
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt about this circular or as to the action to be taken, you should consult your stockbroker or other licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Contemporary Amperex Technology Co., Limited, you should disregard this circular and the proxy form.

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Contemporary Amperex Technology Co., Limited

寧德時代新能源科技股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 3750)

**PROVISION OF FINANCIAL ASSISTANCE TO A CONTROLLED SUBSIDIARY
PROPOSED ADOPTION OF THE 2026 SECOND A SHARE EMPLOYEE STOCK
OWNERSHIP PLAN AND ITS SUMMARY
PROPOSED ADOPTION OF THE ADMINISTRATIVE MEASURES FOR THE 2026
SECOND A SHARE EMPLOYEE STOCK OWNERSHIP PLAN
PROPOSED GRANT OF FULL AUTHORITY TO THE BOARD TO HANDLE ALL
SPECIFIC MATTERS RELATED TO THE 2026 SECOND A SHARE EMPLOYEE
STOCK OWNERSHIP PLAN
NOTICE OF THE EXTRAORDINARY GENERAL MEETING**

A notice convening the EGM of Contemporary Amperex Technology Co., Limited to be held at Meeting Room, Level 1, Technology Building, No. 2 Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province, PRC on Monday, November 2, 2026 at 3 p.m. is set out on pages 88 to 89 of this circular. A form of proxy for use at the EGM is also enclosed. Such form of proxy is also published on the websites of the Stock Exchange (www.hkexnews.hk) and the Company (www.catl.com).

Whether or not you are able to attend the EGM, you are requested to complete the enclosed form of proxy in accordance with the instructions stated thereon and return it to the Hong Kong share registrar of the Company, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Center, 183 Queen's Road East, Wan Chai, Hong Kong (for H Shareholders only) as soon as possible but in any event not less than 24 hours before the time appointed for the holding of the EGM (i.e. not later than 3 p.m. on Friday, October 30, 2026) or any adjournment thereof. Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the EGM (or any adjournment thereof) if they so wish and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

September 30, 2026

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DEFINITIONS

In this circular, unless the context otherwise requires, the following expressions shall have the following meanings:

“2026 Second A Share Employee Stock Ownership Plan” or “this Stock Ownership Plan” or “this Plan”	the 2026 second A Share employee stock ownership plan proposed to be implemented pursuant to the 2026 Second A Share Employee Stock Ownership Plan of Contemporary Amperex Technology Co., Limited (Draft)
“Articles of Association”	the articles of association of the Company (as amended from time to time)
“A Share(s)”	ordinary share(s) with a nominal value of RMB1.00 each in the share capital of the Company which are listed on the Shenzhen Stock Exchange and traded in RMB
“Board”	the board of Directors
“Company”	Contemporary Amperex Technology Co., Limited (寧德時代新能源科技股份有限公司), a joint stock company with limited liability established in the PRC, the A Shares of which have been listed on the ChiNext of the Shenzhen Stock Exchange (stock code: 300750) and the H Shares of which have been listed on the Stock Exchange (stock code: 3750)
“Contemporary Star”	CONTEMPORARY STAR ENERGY SL (時代星曜新能源科技股份有限公司), a non-wholly owned subsidiary of the Company and is owned as to 50% by Contemporary Luxembourg, 40% by Stellantis España, S.L and 10% by Stellantis Auto SAS
“Company Law”	the Company Law of the PRC
“Director(s)”	the director(s) of the Company
“EGM”	the 2026 second extraordinary general meeting of the Company to be held at Meeting Room, Level 1, Technology Building, No. 2 Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province, PRC on Monday, November 2, 2026 at 3 p.m., or any adjournment thereof and notice of which is set out on pages 88 to 89 of this circular
“Group”	the Company and its subsidiaries

DEFINITIONS

“H Share(s)”	ordinary share(s) with a nominal value of RMB1.00 each in the share capital of the Company which are listed on the Hong Kong Stock Exchange and traded in HKD
“Holders’ Meeting”	the meeting of holders of this Stock Ownership Plan
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“HKD” or “HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Latest Practicable Date”	September 29, 2026, being the latest practicable date prior to the publication of this circular for ascertaining certain information herein
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited, as amended and supplemented from time to time
“Contemporary Luxembourg”	Contemporary Amperex Technology Luxembourg S.à.r.l. (盧森堡時代新能源科技有限公司), a wholly-owned subsidiary of the Company
“Management Committee”	the management committee of the Stock Ownership Plan
“PRC”	the People’s Republic of China, except where the context requires otherwise, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Remuneration and Appraisal Committee”	the remuneration and appraisal committee of the Board
“RMB”	Renminbi, the lawful currency of the PRC
“Shareholder(s)”	holder(s) of Share(s)
“Share(s)”	share(s) of the Company, including both A Shares and H Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules
“treasury share(s)”	has the meaning ascribed to it under the Listing Rules
“US\$”	US dollars, the lawful currency of the United States of America
“%”	percent

LETTER FROM THE BOARD



Contemporary Amperex Technology Co., Limited

寧德時代新能源科技股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 3750)

Executive Directors:

Mr. Zeng Yuqun (*Chairman of the Board*)

Mr. Pan Jian

Mr. Li Ping

Mr. Zhou Jia

Mr. Wu Yingming

Dr. Ouyang Chuying

Registered Office in Mainland China and

Headquarters:

No. 2 Xingang Road, Zhangwan Town

Jiaocheng District, Ningde City

Fujian Province

PRC

Principal Place of Business in Hong Kong:

5/F, Wheelock House

20 Pedder Street

Central

Hong Kong

Independent Non-executive Directors:

Dr. Wu Yuhui

Mr. Lin Xiaoxiong

Dr. Zhao Bei

September 30, 2026

To the Shareholders

Dear Sir/Madam,

**PROVISION OF FINANCIAL ASSISTANCE TO A CONTROLLED SUBSIDIARY
PROPOSED ADOPTION OF THE 2026 SECOND A SHARE EMPLOYEE STOCK
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LETTER FROM THE BOARD

I. INTRODUCTION

The purpose of this circular is to give you the notice of the EGM to be held on Monday, November 2, 2026 and the details of the resolutions to be proposed to consider and approve at the EGM and provide all the information reasonably required to enable you to make an informed decision on whether to vote for or against or abstain from voting on those resolutions.

II. MATTERS TO BE RESOLVED AT THE EGM

ORDINARY RESOLUTION

1. Provision of Financial Assistance to a Controlled Subsidiary

I. Overview of the Financial Assistance

To ensure the smooth progress of the Company's joint venture battery plant project in Spain, Contemporary Luxembourg, one of wholly-owned subsidiaries of the Company, intends to use its internal or self-raised funds to provide a shareholder loan commitment in the amount of EUR50 million (the "Financial Assistance") for Contemporary Star, one of controlled subsidiaries of the Company, which Contemporary Star may draw down in one or more tranches, provided that the normal business operations and use of funds of Contemporary Luxembourg are not affected. The annual interest rate on the loan shall be 3.55% (fixed rate), and the loan term shall run from the date of each drawdown to the maturity date agreed upon in the loan agreement. The other shareholders of Contemporary Star, will each provide financial assistance on the same terms in proportion to their capital contributions. The principal and interest of each shareholder under the loan agreement may, subject to satisfaction of compliance procedures, be converted into shares of Contemporary Star.

The Financial Assistance does not fall within the circumstances in which financial assistance is prohibited under the Rules Governing the Listing of Stocks on the ChiNext Market of the Shenzhen Stock Exchange, the Guidelines of the Shenzhen Stock Exchange for Self-Regulation of Listed Companies No. 2 – Standardized Operation of Companies Listed on the ChiNext Market, and other applicable provisions.

The recipient of the Financial Assistance is a controlled subsidiary of the Company within the scope of the consolidated financial statements. The Company can exercise substantive control over the recipient, and thus is able to effectively control risks in business and fund management, ensuring the funds safety. The Financial Assistance will not have a material impact on the Company's normal production and operations, and there is no circumstance that prejudices the interests of the Company and Shareholders, especially minority Shareholders. The Company will closely monitor Contemporary Star's operating performance, financial condition and solvency, strengthen supervision over the use of funds, and proactively prevent risks.

LETTER FROM THE BOARD

II. Principal Terms of the Financial Assistance Agreement

Contemporary Luxembourg intends to enter into a specific loan agreement with Contemporary Star, the principal terms of which are set out below:

- (1) Amount: a shareholder loan commitment of EUR50 million, with the actual loan amount subject to the amount actually disbursed.
- (2) Term: from the date of each drawdown to the “maturity date” as agreed upon in the loan agreement. The “maturity date” means the earlier of the following two dates: (a) the date falling twelve (12) months after the date of signing of the loan agreement; and (b) the date on which all principal and accrued interest have been either fully repaid or converted into shares of Contemporary Star in accordance with the loan agreement.
- (3) Use of proceeds: to provide Contemporary Star with funds required for plant construction investment and daily operations.
- (4) Annual interest rate: 3.55% (fixed rate).
- (5) Conversion arrangement: the principal and interest of the loan may, subject to satisfaction of compliance procedures, be converted into shares of Contemporary Star.

III. Risk Analysis and Risk Control Measures for the Financial Assistance

Contemporary Star is a controlled subsidiary within the scope of the Company’s consolidated statements. The Company is able to exercise effective risk control over its business, finance, fund management and other aspects. In addition, the other shareholders of Contemporary Star will each provide financial assistance to Contemporary Star on the same terms in proportion to their capital contributions. There is no circumstance that prejudices the interests of the Company and all Shareholders. Accordingly, the Company considers that the risks relating to the above financial assistance are controllable, and will not have a material impact on the Company’s financial position and operating results.

LETTER FROM THE BOARD

The above proposal has been considered and approved by the Board on September 30, 2026, and will be proposed at the EGM for consideration and approval in accordance with domestic laws and regulations.

SPECIAL RESOLUTIONS

2. Proposed Adoption of the 2026 Second A Share Employee Stock Ownership Plan and its Summary

Reference is made to the announcement of the Company dated September 30, 2026. The proposal on proposed adoption of the 2026 Second A Share Employee Stock Ownership Plan has been considered and approved by the Board on September 30, 2026, and a special resolution will be proposed at the EGM for consideration and approval. Details are as follows:

A. Purpose

The Company has formulated this Stock Ownership Plan in accordance with the provisions of the Company Law of the People's Republic of China, the Securities Law of the People's Republic of China, the Guiding Opinions on the Pilot Implementation of Employee Stock Ownership Plans by Listed Companies, the Self-regulatory Guidance No. 2 for Companies Listed on the Shenzhen Stock Exchange — Standardized Operation of Companies Listed on the ChiNext Market, and other relevant laws, regulations, regulatory documents, as well as the Articles of Association.

The purpose for which the Company establishes the Employee Stock Ownership Plan is to further improve the Company's corporate governance structure, establish and improve the Company's long-term incentive and restraint mechanism, attract and retain outstanding talent, fully mobilize their enthusiasm and creativity, effectively enhance the cohesion of the core team and the core competitiveness of the Company, and align the interests of Shareholders, the Company and the core team, so that all parties will jointly focus on the long-term development of the Company, thus ensuring the realization of the Company's development strategy and business goals.

B. Eligible Participants

The participants of this Stock Ownership Plan are the mid-level management personnel and core backbone personnel (including foreign employees, but excluding Directors, senior management of the Company, and Shareholders or actual controllers who individually or collectively hold 5% or more of the Shares, and their spouses, parents, and children) of the

LETTER FROM THE BOARD

Company (including subsidiaries within the scope of consolidated statements). The above participants are personnel who play an important role in the Company's operating results and future development, which is consistent with the purpose of this Stock Ownership Plan.

The above eligible employees shall participate in this Stock Ownership Plan in accordance with the principles of compliance with laws and regulations, voluntary participation, and self-assumption of risk, and the specific list shall be determined by the Remuneration and Appraisal Committee. There is no situation under this Stock Ownership Plan where employees are forced to participate in this Stock Ownership Plan through apportionment, mandatory distribution or other means.

The total number of employees participating in the initial grant under this Stock Ownership Plan is 5,960 persons, and the final number of participants shall be determined based on the actual payment status.

The participants reserved for the grant shall be determined by the Remuneration and Appraisal Committee as authorized by the Board, with reference to the criteria for the participants mentioned above and based on the subsequent actual development of the Company.

C. Source of Shares and Number of Shares

Source of Shares

The source of Shares for this Stock Ownership Plan will be the ordinary A Shares of the Company repurchased in the Company's dedicated securities account for repurchases. Upon approval of this Stock Ownership Plan at a general meeting, the ordinary A Shares of the Company held in the Company's dedicated securities account for repurchases will be acquired through non-trade transfer or other methods permitted by laws and regulations.

As of the Latest Practicable Date, the Company's dedicated securities account for repurchases held 28,319,044 A Shares of the Company for implementation of the share incentive plan or employee share ownership plan, representing 0.612% of the Company's then total share capital of 4,627,249,686 Shares. The final number of Shares held under this Stock Ownership Plan shall be subject to the number of Shares actually transferred.

Number of Shares

The size of this Stock Ownership Plan shall not exceed 8,081,586 Shares, representing 0.175% of the Company's then total share capital of 4,627,249,686 Shares. Among these, to meet the needs of the Company's sustainable development and to continuously attract and retain outstanding talent, this Stock Ownership Plan is proposed to set aside 1,700,000 reserved Shares, representing 21.04% of the total number of Shares

LETTER FROM THE BOARD

under this Stock Ownership Plan and 0.037% of the Company's current total share capital of 4,627,249,686 Shares. The reserved portion shall be transferred after the holders of the reserved portion are determined. Prior to allocation, the reserved portion shall not be subject to calculation at Holders' Meeting.

If an employee waives the right to subscribe for or fails to pay the subscription funds in full for the granted portion, the employee shall be deemed to have automatically waived the subscription rights, and that portion of the equity interest shall become null and void.

D. Source of Funds and Transfer Price

Source of Funds

The funds for employee contributions under this Stock Ownership Plan shall be sourced from the employees' legal remuneration, self-raised funds, and other methods permitted by laws and regulations. The Company has not provided any financial assistance or guarantees to the employees. The Company is not aware of any arrangements for third parties to provide incentives, funding, subsidies, make-whole arrangements to employees for their participation in the Stock Ownership Plan.

The total amount of funds under this Stock Ownership Plan shall not exceed RMB1,280,284,854. The subscription unit is the "portion", with each portion being RMB1.00. The maximum number of portions under this Stock Ownership Plan is 1,280,284,854. Unless otherwise specified, the initial subscription for a single employee is 1 portion (i.e., a subscription amount of RMB1.00). The total amount of funds to be contributed by the participating employees is RMB1,280,284,854, and the maximum number of Shares to be subscribed for by the employees is 8,081,586 Shares, which is calculated based on the purchase price of RMB158.42 per Share determined under this Stock Ownership Plan.

The specific amount and number of Shares for holders under this Stock Ownership Plan shall be determined based on their actual contribution amount. The specific timing of payment shall be subject to subsequent notice. If a holder's subscription funds are not paid on time and in full, the corresponding subscription rights shall be automatically forfeited, and that portion of the equity interest shall become null and void.

LETTER FROM THE BOARD

Transfer Price

The transfer price under this Stock Ownership Plan (including for the reserved portion) is RMB158.42/share.

The transfer price under this Stock Ownership Plan shall not be lower than the par value of the Shares, and shall not be lower than the higher of the following:

1. 50% of the average trading price of the Company's A Shares on the trading day immediately preceding the announcement of the draft of this Stock Ownership Plan (total trading value on the preceding trading day/total trading volume on the preceding trading day), which is RMB145.02/share;
2. 50% of the average trading price of the Company's A Shares for the 20 trading days preceding the announcement of the draft of this Stock Ownership Plan (total trading value for the preceding 20 trading days/total trading volume for the preceding 20 trading days), which is RMB158.42/share.

E. Allocation

The allocation of this Stock Ownership Plan among the holders is as follows:

Position	Number of Shares corresponding		Percentage of the Stock Ownership Plan
	Proposed subscription portions (‘0,000 portions)	to proposed subscription portions (‘0,000 Shares)	
Portion under initial grant: Middle management personnel and core backbone employees (5,960 persons)	101,097.0854	638.1586	78.96%
Reserved portion	26,931.4000	170.0000	21.04%
Total	128,028.4854	808.1586	100.00%

The aggregate number of Shares corresponding to the equity interest acquired by any single participant under this Stock Ownership Plan does not exceed 1% of the Company's total share capital. The total number of Shares held by the employees under this Stock Ownership Plan excludes Shares obtained by participants prior to the initial public offering and listing of the Company's A Shares, Shares purchased by them through the secondary market, and Shares obtained through equity incentive.

LETTER FROM THE BOARD

F. Duration

The duration of this Stock Ownership Plan is 60 months, commencing from the date on which the draft of this Stock Ownership Plan is approved at the Company's general meeting and the Company announces the transfer of the last tranche of the Company's Shares to this Stock Ownership Plan. The duration may be terminated early or extended upon completion of the procedures stipulated in the draft. This Stock Ownership Plan shall terminate automatically upon the expiry of its duration if it is not extended.

G. Lock-up Period and Assessment Arrangements

This Stock Ownership Plan sets out a lock-up period and performance assessment conditions for the holders. An employee's actual unlocking percentage for a given tranche shall be determined based on their performance assessment results, as follows:

Lock-up Period

The underlying Shares under the initial grant under this Stock Ownership Plan shall be unlocked in three tranches. Each tranche is subject to a 12-month lock-up period, for a total lock-up period of 36 months, commencing from the date on which the Company announces the completion of the transfer of the last tranche of underlying Shares related to the initial grant to this Stock Ownership Plan. The proportions of the underlying Shares to be unlocked in each tranche are 30%, 30%, and 40%, respectively, as follows:

First tranche of unlocking: On the first trading day after the 12-month anniversary of the date on which the Company announces the transfer of the last tranche of underlying Shares under the initial grant to this Stock Ownership Plan, 30% of the total number of underlying Shares held under this Stock Ownership Plan shall be unlocked.

Second tranche of unlocking: On the first trading day after the 24-month anniversary of the date on which the Company announces the transfer of the last tranche of underlying Shares under the initial grant to this Stock Ownership Plan, 30% of the total number of underlying Shares held under this Stock Ownership Plan shall be unlocked.

Third tranche of unlocking: On the first trading day after the 36-month anniversary of the date on which the Company announces the transfer of the last tranche of underlying Shares under the initial grant to this Stock Ownership Plan, 40% of the total number of underlying Shares held under this Stock Ownership Plan shall be unlocked.

LETTER FROM THE BOARD

Performance Assessment of Holders

The assessment of holders at individual level shall be organized and implemented in accordance with the Company's prevailing regulations on remuneration and assessment. The individual-level unlocking percentage shall be determined based on the assessment results in the table below:

Holder's Assessment Result for the Preceding Year	A/B + /B/B-	C/D
Holder's unlocking percentage (N)	100%	0%

Within each unlocking period of this Stock Ownership Plan, the actual number of interests of underlying Shares to be unlocked by a holder for the current period = the planned number of interests of underlying Shares to be unlocked by the holder for the current period × the unlocking percentage corresponding to the holder's annual assessment result.

H. Management of this Stock Ownership Plan

Upon obtaining approval at the general meeting, this Stock Ownership Plan shall be managed by the Company itself, and the specific method of implementation shall be determined based on the actual circumstances. The highest internal management authority of this Stock Ownership Plan is the Holders' Meeting. The Holders' Meeting shall establish a Management Committee and authorize it as the management body of this Stock Ownership Plan to supervise the daily management of the Stock Ownership Plan and to exercise other Shareholder rights on behalf of the holders, other than voting rights.

The Management Committee shall, in accordance with relevant laws, regulations, and normative documents as well as the relevant provisions of this Stock Ownership Plan, manage the assets of the Stock Ownership Plan, supervise its daily management, and safeguard the legitimate rights and interests of its holders, so as to ensure the safety of the assets of the Stock Ownership Plan and avoid potential conflicts of interests between other Shareholders and the holders of the Stock Ownership Plan. The management term of the Management Committee for this Stock Ownership Plan shall be from the date on which this Stock Ownership Plan is approved at the general meeting until the date on which this Stock Ownership Plan is terminated. This Stock Ownership Plan and the corresponding Administrative Measures for the Employee Stock Ownership Plan have clearly stipulated the rights and obligations of the Management Committee, and the risk prevention and segregation measures are sufficient.

The Board is responsible for considering the formulation and amendment of this Stock Ownership Plan by the Remuneration and Appraisal Committee, and for handling other relevant matters of this Stock Ownership Plan within the scope of authorization granted by the general meeting, and the Board has the authority to delegate the specific implementation of relevant matters to relevant institutions or individuals within the aforementioned scope of authorization.

LETTER FROM THE BOARD

I. Transfer

During the term of this Stock Ownership Plan, unless otherwise provided by laws, regulations, and normative documents, or with the consent of the Management Committee, the portions of this Stock Ownership Plan held by a holder may not be withdrawn, transferred, or used for mortgage, pledge, guarantee, debt repayment, or other similar disposals without authorization.

Implications under the Listing Rules

The 2026 Second A Share Employee Stock Ownership Plan constitutes a share scheme under Chapter 17 of the Listing Rules and is governed by the applicable disclosure requirements under Rule 17.12 of the Listing Rules. However, it does not constitute a share scheme involving the issue of new Shares within the meaning of Chapter 17 of the Listing Rules. According to relevant PRC laws and regulations, the 2026 Second A Share Employee Stock Ownership Plan is subject to the approval of Shareholders at a general meeting.

Please refer to Appendix I to this circular for the full text of the 2026 Second A Share Employee Stock Ownership Plan (Draft).

3. Proposed Adoption of the Administrative Measures for the 2026 Second A Share Employee Stock Ownership Plan

In order to regulate the implementation of the 2026 Second A Share Employee Stock Ownership Plan and to ensure the effective implementation of the plan, a special resolution will be proposed at the EGM to consider and approve the Administrative Measures for 2026 Second A Share Employee Stock Ownership Plan, the full text of which is set out in Appendix II to this circular.

The aforementioned administrative measures are formulated in accordance with the requirements of applicable laws, regulations, normative documents and the Articles of Association, and are in line with the provisions of the 2026 Second A Share Employee Stock Ownership Plan.

LETTER FROM THE BOARD

4. Proposed Grant of Full Authority to the Board to Handle All Specific Matters Related to the 2026 Second A Share Employee Stock Ownership Plan

To ensure the smooth implementation of the 2026 Second A Share Employee Stock Ownership Plan, a special resolution will be proposed at EGM to consider and approve the resolution of the general meeting to authorize the Board and its authorized person to deal with matters in relation to the 2026 Second A Share Employee Stock Ownership Plan, including but not limited to the following:

- (1) to handle the establishment, amendment, and termination of the 2026 Second A Share Employee Stock Ownership Plan;
- (2) to make decisions on the extension of the duration and the early termination of the 2026 Second A Share Employee Stock Ownership Plan;
- (3) to handle all matters in relation to the allocation, lock-up and unlocking of the Shares held under the 2026 Second A Share Employee Stock Ownership Plan;
- (4) to interpret the 2026 Second A Share Employee Stock Ownership Plan (Draft);
- (5) to authorize the Board to make corresponding adjustments to the price/number of such underlying Shares in the event of any capitalization of capital reserve, distribution of stock or cash dividends, share subdivision, share consolidation, or other similar matters affecting the Company prior to the completion of the non-trade transfer of Shares under the 2026 Second A Share Employee Stock Ownership Plan;
- (6) in case of adjustment in relevant laws, regulations, and normative documents, to amend and improve the 2026 Second A Share Employee Stock Ownership Plan based on any such adjustment;
- (7) to handle other necessary matters required for the 2026 Second A Share Employee Stock Ownership Plan, except for rights that are explicitly stipulated in relevant documents to be exercised by the general meeting;

With respect to the above authorized matters, except for those matters that are explicitly required by laws, regulations and normative documents, the 2026 Second A Share Employee Stock Ownership Plan, or the Articles of Association to be approved by a resolution of the Board, other matters may be directly exercised on behalf of the Board by the chairman of the Board or an appropriate person authorized by him.

The term of the aforementioned authorization shall commence from the date of approval by the EGM and end on the date of completion of the liquidation of the 2026 Second A Share Employee Stock Ownership Plan.

LETTER FROM THE BOARD

III. NOTICE OF EGM

Set out on pages 88 to 89 of this circular is the notice of the EGM at which, inter alia, above resolutions will be proposed to Shareholders for consideration and approval.

IV. FORM OF PROXY

A form of proxy is enclosed for use at the EGM. Such form of proxy is also published on the website of the Stock Exchange (www.hkexnews.hk) and the website of the Company (www.catl.com). Whether or not you intend to attend the EGM, you are requested to complete the enclosed form of proxy in accordance with the instructions stated thereon and return it to the Hong Kong share registrar of the Company, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Center, 183 Queen's Road East, Wan Chai, Hong Kong (for H Shareholders only) not less than 24 hours before the time fixed for holding the EGM (i.e. not later than 3 p.m. on Friday, October 30, 2026) or any adjournment thereof. Completion and delivery of the form of proxy shall not preclude Shareholders from attending and voting in person at the EGM (or any adjournment thereof) if they so wish and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

V. VOTING BY POLL

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of Shareholders at a general meeting must be taken by poll. Accordingly, the resolutions to be proposed at the EGM will be voted on by poll.

To the best knowledge of the Directors and having made all reasonable enquiries, no Shareholders have material interests in the above-mentioned matters and are required to abstain from voting on the relevant resolutions to be proposed at the EGM.

VI. CLOSURE OF REGISTER OF MEMBERS

For determining the Shareholders' entitlement to attend and vote at the EGM, the register of members of the Company will be closed from Wednesday, October 28, 2026 to Monday, November 2, 2026, both days inclusive, during which period no transfer of Shares will be effected. The record date for determining the eligibility of holders of H Shares to attend and vote at the EGM will be Monday, November 2, 2026. In order to qualify for attending and voting at the EGM, all transfer documents accompanied by the relevant share certificates must be lodged for registration with the Hong Kong share registrar of the Company, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Center, 183 Queen's Road East, Wan Chai, Hong Kong not later than 4:30 p.m. on Tuesday, October 27, 2026.

LETTER FROM THE BOARD

VII. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make this circular or any statement herein misleading.

VIII. RECOMMENDATION

The Directors are of the opinion that all the resolutions as set out in the notice of EGM for the Shareholders' consideration and approval are in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favor of all the resolutions to be proposed at the EGM.

Yours faithfully,
For and on behalf of the Board
Contemporary Amperex Technology Co., Limited
Mr. Zeng Yuqun
Chairman of the Board and executive Director

Stock abbr: CATL

Stock code: 300750

**Contemporary Amperex Technology Co., Limited
2026 Second A Share Employee Stock Ownership Plan
(Draft)**

September 2026

STATEMENT

The Company and all Directors guarantee that there are no false records, misleading statements or major omissions in the ESOP and its abstract, and bear individual and joint legal responsibilities for its authenticity, accuracy and completeness.

RISK WARNING

1. After its establishment, the ESOP will be managed by the Company itself, and it can only be implemented after it is reviewed and approved by the general meeting of the Company. Whether the ESOP can be approved by the general meeting of the Company is uncertain.
2. The specific source of funds, capital contribution ratio, implementation plan of the ESOP are preliminary results, and there is uncertainty about whether it can be implemented.
3. If the proportion of employees' subscription capital contribution is low, there is a risk that the ESOP cannot be established; If the employees' subscription capital contribution is insufficient, there is a risk that the ESOP will be lower than the expected scale.
4. The amortization of related costs or expenses incurred in the implementation of the ESOP may have an impact on the Company's net profit in relevant years.
5. The Company will disclose the relevant progress according to regulations in the future. Investors are requested to make careful decisions and pay attention to investment risks.

SPECIAL PROMPTS

The abbreviations of words in this part are consistent with the "DEFINITIONS" section.

- I. The 2026 Second A Share Employee Stock Ownership Plan of Contemporary Amperex Technology Co., Limited (Draft) (the "draft ESOP") is formulated by Contemporary Amperex Technology Co., Limited ("the Company" or "CATL") in accordance with relevant laws, regulations and normative documents such as the Company Law of the People's Republic of China, the Securities Law of the People's Republic of China, the Guiding Opinions on the Pilot Implementation of Employee Stock Ownership Plans by Listed Companies, Self-Regulatory Guidelines No. 2 for Companies Listed on the Shenzhen Stock Exchange – Standardized Operation of Companies Listed on the ChiNext Market, as well as requirements under the Articles of Association of Contemporary Amperex Technology Co., Limited (the "Articles of Association").
- II. The ESOP follows the principles of compliance with laws and regulations, voluntary participation and risk self-bearing, and there is no situation such as apportionment or forced distribution that forces employees to participate in the ESOP.

- III. The first grant Participants of the ESOP are the middle managers and core personnel of the Company (including subsidiaries included in consolidated statements, the same below) for the first time. The total number of employees participating in the ESOP is 5,960, and the final number of Participants is determined according to the actual payment.

The reserved personnel shall be determined by the Remuneration and Appraisal Committee authorized by the Board of Directors according to the standards of the first grant Participants and the actual subsequent development of the Company.

- IV. The transfer price (including the reserved part) of the ESOP is RMB158.42/share. The sources of funds for the ESOP are employees' legal salary, self-raised funds and other ways permitted by laws, regulations and normative documents. The Company does not provide financial assistance or guarantee to employees. The Company is not aware of arrangements for third parties to provide incentives, grants, subsidies, make-whole arrangements to employees for their participation in the ESOP.

Prior to the completion of the non-trading transfer of shares under the ESOP, if the Company converts capital reserve into share capital, distributes shares or cash dividends, splits of shares, reduces shares, etc., the Company will adjust the price of the Underlying Shares according to the provisions under the draft ESOP.

- V. The source of shares in the ESOP is the ordinary A shares of CATL repurchased from the Company's special securities account for repurchase. After the ESOP is reviewed and approved by the general meeting, the Company's ordinary A shares held by the Company's special securities account for repurchase will be obtained through non-trading transfer and other methods permitted by laws and regulations. The size of the ESOP does not exceed 8,081,586 shares, accounting for 0.175% of the Company's current total share capital of 4,627,249,686 shares. Among them, in order to meet the needs of the Company's sustainable development and continuously attract and retain outstanding talents, the ESOP plans to set up 1,700,000 reserved shares, accounting for 21.04% of the total number of shares in the ESOP, accounting for 0.037% of the Company's current total share capital of 4,627,249,686 shares. The reserved shares will not be transferred before the Holder of the reserved shares is determined, and the reserved shares will not participate in the voting of the Holders' Meeting before it is allocated.

If an employee gives up the subscription, or fails to pay the subscription funds in full according to the granted share, it will be deemed that he/she has voluntarily waived the subscription right, and this part of the share will become invalid.

The Board of Directors authorizes the Remuneration and Appraisal Committee to determine, during the duration, the Participants in respect of the reserved shares, and authorizes the Company's human resources department to determine the specific allocation plan (including but not limited to determining the subscription quantity, subscription price, timing schedule, assessment requirements and unlocking ratio for the Participants in respect of the reserved shares). If no qualified employees subscribe for the reserved shares or the remaining reserved shares are not fully granted during the term of the ESOP, the remaining reserved shares will become invalid.

After the implementation of the ESOP, the aggregate number of shares held by all valid employee stock ownership plans of the Company does not exceed 10% of the total share capital of the Company, and the aggregate number of shares corresponding to the share interests acquired by a single Participant does not exceed 1% of the total share capital of the Company. The total number of shares held by the ESOP does not include shares acquired by the Participants before the Company's initial public offering, shares purchased by themselves through secondary markets and shares acquired through equity incentives.

- VI. The term of the ESOP shall be 60 months commencing from the date on which the Company announces the last tranche of the Underlying Shares has been transferred to the ESOP. It can be terminated or extended in advance after fulfilling the procedures stipulated in the ESOP. The Underlying Shares granted for the first time under the ESOP are unlocked in three tranches, with a Lock-up Period of 12 months for each tranche and a total Lock-up Period of 36 months, starting from the date when the Company announced that the last Underlying Shares granted for the first time are transferred to the ESOP, and the proportion of Underlying Shares unlocked in each period is 30%, 30% and 40% respectively, that is, 30% of the Underlying Shares unlocked on the first trading day after 12 months from the date when the Company announces that the last tranche of Underlying Shares granted for the first time is transferred to the ESOP, 30% of the Underlying Shares unlocked on the first trading day after 24 months from the same date, and 40% of the Underlying Shares unlocked on the first trading day after 36 months from the same date. The unlocking arrangement of reserved shares is the same as the first grant part.

After the end of the Lock-up Period, the Management Committee will sell the corresponding Underlying Shares according to the authorization of the Holders' Meeting as appropriate during the term, and distribute the cash assets obtained from the sale of the Underlying Shares and other cash assets in the fund account of the ESOP according to the share held by the Holder after deducting the personal income tax, stamp duty and other taxes payable by the Holders according to law, or transfer all or part of the corresponding Underlying Shares to the Holder's personal securities account without trading according to the share held by the Holder; or dispose of the corresponding Underlying Shares through other means permitted by laws, regulations and normative documents.

- VII. After obtaining the approval of the general meeting, the ESOP will be managed by the Company itself, and the specific implementation method will be determined according to the actual situation. The supreme internal management authority of the ESOP is the Holders' Meeting. The ESOP shall establish a Management Committee to supervise the daily management of the ESOP and exercise other shareholder rights other than voting rights on behalf of the Holders.
- VIII. Before implementing the ESOP, the Company will solicit employees' opinions through the democratic means of the employees' congress. After the Board of Directors of the Company considers and approves the ESOP, it will submit the ESOP to the general meeting to consider and authorize the Board of Directors to handle related matters. The Board of Directors has the right to delegate authorization to relevant institutions or individuals to implement related matters within the above authorization scope. the ESOP can only be implemented after being approved by the general meeting of the Company. The general meeting of the Company to review the ESOP will adopt a combination of on-site voting and online voting.
- IX. The ESOP will voluntarily waive the voting rights of the Company's shares held by it, and the Holders of the ESOP will also waive the voting rights of the Company's shares indirectly held by participating in the ESOP.
- X. The financial, accounting treatment and taxation matters of the Company's implementation of the ESOP shall be conducted in accordance with the provisions of relevant financial system, accounting standards and tax system. The relevant taxes and fees that employees need to pay due to the implementation of the ESOP shall be borne by the employees themselves.
- XI. After the implementation of the ESOP, the Company's equity distribution will still meet the requirements of listing conditions.

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CHAPTER I DEFINITIONS

Unless otherwise specified, the following abbreviations are herein defined as follows:

CATL, the Company or the Listed Company	Contemporary Amperex Technology Co., Limited
ESOP	the 2026 Second A Share Employee Stock Ownership Plan of Contemporary Amperex Technology Co., Limited
The draft ESOP	the 2026 Second A Share Employee Stock Ownership Plan of Contemporary Amperex Technology Co., Limited (Draft)
Administrative Measures for Employee Stock Ownership Plan	Administrative Measures for the 2026 Second A Share Employee Stock Ownership Plan of Contemporary Amperex Technology Co., Limited
Holder(s), Participant(s)	the Company's employees participating in the ESOP (including subsidiaries included in consolidated statements)
Holders' Meeting	meeting of holders of the ESOP
Management Committee	the management committee of the ESOP
Remuneration and Appraisal Committee	the remuneration and appraisal committee of the Board of Directors
Underlying Shares, Shares of the Company or the Company's Shares	the ordinary A shares of CATL
Lock-up Period	the ESOP is unlocked in three tranches, with a lock-up period of 12 months for each tranche and a total lock-up period of 36 months
CSRC	China Securities Regulatory Commission
Stock Exchange	Shenzhen Stock Exchange
Securities Depository and Clearing Corporation	Shenzhen Branch of China Securities Depository and Clearing Corporation Limited
Company Law	The Company Law of the People's Republic of China

Securities Law	The Securities Law of the People's Republic of China
Guiding Opinions	The Guiding Opinions on the Pilot Implementation of Employee Stock Ownership Plans by Listed Companies
Self-Regulatory Guidelines No. 2	Self-Regulatory Guidelines No. 2 for Companies Listed on the Shenzhen Stock Exchange – Standardized Operation of Companies Listed on the ChiNext Market
Articles of Association	articles of association of Contemporary Amperex Technology Co., Limited
RMB, RMB'0,000	RMB yuan, RMB ten thousand yuan

Note: Some figures shown as totals herein may not be an arithmetic aggregation of the figures preceding them due to rounding adjustments.

CHAPTER II PURPOSE AND BASIC PRINCIPLES OF THE ESOP

I. THE PURPOSE OF THE ESOP

The Company formulated the ESOP in accordance with the Company Law, Securities Law, Guiding Opinions, Self-Regulatory Guidelines No. 2 and other relevant laws, regulations, normative documents and the Articles of Association.

The purpose of setting up the Company's ESOP is to further improve the Company's corporate governance structure, establish and improve the Company's long-term incentive and restraint mechanism, attract and retain outstanding talents, fully mobilize their enthusiasm and creativity, in order to effectively enhance the cohesion of the core team and the core competitiveness of the enterprise. To combine the interests of shareholders, the Company and the core team, all parties can pay attention to the Company's long-term development so as to ensure the realization of the Company's development strategy and business objectives.

II. BASIC PRINCIPLES FOLLOWED BY THE ESOP

(I) The principle of compliance with laws and regulations

When implementing the ESOP, the Company shall strictly follow the procedures prescribed by laws, regulations and normative documents, and carry out information disclosure in a true, accurate, complete and timely manner. No one shall use the ESOP to commit securities fraud such as insider trading and manipulation of securities markets.

(II) The principle of voluntary participation

The Company's implementation of the ESOP shall follow the principle of the Company's independent decision and employees' voluntary participation. The Company does not force employees to participate in the ESOP through apportionment or forced distribution.

(III) Risk self-bearing principle

Participants of the ESOP shall be responsible for their own profits and losses, bear their own risks and enjoy equal rights and interests as other investors.

**CHAPTER III PARTICIPANTS OF THE ESOP AND THEIR
DETERMINATION CRITERIA****I. BASIS FOR DETERMINING HOLDERS THE ESOP****(I) Legal basis for determining Participants**

According to the Company Law, Securities Law, Guiding Opinions, Self-Regulatory Guidelines No. 2 and other relevant laws, regulations, normative documents and relevant provisions of the Articles of Association, taking into account the actual situation, the Company has determined the list of Participants in the ESOP. All Participants are required to work in the Company (including subsidiaries included in consolidated statements), receive remuneration and sign labor contracts or employment contracts.

(II) Criteria for determining Participants

Participants of the ESOP are the middle managers and key personnel (including foreign employees, excluding directors, senior management, shareholders or actual controllers who individually or jointly hold more than 5% of the Company's shares and their spouses, parents and children) of the Company (including subsidiaries included in consolidated statements). The above incentive targets are those who play an important role in the business performance and future development of the Company, and are in line with the purpose of the ESOP.

The above qualified employees shall participate in the ESOP in accordance with the principles of compliance with laws and regulations, voluntary participation and at their own risk. The specific list shall be determined by the Remuneration and Appraisal Committee. There is no such situation as apportionment, compulsory distribution to force employees to participate in the ESOP.

II. SCOPE OF HOLDERS OF THE ESOP

The total number of employees who participated in the ESOP for the first time was 5,960, and the final number of Participants was determined according to the actual payment status.

The reserved personnel shall be determined by the Remuneration and Appraisal Committee authorized by the Board of Directors with reference to the above-mentioned criteria of Participants and the subsequent actual development of the Company, and the Company's human resources department shall be authorized to determine, on the basis of such list, the specific allocation plan for the incentive targets (including but not limited to determining the subscription quantity, subscription price, timing schedule, assessment requirements and unlocking ratio for the Participants in respect of the reserved shares).

CHAPTER IV SOURCE OF FUNDS, SOURCE OF SHARES, TRANSFER PRICE AND NUMBER OF SHARES OF THE ESOP

I. SOURCE OF FUNDS OF THE ESOP

The source of funds for the ESOP shall be the legal remuneration of employees, self-raised funds and funds obtained by other means permitted by laws and regulations. The Company does not provide financial assistance or guarantee to its employees, and is not aware of any arrangements for third parties to provide incentives, grants, subsidies, make-whole arrangements to employees for their participation in the ESOP.

The total amount of the ESOP shall not exceed RMB1,280,284,854. The "share" shall be used as the subscription unit, with each share priced at RMB1.00. The upper limit of the number of shares under the ESOP is 1,280,284,854. Except in special circumstances, the initial subscription number of shares for a single employee is 1 (i.e. the subscription amount is RMB1.00). The total amount of funds payable by participating employees is not more than RMB1,280,284,854, and the upper limit of the number of shares that employees can purchase is 8,081,586, which is calculated based on the purchase price of RMB158.42 per share determined by the ESOP.

The specific amount and number of shares of Holders of the ESOP shall be determined according to their actual contribution amount, and the specific payment time shall be subject to subsequent notice. If the Holder fails to pay the subscription funds on time and in full, he/she will automatically lose the corresponding subscription right, and this part of the equity share will become invalid.

II. SOURCE OF SHARES OF THE ESOP

The shares of the ESOP come from the ordinary A shares of CATL repurchased in the Company's special securities account for repurchase. After the ESOP is approved by the general meeting, the ordinary A shares of the Company held in the Company's special securities account for repurchase will be transferred through non-trading transfer and other methods permitted by laws and regulations.

The Company held the 25th meeting of the third session of Board of Directors on October 30, 2023, and reviewed and approved the Proposal on the Plan of Repurchasing the Company's Shares, which agreed that the Company use its own funds to repurchase part of its shares through centralized bidding transactions for the later implementation of the equity incentive plan or the ESOP. On October 30, 2024, the Company disclosed the Announcement on the Results of Share Repurchase. As of October 30, 2024, the Company has repurchased the Company's 15,991,524 shares through centralized bidding transactions on the stock trading system of Shenzhen Stock Exchange, accounting for 0.3632% of the Company's total share capital on the same day. The highest transaction price was RMB194.10/share, the lowest transaction price was RMB146.31/share, and the total transaction amount was RMB2,710,713,907.10 (excluding transaction fees).

The Company held the third meeting of the fourth session of the Board of Directors on April 7, 2025, and reviewed and approved the Proposal on the Plan of Repurchasing the Company's Shares, which agreed that the Company use its own or self-raised funds to repurchase part of its shares through centralized bidding transactions for the subsequent implementation of the equity incentive plan or the ESOP. On April 7, 2026, The Company disclosed the Announcement on the Results of Repurchasing A Shares and Changes in Shares. As of April 7, 2026, the Company has repurchased the Company's 15,990,782 shares through centralized bidding transactions on the stock trading system of Shenzhen Stock Exchange, accounting for 0.3628% of the Company's total share capital of A share on the same day. The highest transaction price is RMB317.63/share, the lowest transaction price is RMB231.50/share, and the total transaction amount is RMB4,385,504,687.90 (excluding transaction fees).

As of the disclosure date of this draft ESOP, the Company's special securities account for repurchase held the Company's 28,319,044 A shares for the implementation of the equity incentive plan or the ESOP, accounting for 0.612% of the Company's current total share capital of 4,627,249,686 shares. The final number of shares held under the ESOP shall be subject to the actual number of shares transferred. The Company will promptly disclose the number of Underlying Shares transferred to the ESOP within 2 trading days according to the Guiding Opinions and Self-regulatory Guidelines No. 2.

III. TRANSFER PRICE AND PRICING BASIS OF THE ESOP

(I) Transfer price

The transfer price of the ESOP (including reserved part) is RMB158.42/share.

The transfer price of the ESOP shall not be lower than the par value of the shares and shall not be lower than the higher of the following:

1. 50% of the average trading price of the Company's shares for the trading day immediately preceding the announcement of the draft ESOP (total amount of shares trading in the previous trading day/total number of shares trading in the previous trading day), being RMB145.02/share;

2. 50% of the average trading price of the Company's shares for the 20 trading days preceding the announcement of the draft ESOP, (total amount of shares trading in the previous 20 trading days/total number of shares trading in the previous 20 trading days), being RMB158.42/share.

(II) Pricing basis and explanation on the reasonableness of transfer price

There is a partial discount between the transfer price of the ESOP and the current market price, which is conducive to increasing the enthusiasm of employees to participate in the ESOP, enhancing employees' participation and giving full play to the incentive effect.

Therefore, the pricing method of the transfer price of the ESOP is reasonable and scientific, and does not harm the interests of the Company and all shareholders.

(III) Price adjustment method

Prior to the completion of the non-trading transfer of shares under the ESOP, if the Company converts capital reserve into share capital, distributes shares or cash dividends, splits of shares, reduces shares, etc., the Company will adjust the price of the Underlying Shares accordingly in the following manner:

1. Capitalization issue, bonus issue and sub-division of share capital

$$P = P_0 \div (1 + n)$$

Where: P_0 represents the initial purchase price before the adjustment; n represents the ratio of increase per share results from capitalization issue, bonus issue and sub-division of shares; P represents the adjusted initial purchase price.

2. Rights issue

$$P = P_0 \times (P_1 + P_2 \times n) / [P_1 \times (1 + n)]$$

Where: P_0 represents the initial purchase price before the adjustment; P_1 represents the closing price as at the record date; P_2 represents the price of the rights issue; n represents the ratio of the rights issue (i.e. the ratio of the number of shares to be issued under the rights issue to the total share capital of the Company before the rights issue); P represents the adjusted initial purchase price.

3. *Share consolidation*

$$P = P_0 \div n$$

Where: P_0 represents the initial purchase price before the adjustment; n represents the ratio of consolidation of shares; P represents the adjusted initial purchase price.

4. *Dividend distribution*

$$P = P_0 - V$$

Where: P_0 represents the initial purchase price before the adjustment; V represents the dividend per share; P represents the adjusted initial purchase price.

5. *Additional issuance*

Under the circumstance of additional issue of new shares, no adjustment will be made on the initial purchase price of the Underlying Shares.

IV. The Number of Underlying Shares

The size of the ordinary A shares repurchased from the special repurchase account of the Company is proposed to be transferred under the ESOP shall not exceed 8,081,586 shares, representing 0.175% of the current total share capital of the Company of 4,627,249,686 shares. The specific number of shares is determined according to the actual capital contribution.

After the implementation of the ESOP, the aggregate number of shares held by all valid employee stock ownership plans of the Company does not exceed 10% of the total share capital of the Company, and the aggregate number of shares corresponding to the share interests acquired by a single Participant does not exceed 1% of the total share capital of the Company. The total number of shares held by the ESOP does not include shares acquired by the Participants before the Company's initial public offering, shares purchased by themselves through secondary markets and shares acquired through equity incentives.

During the period between the date of announcement of the resolution of the Board of Directors and the transfer of repurchased shares under the ESOP, in case of capitalization issue, distribution of shares or cash dividends, share subdivision, share consolidation and other matters, the Company will make corresponding adjustments to the number of Underlying Shares.

1. Capitalization issue, bonus issue and sub-division of share capital

$$Q = Q_0 \times (1 + n)$$

Where: Q_0 represents the number of transferred shares before the adjustment; n represents the ratio of increase per share resulting from capitalization issue, bonus issue or subdivision of share capital (i.e. the increase in number of shares per share upon capitalization issue, bonus issue and sub-division of the share capital); Q represents the adjusted number of transferred shares.

2. Rights issue

$$Q = Q_0 \times P_1 \times (1 + n) \div (P_1 + P_2 \times n)$$

Where: Q_0 represents the number of transferred shares before the adjustment; P_1 represents the closing price as at the record date; P_2 represents the price of the rights issue; n represents the ratio of the rights issue (i.e. the ratio of the number of shares to be issued under the rights issue to the total share capital of the Company before the rights issue); Q represents the adjusted number of transferred shares.

3. Share consolidation

$$Q = Q_0 \times n$$

Where: Q_0 represents the number of transferred shares before the adjustment; n represents the ratio of consolidation of shares (i.e. one share shall be consolidated into n shares); Q represents the adjusted number of transferred shares.

4. Dividend distribution and additional issues

When the Company pays dividends or issues new shares, the number of transferred shares will not be adjusted.

CHAPTER V DISTRIBUTION OF HOLDERS OF THE ESOP

The distribution of Holders of the ESOP is as follows:

Title	Proposed subscription portions (‘0,000 portions)	Number of Shares corresponding to proposed subscription portions (‘0,000 Shares)	Percentage of the Stock Ownership Plan
Portion under initial grant: Middle management personnel and core backbone employees (5,960 persons)	101,097.0854	638.1586	78.96%
Reserved portion	26,931.4000	170.0000	21.04%
TOTAL	128,028.4854	808.1586	100.00%

Notes:

1. The Holders of the ESOP include some foreign employees, who play an important role in key positions such as overseas market development, technical support, product research and development, after-sales service. The Company’s inclusion of these foreign employees in the ESOP can further promote the building of the Company’s international team and maintain its competitive advantage in the market.
2. The specific number of shares held by the Holders of the ESOP shall be subject to the number of shares listed in the Employee Stock Ownership Plan Share Subscription Agreement signed by Participants and the Company. The Holders of the ESOP shall pay the subscription funds in full and on time according to the subscription shares, and the payment time shall be arranged by the Company in a unified notice.
3. Some figures shown as totals herein may not be an arithmetic aggregation of the figures preceding them due to rounding adjustments on above percentage results.

In order to meet the needs of the Company’s sustainable development and continuously attract and retain outstanding talents, the ESOP plans to set up 1,700,000 reserved shares, accounting for 21.04% of the total number of shares in the ESOP, accounting for 0.037% of the Company’s current total share capital of 4,627,249,686 shares. The reserved shares will not be transferred before the Holder of the reserved shares is determined, and the reserved shares will not participate in the voting of the Holders’ Meeting before it is allocated.

The Board of Directors authorizes the Remuneration and Appraisal Committee to determine, during the duration, the Participants in respect of the reserved shares, and authorizes the Company’s human resources department to determine the specific allocation plan (including but not limited to determining the subscription quantity, subscription price, timing schedule, assessment requirements and unlocking ratio for the Participants in respect of the reserved shares). If no eligible employee subscribes for the reserved shares or the remaining reserved shares are not fully granted during the term of the ESOP, the remaining reserved shares will become invalid.

CHAPTER VI DURATION, LOCK-UP PERIOD AND ASSESSMENT SETTING OF THE ESOP

I. DURATION OF THE ESOP

- (I) The term of the ESOP shall be 60 months commencing from the date on which the draft ESOP has been considered and approved by the general meeting of the Company and the Company announces the last tranche of the Underlying Shares has been transferred to the ESOP. It can be terminated or extended in advance after fulfilling the procedures stipulated in the draft ESOP. If the ESOP is not extended at the expiration of its duration, it will be terminated automatically.
- (II) One month before the expiration of the term of the ESOP, if all the Company shares held have not been sold or transferred to the Holders of the ESOP, the term of the ESOP may be extended, as agreed by the Holders holding more than two-thirds (inclusive) of the total units and attending the Holders' Meeting, and as considered and approved by the Board of Directors.
- (III) If the Company's shares under the ESOP cannot be fully realized before the expiration of the upper limit of the duration due to the suspension of trading of the Company's shares or the short window period, the term of the ESOP may be extended, as agreed by the Holders holding more than two-thirds (inclusive) of the total units and attending the Holders' Meeting, and as considered and approved by the Board of Directors.
- (IV) The Company shall disclose an indicative announcement six months before the expiration of the term of the ESOP, stating the number of shares under the ESOP that is about to expire and the proportion to the total share capital of the Company.
- (V) The Company shall disclose, no later than the expiration of the term of the ESOP, the number of shares under the expired ESOP, the proportion to the total share capital of the Company, and the disposal arrangements after the expiration. If it intends to extend the term, it shall explain the discrepancies from those before the extension item by item according to the disclosure requirements stipulated in the Self-Regulatory Guidelines No. 2, and fulfill the corresponding review procedures and disclosure obligations in accordance with the agreement of the draft ESOP.

II. LOCK-UP PERIOD AND ASSESSMENT ARRANGEMENT OF THE ESOP

The ESOP sets a Lock-up Period and performance appraisal conditions for Holders, and employees determine their actual unlocking ratio during the period based on the performance appraisal results, as follows:

- (I) The Underlying Shares granted for the first time under the ESOP are unlocked in three tranches, with a Lock-up Period of 12 months for each tranche and a total Lock-up Period of 36 months, starting from the date when the Company announced that the last Underlying Shares granted for the first time are transferred to the ESOP, and the proportion of Underlying Shares unlocked in each tranche is 30%, 30% and 40% respectively, as follows:

First-tranch unlocking: on the first trading day after 12 months from the date when the Company announced that the last tranche of Underlying Shares granted for the first time were transferred to the ESOP, 30% of the total number of Underlying Shares held by the ESOP will be unlocked.

Second-tranch unlocking: on the first trading day after 24 months from the date when the Company announced that the last tranche of Underlying Shares granted for the first time was transferred to the ESOP, 30% of the total number of Underlying Shares held by the ESOP will be unlocked.

Third-tranch unlocking: on the first trading day after 36 months from the date when the Company announced that the last tranche of Underlying Shares granted for the first time was transferred to the ESOP, 40% of the total number of Underlying Shares held by the ESOP will be unlocked.

- (II) Performance appraisal of Holders

The individual-level assessment of the Holders is conducted in accordance with the Company's existing relevant regulations on salary and assessment, and the individual-level unlocking ratio is determined according to the assessment results in the following table:

Holders' assessment results of the previous year	A/B + /B/B-	C/D
Holders' unlocking proportion (N)	100%	0%

During each unlocking period of the ESOP, the actual number of underlying share interests unlocked by the Holder in the current period = the number of underlying share interests intended to be unlocked by the Holder in the current period × the unlocking ratio corresponding to the annual assessment results of the Holder.

During the implementation process of the individual-level performance appraisal target of the Holder, if the actual share of the Underlying Shares unlocked by the Holder is less than the share planned to unlock, the Management Committee of the ESOP will return the Underlying Shares corresponding to the locked share to the Holder according to the sum of the original capital contribution of the Underlying Shares corresponding to the locked shares plus the interest calculated according to a bank's one-year loan interest rate (LPR) in the same period. Meanwhile, the Underlying Shares corresponding to the corresponding shares will be sold by the Management Committee as appropriate or disposed of through other methods permitted by laws and regulations, and the funds obtained will belong to the Company. If the Holder does not enjoy the Company's cash dividends corresponding to the corresponding Underlying Shares, the Company will do accounting treatment accordingly.

The unlocking arrangement of reserved shares is the same as the first grant part.

- (III) If the Lock-up Period of the ESOP is adjusted by relevant laws, regulations and normative documents such as the Guiding Opinions, Self-Regulatory Guidelines No. 2 before the termination of the ESOP, the Board of Directors of the Company may adjust the Lock-up Period according to the requirements of the updated laws, regulations and normative documents. The above-mentioned share lock-up arrangement shall be applied to the Underlying Shares acquired under the ESOP and the shares derived from the distribution of dividends and capital reserve conversion by the Listed Company.
- (IV) After the expiration of the Lock-up Period, the ESOP will strictly abide by market trading rules and regulations of the CSRC and Shenzhen Stock Exchange on the prohibition of buying and selling shares during the information sensitive period. The Company's shares will not be traded during the following periods:
1. within fifteen days before the announcement of the Company's annual report and interim report, and if the announcement date is postponed due to special reasons, it will be counted from 15 days before the original announcement date;
 2. within five days before the announcement of the Company's quarterly report, results forecast and preliminary results;
 3. from the date of a major event which may have a material impact on the trading price of the shares or derivatives of the Company or during the relevant decision-making process until the date of the legal disclosure thereof;
 4. other periods as may be stipulated by the CSRC and Shenzhen Stock Exchange.

If the relevant laws, regulations and normative documents change the relevant provisions that shares are not allowed to be bought and sold during the information sensitive period, the changed provisions shall apply.

(V) Explanation on the rationality and compliance of the Lock-up Period of the ESOP

The principle of setting the Lock-up Period of the ESOP is that incentives and constraints are equal. The Company believes that on the basis of compliance with laws and regulations, the setting of the Lock-up Period can not only fully motivate employees, but also create corresponding constraints on employees, so as to more effectively unify the interests of the Holders, the Company and its shareholders, and achieve the purpose of the ESOP.

CHAPTER VII ESOP'S PARTICIPATION IN FINANCING ARRANGEMENTS OF THE COMPANY DURING THE DURATION

When the Company raises funds by placement of shares, issuance of new shares, issuance of convertible bonds and other means during the duration of the ESOP, the Management Committee shall decide whether to participate in the financing and funding plan, and submit to the Holders' Meeting for consideration.

CHAPTER VIII MANAGEMENT MODEL OF THE ESOP

After obtaining the approval of the general meeting, the ESOP will be managed by the Company itself, and the specific implementation method will be determined according to the actual situation. The supreme internal management authority of the ESOP is the Holders' Meeting. The Holders' Meeting shall establish a Management Committee and authorize the Management Committee to act as the management organ of the ESOP to supervise the daily management of the ESOP and exercise other shareholder rights other than voting rights on behalf of the Holders.

The Management Committee manages the ESOP's assets, supervises its daily management, and safeguards the legitimate rights and interests of the Holders of the ESOP in a way that ensures the safety of the assets of the ESOP and avoids potential conflicts of interest between other shareholders of the Company and the ESOP Holders in accordance with relevant laws, regulations, normative documents and the relevant provisions of the ESOP. The management period for the Management Committee to manage the ESOP is from the date when the ESOP is approved by the general meeting to the date when the ESOP is terminated. The ESOP and the corresponding Administrative Measures for the Employee Stock Ownership Plan clearly stipulates the rights and obligations of the Management Committee and sufficient measures for risk prevention and isolation.

The Board of Directors of the Company is responsible for considering the ESOP as formulated and revised by the Remuneration and Appraisal Committee and handling other related matters of the ESOP within the scope authorized by the general meeting, and the Board has the authority to delegate the specific implementation of relevant matters to relevant institutions or individuals within the aforementioned scope of authorization.

I. THE BOARD OF DIRECTORS

After the ESOP is considered and approved by the general meeting, the general meeting authorizes the Board of Directors and its authorized persons to fully handle matters related to the ESOP within the scope of laws and regulations and the authorization of the general meeting. The content and scope of the authorization include but are not limited to:

1. to handle the establishment, modification and termination of the ESOP;
2. to make a decision on the extension and early termination of the term of the ESOP;
3. to handle all matters related to the distribution, locking and unlocking of the shares held in the ESOP;
4. to explain the draft ESOP;
5. prior to the completion of the non-trading transfer of shares under the ESOP, in case of capitalisation issue, distributing shares or cash dividends, share subdivision, share consolidation, the Board of Directors shall be authorized to adjust the price/quantity of the Underlying Shares accordingly;
6. if relevant laws, regulations and normative documents are adjusted, the ESOP shall be revised and improved accordingly according to the adjustment;
7. to handle other necessary matters required by the ESOP, except for the rights clearly stipulated in the relevant documents to be exercised by the general meeting;

Except for those matters clearly stipulated in laws, regulations, normative documents, the ESOP and the Articles of Association to be approved by the Board of Directors, other matters may be directly exercised by the chairman of the Board of Directors or an appropriate person authorized by him/her on behalf of the Board of Directors.

The above authorization is valid from the date of approval by the general meeting of the Company to the date of completion of liquidation of the ESOP.

II. REMUNERATION AND APPRAISAL COMMITTEE

Pursuant to this draft ESOP and the authorization of the Board of Directors, the Remuneration and Appraisal Committee shall perform the following duties:

1. prepare the draft and summary of the ESOP;
2. determine the initial grant Participants and distribution ratio of the ESOP, and agree to authorize the human resources department to determine the individual distribution for the Participants;
3. decide on the Participants of reserved shares of the ESOP, and authorize the human resources department to determine the subscription quantity, subscription price, time arrangement, assessment requirements and unlocking ratio of the Participants of reserved shares;

4. determine the unlocking arrangement of the Underlying Shares of the ESOP, including the unlocking list and unlocking ratio and other related matters;
5. other matters that are responsible for by the Remuneration and Appraisal Committee according to the draft ESOP and authorized by the Board of Directors.

III. THE HOLDERS' MEETING

- (I) Employees of the Company become Holders of the ESOP after subscribing for shares of the ESOP. The Holders' Meeting is the supreme internal management authority of the ESOP. All the Holders may attend and vote at the Holders' Meeting. The Holders may attend and vote at the Holders' Meeting in person, or by proxy. The travel expenses, expenses for board and lodging and other fees of the Holder and his/her proxy to attend the Holders' Meeting shall be borne by the Holder himself/herself.
- (II) The following matters shall be considered and discussed at the Holders' Meeting:
 1. Election, replacement and removal of any members of the Management Committee;
 2. Amendment, termination and extension of the term of the ESOP;
 3. During the term of the ESOP, when the Company raises funds by placement of shares, issuance of new shares, issuance of convertible bonds and other means, the Management Committee shall decide whether to participate in the financing and funding plan, and submit to the Holders' Meeting of the ESOP for consideration;
 4. Authorization to the Management Committee to supervise the daily management of the ESOP;
 5. Authorization to the Management Committee to exercise shareholders' rights;
 6. Authorization to the Management Committee to be responsible for the liquidation and distribution of assets of the ESOP;
 7. Other matters deemed to be necessary for consideration at the Holders' Meeting.
- (III) The first Holders' Meeting shall be convened and presided over by the person in charge of the human resources department of the Company, and the subsequent Holders' Meetings will be convened by the Management Committee and presided over by the chairman of the Management Committee. When the chairman of the Management Committee is unable to perform his/her duty, he/she shall appoint a member of the Management Committee to preside over the meeting.

(IV) To convene a Holders' Meeting, the Management Committee shall send out a written notice 3 days prior to the meeting to all the Holders through direct delivery, mail, fax, email or other means. The notice of meeting shall at least include the following details:

1. time and venue of the meeting;
2. means of convening;
3. matters to be considered (proposals);
4. convener and host of the meeting, proposer of the provisional meeting and its written proposals;
5. necessary materials for voting at the meeting;
6. requirements as to the Holders to attend the meeting in person or entrust other Holders to attend the meeting on their behalf;
7. contact person and contact information;
8. date of issuance of the notice.

In case of emergency, a Holders' Meeting can be convened by a verbal note. The verbal meeting notice shall at least include the above clauses of 1 and 2 and an explanation on the emergency and necessity to convene a Holders' Meeting.

The Holders' Meeting can be held and resolutions can be made through on-site or off-site methods. Off-site methods include video, telephone, fax, written signature or e-mail. All Holders attending the meeting through such methods shall be deemed to have attended the meeting in person.

(V) Voting procedures of the Holders' Meeting

1. After each proposal has been fully discussed, the host shall invite Holders present at the meeting to vote in a timely manner. The host may also invite them to vote only after all proposals have been discussed. Voting shall be carried out by written voting;
2. The Holders of the ESOP shall enjoy voting rights entitled by their holding shares;

3. The Holders may propose to vote “agree, disagree or abstain”. The Holders present at the meeting shall select one of the voting options, and any vote with no selection or more than two selections will be deemed as abstention. Anyone who leaves the venue halfway without returning to make a choice shall be deemed to have abstained. Any vote made after the host announces the voting results or after the prescribed voting time shall not be counted and shall be deemed as abstention;
 4. The host of the meeting shall announce the voting results at the venue of the meeting. Each proposal shall be deemed to be passed by a vote if it is approved by more than 50% (inclusive) of the shares held by the Holders attending the Holders’ Meeting (except for those that require the approval of more than 2/3 (inclusive) of the shares as stipulated in the ESOP), forming an effective resolution of the Holders’ Meeting;
 5. If the matters resolved at the Holders’ Meeting involve matters that need to be submitted to the Company’s Board of Directors and general meeting for consideration, they must be submitted to the Company’s Board of Directors and general meeting for consideration in accordance with the provisions of the Articles of Association;
 6. The host of the meeting shall arrange for record keeping for the Holders’ Meeting.
- (VI) Employees who individually or collectively hold 10% or more (inclusive) of the ESOP may submit provisional proposals to the Holders’ Meeting, and the provisional proposals must be submitted to the Management Committee 3 days before the Holders’ Meeting.
- (VII) Holders who individually or collectively hold 30% or more (inclusive) of the ESOP may propose to convene a provisional meeting. The Holders’ Meeting can only be held if the Holders who hold 50% or more (inclusive) of the ESOP in aggregate are present.

IV. MANAGEMENT COMMITTEE

- (I) The ESOP shall set up a Management Committee which is responsible for the Holders’ Meeting of the ESOP, and is the daily supervision and management organization of the ESOP.
- (II) The Management Committee comprises of three members including one chairman. All members of the Management Committee shall be elected by the Holders’ Meeting. The chairman of the Management Committee shall be elected by more than half of all members of the Management Committee. The term of office of members of the Management Committee shall be the term of the ESOP.

(III) Members of the Management Committee has the following fiduciary duties to the ESOP in accordance with laws, regulations and normative documents:

1. not to take advantage of their position and authority to accept bribes or other illegal income; not to occupy any property of the ESOP;
2. not to misappropriate funds of the ESOP;
3. without the consent of the Management Committee, not to open account under his or her own name or others' names to deposit assets or funds of the ESOP;
4. without the consent of the Holders' Meeting, not to lend the funds of the ESOP to others or provide guarantee for others with the properties of the ESOP;
5. not to take advantage of their positions and authority to jeopardize the interests of the ESOP;
6. not to disclose trade secrets related to the ESOP without authorization;
7. other obligations as specified by laws, regulations and normative documents.

Where a member of the Management Committee causes any loss to the ESOP due to his or her breach of fiduciary duties, he or she shall be liable for compensation.

(IV) The Management Committee shall discharge the following functions and authority:

1. convene Holders' Meetings (excluding the first Holders' Meeting), and exercise the resolutions adopted on Holders' Meetings;
2. supervise the daily management of the ESOP on behalf of all Holders;
3. exercise the shareholders' rights on behalf of all Holders;
4. manage the allocation of properties of the ESOP;
5. make decisions on the non-trading transfer of the underlying stocks of the ESOP to the Holder's personal securities account;

6. handle inheritance registration of the shares under the ESOP;
 7. open securities accounts, capital accounts and other related accounts for the ESOP;
 8. sign relevant documents on behalf of all Holders;
 9. decide on and implement the shareholding reduction arrangement of the ESOP;
 10. other functions and authority as delegated by the Holders' Meeting;
 11. other duties to be performed by the Management Committee as stipulated in this draft ESOP and relevant laws, regulations and normative documents.
- (V) The chairman of the Management Committee shall discharge the following functions and authority:
1. preside over Holders' Meetings and convene and preside over the meetings of the Management Committee;
 2. supervise and inspect the execution of resolutions of the Holders' Meetings and the Management Committee meetings;
 3. other functions and authority as delegated by the Management Committee.
- (VI) The Management Committee holds meetings from time to time, which shall be convened by the chairman of the Management Committee, and all members of the Management Committee shall be notified in writing 3 days before the meeting. If all members of the Management Committee unanimously agree on the voting matters, they may convene and vote by means of communication.

The above notice time limit may be waived with the consent of each member of the Management Committee. If the situation urgently requires convening an emergency meeting of the Management Committee as soon as possible, the meeting notice may be issued by telephone or other oral means at any time, but the convener shall make an explanation at the meeting.

The content of the notice shall include the following:

1. date and venue of the meeting;
2. duration of the meeting;
3. reasons for and agenda of the meeting;
4. date of issuance of the notice.

- (VII) Holders representing 30% or more of the shares of the ESOP may propose to convene a provisional meeting of the Management Committee. The chairman of the Management Committee shall convene and preside over Management Committee meetings within 5 days after receiving the proposal.
- (VIII) A member of the Management Committee may propose to convene a provisional meeting of the Management Committee. The chairman of the Management Committee shall convene and preside over Management Committee meetings within 3 days after receiving the proposal.
- (IX) Management Committee meetings shall be held only when more than half of the members of the Management Committee are present. A resolution made by the Management Committee must be approved by more than half of all members of the Management Committee. One member of the Management Committee will enjoy one vote regarding the voting on resolutions at the Management Committee meetings.
- (X) The voting for resolutions of the Management Committee shall be conducted by open ballot. On the premise that the members of the Management Committee can fully express their opinions, the Management Committee meetings can be held by communication/fax to adopt resolutions which shall be signed by all the members of the Management Committee.
- (XI) The members of the Management Committee shall attend the Management Committee meetings in person. If the members of the Management Committee are unable to attend the meeting, they may entrust other members of the Management Committee to attend the meeting on their behalf in writing. The power of attorney shall specify the name of the proxy, entrusting matters, scope of authorization and term of validity, and shall be signed or sealed by the principal. Members of the Management Committee who attends the meeting as proxies shall exercise the rights of members of the Management Committee within the scope of authorization. If a member of the Management Committee does not attend a meeting of the Management Committee or entrust a proxy to attend, he/she shall be deemed to have given up his/her right to vote at the meeting.
- (XII) The Management Committee shall make minutes of the decisions on the matters discussed at the meeting, which shall be signed by the members of the Management Committee present at the meeting.

(XIII) The minutes of the meeting of the Management Committee include the following contents:

1. date and venue of the meeting and name of the convener;
2. names of the members attending the Management Committee meeting and names of the members (proxies) of the Management Committee entrusted by others to attend the Management Committee meeting;
3. agenda of the meeting;
4. key points of speeches by members of the Management Committee;
5. the voting method and result of each resolution (the voting result shall indicate the number of votes in favor, against or abstention).

V. RISK PREVENTION AND ISOLATION MEASURES OF THE ESOP

1. The assets of the ESOP are independent of the inherent property of the Company. The Company shall not appropriate or misappropriate the assets of the ESOP or confuse the assets of the ESOP with the inherent assets of the Company in any other form.
2. The ESOP and the corresponding Administrative Measures for the Employee Stock Ownership Plan clearly stipulate the rights and obligations of the Management Committee and the risk prevention and isolation measures are sufficient.
3. After approved by the general meeting, the ESOP will be managed by the Company itself. The ESOP may engage professional institutions with relevant qualifications to provide consulting, management and other services for the ESOP depending on its implementation.

CHAPTER IX AMENDMENT TO AND TERMINATION OF THE ESOP AND DISPOSAL OF HOLDERS' INTERESTS

I. CHANGE, MERGER OR DIVISION OF DE FACTO CONTROL OF THE COMPANY

If, due to any reason, the actual controller of the Company changes, or there is a merger, division or other situations, the ESOP will remain unchanged.

II. AMENDMENT TO THE ESOP

During the term of the ESOP, changes to the ESOP, including but not limited to the way of capital contribution by the Holders, the way of acquiring interests by the Holders, the basis for determining the Holders, the size of funds, the source of shares, the size of shares, the extension of the term, the purchase price, interests unlocking arrangement, and the assessment setting, shall be submitted to the Board of Directors of the Company for consideration and approval. Changes exceeding the upper limit of the size of funds and the number of shares specified in Chapter IV of the draft ESOP (except for the number of shares adjusted due to the implementation of interests distribution), purchase price (except for the price adjustment due to the distribution of interests), interests unlocking arrangement, and the assessment setting need to be reviewed and approved by the general meeting.

III. TERMINATION OF THE ESOP

- (I) The ESOP shall be terminated automatically upon the expiration of its term (including any term extension).
- (II) After the expiration of the Lock-up Period and before the expiration of the term of the ESOP, when all the shares under the ESOP are transferred to the Holder's personal securities account through Shenzhen Stock Exchange and Securities Depository and Clearing Corporation System or the assets under the ESOP are monetary funds or all the remaining Underlying Shares are disposed of by other means permitted by laws and regulations, the ESOP may be terminated in advance.
- (III) The term of the ESOP may be extended one month before the expiry of the term of the ESOP, as agreed by the Holders holding more than two-thirds (inclusive) of the total units and attending the Holders' Meeting, and as considered and approved by the Board of Directors. The ESOP will be terminated automatically after the expiry of the extension period.
- (IV) If the Company's shares held by the ESOP cannot be fully realized before the expiration of the term due to the suspension of trading of the Company's shares or the short window period, the term of the ESOP may be extended, as agreed by the Holders holding more than two-thirds (inclusive) of the total units and attending the Holders' Meeting, and as considered and approved by the Board of Directors.

- (V) If the ESOP loses its incentive significance and fails to achieve the corresponding incentive effect due to changes in the economic situation, market industry and other factors, the ESOP may be terminated in advance, as agreed by the Holders holding more than two-thirds (inclusive) of the total units and attending the Holders' Meeting, and as considered and approved by the Board of Directors. The unlocked underlying share rights can be recovered by the Management Committee of the ESOP and sold as appropriate, and funds acquired belong to the Company. The amount of the original capital contribution of the Company plus the interest calculated according to a bank's one-year loan interest rate (LPR) for the same period will be returned to the Holders. If there is still income after returning it to the Holders, the income will be enjoyed by the Company. Also, the Company may dispose of the corresponding Underlying Shares through other methods permitted by laws and regulations.
- (VI) Except for the above circumstances, the termination of the ESOP must be agreed by the Holders holding more than one-half (inclusive) of the total units and attending the Holders' Meeting, considered and approved by the Board of Directors of the Company, and submitted to the general meeting for review and approval before implementation.

IV. MEASURES FOR DISPOSAL OF INTERESTS AND METHODS FOR DISTRIBUTION OF PROFIT AND LOSS AFTER EXPIRATION OF THE ESOP

- (I) When the term of the ESOP is not extended upon expiration or terminated in advance, the Holders' Meeting shall authorize the Management Committee to complete the liquidation within 15 working days from the date of expiration or termination after deducting relevant taxes and fees according to law, and distribute according to the shares held by the Holders.
- (II) After the end of the Lock-up Period, the Management Committee will sell the corresponding Underlying Shares according to the authorization of the Holders' Meeting as appropriate during the term, and distribute the cash assets obtained from the sale of the Underlying Shares and other cash assets in the fund account of the ESOP according to the share held by the Holders after deducting the personal income tax, stamp duty and other taxes payable by the Holders according to law, or transfer all or part of the corresponding Underlying Shares to the Holder's personal securities account without trading according to the share held by the Holders; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations.
- (III) After the expiration of the term of the ESOP, if the Underlying Shares held by the ESOP have not been fully sold or transferred to the Holder's personal securities account without trading, and the term of the ESOP is not extended, the specific disposal measures shall be determined by the Management Committee.

V. INFORMATION ON SHAREHOLDERS' RIGHTS CORRESPONDING TO THE SHARES HELD UNDER THE ESOP AND ARRANGEMENTS FOR HOLDERS' RIGHTS TO POSSESS, USE, BENEFIT FROM AND DISPOSE OF SHARES

- (I) The Holders of the ESOP enjoy asset income rights of the shares held by the ESOP according to the actual capital contribution share. The ESOP voluntarily waives the voting rights of the shares held by the ESOP, and the Holders of the ESOP will also waive the voting rights of the Company's shares indirectly held by participating in the ESOP. The corresponding shares acquired through the ESOP by Holders enjoy other shareholders' rights other than the voting rights at the general meeting of the Listed Company (including dividend rights, allotment rights, conversion of shares and other asset income rights).
- (II) Within the term of the ESOP, unless otherwise stipulated in laws, regulations and normative documents or upon approval of the Management Committee, the shares of the ESOP held by the Holders shall not be canceled, transferred or used for mortgage, pledge, guarantee, repayment of debts or other similar disposals.
- (III) During the Lock-up Period, the Holders shall not request the distribution of interests of the ESOP.
- (IV) During the Lock-up Period, when the Company converts capital reserve into share capital and distributes bonus shares, the newly acquired shares under the ESOP due to the holding of Shares of the Company shall be locked up together, and may not be sold or otherwise transferred in secondary markets. The unlocking period of such shares is the same as the correcting Underlying Shares.
- (V) After the end of the Lock-up Period, the Management Committee will sell the corresponding Underlying Shares as appropriate according to the authorization of the Holders' Meeting during the term, and distribute the cash assets obtained from the sale of the Underlying Shares and other cash assets in the fund account of the ESOP according to the share held by the Holder after deducting the personal income tax, stamp duty and other taxes payable by the Holder according to law, or transfer all or part of the corresponding Underlying Shares to the Holder's personal securities account without trading according to the share held by the Holder; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations.

- (VI) After the end of the Lock-up Period of the ESOP and during the term of the ESOP, when cash or other distributable income is obtained from the trading of the Underlying Shares held by the ESOP, the ESOP can distribute them in each fiscal year. According to the authorization of the Holders' Meeting, the Management Committee decides whether to distribute the aforementioned income. If it decides to distribute, the Holders' Meeting authorizes the Management Committee to do so according to the share held by the Holders after deducting relevant taxes and fees according to law.
- (VII) During the Lock-up Period, when the Company pays dividends, the cash dividends obtained by the ESOP for holding the Company's shares will be included in the monetary assets of the ESOP, and will not be distributed separately for the time being. After the Lock-up Period of the ESOP ends, the Company will uniformly distribute the cash dividends corresponding to the Underlying Shares that the Holders can actually unlock, but not distribute the cash dividends of the Underlying Shares that the Holders fail to unlock after the Lock-up Period expires. After the end of the Lock-up Period and during the term of the ESOP, when the Company pays dividends, the cash dividends obtained by the ESOP for holding Shares of the Company are included in the monetary assets of the ESOP and distributed in accordance with the above principles.
- (VIII) In case of other unagreed matters, the disposal method of the ESOP shares held by the Holders shall be determined by the Holders' Meeting.
- (IX) During the term of the ESOP, when the Company raises funds by placement of shares, issuance of new shares, issuance of convertible bonds, etc., the Management Committee shall decide whether to participate and determine relevant funding plan, and submit to the Holders' Meeting for consideration.

VI. MEASURES FOR DISPOSAL OF HOLDERS' INTERESTS UPON CHANGE OF HOLDERS

- (I) Save for the circumstances set out in paragraph (IX), if the Holder has changed his/her position, but still holds the position of the Company or a subsidiary in the consolidated statement of the Company, the share granted to the Holder shall be processed in full accordance with the procedures stipulated in the ESOP before the change of position.

However, if the Holder changes his/her position due to incompetence for the position, violation of the law, violation of professional ethics, disclosure of the Company's secrets, neglect or dereliction of duty and other acts that damage the Company's interests or reputation, the Management Committee shall decide whether to return to the Company all the income obtained by the Holder from participating in the ESOP from the date of occurrence. The Management Committee has the right to disqualify the Holder from participating in the ESOP. The locked shares and the unlocked but not yet distributed shares of the Holder shall be recovered by the Management Committee according to the original capital contribution and sold as appropriate, and the acquired funds shall be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. At the same time, if the circumstances are serious, the Company may also recover the losses suffered by the Company in accordance with the provisions of relevant laws and regulations.

- (II) If the Holder serves as an independent director of the Company or other person who cannot hold the shares of the ESOP of the Company, the unlocked shares (including the shares that meet the Lock-up Period requirements and the unlocked requirements but have not been distributed) shall be enjoyed by the Holder from the date of the occurrence. The locked part will no longer be enjoyed by the Holder, and the locked share of the ESOP will be recovered by the Management Committee and sold as appropriate according to the original capital contribution plus a bank's one-year loan interest rate (LPR) for the same period, and the funds obtained belong to the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. Before leaving the Company, the Holder needs to pay the personal income tax involved in the distributed income to the Company.
- (III) When the Holder encounters any of the following circumstances, the unlocked part of the Holder from the date of occurrence (including shares that meet the Lock-up Period requirements and unlocking requirements but have not yet been distributed) are enjoyed by the Holder. The locked shares shall no longer be enjoyed by the Holder, and the locked shares of the ESOP shall be recovered by the Management Committee according to the original capital contribution and sold as appropriate, and the funds obtained shall be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. Before leaving the Company, the Holder needs to pay the personal income tax involved in the distributed income to the Company.
1. has been determined by any stock exchange as an ineligible person in the last 12 months;
 2. has been determined by the CSRC and its delegated agencies as an ineligible person in the last 12 months;
 3. has been imposed by the CSRC or its delegated agencies with administrative penalties or measures prohibiting access into the market in the last 12 months due to material non-compliance of laws or regulations;
 4. is prohibited from acting as a Director or a member of the senior management as required by the Company Law;

5. is prohibited from participating in the ESOP of the Listed Company as required by laws and regulations;
 6. is under other circumstances determined by the CSRC.
- (IV) If the Holder resigns due to resignation, termination of the labor contract/employment agreement by both parties, non-renewal after expiration of the labor contract, etc., the unlocked part (including the shares that meet the Lock-up Period requirements and unlocked requirements but have not yet been distributed) shall be enjoyed by the Holder from the date of occurrence. The locked part will no longer be enjoyed by the Holder, and the locked share of the ESOP will be recovered by the Management Committee according to the sum of the original capital contribution plus the interest calculated according to a bank's one-year loan rate (LPR) for the same period and sold as appropriate, and the obtained funds will be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. Before leaving the Company, the Holder needs to pay the personal income tax involved in the distributed income to the Company.

However, if the Company or its subsidiaries terminate the labor relationship with the Holder due to the Holder's incompetence for the position, violation of the law, violation of professional ethics, disclosure of Company secrets, neglect or dereliction of duty and other acts that damage the interests or reputation of the Company, the Management Committee shall decide whether to return all the income obtained by the Holder from participating in the ESOP to the Company from the date of occurrence. The Management Committee has the right to disqualify the Holder from participate in the ESOP. The Holder's locked shares and unlocked but not yet distributed shares shall be recovered by the Management Committee according to the original capital contribution and sold as appropriate, and the funds obtained shall be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. At the same time, if the circumstances are serious, the Company may also recover the losses suffered by the Company in accordance with the provisions of relevant laws and regulations. Before leaving the Company, the Holder needs to pay the personal income tax involved in the distributed income to the Company.

- (V) If the Holder leaves his post due to retirement and no longer works in the Company, the unlocked part (including the shares that meet the Lock-up Period requirements and the unlocking requirements but have not yet been distributed) shall be enjoyed by the Holder from the date of occurrence. The locked part will no longer be enjoyed by the Holder, and the locked share of the ESOP will be recovered by the Management Committee according to the sum of the original capital contribution plus the interest calculated according to a bank's one-year loan rate (LPR) for the same period and sold as appropriate, and the obtained funds will be enjoyed by the Company; or dispose of the corresponding underlying stocks through other means permitted by laws and regulations. Before leaving the Company, the Holder needs to pay the personal income tax involved in the distributed income to the Company.

If the Holder retires and is being re-employed, the interests of the ESOP held by the Holder will not be changed, and it will be carried out according to the procedures stipulated in the ESOP before retirement.

- (VI) If the Holder loses the ability to work and leaves his/her job, it shall be dealt with in the following two situations:
1. When the Holder leaves his/her post due to his/her incapacity to work in performing his/her duties, the interests of the ESOP held by him/her will not be changed, but shall be disposed of according to the procedures stipulated in the ESOP before the Holder lost his/her ability to work. The Management Committee may decide that his/her personal performance appraisal conditions will no longer be included in the unlocking conditions. Before leaving the Company, the Holder needs to pay the personal income tax involved in the distributed income to the Company, and should pay the personal income tax involved in the current distribution of interests in time after each subsequent distribution.
 2. If the Holder leaves his/her post without losing his/her ability to work in performing his/her duties, the unlocked part (including the shares that meet the requirements of Lock-up Period and unlocking requirements but have not yet been distributed) shall be enjoyed by the Holder. The locked part will no longer be enjoyed by the Holder, and the locked share of the ESOP will be recovered by the Management Committee according to the sum of the original capital contribution plus the interest calculated according to a bank's one-year loan rate (LPR) for the same period and sold as appropriate, and the obtained funds will be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. Before leaving the Company, the Holder needs to pay the personal income tax involved in the distributed income to the Company.

(VII) The death of the Holder shall be dealt with in the following two situations:

1. If the Holder dies in performing his/her duties, the share of the ESOP held by him/her will be held by his/her designated property heir or legal heir on his/her behalf, and the interests of the ESOP held by him/her will not be changed, but shall be disposed of according to the procedures stipulated in the ESOP before the death of the Holder, and his/her personal performance appraisal will no longer be included in the unlocking conditions. Before inheritance, the heir needs to pay the personal income tax involved in the distributed income to the Company, and should pay the personal income tax involved in the current distribution of income in time after subsequent distribution of income.
2. If the Holder dies not in performing his/her duties, the unlocked part of the Holder (including the shares that meet the requirements of the Lock-up Period and the unlocking requirements but have not yet been distributed) shall be enjoyed by his/her designated property heir or legal heir. The locked part will no longer be enjoyed by the Holder, and the locked share of the ESOP will be recovered by the Management Committee according to the sum of the original capital contribution plus the interest calculated according to a bank's one-year loan rate (LPR) for the same period and sold as appropriate, and the obtained funds will be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. Before inheritance, the heir needs to pay the personal income tax involved in the distributed income to the Company, and should pay the personal income tax involved in the current distribution of income in time after subsequent distribution of income.

(VIII) Change in control of the subsidiary where the Holder serves

While the Holder works in a subsidiary controlled by the Company, if the Company loses control of the subsidiary and the Holder remains in the subsidiary, the unlocked part (including the shares that meet the Lock-up Period requirements and the unlocking requirements but have not yet been distributed) shall be enjoyed by the Holder from the date of occurrence. The locked part will no longer be enjoyed by the Holder, and the locked share of the ESOP will be recovered by the Management Committee according to the sum of the original capital contribution plus the interest calculated according to a bank's one-year loan rate (LPR) for the same period and sold as appropriate, and the obtained funds will be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. Before leaving the Company, the Holder needs to pay the personal income tax involved in the distributed income to the Company.

(IX) Where the Holder has been subject to other incentive policies of the Company or its subsidiaries, or has been transferred to other subsidiaries that are no longer suitable for participation in the ESOP, and thus no longer suitable to participate in the ESOP under the Company's internal management rules, the Management Committee shall determine the specific manner of handling on a case-by-case basis.

- (X) Other circumstances in which the Holder is no longer suitable to participate in the ESOP and handling of special circumstances of the Holder

In case of other circumstances in which the Holder is no longer suitable to participate in the ESOP, the Management Committee shall determine the specific handling method on a case-by-case basis.

In view of the circumstances listed in the above items (I) to (VIII), but due to the special circumstances of the Holder, it is really necessary to deviate from the established disposal rules of the aforementioned clauses, the Management Committee shall determine the specific disposal method on a case-by-case basis.

- (XI) If the Holder has the circumstances mentioned in above items (I) to (X), and his/her shares under the ESOP is recovered by the Management Committee, the Management Committee has the right to recover the cash dividends corresponding to this part of the ESOP share free of charge and return to the Company, and the Company will make corresponding accounting treatment.

CHAPTER X RIGHTS AND OBLIGATIONS OF THE COMPANY AND HOLDERS

I. RIGHTS AND OBLIGATIONS OF THE COMPANY

(I) Rights of the Company

1. To supervise the operation of the ESOP and safeguard the interests of Holders;
2. Dispose of the Holders' interests in accordance with the relevant provisions of the ESOP;
3. Other rights stipulated in laws, regulations and normative documents and the ESOP.

(II) Obligations of the Company

1. Fulfill the information disclosure obligation regarding the ESOP in a truthful, accurate, complete and timely manner;
2. Open and cancel securities accounts and capital accounts and other corresponding support for the ESOP in accordance with relevant laws, regulations and normative documents;
3. Withhold and remit taxes and fees that should be withheld and remitted by the Company according to the provisions of national tax laws and regulations;
4. Other obligations stipulated in laws, regulations and normative documents and the ESOP.

II. RIGHTS AND OBLIGATIONS OF HOLDERS

(I) Rights of Holders are as follows:

1. Enjoy the interests of the assets under the ESOP according to their shares under the ESOP;
2. Participate or appoint their proxies to attend Holders' Meetings and exercise the corresponding voting rights;
3. Supervise the management of the ESOP and make suggestions or inquiries;
4. Other rights stipulated in laws, regulations and normative documents or the ESOP.

(II) Obligations of Holders are as follows:

1. During the term of the ESOP, without the consent of the Management Committee, the shares under the ESOP held by the Holders shall not be used for mortgage, pledge, guarantee or repayment of debts;
2. Comply with the ESOP and contribute capital within the agreed period according to the amount subscribed for the ESOP;
3. Comply with the resolutions of Holders' Meetings;
4. Bear the contingent risks of the ESOP according to his/her share under the ESOP;
5. Bear the statutory share transaction taxes and fees when the ESOP meets the unlocking conditions and the share is sold according to his/her share under the ESOP, and bear the taxes on his/her own stipulated by the state and other relevant laws, regulations and normative documents due to participation in the ESOP and the ESOP meets the unlocking conditions and the share is sold;
6. Keep all secrets during the implementation of the ESOP, unless announced by the Company in accordance with the law;
7. Other obligations stipulated in laws, regulations and normative documents and the Administrative Measures for the Employee Stock Ownership Plan.

CHAPTER XI ACCOUNTING TREATMENT OF THE ESOP

According to the provisions of the Accounting Standards for Business Enterprises No. 11 – Share-based Payment: as to an equity-settled share-based payment in exchange for services of employees that vests only upon completion of services within the Vesting Period or upon satisfaction of specified performance conditions, then on each balance sheet date within the Vesting Period, the services obtained in the current period should, based on the best estimate of the number of vested equity instruments, be stated in relevant costs or expenses and the capital reserves at the fair value of the equity instruments on the date of grant.

Assuming that the Company transfers 6,381,586 Underlying Shares transferred for the first time to the ESOP at the end of November 2026, when the Lock-up Period expires, the ESOP will sell the Underlying Shares held or transfer the Underlying Shares held to the Holder's personal securities account as agreed in the preceding paragraph. As estimated, assuming that the fair value of the unit equity instrument is based on the closing price of the Company's shares of RMB291.11/ share when the Board of Directors reviews the ESOP, the Company shall confirm the estimated total expense of RMB846.7726 million. The expense will be shared by the Company during the Lock-up Period, and the estimated amortization of the expenses of the ESOP is calculated as follows:

Number of shares transferred for the first time (10,000 shares)	Total share-based payment expenses (RMB10,000)	2026 (RMB10,000)	2027 (RMB10,000)	2028 (RMB10,000)	2029 (RMB10,000)
638.1586	84,677.26	4,116.26	47,278.14	22,933.43	10,349.44

Note: The final impact on the Company's operating results will be subject to the annual audit report issued by the accounting firm.

The above estimation does not include the reserved transferred part, and additional share-based payment expenses will be incurred when the reserved transferred part is transferred.

The amortization of the expenses of the ESOP has an impact on the net profit of each year during the validity period. If the positive effect of the ESOP on the development of the Company is considered, the ESOP will effectively stimulate the enthusiasm of the Company's employees and improve operational efficiency.

CHAPTER XII PROCEDURES FOR IMPLEMENTATION OF THE ESOP

- I. The Board of Directors and its Remuneration and Appraisal Committee are responsible for preparing the draft and summary of the ESOP.
- II. Before implementing the ESOP, the Company should fully solicit opinions of employees through the employee's congress and other organizations.
- III. The Board of Directors considers and approves the draft ESOP, and the Remuneration and Appraisal Committee shall express its opinions on whether the ESOP is beneficial to the sustainable development of the Company, whether it harms the interests of the Company and all shareholders, and whether there are apportionment, forced distribution and other means to force employees to participate in the ESOP.
- IV. When the Board of Directors considers the ESOP, the directors related to the ESOP shall abstain from voting. The Board of Directors shall announce the resolutions of the Board of Directors, the summary of the draft ESOP and the opinions of the Remuneration and Appraisal Committee within two trading days after considering and approving the draft ESOP.
- V. The Company engages a law firm to issue legal opinions on whether the ESOP and related matters are legal and compliant, whether the necessary decision-making and approval procedures have been performed, and then publishes the legal opinions two trading days before the relevant on-site general meeting.
- VI. To convene a general meeting to consider the ESOP. The general meeting will adopt a combination of on-site voting and online voting, and the votes of small and medium investors will be counted separately and publicly disclosed. If the ESOP involves relevant directors and shareholders, the relevant directors and shareholders shall abstain from voting. The ESOP can be implemented after two-thirds of the valid voting rights of the shareholders present at the general meeting are approved (among which the related shareholders should abstain from voting).
- VII. After the establishment of the ESOP, a Holders' Meeting of the ESOP shall be held to elect members of the Management Committee to clarify the specific matters of the implementation of the ESOP.
- VIII. The Company shall promptly disclose the time, quantity and proportion of acquired Underlying Shares within two trading days after completing the purchase of the Underlying Shares or transferring the Underlying Shares to the ESOP.
- IX. Other procedures required by the CSRC and Shenzhen Stock Exchange.

If relevant laws, regulations and normative documents change the provisions of the above implementation procedures, the changed provisions shall apply.

CHAPTER XIII RELATED-PARTY RELATIONSHIP AND ACTING-IN-CONCERT RELATIONSHIP UNDER THE ESOP

There is no acting-in-concert relationship stipulated in the Measures for the Administration of Takeovers of Listed Companies between the ESOP and the Company's controlling shareholders, actual controllers, directors, senior managers and the existing employee stock ownership plans, as follows:

- I. The controlling shareholders and the de facto controllers of the Company do not participate in the ESOP. The ESOP has not entered into any acting-in-concert agreement or any acting-in-concert arrangement with the controlling shareholders and the de facto controllers of the Company.
- II. The Holders of the ESOP do not include the directors and senior managers of the Company, and the ESOP has not entered into any acting-in-concert agreement or any acting-in-concert arrangement with the directors, senior managers and the existing employee stock ownership plans of the Company.
- III. The Company's 2026 A Share Employee Stock Ownership Plan has not been implemented. Each phase of the Company's employee stock ownership plans is managed and accounted independently, and there is no affiliated relationship or acting-in-concert relationship between the ESOP and the Company's existing employee stock ownership plans.
- IV. The ESOP voluntarily waives the voting rights of the Company's Shares held by the ESOP, and the Holders of the ESOP will also waive the voting rights of the Company's shares indirectly held by participating in the ESOP.
- V. The supreme internal authority of the ESOP is the Holders' Meeting, and the Management Committee will be elected by the Holders' Meeting to supervise the daily management of the ESOP.

To sum up, there is no acting-in-concert relationship between the ESOP and the Company's controlling shareholders, the de facto controllers, directors, senior managers and the existing employee stock ownership plans.

CHAPTER XIV OTHER IMPORTANT MATTERS

- I. The consideration and approval of the ESOP by the Board of Directors and general meeting of the Company does not mean that the Holder enjoys the right to continue to serve in the Company and its subordinate enterprises, nor does it constitute the commitment of the Company and its subordinate enterprises to the employment period of employees. The labor/employment relationship between the Company and its subordinate enterprises and employees is still implemented according to the labor/employment contract signed by the Company and its subordinate enterprises and the Holder.

- II. The financial, accounting treatment and taxation matters of the Company's implementation of the ESOP shall be conducted in accordance with the provisions of relevant financial system, accounting standards and tax system. The relevant personal income tax that employees need to pay due to the implementation of the ESOP shall be borne by the employees themselves.
- III. Any dispute or conflicts arising from or related to the ESOP shall be settled by friendly negotiation between the parties concerned. If negotiation fails, either party may file a civil lawsuit with the people's court where the Company is located, and settle it through relevant judicial procedures.
- IV. If the relevant provisions of the ESOP conflict with the relevant laws, regulations and normative documents, the relevant laws, regulations and normative documents shall be applied.
- V. The right to interpret the ESOP belongs to the Board of Directors of the Company, and it will take effect after it is reviewed and approved by the general meeting of the Company.

Board of Directors of Contemporary Ampere Technology Co., Limited
September 30, 2026

**CONTEMPORARY AMPEREX TECHNOLOGY CO., LIMITED
ADMINISTRATIVE MEASURES FOR
THE 2026 SECOND A SHARE EMPLOYEE STOCK OWNERSHIP PLAN**

CHAPTER 1 GENERAL PROVISIONS

Article 1 To regulate the implementation of the 2026 Second A Share Employee Stock Ownership Plan (the “ESOP”) of Contemporary Amperex Technology Co., Limited (“CATL” or “the Company”), it is hereby to formulate the Administrative Measures for the 2026 Second A Share Employee Stock Ownership Plan of Contemporary Amperex Technology Co., Limited (the “Measures”) in accordance with relevant laws, regulations and normative documents such as the Company Law of the People’s Republic of China (the “Company Law”), the Securities Law of the People’s Republic of China (the “Securities Law”), the Guiding Opinions on the Pilot Implementation of Employee Stock Ownership Plans by Listed Companies (the “Guiding Opinions”), Self-Regulatory Guidelines No. 2 for Companies Listed on the Shenzhen Stock Exchange – Standardized Operation of Companies Listed on the ChiNext Market (“Self-Regulatory Guidelines No. 2”), as well as requirements under the Articles of Association of Contemporary Amperex Technology Co., Limited (the “Articles of Association”) and the 2026 Second A Share Employee Stock Ownership Plan of Contemporary Amperex Technology Co., Limited (draft).

Article 2 Basic Principles Followed by the ESOP

(I) The principle of compliance with laws and regulations

When implementing the ESOP, the Company shall strictly follow the procedures prescribed by laws, regulations and normative documents, and carry out information disclosure in a true, accurate, complete and timely manner. No one shall use the ESOP to commit securities fraud such as insider trading and manipulation of securities markets.

(II) The principle of voluntary participation

The Company’s implementation of the ESOP shall follow the principle of the Company’s independent decision and employees’ voluntary participation. The Company does not force employees to participate in the ESOP through apportionment or forced distribution.

(III) Risk self-bearing principle

Participants of the ESOP shall be responsible for their own profits and losses, bear their own risks and enjoy equal rights and interests as other investors.

CHAPTER 2 PARTICIPANTS OF THE ESOP**Article 3** Holders of the ESOP**(I) Basis for determining holders of the ESOP****1. *Legal basis for determining participants***

According to the Company Law, Securities Law, Guiding Opinions, Self-Regulatory Guidelines No. 2 and other relevant laws, regulations, normative documents and relevant provisions of the Articles of Association, taking into account the actual situation, the Company has determined the list of participants in the ESOP. All participants are required to work in the Company (including subsidiaries included in consolidated statements), receive remuneration and sign labor contracts or employment contracts.

2. *Criteria for determining participants*

Participants of the ESOP are the middle management and key personnel (including foreign employees, excluding directors, senior management, shareholders or actual controllers who individually or jointly hold more than 5% of the Company's shares and their spouses, parents and children) of the Company (including subsidiaries included in consolidated statements). The above incentive targets are those who play an important role in the business performance and future development of the Company, and are in line with the purpose of the ESOP.

The above qualified employees shall participate in the ESOP in accordance with the principles of compliance with laws and regulations, voluntary participation and at their own risk. The specific list shall be determined by the Remuneration and Appraisal Committee. There is no such situation as apportionment, compulsory distribution to force employees to participate in the ESOP.

(II) Scope of holders of the ESOP

The total number of employees who participated in the ESOP for the first time was 5,960, and the final number of participants was determined according to the actual payment status.

The reserved personnel shall be determined by the Remuneration and Appraisal Committee authorized by the Board of Directors with reference to the above-mentioned criteria of participants and the subsequent actual development of the Company, and the human resources department of the Company is authorized to determine the specific allocation proposal for the participants based on the list of such reserved personnel (including, but not limited to, determining the subscription quantity, subscription price, schedule, performance appraisal requirements, unlocking proportion, etc. of the participants of the reserved portion).

CHAPTER 3 SOURCE OF FUNDS AND SOURCE OF SHARES OF THE ESOP

Article 4 Source of Funds of the ESOP

The source of funds of employees for the ESOP shall be the legal remuneration of employees, self-raised funds and funds obtained by other means permitted by laws and regulations. The Company does not provide financial assistance or guarantee to its employees, and is not aware of any arrangements for third parties to provide incentives, grants, subsidies, make-whole arrangements to employees for their participation in the ESOP.

The total amount of the ESOP shall not exceed RMB1,280,284,854. The “share” shall be used as the subscription unit, with each share priced at RMB1.00. The upper limit of the number of shares under the ESOP is 1,280,284,854. Except in special circumstances, the initial subscription number of shares for a single employee is 1 (i.e. the subscription amount is RMB1.00). The total amount of funds payable by participating employees is not more than RMB1,280,284,854, and the upper limit of the number of shares that employees can purchase is 8,081,586, which is calculated based on the purchase price of RMB158.42 per share determined by the ESOP.

The specific amount and number of shares of the holders of the ESOP shall be determined according to their actual contribution amount, and the specific payment time shall be subject to subsequent notice. If the holder fails to pay the subscription funds on time and in full, he/she will automatically lose the corresponding subscription right, and this part of the equity share will become invalid.

Article 5 Source of Shares of the ESOP

The shares of the ESOP come from the ordinary A shares of CATL repurchased in the Company’s special securities account for repurchase. After the ESOP is approved by the general meeting, repurchased ordinary A shares of the Company will be transferred through non-trading transfer and other methods permitted by laws and regulations.

The Company held the 25th meeting of the third session of Board of Directors on October 30, 2023, and reviewed and approved the Proposal on the Plan of Repurchasing the Company’s Shares, which agreed that the Company use its own funds to repurchase part of its shares through centralized bidding transactions for the later implementation of the equity incentive plan or the ESOP. On October 30, 2024, the Company disclosed the Announcement on the Results of Share Repurchase. As of October 30, 2024, the Company has repurchased 15,991,524 shares through centralized bidding transactions on the stock trading system of Shenzhen Stock Exchange, accounting for 0.3632% of the Company’s total share capital on the same day. The highest transaction price was RMB194.10/share, the lowest transaction price was RMB146.31/share, and the total transaction amount was RMB2,710,713,907.10 (excluding transaction fees).

The Company held the third meeting of the fourth session of the Board of Directors on April 7, 2025, and reviewed and approved the Proposal on the Plan of Repurchasing the Company's Shares, which agreed that the Company uses its own or self-raised funds to repurchase part of its shares through centralized bidding transactions for the subsequent implementation of the equity incentive plan or the ESOP. On April 7, 2026, the Company disclosed the Announcement on the Results of Repurchasing A Shares and Changes in Shares. As of April 7, 2026, the Company has repurchased 15,990,782 A shares through centralized bidding transactions on the stock trading system of Shenzhen Stock Exchange, accounting for 0.3628% of the Company's total share capital of A share on the same day. The highest transaction price is RMB317.63/share, the lowest transaction price is RMB231.50/share, and the total transaction amount is RMB4,385,504,687.90 (excluding transaction fees).

As of the disclosure date of this draft ESOP, the Company's special securities account for repurchase held 28,319,044 A shares for the implementation of the equity incentive plan or the ESOP, accounting for 0.612% of the Company's current total share capital of 4,627,249,686 shares. The final number of shares held under the ESOP shall be subject to the actual number of shares transferred. The Company will promptly disclose the number of Underlying Shares transferred to the ESOP within 2 trading days after such transfer according to the Guiding Opinions and Self-regulatory Guidelines No. 2.

Article 6 Transfer Price and Pricing Basis of the ESOP

(I) Transfer price

The transfer price of the ESOP (including reservation) is RMB158.42/share.

The transfer price shall not be lower than the par value of the shares and shall not be lower than the higher of the following:

1. 50% of the average trading price of the Company's shares for the trading day immediately preceding the announcement of the draft ESOP (total amount of shares trading on the previous trading day/total number of shares trading on the previous trading day), being RMB145.02/share;
2. 50% of the average trading price of the Company's shares for the 20 trading days preceding the announcement of the draft ESOP, (total amount of shares trading on the previous 20 trading days/total number of shares trading on the previous 20 trading days), being RMB158.42/share.

(II) Pricing basis and explanation on the reasonableness of transfer price

There is a partial discount between the transfer price of the ESOP and the current market price, which is conducive to increasing the enthusiasm of employees to participate in the ESOP, enhancing employees' participation and giving full play to the incentive effect.

Therefore, the pricing method of the transfer price of the ESOP is reasonable and scientific, and does not harm the interests of the Company and all shareholders.

(III) Price adjustment method

Prior to the completion of the non-trading transfer of shares under the ESOP, if the Company converts capital reserve into share capital, distributes shares or cash dividends, splits of shares, reduces shares, etc., the Company will adjust the price of the Underlying Shares accordingly in the following manner:

1. capitalization issue, bonus issue and sub-division of share capital

$$P = P_0 \div (1 + n)$$

Where: P_0 represents the initial purchase price before the adjustment; n represents the ratio of increase per share results from capitalization issue, bonus issue and sub-division of shares; P represents the adjusted initial purchase price.

2. Rights issue

$$P = P_0 \times (P_1 + P_2 \times n) / [P_1 \times (1 + n)]$$

Where: P_0 represents the initial purchase price before the adjustment; P_1 represents the closing price as at the record date; P_2 represents the price of the rights issue; n represents the ratio of the rights issue (i.e. the ratio of the number of shares to be issued under the rights issue to the total share capital of the Company before the rights issue); P represents the adjusted initial purchase price.

3. Share consolidation

$$P = P_0 \div n$$

Where: P_0 represents the initial purchase price before the adjustment; n represents the ratio of consolidation of shares; P represents the adjusted initial purchase price.

4. Dividend distribution

$$P = P_0 - V$$

Where: P_0 represents the initial purchase price before the adjustment; V represents the dividend per share; P represents the adjusted initial purchase price.

5. Additional issuance

Under the circumstance of additional issue of new shares, no adjustment will be made on the initial purchase price of the Underlying Shares.

Article 7 The Number of Underlying Shares under the ESOP

The size of the ordinary A shares repurchased from the special repurchase account of the Company is proposed to be transferred under the ESOP shall not exceed 8,081,586 shares, representing 0.175% of the current total share capital of the Company of 4,627,249,686 shares. The specific number of shares is determined according to the actual capital contribution.

After the implementation of the ESOP, the aggregate number of shares held by all valid employee stock ownership plans of the Company does not exceed 10% of the total share capital of the Company, and the aggregate number of shares corresponding to the share interests acquired by a single participant does not exceed 1% of the total share capital of the Company. The total number of shares held by the ESOP does not include shares acquired by the participants before the Company's initial public offering, shares purchased by themselves through secondary markets and shares acquired through equity incentives.

During the period between the date of announcement of the resolution of the Board of Directors and the transfer of repurchased shares under the ESOP, in case of capitalization issue, distribution of shares or cash dividends, share subdivision, share consolidation and other matters, the Company will make corresponding adjustments to the number of Underlying Shares.

1. Capitalization issue, bonus issue and sub-division of share capital

$$Q = Q_0 \times (1 + n)$$

Where: Q_0 represents the number of transferred shares before the adjustment; n represents the ratio of increase per share resulting from capitalization issue, bonus issue or subdivision of share capital (i.e. the increase in number of shares per share upon capitalization issue, bonus issue and sub-division of the share capital); Q represents the adjusted number of transferred shares.

2. Rights issue

$$Q = Q_0 \times P_1 \times (1 + n) \div (P_1 + P_2 \times n)$$

Where: Q_0 represents the number of transferred shares before the adjustment; P_1 represents the closing price as at the record date; P_2 represents the price of the rights issue; n represents the ratio of the rights issue (i.e. the ratio of the number of shares to be issued under the rights issue to the total share capital of the Company before the rights issue); Q represents the adjusted number of transferred shares.

3. Share consolidation

$$Q = Q_0 \times n$$

Where: Q_0 represents the number of transferred shares before the adjustment; n represents the ratio of consolidation of shares (i.e. one share shall be consolidated into n shares); Q represents the adjusted number of transferred shares.

4. Dividend distribution and additional issues

When the Company pays dividends or issues new shares, the number of transferred shares will not be adjusted.

Article 8 Duration and Lock-Up Period of the ESOP

(I) Duration of the ESOP

1. The term of the ESOP shall be 60 months commencing from the date on which the draft ESOP is considered and approved at the general meeting and the Company announces the last tranche of the Underlying Shares has been transferred to the ESOP. It can be terminated or extended in advance after fulfilling the procedures stipulated in this draft. If the ESOP is not extended at the expiration of its duration, it will be terminated automatically.
2. One month before the expiration of the term of the ESOP, if all the Company shares held have not been sold or transferred to the share holders of the ESOP, the term of the ESOP may be extended, as agreed by the holders holding more than two-thirds (inclusive) of the total units and attending the Holders' Meeting, and as considered and approved by the Board of Directors.

3. If the Company's shares under the ESOP cannot be fully realized before the expiration of the upper limit of the duration due to the suspension of trading of the Company's shares or the short window period, the term of the ESOP may be extended, as agreed by the holders holding more than two-thirds (inclusive) of the total units and attending the Holders' Meeting, and as considered and approved by the Board of Directors.
4. The Company shall disclose an indicative announcement six months before the expiration of the term of the ESOP, stating the number of shares under the ESOP that is about to expire and the proportion to the total share capital of the Company.
5. The Company shall disclose at the latest when the term of the ESOP expires, the number of shares under the expired ESOP, the proportion to the total share capital of the Company, and the disposal arrangements after the expiration. If it intends to extend the term, it shall explain the discrepancies from those before the extension item by item according to the disclosure requirements stipulated in the Self-Regulatory Guidelines No. 2, and fulfill the corresponding review procedures and disclosure obligations in accordance with the agreement of the draft ESOP.

(II) Lock-up period and assessment arrangement of the ESOP

The ESOP sets a lock-up period and performance appraisal conditions for holders, and employees determine their actual unlocking ratio during the period based on the performance appraisal results, as follows:

1. The Underlying Shares granted for the first time under the ESOP are unlocked in three tranches, with a lock-up period of 12 months for each tranche and a total lock-up period of 36 months, starting from the date when the Company announced that the last Underlying Shares granted for the first time are transferred to the ESOP, and the proportion of Underlying Shares unlocked in each tranche is 30%, 30% and 40% respectively, as follows:

First-tranche unlocking: on the first trading day after 12 months from the date when the Company announced that the last tranche of Underlying Shares granted for the first time were transferred to the ESOP, 30% of the total number of Underlying Shares held by the ESOP will be unlocked.

Second-tranche unlocking: on the first trading day after 24 months from the date when the Company announced that the last tranche of Underlying Shares granted for the first time was transferred to the ESOP, 30% of the total number of Underlying Shares held by the ESOP will be unlocked.

Third-tranche unlocking: on the first trading day after 36 months from the date when the Company announced that the last tranche of Underlying Shares granted for the first time was transferred to the ESOP, 40% of the total number of Underlying Shares held by the ESOP will be unlocked.

2. Performance appraisal of holders

The individual-level assessment of the holder is conducted in accordance with the Company's existing relevant regulations on salary and assessment, and the individual-level unlocking ratio is determined according to the assessment results in the following table:

Holders assessment results of the previous year	A/B + /B/B-	C/D
Holders unlocking proportion (N)	100%	0%

During each unlocking period of the ESOP, the actual number of underlying share interests unlocked by the holder in the current period = the number of underlying share interests intended to be unlocked by the holder in the current period × the unlocking ratio corresponding to the annual assessment results of the holder.

During the implementation process of the individual-level performance appraisal target of the holder, if the actual share of the Underlying Shares unlocked by the holder is less than the share planned to unlock, the Management Committee of the ESOP will return the Underlying Shares corresponding to the locked share to the holder according to the sum of the original capital contribution of the Underlying Shares corresponding to the locked shares plus the interest calculated according to a bank's one-year loan interest rate (LPR) in the same period. Meanwhile, the Underlying Shares corresponding to the corresponding shares will be sold by the Management Committee as appropriate or disposed of through other methods permitted by laws and regulations, and the funds obtained will belong to the Company. If the holder does not enjoy the Company's cash dividends corresponding to the corresponding Underlying Shares, the Company will do accounting treatment accordingly.

The unlocking arrangement of reserved shares is the same as the first grant part.

3. If the lock-up period of the ESOP is adjusted by relevant laws, regulations and normative documents such as the Guiding Opinions, Self-Regulatory Guidelines No. 2 before the termination of the ESOP, the Board of Directors of the Company may adjust the lock-up period according to the requirements of the updated laws, regulations and normative documents. The above-mentioned share lock-up arrangement shall be applied to the Underlying Shares acquired under the ESOP and the shares derived from the distribution of dividends and capital reserve conversion by listed companies.
4. After the expiration of the lock-up period, the ESOP will strictly abide by market trading rules and regulations of the CSRC and Shenzhen Stock Exchange on the prohibition of buying and selling shares during the information sensitive period. The Company's shares will not be traded during the following periods:
 - (1) within fifteen days before the announcement of the Company's annual report and interim report, and if the announcement date is postponed due to special reasons, it will be counted from 15 days before the original announcement date;
 - (2) within five days before the announcement of the Company's quarterly report, results forecast and preliminary results;
 - (3) from the date of a major event which may have a material impact on the trading price of the shares or derivatives of the Company or during the relevant decision-making process until the date of the legal disclosure thereof;
 - (4) other periods as may be stipulated by the CSRC and Shenzhen Stock Exchange.

If the relevant laws, regulations and normative documents change the relevant provisions that shares are not allowed to be bought and sold during the information sensitive period, the changed provisions shall apply.

5. Explanation on the rationality and compliance of the lock-up period of the ESOP

The principle of setting the lock-up period of the ESOP is that incentives and constraints are equal. The Company believes that on the basis of compliance with laws and regulations, the setting of the lock-up period can not only fully motivate employees, but also create corresponding constraints on employees, so as to more effectively unify the interests of the holders, the Company and its shareholders, and achieve the purpose of the ESOP.

Article 9 Procedures for Implementing the ESOP

- (I) The Board of Directors and its Remuneration and Appraisal Committee are responsible for preparing the draft and summary of the ESOP.
- (II) Before implementing the ESOP, the Company should fully solicit opinions of employees through the employee's congress and other organizations.
- (III) The Board of Directors considers and approves the draft ESOP, and the Remuneration and Appraisal Committee shall express its opinions on whether the ESOP is beneficial to the sustainable development of the Company, whether it harms the interests of the Company and all shareholders, and whether there are apportionment, forced distribution and other means to force employees to participate in the ESOP.
- (IV) When the Board of Directors considers the ESOP, the directors related to the ESOP shall abstain from voting. The Board of Directors shall announce the resolutions of the Board of Directors, the summary of the draft ESOP and the opinions of the Remuneration and Appraisal Committee within two trading days after considering and approving the draft ESOP.
- (V) The Company engages a law firm to issue legal opinions on whether the ESOP and related matters are legal and compliant, whether the necessary decision-making and approval procedures have been performed, and then publishes the legal opinions two trading days before the relevant on-site general meeting.
- (VI) To convene a general meeting to consider the ESOP. The general meeting will adopt a combination of on-site voting and online voting, and the votes of small and medium investors will be counted separately and publicly disclosed. If the ESOP involves relevant directors and shareholders, the relevant directors and shareholders shall abstain from voting. The ESOP can be implemented after more than two-thirds of the valid voting rights of the shareholders present at the general meeting are approved (among which the related shareholders should abstain from voting).
- (VII) After the establishment of the ESOP, a Holders' Meeting of the ESOP shall be held to elect members of the Management Committee to clarify the specific matters of the implementation of the ESOP.
- (VIII) The Company shall promptly disclose the time, quantity and proportion of acquired Underlying Shares within two trading days after completing the purchase of the Underlying Shares or transferring the Underlying Shares to the ESOP.
- (IX) Other procedures required by the CSRC and Shenzhen Stock Exchange.

If relevant laws, regulations and normative documents change the provisions of the above implementation procedures, the changed provisions shall apply.

CHAPTER 4 MANAGEMENT OF THE ESOP**Article 10 Management Model of the ESOP**

After obtaining the approval of the general meeting, the ESOP will be managed by the Company itself, and the specific implementation method will be determined according to the actual situation. The supreme internal management authority of the ESOP is the Holders' Meeting. The Holders' Meeting shall establish a Management Committee, which shall be authorized to act as the management body of the ESOP to supervise the daily management of the ESOP and exercise other shareholder rights other than voting rights on behalf of the holders.

The Management Committee manages the ESOP's assets, supervises its daily management, and safeguards the legitimate rights and interests of the holders of the ESOP in a way that ensures the safety of the assets of the ESOP and avoids potential conflicts of interest between other shareholders of the Company and the ESOP holders in accordance with relevant laws, regulations, normative documents and the relevant provisions of the ESOP. The management period for the Management Committee to manage the ESOP is from the date when the ESOP is approved by the general meeting to the date when the ESOP is terminated. The ESOP and the corresponding Administrative Measures for the Employee Stock Ownership Plan clearly stipulates the rights and obligations of the Management Committee and sufficient measures for risk prevention and isolation.

The Board of Directors of the Company is responsible for considering the ESOP as formulated and revised by the Remuneration and Appraisal Committee and handling other related matters of the ESOP within the scope authorized by the general meeting, and the Board has the authority to delegate the specific implementation of relevant matters to relevant institutions or individuals within the aforementioned scope of authorization.

Article 11 The Board of Directors

After the ESOP is considered and approved by the general meeting, the general meeting authorizes the Board of Directors and its authorized persons to fully handle matters related to the ESOP within the scope of the relevant laws, regulations and norms and the authorization of the general meeting. The content and scope of the authorization include but are not limited to:

1. to handle the establishment, modification and termination of the ESOP;
2. to make a decision on the extension and early termination of the term of the ESOP;
3. to handle all matters related to the distribution, locking and unlocking of the shares held in the ESOP;
4. to explain the draft ESOP;
5. prior to the completion of the non-trading transfer of shares under the ESOP, in case of capitalisation issue, distributing shares or cash dividends, share subdivision, share consolidation, the Board of Directors shall be authorized to adjust the price/quantity of the Underlying Shares accordingly;
6. if relevant laws, regulations and normative documents are adjusted, the ESOP shall be revised and improved accordingly according to the adjustment;
7. to handle other necessary matters required by the ESOP, except for the rights clearly stipulated in the relevant documents to be exercised by the general meeting;

Except for those matters clearly stipulated in laws, regulations and normative documents, the ESOP and the Articles of Association to be approved by the Board of Directors, other matters may be directly exercised by the chairman of the Board of Directors or an appropriate person authorized by him/her on behalf of the Board of Directors.

The above authorization is valid from the date of approval by the general meeting of the Company to the date of completion of liquidation of the ESOP.

Article 12 Remuneration and Appraisal Committee of the Board of Directors

Pursuant to this draft ESOP and the authorization of the Board of Directors, the Remuneration and Appraisal Committee shall perform the following duties:

1. prepare the draft and summary of the ESOP;
2. determine the initial grant Participants and distribution ratio of the ESOP, and agree to authorize the human resources department to determine the individual distribution for the Participants;
3. decide on the Participants of reserved shares of the ESOP, and authorize the human resources department to determine the subscription quantity, subscription price, time arrangement, assessment requirements and unlocking ratio of Participants of reserved shares;
4. determine the unlocking arrangement of the Underlying Shares of the ESOP, including the unlocking list and unlocking ratio and other related matters;
5. other matters that are responsible for by the Remuneration and Appraisal Committee according to the draft ESOP and authorized by the Board of Directors.

Article 13 The Holders' Meeting

- (I) Employees of the Company become holders of the ESOP after subscribing for shares of the ESOP. The Holders' Meeting is the supreme internal management authority of the ESOP. All the holders may attend and vote at the Holders' Meeting. The holders may attend and vote at the Holders' Meeting in person, or may entrust an agent to attend and vote on their behalf. The travel expenses, expenses for board and lodging and other fees of the holder and his/her agent to attend the Holders' Meeting shall be borne by the holder himself/herself.

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- (II) The following matters shall be considered and discussed at the Holders' Meeting:
1. Election, replacement and removal of any members of the Management Committee;
 2. Amendment, termination and extension of the term of the ESOP;
 3. During the term of the ESOP, when the Company raises funds by placement of shares, issuance of new shares, issuance of convertible bonds and other means, the Management Committee shall decide whether to participate and determine relevant funding plan, and submit to the Holders' Meeting of the ESOP for consideration.;
 4. Authorization to the Management Committee to supervise the daily management of the ESOP;
 5. Authorization to the Management Committee to exercise shareholders' rights;
 6. Authorization to the Management Committee to be responsible for the liquidation and distribution of assets of the ESOP;
 7. Other matters that the Management Committee deems necessary for consideration at the Holders' Meeting.
- (III) The first Holders' Meeting shall be convened and presided over by the person in charge of the human resources department of the Company, and the subsequent Holders' Meetings will be convened by the Management Committee and presided over by the chairman of the Management Committee. When the chairman of the Management Committee is unable to perform his/her duty, he/she shall appoint a member of the Management Committee to preside over the meeting.
- (IV) To convene a Holders' Meeting, the Management Committee shall send out a written notice 3 days prior to the meeting to all the Holders through direct delivery, mail, fax, email or other means. The notice of meeting shall at least include the following details:

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1. time and venue of the meeting;
2. means of convening;
3. matters to be considered (proposals);
4. convener and presider of the meeting, proposer of the provisional meeting and its written proposals;
5. necessary materials for voting at the meeting;
6. requirements as to the holders to attend the meeting in person or entrust other holders to attend the meeting on their behalf;
7. contact person and contact information;
8. date of issuance of the notice.

In case of emergency, a Holders' Meeting can be convened by a verbal note. The verbal meeting notice shall at least include the above clauses of 1 and 2 and an explanation on the emergency and necessity to convene a Holders' Meeting.

The Holders' Meeting can be held and resolutions can be made through on-site or off-site methods. Off-site methods include video, telephone, fax, written signature or e-mail. All holders attending the meeting through such methods shall be deemed to have attended the meeting in person.

(V) Voting procedures of the Holders' Meeting

1. After each proposal has been fully discussed, the host shall invite holders present at the meeting to vote in a timely manner. The host may also invite them to vote only after all proposals have been discussed. Voting shall be carried out by written voting;
2. The holders of the ESOP shall enjoy voting rights entitled by their holding shares;
3. The holders may propose to vote agree, disagree or abstain. The holders present at the meeting shall select one of the voting options, and any vote with no selection or more than two selections will be deemed as abstention. Anyone who leaves the venue halfway without returning to make a choice shall be deemed to have abstained. Any vote made after the host announces the voting results or after the prescribed voting time shall not be counted and shall be deemed as abstention;

4. The host of the meeting shall announce the voting results at the venue of the meeting. Each proposal shall be deemed to be passed by a vote if it is approved by more than 50% (inclusive) of the shares held by the holders attending the Holders' Meeting (except for those that require the approval of more than 2/3 (inclusive) of the shares as stipulated in the ESOP), forming an effective resolution of the Holders' Meeting;
 5. If the matters resolved at the Holders' Meeting involve matters that need to be submitted to the Company's Board of Directors and general meeting for consideration, they must be submitted to the Company's Board of Directors and general meeting for consideration in accordance with the provisions of the Articles of Association;
 6. The host of the meeting shall arrange for record keeping for the Holders' Meeting.
- (VI) Employees who individually or collectively hold 10% or more (inclusive) of the ESOP may submit provisional proposals to the Holders' Meeting, and the provisional proposals must be submitted to the Management Committee 3 days before the Holders' Meeting.
- (VII) Holders who individually or collectively hold 30% or more (inclusive) of the ESOP may propose to convene a provisional meeting. The Holders' Meeting can only be held if the holders who hold 50% or more (inclusive) of the ESOP in aggregate are present.

Article 14 Management Committee

- (I) The ESOP shall set up a Management Committee which is responsible for the ESOP, and is the daily supervision and management organization of the ESOP.
- (II) The Management Committee comprises of three members including one chairman. All members of the Management Committee shall be elected by the Holders' Meeting. The chairman of the Management Committee shall be elected by more than half of all members of the Management Committee. The term of office of members of the Management Committee shall be the term of the ESOP.
- (III) Members of the Management Committee have the following fiduciary duties to the ESOP in accordance with laws, regulations and normative documents:
 1. not to take advantage of their position and authority to accept bribes or other illegal income; not to occupy any property of the ESOP;
 2. not to misappropriate funds of the ESOP;

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3. without the consent of the Management Committee, not to open account under his or her own name or others' names to deposit assets or funds of the ESOP;
4. without the consent of the Holders' Meeting, not to lend the funds of the ESOP to others or provide guarantee for others with the properties of the ESOP;
5. not to take advantage of their positions and authority to jeopardize the interests of the ESOP;
6. do not disclose trade secrets related to the ESOP without authorization;
7. other obligations as specified by laws, regulations and normative documents.

Where a member of the Management Committee causes any loss to the ESOP due to his or her breach of fiduciary duties, he or she shall be liable for compensation.

(IV) The Management Committee shall discharge the following functions and authority:

1. convene Holders' Meetings (excluding the first Holders' Meeting), and exercise the resolutions proposed on Holders' Meetings;
2. supervise the daily management of the ESOP on behalf of all holders;
3. exercise the shareholders' rights on behalf of all holders;
4. manage the allocation of properties of the ESOP;
5. make decisions on the non-trading transfer of the underlying stocks of the ESOP to the holder's personal securities account;
6. handle inheritance registration of the shares under the ESOP;
7. open securities accounts, capital accounts and other related accounts for the ESOP;
8. sign relevant documents on behalf of all holders;
9. decide on and implement the reduction arrangement of the ESOP;
10. other functions and authority as delegated by the Holders' Meeting;
11. other duties to be performed by the Management Committee as stipulated in this draft ESOP and relevant laws, regulations and normative documents.

(V) The chairman of the Management Committee shall discharge the following functions and authority:

1. preside over Holders' Meetings and convene and preside over the meetings of the Management Committee;
2. supervise and inspect the execution of resolutions of the Holders' Meetings and the Management Committee meetings;
3. other functions and authority as delegated by the Management Committee.

(VI) The Management Committee holds meetings from time to time, which shall be convened by the chairman of the Management Committee, and all members of the Management Committee shall be notified in writing 3 days before the meeting. If all members of the Management Committee unanimously agree on the voting matters, they may convene and vote by means of communication.

The above notice time limit may be waived with the consent of each member of the Management Committee. If the situation urgently requires convening an emergency meeting of the Management Committee as soon as possible, the meeting notice may be issued by telephone or other oral means at any time, but the convener shall make an explanation at the meeting.

The content of the notice shall include the following:

1. date and venue of the meeting;
2. duration of the meeting;
3. reasons for and agenda of the meeting;
4. date of issuance of the notice.

(VII) Holders representing 30% or more of the shares of the ESOP may propose to convene a provisional meeting of the Management Committee. The chairman of the Management Committee shall convene and preside over Management Committee meetings within 5 days after receiving the proposal.

- (VIII) A member of the Management Committee may propose to convene a provisional meeting of the Management Committee. The chairman of the Management Committee shall convene and preside over Management Committee meetings within 3 days after receiving the proposal.
- (IX) Management Committee meetings shall be held only when more than half of the members of the Management Committee are present. A resolution made by the Management Committee must be approved by more than half of all members of the Management Committee. One member of the Management Committee will enjoy one vote regarding the voting on resolutions at the Management Committee meetings.
- (X) The voting for resolutions of the Management Committee shall be conducted by open ballot. On the premise that the members of the Management Committee can fully express their opinions, the Management Committee meetings can be held by communication/fax to adopt resolutions which shall be signed by the members of the Management Committee attending the meeting.
- (XI) The members of the Management Committee shall attend the Management Committee meetings in person. If the members of the Management Committee are unable to attend the meeting, they may entrust other members of the Management Committee to attend the meeting on their behalf in writing. The power of attorney shall specify the name, entrusting matters, scope of authorization and term of validity, and shall be signed or sealed by the principal. Members of the Management Committee who attends the meeting on their behalf shall exercise the rights of members of the Management Committee within the scope of authorization. If a member of the Management Committee does not attend a meeting of the Management Committee or entrust a proxy to attend, he/she shall be deemed to have given up his/her right to vote at the meeting.
- (XII) The Management Committee shall make minutes of the decisions on the matters discussed at the meeting, which shall be signed by the members of the Management Committee present at the meeting.
- (XIII) The minutes of the meeting of the Management Committee include the following contents:
1. date and venue of the meeting and name of the convener;
 2. names of the members attending the Management Committee meeting and names of the members (agents) of the Management Committee entrusted by others to attend the Management Committee meeting;

3. agenda of the meeting;
4. key points of speeches by members of the Management Committee;
5. the voting method and result of each resolution (the voting result shall indicate the number of votes in favor, against or abstention).

Article 15 Risk Prevention and Isolation Measures of the ESOP

1. The assets of the ESOP are independent of the inherent property of the Company. The Company shall not appropriate or misappropriate the assets of the ESOP or confuse the assets of the ESOP with the inherent assets of the Company in any other form.
2. The ESOP and the corresponding Administrative Measures for the Employee Stock Ownership Plan clearly stipulate the rights and obligations of the Management Committee and the sufficient risk prevention and isolation measures.
3. After approved by the general meeting, the ESOP will be managed by the Company itself. The ESOP may engage professional institutions with relevant qualifications to provide consulting, management and other services for the ESOP depending on its implementation.

**CHAPTER V AMENDMENT TO AND TERMINATION OF
THE ESOP AND DISPOSAL OF HOLDERS' INTERESTS**

Article 16 Change, Merger or Division of De Facto Control of the Company

If, due to any reason, the actual controller of the Company changes, or there is a merger, division or other situations, the ESOP will remain unchanged.

Article 17 Amendment to the ESOP

During the term of the ESOP, changes to the ESOP, including but not limited to the way of capital contribution by the holders, the way of acquiring interests by the holders, the basis for determining the holders, the size of funds, the source of shares, the size of shares, the extension of the term, the purchase price, interests unlocking arrangement, and the assessment setting, shall be submitted to the Board of Directors of the Company for consideration and approval. Changes exceeding the upper limit of the size of funds and the number of shares specified in Chapter IV of this draft (except for the number of shares adjusted due to the implementation of interests distribution), purchase price (except for the price adjustment due to the distribution of interests), interests unlocking arrangement, and the assessment setting need to be reviewed and approved by the general meeting.

Article 18 Termination of the ESOP

- (I) The ESOP shall be terminated automatically upon the expiration of its term (including any term extension).

- (II) After the expiration of the lock-up period and before the expiration of the term of the ESOP, when all the shares under the ESOP are transferred to the holder's personal securities account through Shenzhen Stock Exchange and Securities Depository and Clearing Corporation System or the assets under the ESOP are monetary funds or all the remaining Underlying Shares are disposed of by other means permitted by laws and regulations, the ESOP may be terminated in advance.

- (III) The term of the ESOP may be extended one month before the expiry of the term of the ESOP, as agreed by the holders holding more than two-thirds (inclusive) of the total units and attending the Holders' Meeting, and as considered and approved by the Board of Directors. The ESOP will be terminated automatically after the expiry of the extension period.

- (IV) If the Company's shares held by the ESOP cannot be fully realized before the expiration of the term due to the suspension of trading of the Company's shares or the short window period, the term of the ESOP may be extended, as agreed by the holders holding more than two-thirds (inclusive) of the total units and attending the Holders' Meeting, and as considered and approved by the Board of Directors.

- (V) If the ESOP loses its incentive significance and fails to achieve the corresponding incentive effect due to changes in the economic situation, market industry and other factors, the ESOP may be terminated in advance, as agreed by the holders holding more than two-thirds (inclusive) of the total units and attending the Holders' Meeting, and as considered and approved by the Board of Directors. The locked underlying share rights can be recovered by the Management Committee of the ESOP and sold as appropriate, and funds acquired belong to the Company. The amount of the original capital contribution of the holders plus the interest calculated according to a bank's one-year loan interest rate (LPR) for the same period will be returned by the Company to the holders. If there is still income after returning it to the holders, the income will be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other methods permitted by laws and regulations.

- (VI) Except for the above circumstances, the termination of the ESOP must be agreed by the holders holding more than one-half (inclusive) of the total units and attending the Holders' Meeting, considered and approved by the Board of Directors, and submitted to the general meeting for review and approval before implementation.

Article 19 Measures for Disposal of Interests and Methods for Distribution of Profit and Loss after Expiration of the ESOP

- (I) When the term of the ESOP is not extended or terminated early, the Holders' Meeting shall authorize the Management Committee to complete the liquidation within 15 working days from the date of expiration or termination after deducting relevant taxes and fees according to law, and distribute according to the shares held by the holders.
- (II) After the end of the lock-up period, the Management Committee will sell the corresponding Underlying Shares according to the authorization of the Holders' Meeting as appropriate during the term, and distribute the cash assets obtained from the sale of the Underlying Shares and other cash assets in the fund account of the ESOP according to the share held by the holder after deducting the personal income tax, stamp duty and other taxes payable by the holders according to law, or transfer all or part of the corresponding Underlying Shares to the holder's personal securities account without trading according to the share held by the holder; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations.
- (III) After the expiration of the term of the ESOP, if all the Underlying Shares held by the ESOP have not been sold or transferred to the holder's personal securities account without trading, and the term of the ESOP is not extended, the specific disposal measures shall be determined by the Management Committee.

Article 20 Information on Shareholders' Rights Corresponding to the Shares Held under the ESOP and Arrangements for Holders' Rights to Possess, Use, Benefit from and Dispose of Shares

- (I) The holders of the ESOP enjoy asset income rights of the shares held by the ESOP according to the actual capital contribution share. The ESOP voluntarily waives the voting rights of the shares held by the ESOP, and the holders of the ESOP will also waive the voting rights of the Company's shares indirectly held by participating in the ESOP. The corresponding shares acquired through the ESOP by holders enjoy other shareholders' rights other than the voting rights at the general meeting of listed companies (including dividend rights, allotment rights, conversion of shares and other asset income rights).
- (II) Within the term of the ESOP, unless otherwise stipulated in laws, regulations and normative documents or upon approval of the Management Committee, the shares of the ESOP held by the holders shall not be canceled, transferred or used for mortgage, pledge, guarantee, repayment of debts or other similar disposals.
- (III) During the lock-up period, the holders shall not request the distribution of interests of the ESOP.

- (IV) During the lock-up period, when the Company converts capital reserve into share capital and distributes bonus shares, the newly acquired shares under the ESOP due to the holding of shares of the Company shall be locked up together, and may not be sold or otherwise transferred in secondary markets. The unlocking period of such shares is the same as the corresponding Underlying Shares.
- (V) After the end of the lock-up period, the Management Committee will sell the corresponding Underlying Shares as appropriate according to the authorization of the Holders' Meeting during the term, and distribute the cash assets obtained from the sale of the Underlying Shares and other cash assets in the fund account of the ESOP according to the share held by the holder after deducting the personal income tax, stamp duty and other taxes payable by the holder according to law, or transfer all or part of the corresponding Underlying Shares to the holder's personal securities account without trading according to the share held by the holder; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations.
- (VI) After the end of the lock-up period of the ESOP and during the term of the ESOP, when cash or other distributable income is obtained from the trading of the Underlying Shares held by the ESOP, the ESOP can distribute them in each fiscal year. According to the authorization of the Holders' Meeting, the Management Committee decides whether to distribute the aforementioned income. If it decides to distribute, the Holders' Meeting authorizes the Management Committee to do so according to the share held by the holders after deducting relevant taxes and fees according to law.
- (VII) During the lock-up period, when the Company pays dividends, the cash dividends obtained by the ESOP for holding the Company's shares will be included in the monetary assets of the ESOP, and will not be distributed separately for the time being. After the lock-up period of the ESOP ends, the Company will uniformly distribute the cash dividends corresponding to the Underlying Shares that the holders can actually unlock, but not distribute the cash dividends of the Underlying Shares that the holders fail to unlock after the lock-up period expires. After the end of the lock-up period and during the term of the ESOP, when the Company pays dividends, the cash dividends obtained by the ESOP for holding shares of the Company are included in the monetary assets of the ESOP and distributed in accordance with the above principles.
- (VIII) In case of other unagreed matters, the disposal method of the ESOP shares held by the holders shall be determined by the Holders' Meeting.
- (IX) During the term of the ESOP, when the Company raises funds by placement of shares, issuance of new shares, issuance of convertible bonds, etc., the Management Committee shall decide whether to participate and determine relevant funding plan, and submit to the Holders' Meeting for consideration.

Article 21 Measures for Disposal of Holders' Interests Upon Change of Holders

- (I) Save for the circumstances set forth in the paragraph (IX), if the holder has changed his/her position, but still holds the position of the Company or a subsidiary in the consolidated statement of the Company, all of the shares granted to the holder shall be disposed of in accordance with the procedures stipulated in the ESOP before the change of position.

However, if the holder changes his/her position due to incompetence for the position, violation of the law, violation of professional ethics, disclosure of the Company's secrets, neglect or dereliction of duty and other acts that damage the Company's interests or reputation, the Management Committee shall decide whether to return to the Company all the income obtained by the holder from participating in the ESOP from the date of occurrence. The Management Committee has the right to disqualify the holder from participating in the ESOP. The locked shares and the unlocked but not yet distributed shares of the holder shall be recovered by the Management Committee according to the original capital contribution and sold as appropriate, and the acquired funds shall be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. At the same time, if the circumstances are serious, the Company may also recover the losses suffered by the Company in accordance with the provisions of relevant laws and regulations.

- (II) If the holder serves as an independent director of the Company or other person who cannot hold the shares of the ESOP of the Company, the unlocked shares (including the shares that meet the lock-up period requirements and the unlocked requirements but have not been distributed) shall be enjoyed by the holder from the date of the occurrence. The locked part will no longer be enjoyed by the holder, and the locked share of the ESOP will be recovered by the Management Committee and sold as appropriate according to the original capital contribution plus a bank's one-year loan interest rate (LPR) for the same period, and the funds obtained belong to the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. Before leaving the Company, the holder needs to pay the personal income tax involved in the distributed income to the Company.
- (III) When the holder encounters any of the following circumstances, the unlocked part of the holder from the date of occurrence (including shares that meet the lock-up period requirements and unlocking requirements but have not yet been distributed) are enjoyed by the holder. The locked shares shall no longer be enjoyed by the holder, and the locked shares of the ESOP shall be recovered by the Management Committee according to the original capital contribution and sold as appropriate, and the funds obtained shall be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. Before leaving the Company, the holder needs to pay the personal income tax involved in the distributed income to the Company.

1. has been determined by any stock exchange as an ineligible person in the last 12 months;
 2. has been determined by the CSRC and its delegated agencies as an ineligible person in the last 12 months;
 3. has been imposed by the CSRC or its delegated agencies with administrative penalties or measures prohibiting access into the market in the last 12 months due to material non-compliance of laws or regulations;
 4. is prohibited from acting as a Director or a member of the senior management as required by the Company Law;
 5. is prohibited from participating in the ESOP of listed companies as required by laws and regulations;
 6. is under other circumstances determined by the CSRC.
- (IV) If the holder resigns due to resignation, termination of the labor contract/employment agreement by both parties, non-renewal after expiration of the labor contract, etc., the unlocked part (including the shares that meet the lock-up period requirements and unlocked requirements but have not yet been distributed) shall be enjoyed by the holder from the date of occurrence. The locked part will no longer be enjoyed by the holder, and the locked share of the ESOP will be recovered by the Management Committee according to the sum of the original capital contribution plus the interest calculated according to a bank's one-year loan rate (LPR) for the same period and sold as appropriate, and the obtained funds will be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. Before leaving the Company, the holder needs to pay the personal income tax involved in the distributed income to the Company.

However, if the Company or its subsidiaries terminate the labor relationship with the holder due to the holder's incompetence for the position, violation of the law, violation of professional ethics, disclosure of Company secrets, neglect or dereliction of duty and other acts that damage the interests or reputation of the Company, the Management Committee shall decide whether to return all the income obtained by the holder from participating in the ESOP to the Company from the date of occurrence. The Management Committee has the right to disqualify the holder from participate in the ESOP. The holder's locked shares and unlocked but not yet distributed shares shall be recovered by the Management Committee according to the original capital contribution and sold as appropriate, and the funds obtained shall be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations.

At the same time, if the circumstances are serious, the Company may also recover the losses suffered by the Company in accordance with the provisions of relevant laws and regulations. Before leaving the Company, the holder needs to pay the personal income tax involved in the distributed income to the Company.

- (V) if the holder leaves his post due to retirement and no longer works in the Company, the unlocked part (including the shares that meet the lock-up period requirements and the unlocking requirements but have not yet been distributed) shall be enjoyed by the holder from the date of occurrence. The locked part will no longer be enjoyed by the holder, and the locked share of the ESOP will be recovered by the Management Committee according to the sum of the original capital contribution plus the interest calculated according to a bank's one-year loan rate (LPR) for the same period and sold as appropriate, and the obtained funds will be enjoyed by the Company; or dispose of the corresponding underlying stocks through other means permitted by laws and regulations. Before leaving the Company, the holder needs to pay the personal income tax involved in the distributed income to the Company.

If the holder retires and is being re-employed, the interests of the ESOP held by the holder will not be changed, and it will be carried out according to the procedures stipulated in the ESOP before retirement.

- (VI) If the holder loses the ability to work and leaves his/her job, it shall be dealt with in the following two situations:

1. When the holder leaves his/her post due to his/her incapacity to work in performing his/her duties, the interests of the ESOP held by him/her will not be changed, but shall be disposed of according to the procedures stipulated in the ESOP before the holder lost his/her ability to work. The Management Committee may decide that his/her personal performance appraisal conditions will no longer be included in the unlocking conditions. Before leaving the Company, the holder needs to pay the personal income tax involved in the distributed income to the Company, and should pay the personal income tax involved in the current distribution of interests in time after each subsequent distribution.
2. If the holder leaves his/her post due to his/her incapacity to work not arising from performing his/her duties, the unlocked part (including the shares that meet the requirements of lock-up period and unlocking requirements but have not yet been distributed) shall be enjoyed by the holder. The locked part will no longer be enjoyed by the holder, and the locked share of the ESOP will be recovered by the Management Committee according to the sum of the original capital contribution plus the interest calculated according to a bank's one-year loan rate (LPR) for the same period and sold as appropriate, and the obtained funds will be enjoyed by the

Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. Before leaving the Company, the holder needs to pay the personal income tax involved in the distributed income to the Company.

(VII) The death of the holder shall be dealt with in the following two situations:

1. If the holder dies in performing his/her duties, the share of the ESOP held by him/her will be held by his/her designated property heir or legal heir on his/her behalf, and the interests of the ESOP held by him/her will not be changed, but shall be disposed of according to the procedures stipulated in the ESOP before the death of the holder, and his/her personal performance appraisal will no longer be included in the unlocking conditions. Before inheritance, the heir needs to pay the personal income tax involved in the distributed income to the Company, and should pay the personal income tax involved in the current distribution of income in time after subsequent distribution of income.
2. If the holder dies not in performing his/her duties, the unlocked part of the holder (including the shares that meet the requirements of the lock-up period and the unlocking requirements but have not yet been distributed) shall be enjoyed by his/her designated property heir or legal heir. The locked part will no longer be enjoyed by the holder, and the locked share of the ESOP will be recovered by the Management Committee according to the sum of the original capital contribution plus the interest calculated according to a bank's one-year loan rate (LPR) for the same period and sold as appropriate, and the obtained funds will be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. Before inheritance, the heir needs to pay the personal income tax involved in the distributed income to the Company, and should pay the personal income tax involved in the current distribution of income in time after subsequent distribution of income.

(VIII) Change in control of the subsidiary where the holder serves

While the holder works in a subsidiary controlled by the Company, if the Company loses control of the subsidiary and the holder remains in the subsidiary, the unlocked part (including the shares that meet the lock-up period requirements and the unlocking requirements but have not yet been distributed) shall be enjoyed by the holder from the date of occurrence. The locked part will no longer be enjoyed by the holder, and the locked share of the ESOP will be recovered by the Management Committee according to the sum of the original capital contribution plus the interest calculated according to a bank's one-year loan rate (LPR) for the same period and sold as appropriate, and the obtained funds will be enjoyed by the Company; or dispose of the corresponding Underlying Shares through other means permitted by laws and regulations. Before leaving the Company, the holder needs to pay the personal income tax involved in the distributed income to the Company.

- (IX) Where a holder is already covered by other incentive policies of the Company or its subsidiaries, or is transferred to another subsidiary in which such holder is no longer suitable for participating in this ESOP, and is no longer suitable for participating in this ESOP under the internal management regulations of the Company, the Management Committee shall determine how to dispose of interests held by such holder on a case-by-case basis.
- (X) Other circumstances in which the holder is no longer suitable to participate in the ESOP and handling of special circumstances of the holder.

In case of other circumstances in which the holder is no longer suitable to participate in the ESOP, the Management Committee shall determine the specific handling method on a case-by-case basis.

In view of the circumstances listed in the above items (I) to (VIII), but due to the special circumstances of the holder, it is really necessary to deviate from the established disposal rules of the aforementioned clauses, the Management Committee shall determine the specific disposal method on a case-by-case basis.

- (XI) If the holder has the circumstances mentioned in above items (I) to (X), and his/her shares under the ESOP is recovered by the Management Committee, the Management Committee has the right to recover the cash dividends corresponding to this part of the ESOP share free of charge and return to the Company, and the Company will make corresponding accounting treatment.

CHAPTER VI RIGHTS AND OBLIGATIONS OF THE COMPANY AND THE HOLDERS

Article 22 Rights and Obligations of the Company

(I) Rights of the Company

1. To supervise the operation of the ESOP and safeguard the interests of holders;
2. Dispose of the holders' interests in accordance with the relevant provisions of the ESOP;
3. Other rights stipulated in laws, regulations and normative documents and the ESOP.

(II) Obligations of the Company

1. Fulfill the information disclosure obligation regarding the ESOP in a truthful, accurate, complete and timely manner;
2. Open and cancel securities accounts and capital accounts and other corresponding support for the ESOP in accordance with relevant laws, regulations and normative documents;
3. Withhold and remit taxes and fees that should be withheld and remitted by the Company according to the provisions of national tax laws and regulations;
4. Other obligations stipulated in laws, regulations and normative documents and the ESOP.

Article 23 Rights and Obligations of the Holders

(I) Rights of the holders are as follows:

1. Enjoy the interests of the assets under the ESOP according to its share under the ESOP;
2. Participate or appoint its agent to attend Holders' Meetings and exercise the corresponding voting rights;
3. Supervise the management of the ESOP and make suggestions or inquiries;
4. Other rights stipulated in laws, regulations and normative documents or the ESOP.

(II) Obligations of the holders are as follows:

1. During the term of the ESOP, without the consent of the Management Committee, the shares under the ESOP held by the holders shall not be used for mortgage, pledge, guarantee or repayment of debts;
2. Comply with the ESOP and contribute capital within the agreed period according to the amount subscribed for the ESOP;
3. Comply with the resolutions of Holders' Meetings;
4. Bear the contingent risks of the ESOP according to his/her share under the ESOP;
5. Bear the statutory share transaction taxes and fees when the ESOP meets the unlocking conditions and the share is sold according to his/her share under the ESOP, and bear the taxes stipulated by the state and other relevant laws, regulations and normative documents after the share is sold due to participation in the ESOP and the ESOP meets the unlocking conditions;
6. Keep all secrets during the implementation of the ESOP, unless announced by the Company in accordance with the law;
7. Other obligations stipulated in laws, regulations and normative documents and the Administrative Measures for the Employee Stock Ownership Plan.

CHAPTER VII SUPPLEMENTARY PROVISIONS

Article 24 The consideration and approval of the ESOP by the Board of Directors and general meeting of the Company does not mean that the holder enjoys the right to continue to serve in the Company and its subordinate enterprises, nor does it constitute the commitment of the Company and its subordinate enterprises to the employment period of employees. The labor/employment relationship between the Company and its subordinate enterprises and employees is still implemented according to the labor/employment contract signed by the Company and its subordinate enterprises and the holder.

Article 25 The financial, accounting treatment and taxation matters of the Company's implementation of the ESOP shall be conducted in accordance with the provisions of relevant financial system, accounting standards and tax system. The relevant personal income tax that employees need to pay due to the implementation of the ESOP shall be borne by the employees themselves.

Article 26 Any dispute or conflicts arising from or related to the ESOP shall be settled by friendly negotiation between the parties concerned. If negotiation fails, either party may file a civil lawsuit with the people's court where the Company is located, and settle it through relevant judicial procedures.

Article 27 If the relevant provisions of the ESOP conflict with the relevant state laws, regulations and normative documents, the relevant laws, regulations and normative documents shall be applied.

Article 28 The right to interpret the ESOP belongs to the Board of Directors of the Company, and it will take effect after it is reviewed and approved by the general meeting of the Company.

Board of Directors of Contemporary Amperex Technology Co., Limited
September 30, 2026

NOTICE OF THE EXTRAORDINARY GENERAL MEETING



Contemporary Amperex Technology Co., Limited

寧德時代新能源科技股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 3750)

NOTICE OF THE EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the 2026 second extraordinary general meeting (the “**EGM**”) of Contemporary Amperex Technology Co., Limited (the “**Company**”) will be held at Meeting Room, Level 1, Technology Building, No. 2 Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province, PRC on Monday, November 2, 2026 at 3 p.m. for the following purposes. Unless the context requires otherwise, capitalised terms used herein shall have the same meanings as those defined in the circular of the Company dated September 30, 2026.

Ordinary Resolution

1. To consider and approve the provision of financial assistance to a controlled subsidiary.

Special Resolutions

2. To consider and approve the proposed adoption of the 2026 Second A Share Employee Stock Ownership Plan and its summary;
3. To consider and approve the proposed adoption of the Administrative Measures for the 2026 Second A Share Employee Stock Ownership Plan; and

NOTICE OF THE EXTRAORDINARY GENERAL MEETING

4. To consider and approve the proposed grant of full authority to the Board to handle all specific matters related to the 2026 Second A Share Employee Stock Ownership Plan.

By Order of the Board
Contemporary Amperex Technology Co., Limited
Mr. Zeng Yuqun
Chairman of the Board and executive Director

Hong Kong, September 30, 2026

*Registered Office in Mainland China and
Headquarters:*
No. 2 Xingang Road, Zhangwan Town
Jiaocheng District, Ningde City
Fujian Province
PRC

Principal Place of Business in Hong Kong:
5/F, Wheelock House
20 Pedder Street
Central
Hong Kong

Notes:

- (1) For details of the resolutions to be considered at the EGM, please refer to the circular of the Company dated September 30, 2026.
- (2) A shareholder of the Company entitled to attend and vote at the above meeting is entitled to appoint one or more proxies to attend, speak and vote in his/her stead. The proxy does not need to be a shareholder of the Company. For the avoidance of doubt, holders of treasury shares of the Company (if any) are not entitled to vote at the EGM.
- (3) Where there are joint registered holders of any shares, any one of such persons may vote at the above meeting (or at any adjournment of it), either personally or by proxy, in respect of such shares as if he/she were solely entitled thereto but the vote of the senior holder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding.
- (4) In order to be valid, the completed form of proxy must be deposited at the Hong Kong share registrar of the Company, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Center, 183 Queen's Road East, Wan Chai, Hong Kong together with the power of attorney or other authority (if any) under which it is signed or a certified copy of that power of attorney or authority (such certification to be made by either a notary public or a solicitor qualified to practice in Hong Kong), at least 24 hours before the time appointed for holding the above meeting (i.e. not later than 3 p.m. on Friday, October 30, 2026) or any adjournment thereof (as the case may be). The completion and return of the form of proxy shall not preclude shareholders of the Company from attending and voting in person at the above meeting (or any adjourned meeting thereof) if they so wish.
- (5) The register of members of the Company will be closed from Wednesday, October 28, 2026 to Monday, November 2, 2026, both days inclusive, in order to determine the eligibility of shareholders to attend the above meeting, during which period no share transfers will be registered. The record date for determining the eligibility of holders of H Shares to attend and vote at the EGM will be Monday, November 2, 2026. To be eligible to attend the above meeting, all properly completed transfer forms accompanied by the relevant share certificates must be lodged for registration with the Hong Kong share registrar of the Company, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Center, 183 Queen's Road East, Wan Chai, Hong Kong not later than 4:30 p.m. on Tuesday, October 27, 2026.
- (6) Pursuant to Rule 13.39(4) of the Listing Rules, voting for all the resolutions set out in this notice will be taken by poll at the above meeting.