial ownership of the Awarded Shares to which such Selected Participant is entitled under the relevant Award and all the Other Distributions attributable to such Awarded Shares within ten (10) Business Days after the latest of:

- (a) the Earliest Vesting Date as specified in the Award Notice to which such Award relates; and
- (b) where applicable, the date on which the condition(s) or performance target(s) (if any) to be attained by such Selected Participant as specified in the related Award Notice have been attained and notified to the Trustee by the Board in writing.

If the Vesting Date falls on any day on which the Directors are restricted from making any Award as referred to in paragraph 3.6, the Vesting Date shall be postponed. The Trustee (or SPV) shall notify the Board in writing at least three (3) Business Days in advance of a proposed Vesting Date and the Board shall instruct the Trustee and concurrently SPV (if so established and subsisting and authorised by the Trustee) in writing at least two (2) Business Days in advance if such proposed Vesting Date has to be postponed by reason of this paragraph 5.4, whereupon such proposed Vesting Date shall be postponed to such date as notified by the Board to the Trustee (and SPV, if so established and subsisting and authorised by the Trustee) in writing.

5.5 During the Vesting Period:

- (A) any dividends and other distributions ("**Other Distributions**") declared and made in respect of any Awarded Shares shall be held by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) for the benefit of, and shall only be payable or transferable (as the case may be) to, the relevant Selected Participant when such Awarded Shares are vested in such Selected Participant in accordance with paragraph 5.4;
- (B) if the Company offers to its Shareholders new Shares or other securities for subscription by way of rights, options or warrants and no amount is required to be payable by the Shareholders for such rights, options or warrants, the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) shall sell any nil-paid rights, options or warrants allocated to it in respect of the Awarded Shares held by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) if there is an open market for such rights, options or warrants. The net proceeds of such sale (if so sold) shall be applied to purchase and/or subscribed for Shares at such time and for such number at the sole discretion of the Trustee for the purpose of satisfying any further Awards by the Board in accordance with paragraph 4.1 and, upon termination of this Scheme, shall be treated and dealt with as income of the trust fund under the Trust Deed generally. For the avoidance of doubt, no Selected Participants shall have any right to, or interest in, any nil-paid rights, options or warrants (or the underlying Shares, or the proceeds of sale of any such nil-paid rights, options or warrants) allocated under such offer;

17.03(10)

- (C) if the Company offers to the Shareholders new shares or other securities for subscription by way of rights, options, warrants or other open or preferential offer and consideration is required to be paid for the taking up and/or the exercise of such rights, options, warrants or open or preferential offer, the Trustee shall (or via SPV, if so established and subsisting and authorised by the Trustee) decline to take up, purchase and/or subscribe for such rights, options, warrants or open or preferential offer. For the avoidance of doubt, no Selected Participants shall have any right to, or interest in, any such offer;
- (D) without prejudice to sub-paragraph (A) above, with respect to any dividends declared by the Company and in connection with which the Company allows its Shareholders to elect to receive Shares in lieu of cash (as provided for in the relevant announcement and/or circular of the Company), then in respect of the Awarded Shares provisionally set aside for any Selected Participant which have not vested, the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) (after consulting the Board) shall have the right (in its absolute discretion) to determine whether it shall elect to receive Shares in lieu of cash or cash in respect of such dividends, and any such scrip dividend or cash dividend so elected and received by the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) shall be treated as and constitute Other Distributions referred to in paragraph 5.5(A). For the avoidance of doubt, no Selected Participants shall have any right to give any direction to, or make any claim against, the Trustee in relation to the making of the said election; and
- (E) in case of a general or partial offer, whether by way of takeover offer, share repurchase offer or scheme of arrangement or otherwise in like manner is made to all the Shareholders (or all Shareholders other than the offeror, any persons controlled by the offeror and any persons acting in association or concert with the offeror), and such offer becomes or is declared unconditional prior to the vesting of the Awarded Shares in the relevant Selected Participants pursuant to paragraph 5.4, the Board shall have the right in its absolute discretion to determine whether the Trustee shall elect to accept such offer (or any revised offer) and, if applicable, shall direct the Trustee in writing to accept such offer accordingly. For the avoidance of doubt, the Board shall be deemed to have directed the Trustee not to accept that offer (or revised offer) if no direction in writing in relation to that offer (or revised offer) is actually received by the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) within ten (10) Business Days after the date of that offer (or revised offer). In the event that the offer (or revised offer) is so elected to be accepted, all proceeds in respect of the Awarded Shares paid or payable to the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) by reason of such acceptance shall be held by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) for the benefit of the relevant Selected Participant, and the same shall only be payable to the relevant Selected Participant on the Vesting Date of the Award relating to such Selected Participant has not lapsed or been cancelled under paragraph 6.

5.6 In the event of the death of a Selected Participant who is an Employee Participant, the Trustee (or SPV, if so established and subsisting and authorised by the Trust) shall hold the vested Awarded Shares and the Other Distributions (hereinafter referred to as "**Benefits**") upon trust and to transfer the same to the legal personal representatives of the Selected Participant and subject as aforesaid the Trustee (or SPV, if so established and subsisting and authorised by the Trust) shall hold the Benefits or so much thereof as shall not be transferred or applied under the foregoing powers within:

(A) two years of the death of the Selected Participant (or such longer period as the Trustee and the Board shall agree from time to time) or

(B) the Trust Period,

(whichever is shorter) upon trust to transfer the same to the legal personal representatives of the Selected Participant, as notified by the Board in writing together with a copy of the death certificate of such Selected Participant or such other documents or evidence of death of such Selected Participant as may be reasonably required by the Trustee, whereupon the Trustee shall be discharged from all duties and liabilities in respect of such Selected Participant or, if the Benefits would otherwise become *bona vacantia*, the Benefits shall be forfeited and cease to be transferable and such Benefits (other than such Other Distributions in cash so forfeited which shall be applied to subscribe for or purchase Shares at such time and for such number at the sole discretion of the Trustee for the purpose of satisfying any further Awards by the Board in accordance with paragraph 4.1 and, upon termination of this Scheme, shall be treated and dealt with as income of the trust fund under the Trust Deed generally) shall be held as Returned Shares for the purposes of this Scheme. Notwithstanding the foregoing, the Benefits held upon the trusts hereof shall until transfer is made in accordance herewith be retained and may be invested and otherwise dealt with by the Trustee (or SPV as authorised by the Trustee) in every way as if they had remained part of the trust fund of the trust constituted by the Trust Deed.

5.7 If the Selected Participant is a company wholly owned by one or more Eligible Participants:

(A) the provisions of paragraphs 5.1, 5.6, 6.1 to 6.5, 8.2(E) and 8.2(F) shall apply to the Selected Participant and to the Awards granted to such Selected Participant, *mutatis mutandis*, as if such Awards had been granted to the relevant Eligible Participant, and such Awards shall accordingly lapse or (deem to be) vest(ed) or such Benefits shall be forfeited after the event(s) referred to in paragraphs 5.1, 5.6, 6.1 to 6.5, 8.2(E) and 8.2(F) shall occur with respect to the relevant Eligible Participant; and

(B) the Awards granted to the Selected Participant shall lapse and determine on the date the Selected Participant ceases to be wholly owned by the relevant Eligible Participant provided that the Directors may in their absolute discretion decide that such Awards or any part thereof shall not so lapse or determine subject to such conditions or limitations as they may impose.

6. LAPSE OF AWARDS AND RETURNED SHARES

17.03(12)

- 6.1 In the event that any Selected Participant who is an Employee Participant ceases to be an Employee Participant by virtue of a corporate reorganisation of the Group, then any Award made to such Selected Participant shall forthwith lapse and be cancelled unless otherwise determined by the Board.
- 6.2 In the event the Award is cancelled but a new Award is made to the same Selected Participant, such new Award may only be made with available Scheme Mandate Limit approved by Shareholders. The Awards cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.
- 6.3 Save as provided in paragraph 5.1 and subject to the Listing Rules and determined otherwise by the Board at its sole discretion, in the event:
- (A) a Selected Participant who is an Employee Participant ceases to be an Employee Participant (other than death or retirement, or by reason of redundancy or by unilateral termination of employment by the Company without cause); or
 - (B) the Subsidiary by which a Selected Participant is employed as an Employee Participant ceases to be a Subsidiary (or of a member of the Group); or
 - (C) the Selected Participant has been summarily dismissed by the Company; or
 - (D) the Selected Participant has been charged, convicted or held liable for any offence under the relevant securities laws in The People's Republic of China, Hong Kong or any other applicable laws or regulations in force from time to time; or
 - (E) the Selected Participant is deceased, disabled or becomes mentally incapacitated; or
 - (F) any of the vesting conditions upon an Award to the relevant Selected Participant as determined by the remuneration committee and the Board was not fulfilled; or
 - (G) the Selected Participant retires by agreement with the Company at any time prior to or on the Vesting Date; or
 - (H) the Board shall at its absolute discretion determine in respect of a Selected Participant (other than an Employee Participant) that (a) the Selected Participant or his/her associate has committed any material breach of any contract entered into between the Selected Participant on the one hand and any member of the Group on the other hand; or (b) the Selected Participant has become bankrupt or unable to pay his/her debts, or is subject to any act of bankruptcy or analogous proceedings or has made any arrangement or composition with his/her creditors generally or (c) the Selected Participant could no longer make any contribution to the growth and development of any

member of the Group by reason of the cessation of its relationship with the Group or by any other reason whatsoever; or

- (I) an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company),

(each of these, an event of "**Total Lapse**"), the Award shall automatically lapse forthwith and all the Awarded Shares and Other Distributions (other than such Other Distributions in cash which shall be applied to subscribe for or purchase Shares at such time and for such number at the sole discretion of the Trustee for the purpose of satisfying any further Awards by the Board in accordance with paragraph 4.1 and, upon termination of this Scheme, shall be treated and dealt with as income of the trust fund under the Trust Deed generally) attributable thereto shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of this Scheme.

- 6.4 In the event (i) a Selected Participant is found to be an Excluded Participant or (ii) (subject to paragraph 5.4) a Selected Participant fails to return duly executed transfer documents prescribed by the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) (or such later date as may be determined by the Trustee at its sole and absolute discretion having regard to all relevant circumstances) for the relevant Awarded Shares and the Other Distributions within the stipulated period as provided in or determined in accordance with these rules of this Scheme (each of these, an event of "**Partial Lapse**"), the relevant part of an Award made to such Selected Participant shall automatically lapse forthwith and the relevant Awarded Shares and Other Distributions (other than such Other Distributions in cash which shall be applied to subscribe for or purchase Shares at such time and for such number at the sole discretion of the Trustee for the purpose of satisfying any further Awards by the Board in accordance with paragraph 4.1 and, upon termination of this Scheme, shall be treated and dealt with as income of the trust fund under the Trust Deed generally) attributable thereto shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of this Scheme.

- 6.5 Except in the circumstances as set out in paragraph 5.1 in respect of the death of a Selected Participant (being an Employee Participant) or retirement of a Selected Participant (being an Employee Participant) at his/her normal retirement date or earlier by agreement with the Company or the Subsidiary, or a Total Lapse,

- (A) subject to sub-paragraph (C) and barring any unforeseen circumstances, unless otherwise agreed between the Board and the Trustee, one (1) month prior to any Vesting Date, the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) shall send to the relevant Selected Participant (with a copy to the Company) a notice in writing together with such prescribed transfer documents which require the Selected Participant to execute to effect the vesting and transfer of the Awarded Shares and Other Distributions attributable thereto on the relevant Vesting Date;

- (B) subject to the receipt by the Trustee no later than the date falling seven (7) Business Days before the Earliest Vesting Date of (i) transfer documents

17.03(10)

prescribed by the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) and duly signed by the Selected Participant within the period stipulated in the notice in writing referred to in paragraph 6.5(A) hereof, and (ii) a confirmation from the Company that all vesting conditions having been fulfilled, the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) shall transfer the relevant Awarded Shares and the Other Distributions in respect thereof to the relevant Selected Participant; and

- (C) in the event that the number of Business Days between the date of the Award Notice and the Earliest Vesting Date is less than one month, the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) shall (within five (5) Business Days from the date of it being notified by the Board of the making of the Award in accordance with paragraph 3.4) send to the relevant Selected Participant (with a copy to the Company) a notice in writing together with such prescribed transfer documents which require the Selected Participant to execute to effect the vesting and transfer of the Awarded Shares and Other Distributions attributable thereto on the relevant Vesting Date.

- 6.6 The Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) shall hold Returned Shares exclusively for the benefit of all or one or more of the Eligible Participants (excluding any Excluded Employees) as the Board shall in its absolute discretion at any time determine and select in writing as the Selected Participant(s).

7. MAXIMUM NUMBER OF SHARES TO BE PURCHASED, SUBSCRIBED AND/OR ALLOCATED TO SELECTED PARTICIPANTS

- 7.1 The maximum number of Shares which may be allotted and issued in respect of all Awards to be granted under this Scheme and any options and awards to be granted under any other schemes to an Eligible Participant (not taking into account any refreshments as detailed in Clause 7.3) shall not in aggregate exceed 10% of the total number of Shares in issue (excluding treasury Shares) as at the date of approval of this Scheme (i.e. 381,960,648 Shares) ("**Scheme Mandate Limit**"). Notwithstanding that the Group Contribution Threshold may be sufficient to subscribe or purchase such number of Shares that is greater than the Scheme Mandate Limit, the Board shall not instruct the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) to subscribe or purchase any Shares for the purpose of this Scheme when such subscription or purchase will result in the Scheme Mandate Limit, if any, being exceeded. 17.03(3)
- 7.2 The maximum number of Shares which may be awarded under this Scheme and any other schemes to a Service Provider ("**Service Provider Sublimit**") shall not exceed 1% of the total number of Shares in issue (excluding treasury Shares) as at the date of approval of the Shareholders at a general meeting (i.e. 38,196,064 Shares) unless otherwise determined by independent Shareholders in general meeting. For the avoidance of doubt, the Service Provider Sublimit is a sub-limit within and subject to the Scheme Mandate Limit. 17.03(3)
- 7.3 The Board may determine from time to time the maximum number of Awarded Shares which may be provisionally awarded to any Selected Participant. The Board may seek approval by Shareholders in general meeting for refreshing the Scheme

Mandate Limit and Service Provider Sublimit after three years from the Adoption Date or the date of approval of the last refreshment (as the case may be). Any refreshment of each of the Scheme Mandate Limit and the Service Provider Sublimit must be approved by the independent Shareholders subject to the following provisions:

- (A) any the controlling shareholders and their associates (or if there is no controlling shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting; and
- (B) the Company must also comply with the requirements under rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules.

The requirements set out in (A) and (B) above do not apply if the refreshment is made immediately after an issue of securities by the Company to the 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 (as a percentage of the relevant class of Shares in issue) upon refreshment is the same as the unused part of the scheme mandate immediately before the issue of securities, rounded to the nearest whole share.

- 7.4 In any event, the total number of new Shares that may underlie the options and awards (including the Restricted Shares) granted under all the share schemes following the date of approval of the refreshed Scheme Mandate Limit or Service Provider Sublimit (as the case may be) (the “**New Approval Date**”) must not exceed 10% of the number of Shares in issue (excluding treasury Shares) as of the New Approval Date. The Shares that underlie the options and awards granted under all the Company’s share schemes (including those outstanding, cancelled or vested) prior to the New Approval Date will not be counted for the purpose of determining, in the preceding sentence, the maximum aggregate number of Shares granted following the New Approval Date.

8. VOTING RIGHTS RE SHARES IN SHARES POOL AND SELECTED PARTICIPANTS HAVING NO RIGHTS

- 8.1 The Trustee or SPV (if so established and subsisting) shall not exercise the voting rights in respect of any Shares held by them for the purpose of this Scheme (including but not limited to any Shares in the Shares Pool, the Awarded Shares, the Further Shares, the Returned Shares, any bonus Shares and scrip Shares) save that if the Shares held by the Trustee or SPV, as the case may be, is vested and held on behalf of a Connected Person who is a party to a connected transaction with the Group, then the Trustee or SPV (as the case may be) shall not vote those relevant Shares in respect of such transaction. For the avoidance of doubt, the Trustee or SPV holding unvested Shares in the Scheme, whether directly or indirectly, shall abstain from voting on matters that require Shareholders’ approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner’s direction and such a direction is given. 17.03(10)

- 8.2 The Selected Participants shall not have any right to receive any Awarded Shares set aside for them pursuant to paragraph 4 and all Other Distributions attributable thereto unless and until the Trustee (or via SPV, if so established and subsisting and authorised by the Trustee) has transferred and vested the beneficial ownership of such Awarded Shares to and in the Selected Participants in accordance with the terms hereof. For the avoidance of doubt:
- (A) a Selected Participant shall not have any interest or rights (including the right to receive dividends) in the Awarded Shares prior to the Vesting Date, and shall only have a contingent interest in the Awarded Shares and the Other Distributions which are referable to him/her subject to the vesting of such Shares in accordance with paragraph 5.4;
 - (B) a Selected Participant shall have no rights in the Residual Cash or such other trust fund or property held by the Trust or any of the Returned Shares;
 - (C) no instructions may be given by a Selected Participant to the Trustee (or SPV) in respect of the Awarded Shares and/or the Other Distributions and/or such other properties or assets of the trust constituted by the Trust Deed;
 - (D) a Selected Participant shall have no rights in the balance fractional share of the Other Distributions of an Award and the fractional share arising out of consolidation of Shares (and such Shares shall be deemed as Returned Shares for the purposes of this Scheme);
 - (E) where a Selected Participant ceases to be an Employee Participant on the relevant Vesting Date, the award of the Awarded Shares and the Other Distributions in respect of the relevant Vesting Date shall lapse, such Awarded Shares and Other Distributions shall not vest on the relevant Vesting Date and the Selected Participant shall have no claims against the Company or the Trustee or SPV; and
 - (F) in the case of the death of a Selected Participant who is an Employee Participant, the Benefits shall be forfeited if no transfer of the Benefits to the legal personal representatives of the Selected Participant is made within the period prescribed in paragraph 5.6, and the legal personal representatives of the Selected Participant shall have no claims against the Company or the Trustee or SPV.
- 8.3 If, after vesting of Awarded Shares on a Selected Participant, the Selected Participant requests ("**Request**") that the Awarded Shares continued to be held on his/her behalf or sold on his/her behalf, the Board shall in its sole discretion consider whether such Request is reasonable and/or feasible and, after discussing with the Trustee or the board of directors of SPV (as applicable), inform the relevant Selected Participant the decision in relation to such Request. If the Request is accepted, the Trustee or SPV (as the case may be) shall either hold the Awarded Shares for a period as agreed by the Selected Participant and the Board after which the Awarded Shares shall be transferred to the Selected Participant or the Awarded Shares shall be sold on market and the net proceeds therefrom transferred to the Selected Participant. The Selected Participant shall bear all costs, fees, brokerages and expenses in connection with the sale of such Awarded Shares. If the Request is denied, the Awarded Shares shall be transferred to the relevant Selected Participant as soon as practicable.

- 8.4 The Awarded Shares do not carry any right to vote in general meeting of the Company, or any right, dividend, transfer or any other rights, including those arising on the liquidation of the Company.

9. REORGANISATION OF CAPITAL STRUCTURE AND DISTRIBUTION OF COMPANY'S ASSETS

In the event of (i) any alteration in the capital structure of the Company whilst any Award remains unvested, such as capitalisation of profits or reserves, rights issue, consolidation, sub-division, or reduction of the share capital of the Company or otherwise howsoever in accordance with legal requirements and requirements of the Stock Exchange (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party or an issue of shares pursuant to, or in connection with, any share scheme or any arrangement for remunerating or incentivising any employee, consultant or adviser to the Company or any Subsidiary), or (ii) in the event of any distribution of the Company's capital assets to its shareholders on a pro rata basis (whether in cash or in specie) other than dividends paid out of the net profits attributable to its shareholders for each financial year of the Company, the Board shall determine and make alterations (if any) to the number of Shares to be granted subject to the Award so far as unvested.

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Any such alteration shall be subject to a written confirmation from an independent financial adviser or the Company's auditors to the Directors, either generally or as regard any particular Selected Participant, to have given the Selected Participants the same proportion (or rights in respect of the same proportion) of the equity capital value as that to which that person was previously entitled, provided that no such adjustments shall be made to the extent that a Share would be issued at less than its nominal value. The capacity of the independent financial adviser or the Company's auditors (as the case may be) in this paragraph is that of experts and not of arbitrators and their confirmation shall, in the absence of manifest error, be final and binding on the Company and the Selected Participant.

10. DISPUTES

Any dispute arising in connection with this Scheme shall be referred to the decision of the Board who shall act as experts and not as arbitrators and whose decisions shall be final, conclusive and binding on all persons who may be affected thereby.

11. ALTERATION OF THE RULES OF THIS SCHEME

- 11.1 The Scheme may be amended in any respect by the Board or the Board by a board resolution provided that no such amendment 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 participants as would be required of the holders of the Shares under the Bye-laws for the time being for a variation of the rights attached to the Shares, and provided that no such amendment or alteration to the Scheme which affects the Trustee's rights and obligations under this Trust Deed shall be made without the prior written consent of the Trustee (save as may be required

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to comply with the applicable laws, rules or regulations including amongst others the Listing Rules and/or the SFO), subject to Clause 11.2 below.

- 11.2 Any alteration, amendment or waiver to the Scheme (i) of a material nature; (ii) relates to the matters set out in rule 17.03 of the Listing Rules to the advantage of the Selected Participants or the Eligible Participants; or (iii) relates to the authority of the Board or Trustee to alter this Scheme, shall be approved by the Shareholders. The Board shall have the right to determine whether any proposed alteration, amendment or waiver is material, and such determination shall be conclusive.
- 11.3 Any change to the terms of any Award granted to a Selected Participant must be approved by the Directors, the remuneration committee, the independent non-executive Directors and/ or the Shareholders (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 (as the case may be), in accordance with the terms of this Scheme and Chapter 17 of the Listing Rules, except where the alterations take effect automatically under the existing terms of this Scheme.
- 11.4 The Company shall notify the Trustee in writing as soon as practicable after such amendment or alteration is made to the Scheme by the Board or the Board by a board ordinary resolution.
- 11.5 In case there is more than one (1) Trustee, written notice of any amendment to this Scheme made by Board directly or Board resolution shall be given to all Trustees.
- 11.6 The amended terms of the Scheme shall comply with applicable laws, rules and regulations including but not limited to the Listing Rules and/or the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

12. TERMINATION

- 12.1 This Scheme shall terminate on the earlier of:
- (i) the 10th anniversary date of the Adoption Date; and
 - (ii) such date of early termination as determined by the Board by a resolution of the Board, provided that such termination shall not affect any subsisting rights of any Selected Participant hereunder.
- 12.2 If, at the date of the termination of this Scheme, the Trustee (or SPV, if, at the date of the termination of this Scheme, the Trustee (or SPV, if so established and subsisting and authorised by the Trustee) holds any Shares which has not been set aside pursuant to paragraph 4 in favour of any Selected Participant or retains any unutilised funds received as the Group Contribution or Gift Contribution or otherwise, then the Trustee (or SPV, as the case may be) shall, within thirty (30) Business Days of receiving actual notice of such termination (or such longer period as the Board may otherwise determine), sell such Shares and forthwith after the sale remit the proceeds of sale (after making appropriate deductions in respect of stamp duty and other costs, liabilities and expenses in accordance with the Trust Deed) together with such unutilised funds to the Company.

12.3 Upon termination of this Scheme:

- (A) Returned Shares and such non-cash income remaining in the trust fund (but not constituting to Other Distributions attributable to any particular Selected Participants) shall be sold by the Trustee (or via SPV, if so established and subsisting and authorised by the Board), within thirty (30) Business Days (on which the trading of the Shares has not been suspended) of receiving actual notice of such termination of this Scheme (or such longer period as the Board may otherwise determine); and
- (B) Residual Cash, net proceeds of sale referred to in paragraph 12.3(B) hereof and such other funds remaining in the trust constituted by the Trust Deed (after making appropriate deductions in respect of all disposal costs, liabilities and expenses in accordance with the Trust Deed) shall be remitted to the Company forthwith after the sale or on termination, as the case may be. For the avoidance of doubt, neither the Trustee nor SPV (if so established and subsisting) may transfer any Shares to the Company nor may the Company otherwise hold any Shares whatsoever (other than its interest in the proceeds of sale of such Shares pursuant to paragraph 12.3(B) hereof).

12.4 For the avoidance of doubt, the temporary suspension of the granting of any Award shall not be construed as a decision to terminate the operation of this Scheme.

13. CANCELLATION

An Award that has not been vested may be cancelled by the Board (i) with the consent of the relevant Selected Participant; or (ii) the Selected Participant committing the breach as referred to in paragraph 3.7 above. For the avoidance of doubt, where the Company cancels Awards granted to a Selected Participant and makes a new grant to the same Selected Participant, such new grant may only be made with available Scheme Mandate Limit, and that Awards cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

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14. MISCELLANEOUS

14.1 These rules of this Scheme shall not form part of any contract of employment between the Company or any Subsidiary and any Employee Participant, and the rights and obligations of any Employee 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 Employee Participant no additional rights to compensation or damages in consequence of the termination of his/her office or employment for any reason.

14.2 The Company shall bear the costs and expenses of establishing, administering and implementing this Scheme (including, for the avoidance of doubt, the Trustee's fees and costs, any transaction levy, investor compensation levy, brokerage, trading fee, trading tariff, stamp duty and any other tax and expenses of whatsoever nature payable on the part of a Selected Participant or the Trustee in respect of any sale, purchase, vesting or transfer of, or subscription for, Shares pursuant to this Scheme, but excluding any costs, expenses, levies and taxes which are determined by the

Board (in its absolute discretion) to be payable due to reasons, factors or circumstances which are personal or pertaining to the relevant Selected Participant(s) or otherwise unrelated to the making of the relevant Award under this Scheme and which shall be payable by the relevant Selected Participant(s).

14.3 Any notice or other communication between the Company, the Board, any Selected Participant, the Trustee and/or SPV (where applicable) may be given by sending the same by prepaid post or by personal delivery to:

- (A) in the case of the Company or the Board, the principal place of business of the Company in Hong Kong, or the place determined by the Board from time to time;
- (B) in the case of the Trustee or SPV, its principal place of business in Hong Kong or such other address as notified by the Trustee or by SPV to the Company from time to time; and
- (C) in the case of any Selected Participant, his/her last known address as notified by such Selected Participant to the Company from time to time or, if none or incorrect or out of date, his/her last place of employment with the Group or the Company's principal place of business in Hong Kong from time to time.

14.4 Any notice or other communication:

- (A) if sent by any Selected Participant, shall be irrevocable and shall not be effective until actually received by the Company, the Board, and the Trustee or SPV (as the case may be);
- (B) if sent to any Selected Participant shall be deemed to be given or made three (3) days after the date of posting, if sent by local postage pre-paid registered mail to an address in Hong Kong; and five (5) days after the date of posting, if sent by postage pre-paid registered airmail to an address outside Hong Kong; and when delivered, if delivered by hand; and
- (C) if sent to the Trustee or SPV (as the case may be), shall be irrevocable and shall not be effective until actually received by the Trustee or SPV (as the case may be).

14.5 This Scheme shall not confer on any person any legal or equitable rights against the Company and the Trustee, or any of them, directly or indirectly or give rise to any cause of action at law or in equity against the Company and the Trustee, or any of them.

14.6 A Selected Participant shall, before accepting an Award and taking the transfer and vesting of the related Awarded Shares and the Other Distributions to and in him/her, obtain all necessary consents that may be required to enable him/her to accept such Award and take such transfer and vesting of the related Awarded Shares and the Other Distributions, as the case may be, in accordance with these rules of this Scheme. By accepting an Award, the Selected Participant is deemed to have represented to the Company and the Trustee (and, where applicable, SPV) that he/she has obtained all such consents. Compliance with this paragraph shall be a condition precedent to an

acceptance of an Award by a Selected Participant. A Selected Participant shall indemnify the Company and the Trustee and SPV, as the case may be, fully against all claims, demands, liabilities, actions, proceedings, fees, costs and expenses which the Company or the Trustee or SPV, as the case may be, may suffer or incur (whether alone or jointly with other party or parties) for or in respect of any failure on the part of such Selected Participant to obtain any necessary consent or to pay tax or other liabilities in relation to or in connection with his/her acceptance of the Award and taking the transfer and vesting of the related Awarded Shares and Other Distributions to and in him/her as referred to in this paragraph 14.6.

- 14.7 A Selected Participant shall pay all tax and discharge all liabilities to which he/she may become subject or liable as a result or consequence of his/her participation in this Scheme, acceptance of any Award made hereunder, and taking the transfer and vesting of the related Awarded Shares to and in him/her, or any of the foregoing.
- 14.8 The Trustee may rely on the Award Notices and instructions and directions in writing, or any of them, given to it by the Directors (or any one or more of them) from time to time under this Scheme, and the contents thereof, without further and/or independent inquiry or verification, and may assume the same and the transactions contemplated thereby to be in compliance with all applicable laws, rules, regulations, codes, and guidelines, whether statutory, regulatory, administrative or otherwise and whether having the force of law, and these rules of this Scheme and the Trust Deed.
- 14.9 In respect of the administration of this Scheme, the Company shall comply with all applicable disclosure regulations including without limitation those imposed by the Listing Rules from time to time.

15. **RANKING OF SHARES**

The Awarded Shares to be allotted and issued (or the treasury Shares to be transferred, as applicable) pursuant to the rules of the Amended Share Award Scheme shall be identical to all existing issued Shares and shall be allotted and issued (or transferred) subject to all the provisions of the Bye-laws for the time being in force and will rank *pari passu* with the other fully paid Shares in issue on the date the name of the Selected Participant is registered on the register of members of the Company (or the date of transfer of treasury Shares, as the case may be). For the avoidance of doubt, a Selected Participant shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of the Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration.

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16. **GOVERNING LAW**

- 16.1 This Scheme shall operate subject to the Bye-laws and any applicable law of Bermuda (being the place of incorporation of the Company).
- 16.2 This Scheme shall be governed by and construed in accordance with the laws of Hong Kong.

***** End of these rules of this Scheme *****