SIGENERGY TECHNOLOGY CO.,LTD.

2026 H SHARE INCENTIVE SCHEME

CONTENTS

Rule		Page
1.	Definitions and Interpretation	1
2.	Conditions	6
3.	Purpose of the Scheme	6
4.	Eligible Participants and basis of determining eligibility	7
5.	Scheme Limits	9
6.	Administration of the scheme	11
7.	Grant of Awards	13
8.	Vesting of Awards	17
9.	Settlement of Awards	18
10.	Restrictions on Awards	20
11.	Lapse of Awards	21
12.	Cancellation of Awards	23
13.	Adjustment of the awards	24
14.	Amendment of the Scheme or Awards	25
15.	Scheme Life and Termination	25
16.	Taxation	25
17.	Miscellaneous	26

1. DEFINITIONS AND INTERPRETATION

1.1 In these Scheme Rules, unless the context otherwise requires, each of the following words and expressions shall have the meaning respectively shown opposite to it:

"Actual Selling Price"	an amount that is equal to the actual price at which the Awarded Shares are sold (net of brokerage, Hong Kong Stock Exchange trading fee, transaction levy, purchase price and any other applicable costs) on vesting of an Award to the Scheme or in the case of a vesting when there is an event of change in control or privatisation of the Company pursuant to Rule 13.2, the consideration receivable under the related scheme or offer;
"Adoption Date"	the date on which this Scheme is adopted by the Shareholders in general meeting or if applicable, the date on which any other requisite approval(s) for the adoption of the Scheme as required under the Listing Rules is obtained, whichever is later;
"Applicable Laws"	all applicable laws, regulations, ordinances or requirements of the relevant regulatory authorities including without limitation the Company Law, the Securities Law, the SFO, the Listing Rules and the relevant provisions of the Articles;
"Articles"	the articles of association of the Company, as amended from time to time;
"associate"	shall have the meaning ascribed to it in the Listing Rules;
"Award(s)"	an award granted under the Scheme by the Scheme Administrator to a Grantee, which may take the form of a Share Option or an RSU, as determined in the sole discretion of the Scheme Administrator;
"Award Letter"	shall have the meaning as set out in Rule 7.7;
"Award Shares"	Shares underlying an Award, and includes (i) treasury shares, (ii) the new Shares allotted and issued by the Company to the trustee(s) under the Trust, (iii) existing H Shares purchased or acquired on-market or off-market by the trustee(s) under the Trust or existing H Shares transferred by any Shareholder(s) to the trustee(s) under the Trust for the purpose of implementation of this Scheme, as determined at the sole discretion of the Scheme Administrator, or (iv) existing Shares held by Jiaxing Gulin and Jiaxing Ouji that were represented by the proprietary interest held by Mr. Xu in the Employee Incentive Platforms ("ESOP Platforms") under the Pre-IPO Employee Incentive Scheme;
"Auditors"	the auditors for the time being of the Company;
"Board"	the board of directors of the Company;

"Business Day"	any day on which the Stock Exchange is open for the business of dealing in securities;
"China"	the People's Republic of China (for the purpose of this Scheme only, excluding Hong Kong, the Macau Special Administrative Region of the mainland China and Taiwan);
"Chief Executive"	shall have the meaning given to it in the Listing Rules;
"Company" or "the Company" or "our Company"	Sigenergy Technology Co., Ltd.(思格新能源股份有限公司), a joint stock company incorporated in the People's Republic of China with limited liability;
"Company Law"	the Company Law of the People's Republic of China (中华人民共和国公司法);
"connected person"	shall have the meaning given to it in the Listing Rules;
"Director(s)"	director(s) of the Company;
"Employee Participant(s)"	any person who is a director (excluding the independent non-executive Directors) or an employee (whether full-time or part-time) of any member of the Group on the Grant Date;
"Employee Incentive Platforms" or "ESOP Platforms"	the pre-IPO employee incentive platforms of the Group, namely Jiaxing Ouji, Jiaxing Gulin, and their respective limited partners, namely Yuansi Chuangshuo (源思創爍),Yuansi Gongzhan (源思共展), Yuansi Hezhong (源思和衷), Yuansi Nengju (源思能聚), Yuansi Tongzhou (源思同舟), Yuansi Yuanlue (源思遠略), and Yuansi Zhitong (源思致同);
"Eligible Participant(s)"	Employee Participant**(s)**, Related Entity Participant**(s)** or Service Provider Participant**(s)**;
"**Exercise Period"**	in respect of any Share Option, the period during which the Grantee may exercise the Share Option;
"Exercise Price"	in respect of any Share Option, the price per Share at which a Grantee may subscribe for Shares upon the exercise of a Share Option awarded under this Scheme;
"Grant Date"	the date on which the grant of an Award is made to a Grantee, being the date of the Award Letter in respect of such Award, which must be a Business Day;
"Grantee"	any Eligible Participant approved for participation in the Scheme and who has been granted any Award pursuant to Rule 7.1;
"Group" or "the Group"	the Company and its Subsidiaries from time to time, and the expression "**member of the Group**" shall be construed

	accordingly;
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong;
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China;
"**Hong Kong Stock Exchange**" or "**Stock Exchange**"	The Stock Exchange of Hong Kong Limited;
"H Share(s)"	the ordinary Share(s) of the Company with a par value of RMB0.1 each, listed on the Main Board of the Hong Kong Stock Exchange (stock code: 6656);
"Jiaxing Gulin"	Gulin (Jiaxing) Technology Services Partnership (Limited Partnership)* (谷廩(嘉興)科技服務合夥(有限合夥)), formerly known as Gulin (Shanghai) Technology Services Partnership (Limited Partnership)* (谷廩(上海)科技服務合夥企業(有限合夥)), a limited partnership established in the PRC on May 5, 2022, our Employee Incentive Platform, and is one of the Company's controlling Shareholders of the Company;
"Jiaxing Ouji"	Ouji (Jiaxing) Technology Partnership (Limited Partnership)* (鷗集(嘉興)科技合夥(有限合夥)), formerly known as Ouji (Shanghai) Technology Partnership (Limited Partnership)* (鷗集(上海)科技合夥企業(有限合夥)), a limited partnership established in the PRC on May 7, 2022, our Employee Incentive Platform, and is one of the Company's controlling Shareholders;
"Listing Committee"	the Listing Committee of the Stock Exchange
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
"Mr. Xu"	Mr. Xu Yingtong (許映童), our chairman of the Board, an executive Director, Chief Executive officer and our ultimate controlling Shareholder
"Purchase Price"	in respect of an RSU, is the price per share a Grantee is required to pay for obtaining the H Shares comprising the RSU (if any), which will be stated in the Award Letter;
"Pre-IPO Employee Incentive Scheme"	the pre-IPO employee incentive scheme of our Company approved and adopted in September 2022, and amended in December 2024, as amended from time to time;
"Remuneration and Appraisal Committee"	the remuneration and appraisal committee of the Board of Directors of the Company from time to time;
"Related Entity	any person who is a director or an employee (whether full-

Participant"	time or part-time) of: any company that is an associated company of the Company (an "associated company" refers to an entity in which the Company or any member of the Group individually or collectively hold 20% or more of its interest);
"**RMB**"	Renminbi, the lawful currency of the PRC;
"RSU(s)"	shall have the meaning set out in Rule 7.2(a);
"Scheme Administrator"	any committee of the Board or other person to whom the Board has delegated its authority in accordance with Rule 6.2;
"Scheme" or "The Scheme" or "H Share Incentive Scheme"	this 2026 H Share Incentive Scheme of the Company as constituted by the Scheme Rules;
"Scheme Mandate Limit"	shall have the meaning set out in Rule 5.1, as increased, refreshed or renewed or altered from time to time in accordance with the Scheme Rules, subject to compliance with any Applicable Laws, rules and regulations;
"Scheme Period"	the period of 10 years commencing on the Adoption Date and ending on the tenth anniversary of the Adoption Date, unless terminated earlier in accordance with the Scheme Rules;
"Scheme Rules"	the rules set out herein relating to the Scheme as amended from time to time;
"Service Provider" or "Service Provider Participant"	persons (including natural persons and entities) that provide services in areas such as design, development, marketing and sales on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of the Group
"Service Provider Sublimit"	shall have the meaning set out in Rule 5.3, as increased, refreshed or renewed or altered from time to time in accordance with the Scheme Rules;
"SFC"	the Securities and Futures Commission of Hong Kong;
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong);
"Shareholders"	holders of Shares;
"Share Option(s)"	shall have the meaning set out in Rule 7.2(b);
"Share(s)"	ordinary share(s) in the capital of our Company with a nominal value of RMB0.1 each, including Unlisted Shares and H Shares, or, if there has been a sub-division, consolidation, re-classification or re-construction of the

	share capital of the Company, shares forming part of the ordinary share capital of the Company of such other nominal amount as shall result from such sub-division, consolidation, re-classification or re-construction;
"Subsidiary" or "Subsidiaries"	any subsidiary (as such term is defined in the Listing Rules) of the Company;
"Substantial Shareholder"	shall have the meaning given to it in the Listing Rules;
"Taxes"	shall have the meaning as set out in Rule 16;
"Treasury share(s)"	shall have the meaning ascribed to it in the Listing Rules;
"Trust"	shall have the meaning as set out in Rule 6.7;
"Trustee"	means the professional trustee from time to time of this Scheme appointed by the Company pursuant to Rule 6.7;
"Unlisted Share(s)"	ordinary share(s) issued by the Company, which is/are not listed on any stock exchange, with a nominal value of RMB0.1 each;
"Vesting Date"	the date or dates, as determined from time to time by the Scheme Administrator, on which an Award (or part thereof) is to vest in the relevant Grantee and upon which the Grantee may exercise the Award as determined by the Scheme Administrator pursuant to Rule 8.1, unless a different Vesting Date is deemed to occur in accordance with Rule 11;
"Vesting Period"	in respect of any Award(s), the period commencing on the date of grant and ending on the date on which the relevant Award(s) (or any tranche thereof) vest in the Grantee in accordance with the vesting schedule and conditions specified in the relevant Award Letter, during which the Grantee has no right to the Award(s) (or any portion thereof that has not yet vested);
"Vesting Notice"	a written notice determined by the Scheme Administrator from time to time to comfirm the vesting of the Awards;
"%"	per cent.

1.2 In these Scheme Rules, except where the context otherwise requires:

(a) references to Rules are to rules of the Scheme Rules;

(b) references to times of the day are to Hong Kong time;

(c) if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;

(d) a reference to "**HK dollars**", "**HK$**" or to "**$**" shall be construed as a reference to the lawful currency for the time being of Hong Kong;

(e) a reference to statutes, statutory provisions or the Listing Rules shall be construed as references to those statutes, provisions or rules as respectively amended or re-enacted and shall include any orders, regulations, instruments, subsidiary legislation, other subordinate legislation or practice notes under the relevant statute, provision or Listing Rule;

(f) unless otherwise indicated, the Board can make determinations in its absolute discretion and if the Board delegates its authority to administer the Scheme to a Scheme Administrator, such Scheme Administrator shall enjoy the same absolute discretion;

(g) a reference to "**include**", "**includes**" and "**including**" shall be deemed to be followed by the words "**without limitation**";

(h) words importing the singular include the plural and vice versa, and words importing a gender include every gender;

(i) headings are included in the Scheme Rules for convenience only and do not affect its interpretation;

(j) references to any statutory body shall include the successor thereof and any body established to replace or assume the functions of the same;

(k) references to person includes any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity; and

(l) references to new Shares include Treasury Shares, and references to the allotment and issue of Shares include the transfer of Treasury Shares.

2. CONDITIONS

2.1 The Scheme shall become effective upon fulfilment of the following conditions:

(a) the passing of a resolution by the Shareholders to approve the adoption of the Scheme; and

(b) the Listing Committee granting approval of the listing of, and permission to deal in, the Shares to be allotted and issued pursuant to Awards.

3. PURPOSE OF THE SCHEME

3.1 The purposes of the Scheme are:

(a) to further strengthen the Company's long-term incentive mechanism so as to attract and retain outstanding talent, thereby establishing a solid talent foundation for the long-term development of the Company; and

(b) to fully motivate the Eligible Participants and encourage them to contribute to the business performance and development of the Company, and to effectively align the long-term interests of the Shareholders, the Company and the selected participants, thereby promoting the sustainable development of the Company.

4. ELIGIBLE PARTICIPANTS AND BASIS OF DETERMINING ELIGIBILITY

4.1 Eligible Participants as determined by the Board or the Scheme Administrator from time to time shall be eligible to participate in the Scheme.

4.2 Eligible Participants shall include the following:

(a) any Employee Participant(s):including any directors (excluding independent non-executive Directors) and an employee (whether full-time or part-time) of any member of the Group on the Grant Date;

(b) any Related Entity Participant(s): any person who is a director or an employee (whether full-time or part-time) of any company that is an associated company of the Company (an "associated company" refers to an entity in which the Company or any member of the Group individually or collectively hold 20% or more of its interest) ; and

(c) any Service Provider Participant(s):persons (including natural persons and entities) that provide services conducive to the long-term development of the Group.

4.3 Service Provider Participants refer to persons (including natural persons and entities) that provide services in areas such as design, development, marketing and sales on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of the Group. Specific categories of Service Providers shall include:

- **Market Expansion and Distribution Service Providers**

This category refers to distributors, agents, contractors, key market benchmark partners, that provide the Group with market expansion, customer acquisition and product sales services, as well as assist in enhancing the Group's market influence. The scope of their services are and shall be:

(i) formulating and executing region-specific or industry-specific go-to-market entry strategies;

(ii) identifying potential customers and business cooperation opportunities to convert prospective clients;

(iii) maintaining relationships with key customer and assisting in sales negotiations and contract execution;

(iv) providing technical support to clients during market expansion and sales processes of the Group;

(v) gathering market dynamics, competitive intelligence and customer feedback to support the Group in optimising product positioning and marketing strategies;

(vi) assisting and supporting the timely delivery of the Group's products and business, thereby facilitating revenue realisation;

(vii) providing the Company with brand planning, marketing promotion, public relations, digital marketing and similar services to enhance the Group's brand promotion and market influence; and

(viii) serving as benchmark partners that maintain ongoing cooperation with the Company in key markets of the Group's strategic development, thereby enhancing the Group's influence and industry competitiveness in target markets.

- **R&D and Manufacturing Suppliers and Installer and After-sales Service Providers**

This category refers to business partners that provide the Group with specialised technology development, R&D support, manufacturing and test services, and installer and after-sales services. The scope of their services are and shall be:

(i) providing raw materials, packaging, testing and reliability verification services for the Group's various products;

(ii) providing the Group with licensing and technical support;

(iii) providing design, system architecture and software development services related to the Group's business;

(iv) assisting the Group in enhancing sales and brand recognition in a cost-efficient manner, as well as in technical documentation, product quality control and standardisation of R&D processes; and

(v) providing raw materials such as batteries, semiconductors, and other essential components, logistics services, administrative services and other services.

The Service Providers operate under long-term framework arrangements and deliver their services throughout the entire product life cycle, covering raw material supply, technology development, manufacturing, installation and after-sales support, all in a sustained manner. The Service Providers supply raw materials and components repeatedly on a regular basis aligned with production plans; they engage in technology development and R&D collaboration for each new product iteration or project milestone; they carry out manufacturing and testing services on a recurring basis for each product batch; and they deliver installation and after-sales services regularly throughout the product deployment and maintenance cycle. This regular and recurrent pattern of service delivery is akin to the frequency with which employees carry out their routine responsibilities. The Service Providers, while not direct employees, function as an external extension of the Group's technology development, R&D, manufacturing, market deployment and operational functions. They are deeply integrated into the Group's innovation, production and service cycles, and their operational involvement is comparable to that of the employees.

- **Consulting and Professional Service Providers on Business Planning, Industry Consulting, Human Resources Consulting and Business Development**

This category refers to service providers that provide the Group with business planning, industry consulting, human resources consulting and other professional services that contribute to maintaining or enhancing the Group's competitiveness by introducing new business opportunities or applying their professional expertise("**Business Development"**). Provided that (i) placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions, or (ii) professional service providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity shall not be Service Provider Participants for the purposes of this Scheme.

4.4 The eligibility of any of the Eligible Participants to a grant of Awards shall be determined by the Board or the Scheme Administrator from time to time on the basis of the Eligible Participant's contribution to the development and growth of the Group in accordance with the Scheme Rules. Without limiting the generality of the foregoing:

(a) in assessing the eligibility of Employee Participants, the Board or the Scheme Administrator will consider, among other things, overall performance, time commitment, the length of service, work experience and duties, contribution to the Group, etc;

(b) in assessing the eligibility of Related Entity Participants, the Board or the Scheme Administrator will consider a range of factors, such as the length of service, job position and job duties in the Related Entity, the shareholding relationship between the Group and the Related Entity and the benefits and synergies provided by the Related Entity to the Group; and

(c) in assessing the eligibility of Service Provider Participants, the Board or the Scheme Administrator take into consideration factors such as the closeness of the business relationship between such Service Provider and the Group, the duration of services, and the contributions to the business development of the Group.

Compared with other alternatives which are "one-off" incentives and may not encourage Service Providers to continue engagement with or service to the Group in the long term, the granting of Awards allows the Group to use share incentives to encourage persons outside of the Group to contribute to the Group and align the mutual interests of each party, such that by holding on to equity incentives, both the Company and Service Providers will mutually benefit from the long-term growth of the Group. In addition, the grant of Awards to the Service Providers can align the interests of such Service Providers and the Company by providing them with the opportunity to partake in the Group's future prospects and benefit from an attractive and competitive remuneration package with additional rewards through their contributions, which will bind the interests of such Service Providers and the Group to work towards the realisation of the Company's strategic development objectives and to drive the performance growth. With the equity-based remuneration in the form of grant of Award Shares, any increase in the future share price of the Company would increase the remuneration or reward granted to Service Providers, thereby aligning their interests with those of the Company. The equity-based incentives offer distinct advantages for the Company's long-term objectives as alternative cash incentives may adversely affect the cash reserves of the Company which could otherwise be spent on business operation, development and debt reduction of the Company.

4.5 Any person who falls under any of the following circumstances shall not participate in the Scheme and shall not be regarded as an Eligible Participant under the Scheme:

(a) resident in a place where the grant, acceptance or exercise of an Award pursuant to the Scheme is not permitted under, or contrary to, the laws and regulations of such place; or

(b) where, in the view of the Scheme Administrator, compliance with Applicable Laws and regulations in such place makes it necessary or expedient to exclude such person.

5. SCHEME LIMITS

Scheme Mandate Limit and Service Provider Sublimit

5.1 The Shares under the Scheme Rules shall be satisfied by (i) new **H** Shares allotted and issued by the Company (including the transfer of Treasury Shares), (ii) existing H Shares purchased or acquired on-market or off-market by the trustee(s) under the Trust or existing H Shares

transferred by any Shareholder(s) to the trustee(s) under the Trust, (iii) existing Shares held by Jiaxing Gulin and Jiaxing Ouji that were represented by the proprietary interest held by Mr. Xu in the Employee Incentive Platforms ("**ESOP Platforms**") under the Pre-IPO Employee Incentive Scheme. Mr. Xu intents to donate such proprietary interest as one of the source of the RSUs under the Scheme.The Shares that will be donated by Mr.Xu and will limited to the partnership interests held by him through all of the Employee Incentive Platforms, being no more than 10,400,000 Shares.

5.2 The total number of new Shares which may be issued and allotted under this Scheme of the Company, being 24,883,293 H Shares (the "**Scheme Mandate Limit**"), representing approximately 10.00% of the total number of Shares in issue (excluding Treasury Shares) on the Adoption Date. In any event, the total number of new Shares which may be issued pursuant to all Awards to be granted under this Scheme and options and awards to be granted under any other share award schemes of the Company shall not exceed 10% of the Shares in issue (excluding Treasury Shares) on the Adoption Date. The Scheme Mandate Limit may be adjusted or refreshed from time to time in accordance with the Scheme Rules, subject to compliance with any Applicable Laws, rules and regulations.

5.3 Within the Scheme Mandate Limit, the total number of new Shares which may be issued pursuant to Awards to be granted to Service Provider Participants under this Scheme is 2,488,329 H Shares (the "**Service Provider Sublimit**"), representing approximately 1.00% of the total number of Shares in issue (excluding Treasury Shares) on the Adoption Date. The Service Provider Sublimit may be adjusted or refreshed from time to time in accordance with the Scheme Rules, subject to compliance with any Applicable Laws, rules and regulations.

5.4 Shares which may be issued pursuant to Awards which have lapsed in accordance with the terms of the Scheme Rules shall not be counted for the purpose of calculating the Scheme Mandate Limit and/or the Service Provider Sublimit. For the avoidance of doubt, Awards which have been cancelled shall be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and/or the Service Provider Sublimit.

5.5 For the avoidance of doubt, Awards which will be settled by existing Shares, whether funded by purchase or acquisition on-market or off-market by the trustee(s) under the Trust or by transfer of existing Shares by Mr.Xu in the ESOP Platform or by transfer of existing Shares by any Shareholder to the trustee(s) under the Trust for the purpose of implementation of this Scheme, in accordance with the terms of the Scheme Rules shall not be counted for the purpose of calculating the Scheme Mandate Limit and/or the Service Provider Sublimit.

Refreshing the Scheme Mandate Limit and Service Provider Sublimit

5.6 The Company may refresh either of the Scheme Mandate Limit and/or the Service Provider Sublimit:

(a) from the later of three years after the Adoption Date or three years after the date of the previous shareholder approval for refreshment of the Scheme Mandate Limit or Service Provider Sublimit (as the case may be) pursuant to this Rule with the prior approval of Shareholders in general meeting by way of resolution; or

(b) at any time, with the prior approval of the Shareholders in general meeting (with the controlling shareholder (as defined under the Listing Rules) and their associates, or if there is no controlling shareholder, with the Directors (excluding the independent non-executive Directors) and the Chief Executive of the Company and their respective associates, abstaining from voting in favour of the relevant resolution at the general meeting) and subject to compliance with any additional requirements set

out in the Listing Rules including but not limited to Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules.

Awards already granted under the Scheme and any other share award schemes of the Company (including those outstanding or lapsed in accordance with its terms or exercised) shall not be counted for the purpose of calculating the Scheme Mandate Limit and/or the Service Provider Sublimit as refreshed. Provided that, Rule 5.6 (a) and (b) above do not apply if the refreshment is made immediately after an issue of securities by the Company to its Shareholders on a pro-rata basis as set out in rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities rounded to the nearest whole Share.

5.7 The total number of Shares which may be issued in respect of all Awards to be granted under this Scheme and awards to be granted under all other schemes of the Company under the Scheme Mandate Limit as refreshed pursuant to Rule 5.6 shall not exceed 10% of the Shares in issue (excluding Treasury Shares) as at the date of the aforesaid approval to refresh the Scheme Mandate Limit by the Shareholders in general meeting.

Grants beyond the Scheme Mandate Limit

5.8 The Company may seek separate approval of the Shareholders in general meeting to grant Awards beyond the Scheme Mandate Limit to Eligible Participants specifically identified by the Company, subject to compliance with the requirements set out in the Listing Rules.

6. ADMINISTRATION OF THE SCHEME

Scheme Administrator

6.1 The Board shall be responsible for administering the Scheme.

6.2 The authority to administer the Scheme shall be delegated by the Board to the Remuneration and Appraisal Committee or one or more directors deemed appropriate at the sole discretion of the Board, including the relevant powers enumerated in Rule 6.4 below, *provided that* nothing in this Rule 6.2 shall prejudice the Board's power to revoke such delegation at any time or derogate from the discretion rested with the Board as contemplated in Rule 6.1.

6.3 The Board or the Scheme Administrator may from time to time appoint one or more administrators, who may be independent third-party contractors, to assist in the administration of the Scheme, to whom they, at its sole discretion, may delegate such functions relating to the administration of the Scheme as they may think fit. The duration of office, terms of reference and remuneration (if any) of such administrator(s) shall be determined by the Scheme Administrator at its sole discretion from time to time.

Powers of the Scheme Administrator

6.4 Subject to the Scheme Rules and any Applicable Laws, rules and regulations, the Board may from time to time determine the scope of authority delegated to the Scheme Administrator, and the powers that may be exercised by the Scheme Administrator within such delegated authority shall include but not be limited to:

(a) construe and interpret the Scheme Rules and the terms of the Awards granted from time to time;

(b) make or vary such arrangements, guidelines, procedures and/or regulations for the administration, interpretation, implementation and operation of the Scheme, provided that they shall not substantially alter the material terms of the Scheme Rules;

(c) perform all acts necessary to implement the H Share Scheme, including but not limited to: (i) the appointment of qualified trustees; (ii) execution of all trust instruments; (iii) issuance of new H Shares pursuant to the Scheme rules; (iv) directing trustees to subscribe for such H Shares on behalf of participants; and (v) transfer the relevant limited partnership interest to the Grantee in the ESOP Platforms;

(d) grant Awards to those Eligible Participants whom they shall select from time to time;

(e) determine and adjust the terms and conditions of Awards granted under the Scheme including but not limited to number of Awards, list of Eligible Participants, Grant Date, Purchase Price, Exercise Price, Vesting Dates, vesting criteria, performance targets, clawback arrangements and other conditions;

(f) approve the form of Award Letters;

(g) decide how the vesting of the Awards Shares will be settled pursuant to Rule 9;

(h) make such appropriate and equitable adjustments to the terms of Awards granted under the Scheme as they deem necessary;

(i) determine the commencement or termination date of the Award subject to the commencement or termination of an Eligible Participant's or Grantee's employment with any member of the Group;

(j) upon completion of the allotment and issuance of new Shares under the Scheme, to increase the registered capital of the Company and make such appropriate and necessary amendments to the Articles of the Company in accordance with the manner, class, number of new Shares so allotted and issued and the equity structure of the Company at the time of completion of such allotment and issuance, and to handle the relevant registration matters with the competent registration authorities in accordance with applicable domestic and overseas laws, regulations and normative documents; and

(k) take such other steps or actions as they deem necessary or prudent to give effect to the terms and intent of the Scheme Rules and/or Awards.

6.5 In respect of the administration of the Scheme, the Company shall comply with all applicable shareholders' approval, announcement, circular and reporting requirements imposed by the Listing Rules from time to time.

No liability of the Scheme Administrator

6.6 None of the directors of the Company or any Scheme Administrator shall be personally liable by reason of any contract or other instrument executed by him/her, or on his/her behalf or for any mistake of judgment made in good faith, for the purposes of the Scheme, and the Company shall indemnify and hold harmless each member of the Scheme Administrator in relation to the administration or interpretation of the Scheme, against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with the Scheme unless arising out of such person's own wilful default, fraud or bad faith.

Implemented by the Trust

6.7 The Company may establish one or more trusts and appoint one or more trustees to hold H Shares for the purposes of: (i) holding Award Shares and reserved for specified Eligible Participants; (ii) settling Awards under Rule 9; and (iii) taking other actions for the purposes of administering and implementing the Scheme ("**Trust(s)**"). The trustee(s) of the Trust shall be instructed by the Company, and unless otherwise agreed between the Company and the trustee(s), the Scheme Administrator shall act on behalf of the Company to give instructions to and direct the trustee(s).

6.8 Where a Trust has been established under Rule 6.7, the administration and implementation of the Scheme through the Trust shall be governed by a trust deed or such other governing documents of such Trust or custodian arrangements between the Company and the respective trustee(s), which may include but is not limited to:

(a) requirements relating to notifying the trustee about the granting, vesting, exercise, cancellation or lapse of Awards or Award Shares;

(b) acquisition of H Shares (including but not limited to, new Shares, or existing Shares purchased or acquired on-market or off-market by the trustee(s) under the Trust or existing H Shares transferred by any Shareholder(s) to the trustee(s) under the Trust for the purpose of implementation of this Scheme) or other methods for settling Awards;

(c) exercise voting rights, dividend rights, distribution rights and other rights in respect of the vested Award Shares on behalf of the relevant participant;

(d) holding and transferring H Shares; and

(e) holding and transferring any related income generated from the H Shares or proceeds derived from dealings in the H Shares.

6.9 The trustee(s) holding unvested H Shares under the Trust shall abstain from voting on matters that require shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.

7. GRANT OF AWARDS

Grants and Types of Awards

7.1 The Scheme Administrator may, from time to time, in its absolute discretion select any Eligible Participant to be a Grantee and, subject to these Scheme Rules, grant an Award, the nature and amount of which shall be determined by the Scheme Administrator in its sole and absolute discretion, to such Grantee during the Scheme Period.

7.2 An Award may be in the form of:

(a) an award which subject to fulfilment of the conditions as may be specified in the Award Letter, vests such number of H Award Shares as the Scheme Administrator may determine on the specified Eligible Participant in accordance with the terms of the Scheme Rules (a "**RSU**"); or

(b) an award which vests in the form of the right to subscribe for such number of H Shares as the Scheme Administrator may determine during the Exercise Period at the Exercise Price in accordance with the terms of the Scheme Rules (a "**Share Option**").

Additional Approvals for Grants Beyond Individual Limits

7.3 Grants of Awards funded by new Shares to an Eligible Participant shall be subject to the following additional rules:

(a) Any grant of Awards (including Share Options or RSUs) to each Eligible Participant would result in the H Shares issued and to be issued in respect of all options and awards granted to such Participant (excluding any options and awards lapsed in accordance with the terms of the scheme of the Company) in the 12-month period up to and including the date of such grant representing in aggregate over 1% of the total issued shares of the Company (excluding Treasury Shares), such grant shall be subject to separate approval of the Shareholders in general meeting with the relevant Eligible Participant and their close associates (or associates if the Eligible Participant is a connected person of the Company) abstaining from voting. A circular shall be sent to the Shareholders disclosing the information required to be disclosed under the Listing Rules. The number and terms of the Awards to be granted to such Eligible Participant shall be fixed before the Shareholders' approval is sought.

(b) For any Share Options to be granted in circumstances under Rule 7.2(b), the date of the Board meeting for approving such grant shall be the Grant Date for the purpose of calculating the Exercise Price.

7.4 Grants of Awards funded by new Shares to any Director, Chief Executive or a Substantial Shareholder of the Company, or any of their respective associates, shall be subject to the following additional rules:

(a) Such grant shall be subject to the prior approval of the independent non-executive Directors of the Company.

(b) Grants to any Director or senior manager of the Company, which are made on terms with a vesting period less than 12 months and/or without a performance target and/or without a clawback mechanism (each of which, a "Unique Term"), shall be reviewed by the remuneration and appraisal committee of the Board as to why the Unique Term is appropriate and how the grant nevertheless aligns with the purpose of the Scheme.

(c) In addition:

(i) where any grant of Awards (i.e., excluding grant of Share Options) to any Director (other than an independent non-executive Director) or Chief Executive of the Company or any of their respective associates would result in the H Shares issued and to be issued in respect of all options and awards granted (excluding any options and awards lapsed in accordance with the relevant scheme rules) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the total Shares in issue at the date of such grant (excluding Treasury Shares, if any) under this Scheme of the Company; or

(ii) where any grant of Awards to a Substantial Shareholder of the Company (or any of their respective associates) would result in the number of H Shares issued and to be issued in respect of all options and awards granted (excluding any options and awards lapsed in accordance with the relevant scheme rules) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of

the total Shares in issue at the date of such grant (excluding Treasury Shares, if any) under this Scheme of the Company;

Such further grant of Awards must be approved by Shareholders in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules and the Grantee, his/her associates and all core connected persons of the Company must abstain from voting in favour at such general meeting.

Restrictions on Grants

7.5 No Award shall be granted to any Eligible Participant during the following time periods, and no instructions to purchase any Shares shall be given to the Trustee under the Scheme:

(a) in circumstances prohibited by the Listing Rules or at a time when the relevant Eligible Participant would be prohibited from dealing in the Shares by the Listing Rules (including the Model Code for Securities Transactions by Directors of the Company, set out in Appendix C3 to the Listing Rules) or by any applicable rules, regulations or law;

(b) where the Company has come to its knowledge or is in possession of any unpublished inside information in relation to the Company, until the trading day after such inside information has been announced;

(c) during the period commencing thirty (30) days immediately preceding the earlier of (including any period of delay in publishing the results announcement): (i) the date of the board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (ii) the deadline for the Company to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the results announcement;

(d) if any member of the Group is required under Applicable Laws, rules or regulations to issue a prospectus or other offer documents in respect of such grant or the Scheme;

(e) where such grant or dealing in the Shares in respect of such grant would result in a breach by any member of the Group or any of its directors of any applicable laws, rules, regulations or codes in any jurisdiction from time to time,

(f) in circumstances where the requisite approval from any applicable governmental or regulatory authority has not been obtained, provided that to the extent permissible in accordance with Applicable Laws, rules and regulations an Award may be made conditional upon such approval being obtained;

(g) in circumstances which would result in a breach of the Scheme Mandate Limit, provided that to the extent permissible in accordance with Applicable Laws, rules and regulations an Award may be made conditional upon the Scheme Mandate Limit being refreshed or approval of Shareholders being otherwise obtained; or

(h) where such Award under the Listing Rules requires the specific approval of Shareholders, until such approval of Shareholders is obtained, provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon such specific shareholder approval being obtained,

and any such grant so made (or made without being subject to the necessary conditions contemplated by this Rule) shall be null and void to the extent (and only to the extent) that it falls within the circumstances described above.

7.6 To the extent that an Award shall be settled by the delivery of new Shares, the grant of such Award shall be conditional upon the Listing Committee of the Stock Exchange granting approval to the listing of, and permission to deal in, such Shares and the satisfaction of any other conditions as may be considered necessary or appropriate by the Scheme Administrator.

Award Letter

7.7 The Company shall, in respect of each grant of Awards, on the Grant Date issue a letter to the Grantee in such form as the Scheme Administrator may from time to time determine setting out the terms and conditions of the Award (an "**Award Letter**"), which may include the number of Award Shares in respect of which the Award relates, the Purchase Price or Exercise Price (as applicable), the vesting criteria and conditions, the Vesting Date, any performance targets, the clawback mechanism applicable to the Award and any such other details as the Scheme Administrator may consider necessary, and requiring the Grantee to undertake to hold the Award on the terms of the Award Letter and be bound by the provisions of this Scheme.

Acceptance of the Awards

7.8 No consideration is payable by a Grantee to the Company for acceptance of the Awards under this Scheme.

7.9 A Grantee shall accept the Award(s) within the period specified in the Award Letter. A Grantee may accept an Award by delivering a written notice of their acceptance to the Scheme Administrator. An Award may be accepted in whole or in part *provided that* it must be accepted in respect of a board lot for dealing in H Shares or a multiple thereof. To the extent that an Award or part thereof is not accepted within the time and in the manner indicated in this Rule, the portion not accepted shall be deemed to have been irrevocably declined and shall automatically lapse.

Purchase Price and Exercise Price

7.10 For Awards which take the form of RSUs, the Purchase Price of such Award Shares shall be determined by the Scheme Administrator in its absolute discretion and notified to the Grantee in the Award Letter with reference to the purpose of the Scheme and the characteristics of the relevant Grantee.

7.11 For Awards which take the form of Share Options, the Exercise Price for such Share Options shall be such price determined by the Scheme Administrator in its absolute discretion and notified to the Eligible Participant in the Award Letter, *provided that* the Exercise Price shall in any event be no less than the higher of:

(a) the nominal value per H Share;

(b) the closing price of the H Shares as stated in the daily quotations sheet issued by the Stock Exchange on the Grant Date; and

(c) the average closing price of the H Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five Business Days immediately preceding the Grant Date.

8. VESTING OF AWARDS

Vesting Arrangement

8.1 The Scheme Administrator may in respect of each Award and subject to all Applicable Laws, rules and regulations determine such vesting criteria and conditions or periods for vesting of the Award in its sole and absolute discretion. The relevant Vesting Date of any Award shall be set out in the Award Letter.

8.2 The Vesting Date in respect of any Award to be satisfied by the issue of new Shares shall be not less than 12 months from the Grant Date, *provided that* for Employee Participants, the Vesting Date may be less than 12 months from the Grant Date (including on the Grant Date) in the following circumstances:

(a) grants of "make whole" Awards to new Employee Participants to replace Awards such Employee Participants forfeited when leaving their previous employers;

(b) grants to an Employee Participant whose employment is terminated due to death or disability or occurrence of any out of control event, where the vesting of the Awards may accelerate based on the discretion of the Board or the Scheme Administrator, as the case may be;

(c) performance-based vesting conditions provided in the scheme document under Rule 8.4, in lieu of time-based vesting criteria;

In particular, such circumstances may include (i) the Company achieves a major strategic or financial target which is also included as the performance-based vesting conditions of the relevant Employee Participant; and (ii) the Employee Participant delivers results and therefore fulfills the performance-based vesting conditions.

(d) grants of Awards that are made in batches during a year for administrative and compliance reasons. They may include Awards that should have been granted earlier but had to wait for a subsequent batch. In such cases the vesting periods may be shorter to reflect the time from which an Award would have been granted;

In particular, such circumstances may include (i) the Company may need to report to the regulatory authorities or relevant exchanges in consolidated batches prior to the grant of the Awards; (ii) the grant may depend on the schedules of board meetings and Remuneration Committee reviews; (iii) the grant may have to align with financial reporting cycles; and (iv) the payroll systems may process grants in batches for efficiency, consistency across Employee Participants and audit control. Such vesting period has to be shortened so as to avoid any dissatisfaction of the Employee Participants who have demonstrated value when such delay is solely out of administrative and compliance reasons, and to ensure fairness without undermining the principle that Awards are tied to Company success.

(e) grants of Awards with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of 12 months; or

In particular, such circumstances may include (i) the monthly vesting allows the Employee Participants to keep engaged for a full year; and (ii) tying a significant portion to product R&D progress or milestone.

(f) grants of Awards with a total vesting and holding period of more than 12 months.

In particular, such circumstances may include (i) retaining participants for long-term service by way of phased vesting throughout the extended vesting and holding period and (ii) tying a significant portion to completion of a specific project or milestone.

Grants with a total vesting and holding period of more than 12 months may need to be accelerated under certain circumstances to better align the timing of performance fulfillment and the Awards. Also, it may also be necessary in cases of outstanding performance or critical retention needs, where immediate recognition or incentive is essential to secure key talent.

8.3 If a Vesting Date is not a Business Day, such Vesting Date shall, subject to any trading halt or suspension of dealings in the Shares on the Stock Exchange, be deemed to be the next Business Day immediately thereafter.

Performance Targets

8.4 The Scheme Administrator may, in respect of each Award and subject to all Applicable Laws, rules and regulations, determine such performance targets, criteria or conditions for vesting of Awards in its sole and absolute discretion. Any such performance targets, criteria or conditions shall be set out in the Award Letter. For the avoidance of doubt, an Award shall not be subject to any performance targets, criteria or conditions if none are set out in the relevant Award Letter.

8.5 The Scheme Administrator shall specify in the Award Letter the person(s) of the Company that will assess how and whether such targets, criteria or conditions are satisfied.

8.6 Performance targets, criteria or conditions are to be specified in the relevant Award Letter. Performance targets may combine qualitative and quantitative requirements and include an annual assessment of an Eligible Participant and/or performance of the Company. From time to time the Scheme Administrator will conduct an assessment to compare performance to pre-established targets in order to determine whether and to what extent such targets have been achieved. After the assessment, if the Scheme Administrator determines that any of the specified performance targets have not been achieved, the unvested Award Shares will automatically lapse.

Exercise Period and Vesting Period

8.7 The Exercise Period for any vested Share Options shall be such period determined by the Scheme Administrator in its absolute discretion and notified to the Eligible Participant in the Award Letter, *provided that* the Exercise Period shall not be longer than 10 years from the Grant Date. A Share Option shall lapse automatically and shall not be exercisable (to the extent not already exercised) on the expiry of the tenth anniversary from the Grant Date.

8.8 The vesting period for any award of RSUs shall be such period determined by the Scheme Administrator in its absolute discretion and notified to the Eligible Participant in the Award Letter. For the avoidance of doubt, the Scheme Administrator may determine the vesting period of an RSU to be not applicable and determine that the Award Shares shall fall to be settled upon the Vesting Date without further action by the Grantee.

9. *SETTLEMENT OF AWARDS*

Subject to the terms and conditions of the Scheme and the fulfilment of all vesting conditions applicable to the vesting of the Share Options or RSUs on such Grantee, the respective H Shares held by the Trustee on behalf of the Grantee pursuant to the provision hereof shall vest in such Grantee in accordance with the applicable vesting schedule, and the Trustee shall

cause the H Shares to be transferred to such Grantee and/or an entity controlled by him/her for the benefit of the Grantee subject to the consent of the Scheme Administrator in accordance with Rule 9.3 in this Scheme. The Scheme Administrator may require any Grantee to return duly executed transfer documents or other documents for the purpose of vesting and transfer of the relevant Share Options or H Shares within a stipulated period. The Award shall automatically lapse if a Grantee fails to do so, unless the Scheme Administrator determines otherwise in its absolute discretion.

Exercise of an Option

9.1 An Award may be exercised in whole or in part on or after the applicable Vesting Date by the Grantee giving notice in writing to the Company in such form as the Scheme Administrator may from time to time determine, stating that the Award is thereby exercised and the number of H Shares in respect of which it is exercised.

9.2 Additionally, the Grantee shall execute and deliver all such forms and instruments and provide such instructions as, and in the manner requested, by the Scheme Administrator or any designated third party.

Settlement of an Award

9.3 Subject to Rule 9.4, within 20 Business Days after receipt of the notice and the remittance (if any), the Company shall arrange for the exercised Share Options or upon the vesting of RSUs to be satisfied in the following methods, or any combination of the following methods, as determined by the Scheme Administrator in its sole discretion:

(a) allot, and instruct the Share Registrar to issue, the Exercised Option Shares or the H Shares underlying the vested RSUs to the Grantee (or the Grantee's personal representative(s)) credited as fully paid and issue to the Grantee (or the Grantee's personal representative(s)) a share certificate in respect of the Exercised Option Shares or the H Shares underlying the vested RSUs so allotted and issued;

(b) arrange for the Exercised Option Shares or the H Shares underlying the vested RSUs to be transferred to the Grantee (or the Grantee's personal representative(s)) credited as fully paid and issue to the Grantee (or the Grantee's estate in the event of an exercise by the Grantee's personal representative(s)) a share certificate in respect of the H Shares so transferred;

(c) make a cash payment to the Grantee. The amount of such payment shall be calculated by reference to the number of H Shares to be vested or exercised in respect of the Grantee on or after the Vesting Date and valuing the same at the closing price of the H Shares as stated in the daily quotations sheet published by the Stock Exchange on the Vesting Date and deducting therefrom any stamp duty, Taxes, trading fee and other, if any, direct costs and expenses which would have been payable if the H Shares were sold on-market on the Vesting Date at the said closing price; or

(d) for the purpose of the transferring and selling or making a cash payment of Award Shares in a Grantee upon the vesting of the Award Shares, subject to the receipt by the Trustee of (a) a copy of the relevant Vesting Notice and a written notice from the Scheme Administrator instructing the Trustee to transfer the Award Shares to the Grantee (or the Grantee's personal representative(s)), (b) the original transfer documents (if any) prescribed by the Trustee and duly signed by the Grantee (or the Grantee's personal representative(s)); (c) client due diligence documents of the Grantee (or the Grantee's personal representative(s)) required in accordance with the Trustee's client due diligence policy; and (d) such other documents as the Scheme

Administrator may require for the purpose of this Rule 9.3(d) at least ten (10) Business Days prior to the Vesting Date, the Trustee shall transfer the relevant Award Shares to the relevant Grantee (or the Grantee's personal representative(s)) as instructed by the Scheme Administrator as soon as practicable on or after the Vesting Date and in any event not later than ten (10) Business Days after the Vesting Date. In the event that the Trustee does not receive the requisite documents in accordance with (a), (b), (c) and (d) herein prior to or on the relevant Vesting Date, the relevant Award Shares shall lapse and shall not vest on the relevant Vesting Date and the Grantee shall have no claims against the Trust or the Trustee or with respect to those or any other Shares or any right thereto or interest therein in any way. The Company shall refund to the Grantee the Purchase Price paid (if any) in correspondence to such lapsed Award Shares paid by the Grantee pursuant to this Scheme and the terms and conditions of the Award Letter.

9.4 Where the Scheme Administrator in its sole discretion determines that it is not practicable for the Grantee to receive Award Shares or for the Company (whether or not through a trustee or other third party) to settle the Award due to applicable legal or regulatory restrictions (including under the Listing Rules), the settlement of the Award shall be postponed and shall take place within 20 Business Days from the date that the Scheme Administrator subsequently determines it will be practicable to proceed with the settlement of the Award. For the avoidance of doubt, the time required for settlement proceeds to be credited to the Grantee's account following completion of such settlement shall not be counted towards the aforesaid 20-Business-Day period.

Costs

9.5 Any direct costs and expenses arising on the vesting and issue of the Award Shares to or for the benefit of a Grantee as contemplated by Rule 9.3 shall be borne by the Company.

9.6 Any stamp duty, Taxs, trading fee and other, if any, or other direct costs and expenses arising on the sale of the Award Shares and cash payment as contemplated by Rule 9.3(c)shall be borne by the Grantee and deducted by the Scheme Administrator from the amount payable to the Grantee pursuant to Rule 9.3(c).

10. RESTRICTIONS ON AWARDS

Voting and Dividend Rights

10.1 The H Shares to be allotted and issued pursuant to the Scheme shall be identical to all existing issued Shares and shall be allotted and issued subject to all the provisions of the Articles for the time being in force and will rank *pari passu* with the other fully paid Shares in issue. Awards do not carry any right to vote at general meetings of the Company, nor any right to dividends, transfer or other rights, including those arising on a liquidation of the Company. No Grantee shall have any right to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any H Shares underlying the Awards. No Grantee shall enjoy any of the rights of a Shareholder by virtue of the grant of an Award unless and until the H Shares underlying an Award are delivered to the Grantee pursuant to the vesting and exercise of such Award.

Transferability of Awards

10.2 Awards shall be personal to the Grantee to whom they are made and shall not be assignable or transferable.

10.3 Any breach of Rule 10.2 shall cause the applicable outstanding Award to lapse. For this purpose, a determination by the Board or the Scheme Administrator to the effect that a breach of Rule 10.2 has occurred shall be conclusive. If the Grantee has evidence to prove that the relevant determination made by the Scheme Administrator violates the provisions of the Scheme, the Grantee may appeal to the Board of Directors.

Other Restrictions on Awards or Award Shares

10.4 The Scheme Administrator may, in its sole discretion, grant any Award with additional restrictions attached to the Award or Award Shares as further set out in the Award Letter, including contractually restricting the voting or transferability of the Award Shares after vesting of the Award.

11. LAPSE OF AWARDS

11.1 Without prejudice to the authority of the Scheme Administrator to provide additional situations when an Award shall lapse in the terms of any Award Letter, an Award shall lapse automatically (to the extent not already vested and exercised) on the earliest of:

(a) the expiry of any applicable Exercise Period;

(b) the date on which the Board or the Scheme Administrator makes a determination under Rule 11.3, 11.4, 11.5 or 11.6;

(c) the expiry of any of the periods for accepting the Award as referred to in Rule 7.9;

(d) the date on which the Grantee commits a breach of Rule 10.2;

(e) the date on which the Grantee gives written notice to the Scheme Administrator that such Award is forfeited by the Grantee; and

(f) the date on which the Scheme Administrator determines that any of the specified performance targets have not been achieved.

11.2 The Scheme Administrator shall have the power to decide whether an Award shall lapse and its decision shall be binding and conclusive on all parties. The Company shall not owe any liability to any Grantee for the lapse of any Award under this Rule 11.1. Shares which may be issued pursuant to Awards which have lapsed in accordance with the terms of the Scheme Rules shall not be counted for the purpose of calculating the Scheme Mandate Limit and/or the Service Provider Sublimit.

Clawback

11.3 Circumstances in which the Scheme Administrator may in its discretion consider it appropriate to apply malus and/or clawback to an Award include, but are not limited to, the following:

(a) the Scheme Administrator reasonably considers that the Grantee has, by reason of negligence, fraud or gross misconduct, caused or is reasonably likely to cause:

(i) material reputational damage to any member of the Group;

(ii) a material adverse effect on the financial condition of any member of the Group;

(iii) a material adverse effect on the business opportunities, ongoing performance or profitability prospects of any member of the Group;

(iv) a breach of the terms of the Scheme in any material respect; or

(v) the Award granted to such Grantee ceasing to be appropriate and consistent with the purposes of the Scheme.

(b) the Grantee is charged with, sanctioned for or convicted of an offence, where such charge, sanction or conviction involves the integrity or honesty of the Grantee;

(c) a Grantee has committed a serious breach of any Applicable Laws or regulations in any relevant jurisdiction or of an internal policy, guidelines or code of any member of the Group or agreement with any member of the Group;

(d) the Grantee violates the non-compete agreement during the term of his/her service, or violates the non-compete agreement or relevant non-competition restrictions within two (2) years following his/her departure from any member of the Group;

(e) without prejudice to the generality of Rule11.3 (c), the Grantee commits any act of professional misconduct, disclosure of the Group's confidential information, dereliction of duty, bribery or solicitation, misappropriation, theft, fraud, breach of a non-compete undertaking, or any other act prejudicial to the interests of the Group;

(f) where the Company is required to exercise a clawback in accordance with the Applicable Laws, rules and regulations and/or pursuant to a request from any regulatory authority (including without limitation the Stock Exchange),

then the Scheme Administrator may make a determination at its absolute discretion that: (A) any Awards granted but not yet exercised shall immediately lapse, and (B) with respect to any H Shares delivered, or cash payment paid, to the Grantee pursuant to any Awards granted under this Scheme, the Grantee shall be required to transfer back to the Company or its nominee (1) the equivalent number or a portion of H Shares, (2) an amount in cash equal to the market value of such H Shares or the cash payment , or (3) a combination of (1) and (2).

Retirement and Other Events

11.4 **Retirement:**

(a) If a Grantee ceases to be an Eligible Participant by reason of the Grantee's retirement, the Scheme Administrator may, in its sole discretion, determine that any outstanding Award which has not yet been exercised or settled shall: (i) continue to vest or become exercisable in accordance with its original terms, or such other period as the Scheme Administrator may determine at its sole discretion; or (ii) lapse in whole or in part with immediate effect.

(b) A Grantee shall be taken to have retired on the date that the Grantee retires upon or on or after reaching the retirement age prescribed by the laws and regulations of the jurisdiction in which the Grantee's employing entity is incorporated or established (if applicable); or, in case there is no such terms of retirement applicable to the Grantee, with the approval of the Scheme Administrator.

11.5 **Work-related Death or Permanent Incapacity:** If a Grantee ceases to be an Eligible Participant by reason of (i) work-related death of the Grantee; or (ii) the termination of the

Grantee's employment or contractual engagement with any member of the Group by reason of the Grantee's work-related permanent physical or mental disablement:

(a) in the case of Share Options, any granted but unexercised Share Options (including those vested but unexercised and those unvested) may be exercised within the Exercise Period by the personal representatives of the Grantee. In the case where a Grantee no longer has any legal capacity to exercise the Share Options, the granted but unexercised Share Options may be exercised within that period by the persons charged with the duty of representing the Grantee under the Applicable Laws. If the granted but unexercised Share Options is not exercised within the time mentioned above, the Share Options shall lapse. If any performance assessment indicators are attached to corresponding granted but unexercised Share Options, such performance assessment indicators shall no longer serve as the conditions of vesting or exercise of the Share Options; and

(b) in the case of RSUs, any outstanding RSUs not yet vested shall vest within the period determinded by the Scheme Administrator. If any performance assessment indicators are attached to an RSUs, such performance assessment indicators shall no longer serve as a condition of vesting. The Company shall deliver such number of Award Shares as are equal to the vested RSUs or the cash payment (hereinafter referred to as "**Benefits**") to the legal personal representatives of the Grantee or the persons charged with the duty of representing the Grantee under the Applicable Laws, as the case may be, as soon as practicable following the death of the Grantee or, if the Benefits would otherwise become *bona vacantia*, the Benefits shall be forfeited and cease to be transferable and such Benefits shall lapse.

The Scheme Administrator may, in its sole discretion, determine that such outstanding Share Options and RSUs shall: (i) be subject to accelerated vesting and/or become immediately exercisable; or (ii) continue to vest and/or become exercisable in accordance with the original vesting schedule and/or exercise period.

11.6 **Other reasons:** unless otherwise determined by the Scheme Administrator: (i) if a Grantee ceases to be an Eligible Participant, or where the Grantee's employment or contractual engagement with the Group is terminated, for reasons other than those set out in the preceding provisions of Rule 11.3, 11.4 and 11.5, including but not limited to the cases of resignation, termination of employment or engagement by mutual agreement, dismissal, redundancy or non-work-related death or permanent incapacity; or (ii) where the Grantee's employment or contractual engagement with the Group has been suspended, or the Grantee is on a leave of absence from the Group for a continuous period exceeding six (6) months at any time in the course of employment:

(a) a Grantee may exercise any vested Share Options within 3 months of such cessation or within the Exercise Period, whichever is the shorter, or such other period as the Scheme Administrator may decide in its sole discretion. If a Share Option is not exercised within the time mentioned above, the Share Option shall lapse; and

(b) any outstanding RSUs and Share Options not yet vested shall be immediately forfeited and shall lapse in principle, unless the Scheme Administrator determines otherwise at its absolute discretion.

12. CANCELLATION OF AWARDS

12.1 Except for the circumstances stipulated in Rule 11, the Scheme Administrator may at its discretion cancel any Awards granted but not vested.

12.2 The Scheme Administrator may in its sole discretion determine to buy out an Award from a Grantee at a price, and on such terms as, following which, the purchased Award shall be cancelled.

12.3 Issuance of new Awards to the same Grantee whose Awards have been cancelled pursuant to Rule 12.1 may only be made if there are unissued Awards available under the Scheme Mandate Limit and in compliance with the terms of the Scheme. Awards cancelled pursuant to the terms of the Scheme Rules (or the terms of any other share schemes of the Company) shall be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.

13. ADJUSTMENT OF THE AWARDS

Alternations in Share Capital

13.1 In the event of any alteration in the capital structure of the Company by way of capitalisation issue, rights issue, subdivision or consolidation of H Shares or reduction of the share capital of the Company (other than any alteration in the capital structure of the Company as a result of an issue of H Shares as consideration in a transaction to which the Company is a party), the Board or the Scheme Administrator may make such corresponding adjustments, if any, as the Scheme Administrator in its discretion may deem appropriate to reflect such change with respect to:

(a) the number of H Shares comprising the Scheme Mandate Limit or Service Provider Sublimit, provided that in the event of any Share subdivision or consolidation the Scheme Mandate Limit and Service Provider Sublimit as a percentage of the total issued H Shares of the Company at the date immediately before any consolidation or subdivision shall be the same on the date immediately after such consolidation or subdivision, rounded to the nearest whole share;

(b) the number of H Shares comprised in each Award to the extent any Award has not been exercised;

(c) the Exercise Price of any Share Options or Purchase Price of any RSUs,

provided always that: (i) any such adjustments should give each Grantee the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that to which that Grantee was previously entitled prior to such adjustments; and (ii) no such adjustments shall be made which would result in a Share being issued at less than its nominal value. Other than adjustments made in consequence of a capitalisation issue, any other adjustments shall be confirmed in writing by an independent financial adviser or the Auditors of the Company to the Directors that such adjustments are in compliance with the requirements of the Listing Rules in respect of the adjustable number of Awards, exercise price or purchase price.

Corporate Transactions

13.2 If there is an event of change in control of the Company as the result of a merger, scheme of arrangement or general offer, or in the event of a dissolution or liquidation of the Company, the Scheme Administrator shall at its sole discretion determine whether the Vesting Dates of any Awards will be accelerated and/or the vesting conditions or criteria of any Awards will be amended or waived only to the extent not prohibited by any laws or regulations or requirements of any stock exchange which the Company may be subject to, including but not limited to the Listing Rules and the Codes on Takeovers and Mergers and Share Buy-backs, then in force, and notify the Grantees accordingly.

13.3 For the purpose of Rule 13.2, "control" shall have the meaning as specified in The Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC from time to time.

14. AMENDMENT OF THE SCHEME OR AWARDS

14.1 Subject to the provisions of this Rule 14, the Scheme Administrator may amend any of the provisions of this Scheme or any Awards granted under this Scheme at any time and in any respect, provided that the terms of this Scheme or Awards so altered must comply with the relevant requirements of Chapter 17 of the Listing Rules.

14.2 Any alterations to the terms and conditions of the Scheme which are of a material nature or any alterations to the provisions relating to matters set out in Rule 17.03 of the Listing Rules to the advantage of Participants shall be approved by the Shareholders of the Company at a general meeting.

14.3 Any change to the terms of any Award the grant of to the Eligible Participant must be approved by the Board, the Remuneration and Appraisal Committee, the independent non-executive Directors, and/or the Shareholders (as the case may be) if the initial grant of the Award was approved by the same body. This requirement does not apply where the alterations take effect automatically under the existing terms of this Scheme. The amended terms of the Scheme or the Awards must still comply with the relevant requirements of chapter 17 of the Listing Rules.

14.4 Any change to the authority of the Board or the Scheme Administrator, including under this Rule 14, to alter the terms of this Scheme shall be subject to the approval of the Shareholders in general meeting.

15. SCHEME LIFE AND TERMINATION

15.1 Subject to Rule 15.2, the Scheme shall be valid and effective for the Scheme Period.

15.2 The Scheme shall terminate on the earlier of:

(a) the expiry of the Scheme Period; or

(b) such date of early termination as determined by the Board,

following which no further Awards will be offered or granted under this Scheme, *provided that* notwithstanding such termination, the Scheme and the Scheme Rules shall continue to be valid and effective to the extent necessary to give effect to the vesting and exercise of any Awards granted prior to the termination of the Scheme and such termination shall not affect any subsisting rights already granted to any Grantee hereunder.

15.3 Awards complying with the provisions of Chapter 17 of the Listing Rules which are granted during the life of the Scheme and remaining unexercised and unexpired immediately prior to the termination of the operation of the Scheme in accordance with Rule 15.2 shall continue to be valid and exercisable in accordance with their terms of issue after the termination of the Scheme.

16. TAXATION

16.1 All taxes (including personal income taxes, professional taxes, salary taxes and similar taxes, if applicable), social security contributions, charges and other levies arising out of or in connection with the Grantee's participation in the Scheme or in relation to the H Shares, Award Shares or cash payment (the "**Taxes**") received by a Grantee shall be borne by such

Grantee and neither the Company nor any designated third party shall be liable for any Taxes. Each Grantee by its acceptance of any grant of Awards agrees to and will indemnify each member of the Group, the trustee(s) and any designated third party against any liability they may have to pay or account for such Taxes, including any withholding liability in connection with any Taxes. To give effect to this, the Company (or designated third party) may, notwithstanding anything else in these Scheme Rules (but subject to applicable law):

(a) reduce or withhold such number of the H Shares delivered upon exercise of any Options or vesting of any RSUs or the cash payment to be paid to the Grantee as may be necessary to settle any Taxes (the number of H Shares that may be reduced or withheld shall be limited to the number of H Shares that have a fair market value on the date of withholding that, in the reasonable opinion of the Scheme Administrator (or the trustee or designated third party) is sufficient to cover any such liability);

(b) sell, on the Grantee's behalf, such number of H Shares to which the Grantee becomes entitled and retain the proceeds and/or pay them to the relevant authorities or government agency;

(c) deduct or withhold, without notice to the Grantee, the amount of any such liability from any payment to the Grantee made under the Scheme or from any payments due from a member of the Group to the Grantee, including from the salary payable to the Grantee by any member of the Group; and/or

(d) require the Grantee to remit to any member of the Group, in the form of cash or a certified or bank cashier's check, an amount sufficient to satisfy any Taxes or other amounts required by any governmental authority to be withheld and paid over to such authority by any member of the Group on account of the Grantee or to otherwise make alternative arrangements satisfactory to the Company for the payment of such amounts.

The Company shall not be obliged to issue any H Shares or pay any Actual Selling Price to a Grantee unless and until the Grantee satisfies the Company (in the opinion of the Scheme Administrator) that such Grantee's obligations for Taxes under this Rule have been met.

17. MISCELLANEOUS

Governing Law and Third Party Rights

17.1 The Scheme Rules and all Awards granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.

17.2 The Scheme shall operate subject to the Articles and to any restrictions under any Applicable Laws, rules and regulations (including the Listing Rules). All allotments and issuances of H Shares pursuant to this Scheme will be subject to all necessary consents under any relevant legislation and Listing Rules for the time being in force in Hong Kong and in the Company's place of incorporation or domicile.

17.3 Save as otherwise expressly provided in the Scheme Rules, no third party (which for the purposes of this Rule 17.3 means any person other than the Company and Grantees) shall have the right to enforce any of the terms of the Scheme or the Scheme Rules or otherwise enjoy any benefits under the Scheme pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) or otherwise. Alteration of the Scheme, the Scheme Rules, Awards, or Award Letter may be effected in accordance with Rule 14 without requiring the consent of any third party.

No Rights or Liability to Grantee

17.4 This Scheme shall not form part of any contract of employment or other contract between the Company or any Subsidiary and any Eligible Participant or Grantee, and the rights and obligations of any Eligible Participant or Grantee under the terms of the Grantee's office or employment or engagement shall not be affected by the Grantee's participation in this Scheme or any right which the Grantee may have to participate in it, and this Scheme shall afford such Eligible Participant or Grantee no additional rights to compensation or damages in consequence of the termination of such office or employment or engagement for any reason.

17.5 The Company shall not be responsible to: (i) any Eligible Participant or Grantee for any failure by the Company or any person involved in the management or administration of the Scheme; (ii) any person (including any Eligible Participant and Grantee) to obtain any consent or approval required for such person to participate in the Scheme; or (iii) any Eligible Participant or Grantee for any Taxes, expenses, fees or any other liability to which such Eligible Participant or Grantee may become subject as a result of participation in the Scheme.

17.6 Save as specifically provided herein, this Scheme shall not confer on any person any legal or equitable rights against any member of the Group directly or indirectly or give rise to any cause of action at law or in equity against the any member of the Group. No person shall, under any circumstances, hold the Board, Scheme Administrator, the Company or any other member of the Group, any administrator or any trustee or designated third party liable for any costs, losses, expenses and/or damages whatsoever arising from or in connection with the Scheme or the administration thereof.

17.7 In the event that an Award lapses or is forfeited in accordance with the Scheme Rules, no Grantee shall be entitled to any compensation for any loss or any right or benefit or prospective right or benefit under the Scheme which the Grantee might otherwise have enjoyed.

17.8 A Grantee shall be responsible for obtaining any governmental or other official consent or approval that may be required by any country or jurisdiction in order to permit the grant, holding or exercise of any Award. By accepting an offer of the grant of an Award or exercising an Award, the Grantee thereof is deemed to have represented to the Company that the Grantee has obtained all such consents and approvals. Compliance with this Rule shall be a condition precedent to an acceptance of an Award by a Grantee and an exercise by a Grantee of their Awards. Each Grantee, by their acceptance of any Award, shall thereby agree to indemnify each member of the Group fully against all claims, demands, liabilities, actions, proceedings, fees, costs and expenses which they may suffer or incur (whether alone or jointly with other party or parties) for or in respect of any failure on the part of the Grantee to obtain any necessary consent or approval or to pay tax or other liabilities referred therein. No member of the Group shall be responsible for any failure by a Grantee to obtain any such consent or approval or for any tax or other liability to which a Grantee may become subject as a result of the Grantee's participation in the Scheme.

Severability

17.9 Each provision hereof shall be treated as a separate provision and shall be severally enforceable as such in the event of any provision or provisions being or becoming unenforceable in whole or in part. To the extent that any provision or provisions hereof are unenforceable they shall be deemed to be deleted from the Scheme Rules, and any such deletion shall not affect the enforceability of the Scheme Rules as remain not so deleted.

Personal Data

17.10 By accepting an Award and participating in the Scheme, each Grantee consents to the holding, processing, storage and use of personal data or information concerning the Grantee by any

member of the Group or other third party service provider, in Hong Kong or elsewhere, for the purpose of the administration, management or operation of the Scheme. Such consent permits, but is not limited to, the following:

(a) the administration and maintenance of records of the Grantee;

(b) the provision of data or information to without limitation members of the Group, trustees, registrars, brokers or third party administrators or managers of the Scheme, in Hong Kong or elsewhere;

(c) the provision of data or information to future purchasers or merger partners of the Company or any other member of the Group, the Grantee's employing company, or the business in which the Grantee works;

(d) the transfer of data or information relating to the Grantee to Mainland China, Hong Kong, the Grantee's home country or any other country or jurisdiction that has jurisdiction over the Group and/or the Grantee, and such country or jurisdiction may not be able to provide the same level of legal protection for data relating to the Grantee as that available in Mainland China, Hong Kong or the Grantee's home country; and

(e) in the case where an announcement or other disclosure document is required to be made pursuant to the Listing Rules in connection with this Scheme (including but not limited the adoption of this Scheme and grant of an Award), the disclosure of the identity of such Grantee, the number of Award Shares and the terms of the Award granted and/or to be granted and all other information as required under the Listing Rules.

The Grantee is entitled, on payment of a reasonable fee, to a copy of the personal data held about the Grantee, and if such personal data is inaccurate, the Grantee has the right to have it corrected.

Notices

17.11 Any notice or other communication between the Company and any Eligible Participant or Grantee may be given by sending the same by prepaid post or by personal delivery to:

(a) in the case of the Company, its headquarters in Shanghai China or such other address as notified to the Eligible Participant or Grantee from time to time; and

(b) in the case of an Eligible Participant or Grantee, their address as notified to the Company from time to time or by hand delivery.

In addition, any notice or other communication from the Company to any Eligible Participant or Grantee may be given by any electronic means, as the Scheme Administrator considers appropriate.

17.12 Any notice or other communication served by post shall be deemed to have been served 24 hours after the same was put in the post. Any notice or other communication served by electronic means shall be deemed to have been received on the day following that on which it was sent. Any notice or other communication served by personal delivery shall be deemed to have been received when delivered. Any notice or other communication if sent by the Grantee shall be irrevocable and shall not be effective until actually received by the Company.