Shanghai Seer Intelligent Technology Co., Ltd.

H Share Option Incentive Scheme

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Chapter I Definition

The abbreviations in this document shall have the following meanings unless otherwise specified:

Term	Interpretation
Adoption Date	the date on which the Scheme is approved by the Shareholders at the extraordinary general meeting of the Company
Articles of Association	the articles of association of Shanghai Seer Intelligent Technology Co., Ltd. as amended, modified or otherwise supplemented from time to time
Associate(s)	has the meaning ascribed to it under the Listing Rules
Auditor(s)	auditor(s) appointed by the Company from time to time
Board/Board of Directors	the board of directors of the Company
Business Day	any day on which the Stock Exchange is open for business of dealing in securities
Chief Executive	has the meaning ascribed to it under the Listing Rules
Close Associate(s)	has the meaning ascribed to it under the Listing Rules
Company	Shanghai Seer Intelligent Technology Co., Ltd. (上海仙工智能科技股份有限公司), a joint stock company with limited liability incorporated in the PRC, the H Shares of which have been listed on the Stock Exchange (stock code: 6106)
Eligible Person(s)/Eligible Participant(s)	eligible participant(s) determined by the Board and/or its delegatee(s) from time to time, with the meaning ascribed to it under the Clause 1 of Article 14 herein

Employee Participant(s)	directors, supervisors (as applicable) and employees of the Company and/or its any subsidiaries who have signed a formal labour contract (whether full-time or part-time) and whose labour relationship remain in force, including persons who have been granted Options under the Shanghai Seer Intelligent Technology Co., Ltd. H Share Option Incentive Scheme to induce them to enter into employment contract with the Company
Exercise Period	a period in which the Grantees are entitled to exercise the Options
Exercise Price	the subscription price per H Share attaching to an Option, as determined by the Board and/or its delegatee(s), subject to Chapter 8; or, where applicable, such price as may be adjusted from time to time in accordance with the rules of the Scheme
Grant Date	the date on which the Board or the Remuneration Committee or the delegatee(s) of the Board formally resolves to grant the Options, being the date on which the Options are actually granted by the Company. If the Grant Date falls within the Blackout Period prior to the publication of the Company's financial reports or the Lock-Up Period relating to the Inside Information, the grant shall be postponed until the expiry of the Lock-Up Period
Grantee(s)/Incentive Recipient(s)	Eligible Persons determined and selected by the Board and/or its delegatee(s) to participate in the Shanghai Seer Intelligent Technology Co., Ltd. H Share Option Incentive Scheme and granted with Options
Group	the Company and its subsidiaries established from time to time, and the expression "members of the Group" shall be construed accordingly
H Share(s)	the overseas-listed foreign shares in the share capital of the Company with a Nominal Value of RMB1.00 each, which are listed on the Main Board of the Stock Exchange
Hong Kong	the Hong Kong Special Administrative Region of the People's Republic of China (PRC)

Hong Kong dollars/HK$	Hong Kong dollars, the lawful currency of Hong Kong
Inside Information	has the meaning ascribed to it under the Securities and Futures Ordinance (SFO)
Listing Rules	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended, modified or otherwise supplemented from time to time
Offer	an offer to grant Options under the rules of the Scheme
Offer Date	in respect of any Options, the date on which an offer of Options is made to an Eligible Person under and subject to the terms of the Scheme (which must be a Business Day), provided that for the purpose of calculating the Exercise Price, the date on which the Board and/or its delegatee(s) resolve(s) to make the offer shall be deemed to be the Offer Date
Option Price	the amount payable upon acceptance of each offer, being HK$1.00 or such other amount as the Board and/or its delegatee(s) may determine, irrespective of the number of Options comprised in the relevant offer
Option Period	in respect of any Options, the exercisable period shall be determined by the Board and/or its delegatee(s) and notified to the Grantees, and shall expire no later than the tenth anniversary of the Grant Date (subject to the early termination provisions). For the avoidance of doubt, if the Board and/or its delegatee(s) decide to set Option Periods of different durations for different Grantees, the Board and/or its delegatee(s) may also impose conditions and/or restrictions on the exercise of the Options within the exercisable period
Option(s)	rights granted to Grantees under the Scheme to acquire existing H Shares held by the Trustee
Other Scheme(s)	all plans or arrangements, other than the Scheme, involving the Company or any member of the Group granting options or awards over Shares or

	other securities of the Company to designated Eligible Persons, or for their benefit, and which the Stock Exchange determines to be similar to a share scheme as described in Chapter 17 of the Listing Rules
Related Entity	the holding company, fellow subsidiary(ies) or associates of the Company
Related Entity Participant	directors, supervisors and employees (whether full-time or part-time) of the Related Entity
Remuneration Committee	the remuneration committee under the Board
Scheme Mandate Limit	has the meaning ascribed to it under Article 22 of this Scheme
Scheme Period	the period commencing from the Adoption Date and ending on the day before the tenth anniversary of the Adoption Date (both dates inclusive), subject to early termination in accordance with the terms of the Scheme
Service Provider(s)	persons (including entities) who, in the ordinary course of the Group's business, provide services on a continuing and recurring basis that are in the long-term development interests of the Group, taking into account (including but not limited to) the duration and nature of the services provided or expected to be provided, the terms of engagement and the Group's core business at the relevant stage. Service Providers exclude Placing Agent, financial advisers providing advisory services for fund-raising, mergers or acquisitions, or professional service providers that provide assurance services or are required to perform their services impartially and objectively, such as auditors and valuers
Shanghai Seer Intelligent Technology Co., Ltd. H Share Option Incentive Scheme, or the Scheme	the H Share Option Incentive Scheme of Shanghai Seer Intelligent Technology Co., Ltd., to be proposed to the Shareholders for approval at the extraordinary general meeting of the Company, as amended, supplemented or otherwise modified from time to time

Shareholder(s)	holder(s) of Share(s)
Stock Exchange/Hong Kong Stock Exchange	The Stock Exchange of Hong Kong Limited
Subsidiary(ies)	has the meaning ascribed to it under the Listing Rules
Substantial Shareholder(s)	has the meaning ascribed to it under the Listing Rules
Trading Day	a day on which the Stock Exchange is open for business of dealing in securities, excluding any day on which the H Shares of the Company are halted or suspended from trading
Trust	the trust set up under the Trust Deed
Trust Deed	the trust deed entered into by the Company and the Trustee in accordance with the Scheme
Trust Property	the Incentive Scheme Funds as well as the aggregate of all property after taking into account gains and losses arising from the investment in Underlying Shares and the management of the Trust
Trustee	the trustee appointed by the Company in respect of the Trust
Underlying Shares	H Shares of the Company involved under the Scheme
Vesting Date	in respect of any Options, the earliest date on which, as stipulated in the offer, the Grantee may exercise the granted Options (or any part thereof) and acquire Shares (or tranches of Shares) in accordance with the terms of the Options

Vesting Period	in respect of any Options, the period commencing on the date on which the Grantees accept the granted Options and ending on the Vesting Date (both dates inclusive)
%	percent

Chapter II General Provisions

Article 1 For the purpose of promoting the rapid business development of the Company, incentivising the fulfillment of the Company's medium and long-term plans, and forming effective attraction, incentive and retention for the Incentive Recipients, Shanghai Seer Intelligent Technology Co., Ltd. hereby formulates this H Share Option Incentive Scheme for the Company's core employees and other persons who meet the incentive conditions, in accordance with the relevant provisions of the Rules Governing the Listing of Securities of The Stock Exchange of Hong Kong Limited (the "Listing Rules") as amended from time to time, the PRC Company Law and the Articles of Association.

Article 2 In order to regulate management mechanism of the Option Incentive Scheme and protect the lawful rights and interests of the Incentive Recipients participating in the H Share Option Incentive Scheme, the H Share Option Incentive Scheme of Shanghai Seer Intelligent Technology Co., Ltd. is hereby formulated.

Chapter III Effectiveness

Article 3 Effectiveness

This Scheme shall become effective subject to the fulfilment of the following conditions: the Shareholders having passed at a Shareholders' Meeting the necessary special resolutions to (1) approve and adopt this Scheme; (2) authorise the Board to grant Options under this Scheme in accordance with this Scheme; and (3) authorise the Board to buy and sell Shares in respect of any Options to be granted under this Scheme.

Chapter IV Purpose, Term and Basic Principles of the Incentive

Article 4 The primary purpose of the Company in formulating and implementing this Scheme is to establish a long-term incentive mechanism that closely links the Incentive Recipients with the Company's operating results and long-term plans, and to lay a foundation of human resources competitive advantage for the long-term sustainable development of the Company, which is detailed as follows:

1. through this Scheme, to further improve the Company's performance assessment system and remuneration system, to attract, retain and incentivise the talent required to achieve the Company's objectives, and to recognise the contributions that the Incentive Recipients have made or will make to the Company.

2. through this Scheme, to combine the interests grant to the Incentive Recipients with the Company's operating performance, to align the behaviour of the Incentive Recipients with the Company's objectives, and to promote the achievement of the Company's performance targets.

3. to establish a long-term orientation for business operation which encourages core senior and middle-level management to focus on the Company's long-term sustainable development with

avoidance of short-term business operation, and to achieve balanced effect of both incentive and restraint.

Article 5 Term of this Scheme

Unless terminated early in accordance with the rules of this Scheme, the term of this Scheme shall be 10 years from the date of approval by the Shareholders' Meeting, and this Scheme shall remain effective during the incentive period.

Upon expiry of the incentive period, no further Options shall be granted, provided that so long as there are any Options granted before the expiry of this Scheme which have not yet vested and/or been exercised, this Scheme shall continue to be extended until the vesting and/or exercise of such Options is completed.

Article 6 Basic Principles of this Scheme

1. Principle of legal compliance: In implementing this Scheme, the Company shall strictly comply with the Company Law of the People's Republic of China and the relevant laws, regulations, rules and normative documents of the jurisdiction in which the Company is registered and listed and other relevant regulatory rules, and shall implement information disclosure in a truthful, accurate, complete and timely manner. No person may use this Scheme to engage in insider dealing, market manipulation or other securities fraud.

2. Principle of voluntary participation: The Company implements this Scheme in accordance with the principle of independent decision-making by the Company and voluntary participation by Eligible Persons. The Company shall not force Eligible Persons to participate in this Scheme by way of apportionment or mandatory allocation.

3. Principle of no guaranteed returns: The Incentive Recipients acknowledge and agree that, when the Trustee sells, pursuant to the Scheme, the Options exercised by the Incentive Recipients (if applicable), such sale may be affected by fluctuations in the market price of the shares, and the Company makes no commitment whatsoever as to the actual selling price or proceeds.

Chapter V Governing Bodies

Article 7 As the highest authority of the Company, the Shareholders' Meeting is responsible for considering and approving the adoption, termination and variation of the maximum limit of the Scheme. The Shareholders' Meeting of the Company shall vote on the Scheme, and the resolution shall be adopted by more than two-thirds of the voting rights held by the Shareholders present at the meeting. When the Shareholders' Meeting considers the Scheme, any Shareholder who is an Incentive Recipient or any Shareholder having an associated/connected relationship with an Incentive Recipient shall abstain from voting. The Shareholders' Meeting may authorise the Board and/or its delegatee(s) to deal with certain matters related to the administration and implementation of the Scheme to the extent of its authority.

Article 8 The Board is the executive management body of the Scheme, and is responsible for formulating and revising the Scheme. Upon the consideration and approval of the Scheme by the Board, the Scheme will be implemented after being approved at the Shareholders' Meeting. The Shareholders' Meeting and/or its delegatee(s) may handle and implement all relevant matters of the Scheme within the authorisation of the Shareholders' Meeting.

Without prejudice to the general management powers of the Board, the Board may delegate the power to manage the Scheme (including the power to grant Options under the Scheme) to the delegatee(s) designated by it. The term of office, authority and remuneration (if any) of the delegatee(s) shall be determined by the Board from time to time at its sole discretion.

For the avoidance of doubt, the decisions of the Board and/or its delegatee(s) shall be final and binding on all persons under the Scheme.

Subject to the rules of the Scheme, the Listing Rules, and any applicable laws and regulations, the Board and/or its delegatee(s) (to the extent authorised by the Board) shall have the right from time to time to:

1. explain and interpret the Scheme and the Grant Letter;

2. make or modify the arrangements, guidelines, procedures and/or regulations for the management, interpretation, implementation and operation of the Scheme, provided that such arrangements, guidelines, procedures and/or regulations shall not conflict with the rules of the Scheme;

3. grant Options to the Eligible Persons selected by it from time to time;

4. approve the form and content of the Grant Letter;

5. determine, review, approve and adjust the Grant Date, the list of Incentive Recipients, the number of Options to be granted, the Exercise Price, vesting conditions and exercise conditions;

6. establish, evaluate and set the vesting conditions and/or exercise conditions, and review the satisfaction of the vesting and/or exercise conditions;

7. adjust, evaluate and review any change of the vesting and/or exercise conditions, or adjust the Vesting Date/Exercise Date of the Options in accordance with the terms of the Scheme;

8. determine, review, approve and adjust the conditions or circumstances for the lapse of Options, and adjust, evaluate and review the effectiveness of any Options;

9. review and approve the resolution for any special circumstance not specified in the Scheme;

10. decide other matters related to the implementation of the Scheme in accordance with the relevant laws and regulations;

11. select and appoint banks, accountants, trustees, lawyers, consultants and other professionals (if any) for the purpose of the Scheme;

12. sign, execute, amend and terminate all documents related to the Scheme, conduct all procedures, filings and approvals related to the Scheme, and take other steps or actions to give effect to the provisions, intention and implementation of the Scheme;

13. consider and approve all matters related to the trust arrangement;

14. amend the Scheme within the scope of authorisation granted by the Shareholders' Meeting;

15. manage and conduct other matters necessary for the implementation of the Scheme, except those matters to be decided by the Shareholders' Meeting; and

16. to take other methods or actions to implement the terms and intentions of the Scheme.

Article 9 Without prejudice to the general management powers of the Board and/or its delegatee(s), and to the extent not prohibited by the applicable laws and regulations, the Board and/or its delegatee(s) may from time to time appoint one or more Trustees for the grant, management, vesting or exercise of any Options, and the Company shall enter into a Trust Deed with such Trustees. The Trust is established for the purpose of managing the Scheme pursuant to the Trust Deed, and the Trustee shall acquire the relevant H Shares as the Underlying Shares accordingly in accordance with the provisions of Article 22(1) and the instructions of the Board, by purchasing H Shares with Trust funds in on-exchange or off-exchange transactions. Subject to the Company Law of the People's Republic of China, the regulatory rules of the places where the Company is registered and listed and other applicable laws, regulations, rules and normative documents, and the Articles of Association of the Company, the Trustee shall perform relevant rights and obligations in accordance with the Scheme and the Trust Deed. If the Trustee is unable to hold the Underlying Shares due to the restrictions imposed by the Company Law of the People's Republic of China, the regulatory rules of the places where the Company is registered and listed and other applicable laws, regulations, rules and normative documents, the Trustee, with the consent of the Board and/or its delegatee(s), has the right to sell such Shares. The Trustee shall be a third party independent of the Company and its connected person; no Director shall be or be deemed to be, a Trustee under the Scheme, or has any direct or indirect interest in the Trustee of the Scheme.

Article 10 In respect of the Scheme, no director, member of any committee of the Board or its delegatee(s) shall be personally liable for any contract or other instrument signed by or on his/her behalf, or for any error of judgement made in good faith, and the Company shall indemnify and hold harmless the Board, any member of any committee of the Board or its delegatee(s) from any costs or expenses (including legal fees) or liabilities (including any sums paid in settlement of claims with the approval of the Board) arising from any acts or omissions related to the Scheme, unless such costs, expenses or liabilities result from the person's own willful neglect of duty, fraud, or dishonesty.

Article 11 For the management of the Scheme, the Company shall comply with all applicable laws, regulations and rules, including but not limited to the Listing Rules, relevant guidelines and the Articles of Association from time to time.

Article 12 The independent non-executive Directors are the supervisory organ of the Scheme, responsible for assessing, from the Shareholders' perspective, whether the Scheme is conducive to the sustainable development of the Company or detrimental to the interests of the Company and all Shareholders. In addition, the independent non-executive Directors shall ensure the Scheme is implemented in compliance with the relevant laws, regulations, regulatory documents and Listing Rules of the Hong Kong Stock Exchange as amended from time to time.

Chapter VI Incentive Recipient(s)

Article 13 Pursuant to and subject to the terms of the Scheme and all applicable laws, rules and regulations (including the Listing Rules and related guidelines), the Board and/or its delegatee(s) shall have the right to make an offer to an Incentive Recipient selected by it in its absolute discretion at any time within 10 years after the Adoption Date to subscribe for such number of Shares at the Exercise Price as the Board and/or its delegatee(s) may determine (subject to Articles 23 and 32 to 34). In making an offer to an Incentive Recipient, the Board and/or its delegatee(s) may, in its absolute discretion, impose such terms, conditions, restrictions and/or conditions as it deems appropriate (including but not limited to any performance targets to be achieved and the minimum period for which Options must be held before it can be exercised in individual cases), provided that such terms, conditions, and/or restrictions shall not be inconsistent with any other terms and conditions of the Scheme and applicable laws, rules and regulations (including the Listing Rules and related guidelines).

Article 14 Eligible Participant(s)

1. Eligible Participant(s) entitled to participate in the Scheme include:

(1) directors, senior management and key employees of the Group, being Employee Participants;

(2) Service Providers of the Group;

(3) directors and key employees of the Company's holding companies, fellow subsidiaries or associates, being Related Entity Participants.

2. The eligibility of any Eligible Participant for the offer shall be determined by the Board and/or its delegatee(s) from time to time based on the Eligible Participant's contribution to the development and growth of the Group. In assessing whether to grant Options to any Eligible Participant, the Board and/or its delegatee(s) will consider a number of factors, including but not limited to the nature and extent of the contribution that the Eligible Participant makes or can make to the Group, his or her special skills or technical knowledge or experience that is beneficial to the continuous development of the Group, the positive impact that the Eligible Participant has or is likely to have on the business, development and success of the Group (including support, assistance, guidance, advice, effort and/or contribution), and whether the grant of Options to the Eligible Participant is an appropriate incentive to motivate the Eligible Participant to continue to contribute to the progress of the Group.

3. In assessing the eligibility of Employee Participants, the Board and/or its delegatee(s) will take into account all relevant factors as appropriate, including but not limited to: (1) their skills, knowledge, experience, expertise and other relevant personal qualities; (2) their performance, time commitment, responsibilities or terms of employment, as well as prevailing market practices and industry standards; (3) their contribution to the growth of the Group; and (4) their educational and professional qualifications, as well as industry knowledge.

4. In assessing the eligibility of Service Providers, the Board and/or its delegatee(s) will take into account all relevant factors as appropriate, including, among others, (1) their professional expertise, professional qualifications and relevant experience; (2) their performance and track record, including their track record of providing quality service and their ability to maintain service standards; (3) the corporation scope and length of business relationship between the Service Providers and the Company; (4) the scale of business and transactions between the Service Providers and the Company, and their contributions to the Company's performance as evaluated by the Board and/or the delegatee(s); (5) the actual contributions to the Company in decreasing costs or increasing revenue and/or profits; (6) the benefits and values of the profits and/or gains to be brought forth by the corporation between the Service Providers and the Company; and (7) the business opportunities and external resources that the Service Providers have or are likely to bring to the Company.

Service Providers are individuals who have consistently and continuously provided the Group with services that contribute to its long-term development in the course of its ordinary business operations. These individuals provide the Group with professional services, consulting services, or other similar services, specifically including the following categories:

(1) Independent contractors, professional third-party entities that provide key routine services for the Company's R&D and operations. These include (a) robot algorithm development services: independent development of motion planning algorithms, SLAM algorithms, embodied intelligent perception algorithms, and simulation systems; and (b) customised software and hardware development services: robot controller hardware, chassis electronic control, sensor adaptation, embedded firmware development, robot scheduling system, WMS integration, customer-specific secondary development, toolchain development, etc.

The Group maintains long-term reliance on such Service Providers, and the recurring services rendered by them play a crucial role in maintaining the continuity of our operations. The eligibility for incentives depends on their contributions to the Group's development and future prospects, with consideration factors including actual benefits of the collaboration and the resulting business opportunities.

(2) Advisers and consultants are individuals or organisations that provide ongoing guidance on business planning and technical reviews for the Company's core operational matters. The consulting and technical support they provide falls into two categories: (a) business consulting: overall corporate development planning; market expansion strategies for government and enterprise sectors; commercialisation implementation plans for key industries; analysis on competitive products; consulting on investment, financing, and industry mergers and acquisitions; and

consulting on product pricing and sales channel system development; and (b) technical roadmap consulting: analysis on big data technology development trends; database technology roadmap planning; project initiation and completion reviews for major R&D projects; product architecture iteration and risk assessment; and consulting services for computing power and cloud architecture optimisation.

These advisers and consultants are engaged for their expertise and industry experience to drive our business growth and enhance operational efficiency. The decision to grant Options is based on their professional qualifications, the nature and duration of their engagement, market fit, and their measurable impact in reducing costs or increasing turnover and profits, thereby aligning their long-term interests with the Group's success.

Even though the Group has paid service fees to these Service Providers for their services provided, grant of Options to the Service Providers aligns their interests with the long-term development interests of the Group. The industry-specific knowledge, skills, and connections of the Services Providers are crucial for enhancing the Group's competitiveness and supporting future business growth capabilities. Equity incentives foster a sense of ownership and commitment among the Service Providers, motivating them to contribute to the Company's success beyond the scope of their immediate contractual obligations. By giving the Service Providers a stake in the Company, it does not only enhance their loyalty but also encourage them to invest in the quality and innovation of their services.

5. In assessing the eligibility of Related Entity Participants, the Board and/or its delegatee(s) will take into account all relevant factors, including but not limited to: (1) the positive impact which the Related Entity Participant is expected to bring to the Group's technology research and development, iteration or future commercialisation efforts (including support, assistance, guidance, advice, effort and/or contribution), by reference to the positive impact previously brought by such Related Entity Participant; (2) the extent of the Related Entity Participant's actual involvement in, and/or cooperation with, the Group, and the duration of the cooperative relationship established with the Group through the office and position held by such Related Entity Participant; (3) the number, scale and nature of the projects in which the Related Entity Participant has participated that are capable of promoting the Group's business, research and development and growth; (4) whether the Related Entity Participant has referred or introduced opportunities to the Group (such as research collaborations, licences, new technology platforms or joint research and development ventures) which have materialised into further cooperative relationships;(5) whether the Related Entity Participant has assisted the Group in entering new research fields, gaining access to new scientific or technology platforms, or enhancing the Group's competitive position in its areas of focus; and (6) the importance and nature of the business relationship between the Related Entity at which the Related Entity Participant holds office or position and the Group, as well as the contribution which the Related Entity Participant is able to make at such Related Entity through the cooperative relationship, that is beneficial to the Group's core research and development, innovation or future commercialisation.

6. No person shall be regarded as an Eligible Person if, as at the Grant Date, any of the following circumstances applies:

(1) the person has, within the preceding 12 months, been determined by a competent authority to be an unsuitable candidate for any share incentive scheme, share option scheme or similar scheme of a listed company;

(2) the person has, within the preceding 12 months, been subject to administrative penalties imposed by a securities regulatory authority for material breaches of laws or regulations;

(3) the person is subject to any circumstance under which participation in the Scheme is prohibited by applicable laws and regulations;

(4) the person has otherwise seriously breached the relevant rules of the Group, or the Board determines that the person has engaged in any other conduct that would cause material detriment to the interests of the Group; or

(5) any other circumstance prescribed by the Board and/or its delegatee(s) for the purpose of safeguarding the interests of the Group and ensuring compliance with applicable laws and regulations governing the operation of the Scheme.

7. The Board (including the Independent Non-executive Directors) considers that the inclusion of Related Entity Participants and Service Providers within the scope of Eligible Persons is consistent with the Company's business needs, the nature of its operations and industry practice. Maintaining sustainable and stable relationships with Related Entity Participants and Service Providers is of critical importance to the Group. The inclusion of non-Employee Participants under the Scheme enables their interests to be aligned with those of the Group and incentivises them to provide higher-quality services, create more opportunities and/or promote the success of the Group over the long term, thereby driving the growth and development of the Group and enhancing its long-term value, so as to achieve the purpose of the Scheme. Accordingly, the Board (including the Independent Non-executive Directors) is of the view that the inclusion of Related Entity Participants and Service Providers, the selection criteria applicable to them, and the terms of grants under the Scheme are consistent with the purpose of the Scheme and the long-term interests of the Company and its Shareholders as a whole.

8. Having regard to the foregoing scope of Eligible Persons and the corresponding eligibility criteria, the Board (including the Independent Non-executive Directors) are of the view that, given that the Eligible Persons are parties maintaining close cooperative business relationships with the Group, the grant of Options to Employee Participants, together with the flexibility afforded to the Company to grant Options to Related Entity Participants and Service Providers, is in the interests of the Group. The purpose of such grants is to recognise the contributions made by such persons to the long-term growth and development of the Group and, through the grant of Options, to incentivise such Eligible Persons to share a common purpose with the Group in respect of its long-term growth and development. The Board (including the Independent Non-executive Directors) is of the view that the foregoing scope of Eligible Persons and the corresponding eligibility criteria are fair and reasonable, capable of achieving the purpose of the Scheme, and in the interests of the Company and its Shareholders as a whole.

9. The Board and/or its delegatee(s) may, from time to time and in accordance with the PRC Company Law, the Securities Law and other applicable laws, regulations and normative documents, the Listing Rules of the Hong Kong Stock Exchange as amended from time to time, and the relevant provisions of the Articles of Association, and taking into account the actual circumstances of the Company, select Grantees and, subject to compliance with the provisions of the Scheme, grant incentives to such Grantees during the Scheme Period on such incentive terms and conditions as may be determined by the Board and/or its delegatee(s) from time to time.

Article 15 Scope of Grantees

1. The Grantees under the Scheme comprise all Eligible Persons who have been granted and have accepted Options pursuant to the Scheme.

2. The Board and/or its delegatee(s) may select any Eligible Person who satisfies the applicable criteria to participate in the Scheme as a Grantee. No Eligible Person shall be entitled to participate in the Scheme unless so selected.

Article 16 If, prior to or on the Vesting Date, any of the following circumstances arises (other than by reason of the events set out in Article 17) resulting in a Grantee ceasing to be an Eligible Person, then, unless otherwise specially approved by the Board and/or its delegatee(s), any unvested Options shall automatically lapse with immediate effect. Upon the lapse of such unvested Options, the relevant Underlying Shares shall no longer be subject to the relevant grant and shall become available for future grants under the Scheme. For the avoidance of doubt, vested Options shall not be affected by this Article and, subject to compliance with applicable laws, regulations and the Articles of Association, shall continue to be exercisable by the Grantee in accordance with Article 40:

1. without prejudice to the circumstances set out in Article 17, the Grantee ceases to be a Director, senior management, key employee, Service Provider or Related Entity Participant of the Group (for the avoidance of doubt, the secondment of an employee of the Group to a Related Entity, the transfer of employment relationship to another member of the Group, or leave of absence, or the secondment of a Related Entity Participant of the Group to the Group, shall not constitute a circumstance under this paragraph);

2. the Grantee retires, becomes disabled or dies;

3. the Grantee is determined to be incompetent for the relevant position; or

4. any other circumstance determined by the Board under which the person can no longer be a Grantee under the Scheme.

Article 17 If, prior to or on the Vesting Date, any of the following events occurs, as a result of which a Grantee ceases to be an Eligible Person, unless otherwise determined by the Board and/or its delegatee(s) in their sole discretion, any outstanding Options shall immediately lapse, regardless of whether such Options have vested:

(1) the Grantee seriously violates any agreement entered into between the Group and such Grantee (including but not limited to any applicable intellectual property ownership agreement, employment contract, non-competition agreement, confidentiality agreement, non-compete agreement or other similar agreement);

(2) the Grantee is guilty of serious dereliction of duty, engages in misconduct for personal gain, or provides services to a competitor of the Group;

(3) the Grantee seriously violates the rules or procedures of the Group;

(4) the Grantee divulges any trade secrets or technical secrets of the Group, or infringes upon any intellectual property rights of the Group;

(5) the Grantee commits any act that has or is likely to have a significant adverse effect on the name, reputation or interests of the Group;

(6) the Group suffers material losses due to the fault of the Grantee.

The Board and/or its delegatee(s) shall, as soon as practicable after making the relevant determination of Lapse or becoming aware of the relevant event, notify the Trustee of such lapsed Options.

Article 18 The Grantee agrees, undertakes and warrants that, if the Grantee ceases to be an Eligible Person after the Vesting Date due to any of the circumstances set out in Article 17, in respect of the Shares transferred and delivered to the Grantee upon the exercise of Options under the Scheme, the Board and/or its delegatee(s) shall be entitled to (a) recover all proceeds from the Grantee's disposal of the Shares transferred and delivered upon the exercise of the Options granted to the Grantee under the Scheme; and/or (b) require the Grantee to transfer back all relevant Shares transferred and delivered to the Grantee upon the exercise of the relevant Options.

Article 19 Options that have lapsed in accordance with the terms of the Scheme shall not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

Article 20 The Company shall from time to time notify the Trustee in writing of the date and reason of the cease of the Grantee to be an Eligible Person, the Lapse of any Options that have not been vested or have been vested, the Lapse of any Options that have not been exercised, and any amendment to the Vesting and/or Exercise terms and conditions of the Grantee (including Options granted).

The Grantee agrees that no claim will be made against the Company, any other member company of the Group, the Board, its delegatee(s), the Trust or the Trustee when any of the circumstances set forth in Articles 16, 17 and 18 occurs.

Chapter VII Source of Funds, Source and Maximum Number of Target Shares under the Incentive Scheme

Article 21 Source of Funds

1. The sources of funds for the purchase or acquisition of the Target Shares under the Scheme are:

(1) the funds withdrawn by the Company from its own funds; and/or

(2) the amount payable by the Grantee to the Company (or such other person as designated by the Board and/or its delegatee(s)) pursuant to the Grant Letter and/or the terms of the Scheme upon the exercise of the Options. The Grantee shall ensure that the funds used for such payment are derived from lawful sources and that there is no arrangement involving nominee holding, trust or other interests that do not actually belong to the Grantee.

2. The Board and/or its delegatee(s) shall ensure that the Trustee obtains the necessary funds for the establishment of the Trust, the amount of which shall be the sum of the following (the "Incentive Scheme Funds"):

(1) the amount for purchasing or acquiring the Target Shares under the Scheme, or such equivalent amount as the Board and/or its delegatee(s) may determine at their sole discretion; and

(2) expenses related to the purchase of the Target Shares (including brokerage fees, stamp duty, SFC transaction levy, AFRC transaction levy and Hong Kong Stock Exchange trading fee at that time), and other necessary expenses to complete the purchase of the Target Shares under the Scheme. For the avoidance of ambiguity, the foregoing expenses do not include all taxes for which the Grantee is liable, and neither the Company nor the Trustee shall be liable for any such taxes.

The Board and/or its delegatee(s) may adjust the Incentive Scheme Funds from time to time as agreed in the Trust Deed.

3. Subsequent to the approval of the Scheme and/or its amendments at the Shareholders' Meeting, the Company shall, in accordance with the decision of the Board and/or its delegatee(s) and subject to laws and regulations,

the Company will remit necessary funds to the Trustee or instruct Trustee to use cash income, and instruct the Trustee to purchase H Shares through on-market or off-market transactions.

4. The Board and/or its delegatee(s) may adjust the Incentive Scheme Funds from time to time as agreed in the Trust Deed.

Article 22 Upper Limit of the Incentive Scheme

1. The H Shares underlying the Option(s) under the Scheme may be satisfied by: (1) the use of the Incentive Scheme Funds to conduct on-market and/or off-market transactions in the secondary market at the then prevailing market price. If the Board and/or its delegatee(s) consider(s) that the Grantee(s) is/are unable to receive H Shares due to any legal and/or regulatory restrictions, the Board and/or its delegatee(s) may arrange for the Trustee to sell, at the prevailing market price on the market, the number of H Shares relating to the Option(s) exercised by such Grantee(s), and pay to such Grantee(s) the actual sale price arising from the sale of such Shares. The Board and/or its delegatee(s) may give instructions to the Trustee in relation to the acquisition of H Shares and

specify any terms and conditions, including but not limited to the specified price or price range for the acquisition, the maximum amount of funds to be used for the acquisition, the maximum number of H Shares to be acquired and/or the specified date or period, provided that such acquisition instructions shall comply with applicable laws and regulations and the Listing Rules (including but not limited to any restrictions on trading in H Shares relating to any black-out period or Inside Information) and shall avoid triggering any obligation to make a mandatory general offer under the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs. No new H Shares will be issued under the Scheme.

2. The aggregate number of Shares which may be acquired by the Trustee in respect of all Options and share awards which may be granted under the Scheme and any other share scheme(s) of the Company shall not in aggregate exceed 10% of the total number of Shares in issue of the Company (excluding the Treasury Shares) as at the Adoption Date of the Scheme (the "**Scheme Mandate Limit**").

Save as otherwise specified in the rules of the Scheme, the Company shall not make any further grant which would result in the total number of H Shares involved in all grants made under the Scheme (excluding Options which automatically lapse in accordance with the terms of the Scheme) exceeding the Scheme Mandate Limit without the approval of the Shareholders.

When calculating the Scheme Mandate Limit, any Shares in respect of any Options and share awards which have lapsed in accordance with the relevant terms of the Scheme and any Other Schemes shall not be regarded as having been utilised and shall therefore not be counted.

If the Company carries out a share consolidation or sub-division after the Scheme Mandate Limit of the Scheme has been approved by the Shareholders at a Shareholders' Meeting, the percentage of the maximum number of Shares underlying all Options to be granted under the Scheme and all Options and share awards to be granted under any Other Schemes, as against the total number of Shares in issue, immediately before and immediately after the relevant consolidation or subdivision, shall be the same.

3. Restrictions on the Acquisition of Target Shares

The Company shall not instruct the Trustee to purchase or acquire any Target Shares, and shall promptly notify the Trustee to cease or suspend the purchase of Target Shares, if any of the following circumstances occurs:

(1) at any time when the Company is in possession of inside information and until the date of publication of such inside information;

(2) during the period commencing 30 days immediately before the deadline for the publication of the annual results, interim results and quarterly results (if applicable) and ending on the date of such publication (both dates inclusive); or

(3) other restrictive circumstances stipulated by the relevant laws and regulations of the place of registration and listing of the Company, and by the CSRC, the Securities and Futures Commission of Hong Kong and the stock exchange on which the Company's securities are listed.

Article 23 The Board and/or its delegatee(s) may instruct the Trustee in writing at any time to cease or suspend the purchase of Target Shares after instructing the Trustee to purchase or acquire any Target Shares, until further notice is given (without specifying any reason).

Article 24 Unless otherwise specified in the rules of the Scheme, the Company shall not make any further grant which would result in the total number of H Shares involved in all grants made under the Scheme (excluding Options that automatically lapse under the terms of the Scheme) exceeding the Scheme Mandate Limit without the approval of the Shareholders.

Chapter VIII Grant of Options

Article 25 Subject to the terms and conditions of the Scheme, the Board and/or its delegatee(s) may, at their sole discretion and on such terms and conditions as they may think fit, grant Options to any Eligible Person at the Exercise Price, which shall be paid by the Grantee upon exercise of the relevant Options in accordance with Article 39. The amount of the Exercise Price shall be determined by the Board and/or its delegatee(s) and set out in the Grant Letter. Upon acceptance of an offer, the Grantee shall pay to the Company HK$1.00 per offer, irrespective of the number of Options comprised in such offer, or such other amount as the Board and/or its delegatee(s) may determine.

Article 26 Options that lapse pursuant to the relevant provisions or for any other reason may be re-granted by the Board and/or its delegatee(s) at their sole discretion.

Article 27 Grant Letter

1. Each Grant Letter shall be made by way of a written letter issued by the Board and/or its delegatee(s) to the Grantee. The form, terms, conditions, restrictions or limitations of the Grant Letter shall be determined by the Board and/or its delegatee(s) from time to time at their sole discretion. The Grant Letter shall specify the name of the Grantee, the Exercise Price, the number of Options granted, the vesting conditions, the Vesting Date, the exercise conditions, the Exercise Date, the lapse conditions, and such other terms and conditions as confirmed by the Board and/or its delegatee(s).

2. The Grantee may accept the offer to grant Options in the manner set forth in the Grant Letter. The Grantee shall pay the Option Price upon acceptance of the offer. The Grantee shall sign the Grant Letter within fourteen (14) Business Days from the date of the Grant Letter. Once signed, the Options shall be deemed to have been granted as of the date of the Grant Letter. Upon signing, the Grantee will become a participant of the Scheme, and the execution of the Grant Letter shall constitute the Grantee's acceptance of the corresponding terms of the Scheme. The Board and/or its delegatee(s) may collect, use, process and transfer the Grantee's personal information (including but not limited to the Grantee's name, contact address, telephone number, date of birth, identity

card number, salary, nationality, rank, number of Options granted, etc.) for the purpose and use of administering and implementing the Scheme.

3. If any Grantee fails to sign the Grant Letter before the expiration of the acceptance period set forth above, the Options granted to such Grantee will immediately lapse and shall remain part of the Trust.

4. After the appointment of the Trustee and after any Options have been granted to and formally accepted by the Grantees, the Board and/or its delegatee(s) shall notify the Trustee of the matters set out in clause 1 of Article 27.

Article 28 Subject to the rules of the Scheme, the Listing Rules and the applicable laws and regulations:

1. the Board and/or its delegatee(s) shall have the right to impose, from time to time and at their sole discretion, any conditions as they may think fit (including a period of continued service with the Group after the Grant Date) on the vesting and/or exercise of Options granted to the Grantee, and shall notify the Trustee and the Grantee of the relevant vesting and/or exercise conditions of the Options; and

2. the Board and/or its delegatee(s) may freely waive any vesting and/or exercise conditions set out in the Grant Letter and/or the Scheme. The Board and/or its delegatee(s) will conduct assessments from time to time by comparing the performance results with the pre-set targets to determine whether and to which extent such targets have been met. If, after the assessment, the Board and/or its delegatee(s) determines that any prescribed performance targets have not been met, the unexercised Options shall automatically lapse.

Article 29 If any Inside Information come to the knowledge of the Company, the Board and/or its delegatee(s) shall not grant any Options until the next Trading Day following the publication of such information (inclusive). In particular, the Board and/or its delegatee(s) shall not grant Options to any Grantee within thirty (30) days before the earlier of:

1. the date of the Board meeting 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) (i.e. the date on which the Board meeting would be held, as first notified by the Company to the Hong Kong Stock Exchange in accordance with the Listing Rules); and

2. the deadline for the Company to publish its annual or half-year results under the Listing Rules, or the deadline for publishing its quarterly or any other interim results (whether or not required under the Listing Rules).

Such restriction shall end on the date on which the Company publishes its results.

Article 30 The grant of Options under the Scheme shall be subject to the following conditions:

1. if the grant under the Scheme requires any approvals to be obtained, such approvals have been obtained;

2. such Options would not cause the Grantee to violate any applicable laws of any jurisdiction;

3. the Scheme Period has not expired and the Scheme has not been terminated early;

4. it does not involve any circumstances prohibited by the Listing Rules or any transaction that the Grantee would be prohibited to enter into under any code or provision of any applicable law;

5. it does not involve any Inside Information (as defined in the SFO) relating to the Group that is unpublished and known to the Board and/or its delegatee(s) or any Inside Information that any Director could reasonably consider necessary to disclose pursuant to the Listing Rules and the inside information provisions of Part XIVA of the SFO (as defined in the Listing Rules), or any circumstances where any code or provision of the Listing Rules and all applicable laws, rules or regulations from time to time prohibit Directors from dealing in the Company's securities; or

6. the Grantee is an Eligible Person.

Article 31 Any grant of Options to a Director, the Chief Executive or a Substantial Shareholder of the Company, or any of their respective Associates under the Scheme, shall be subject to the prior approval of the independent non-executive Directors of the Company (excluding any independent non-executive Director who is a proposed recipient of the grant of Options).

Article 32 Any amendment to the terms of grant of Options to a Director, the Chief Executive or a Substantial Shareholder of the Company, or any of their respective Associates, shall be approved in a manner set out in Rule 17.04(4) of the Listing Rules (as applicable) (such approval shall also be obtained for the initial grant of Options), unless such amendment takes effect automatically under the existing terms of the Scheme.

Article 33 The Exercise Price of the Options shall be at least the highest of the following: (1) the closing price of the Shares as stated in the daily quotation sheet of the Stock Exchange on the Offer Date (which must be a Business Day); (2) the average closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange for the five (5) Business Days immediately preceding the Offer Date; and (3) the nominal value of the Shares.

After the Shareholders' Meeting of the Company has considered and approved the Scheme, the Board and/or its delegatee(s) may, from time to time during the Scheme Period, determine the specific Exercise Price of the Options in accordance with the provisions stated in the preceding paragraph.

Chapter IX Vesting and Exercise of Options

Article 34 Subject to the relevant provisions of the Scheme, vesting of Options means the Grantee acquires the right to exercise the Options; exercise of Options means the acquisition of the corresponding number of H Shares at the Exercise Price.

Article 35 The Board and/or its delegatee(s) may, from time to time during the Scheme Period and subject to all applicable laws, regulations and rules, determine the criteria and conditions for vesting and the vesting period arrangements. Except in the following circumstances, the Vesting

Period shall not be earlier than twelve (12) months from the Grant Date (inclusive) (or such other period as may from time to time be prescribed or permitted under the Listing Rules).

In the following circumstances, the Remuneration Committee, the Board or the delegatee(s) may, to the extent permitted by the Listing Rules, determine to shorten the Vesting Period in respect of Options granted to Employee Participants:

1. grants of "compensatory" Options to new employees to replace share awards or options forfeited when they left their previous employers;

2. grants of Options that are made in batches during a year for administrative or compliance reasons, including awards that should have been awarded earlier but, for administrative or compliance reasons, can only be awarded in a subsequent batch. In such case, the Vesting Period may be shortened accordingly to reflect the timeframe during which the grant would otherwise have been made;

3. grants of Options according to a mixed or accelerated vesting schedule, including vesting in equal monthly instalments over a period of 12 months;

4. grants of Options with performance-based vesting conditions as set out in the Scheme or the Grant Letter, in lieu of time-based vesting conditions;

5. Options granted to a Grantee whose employment is terminated due to death or disability or the occurrence of any force majeure event, where the Vesting Period may be determined by resolution of the Board and/or its delegatee(s);

6. where any of the circumstances set out in Articles 51, 56 and 57 of the Scheme occurs.

The Board or the delegatee(s) (or the Remuneration Committee, in respect of awards granted to Directors and/or senior management) considers that setting a shorter Vesting Periods in the circumstances described in clauses 1 to 4 above is in line with market practice, appropriate and consistent with the objectives of the Scheme. Taking into account (a) that such discretion enables the Company to retain flexibility in certain circumstances to provide a competitive remuneration package to and reward exceptional performers, thereby encouraging and providing incentives to Employee Participants and attracting and retaining the best talent of the Group; and (b) that a strict twelve (12)-month Vesting Period would not be practicable, or would be inappropriate or unfair to the Grantees.

The Board or the delegatee(s) (or the Remuneration Committee, in respect of awards granted to Directors and/or senior management) considers that setting a shorter Vesting Periods in the circumstances described in clauses 5 to 6 above is appropriate and consistent with the purpose of the Scheme, namely to promote the achievement of the Company's long-term sustainable development and performance goals and to align the interests of the Grantees with those of the Company. Given that such circumstances are infrequent and beyond the control of the Grantees (and in certain circumstances, of the Board and the Company), the Grantees should not be adversely affected in such circumstances.

Article 36 Performance Targets

1. The Board and/or its delegatee(s) may, at their discretion, set performance targets (if any) for the Grantees and shall set them out in the Grant Letter.

During the Vesting Period, where an Eligible Participant is required to achieve pre-set performance targets before the vesting of the relevant Options, the Board and/or its delegatee(s) shall, within a reasonable period (generally not exceeding four months) after the end of the relevant performance period, conduct an assessment, including comparing the performance of the Group and/or the individual performance of the Eligible Participant with the pre-agreed targets, to determine whether and to what extent such targets have been achieved. The Options shall vest only after the Board and/or its delegatee(s) have determined that the performance targets have been achieved.

The Board and/or its delegatee(s) may flexibly determine whether performance target conditions need to be set. From the perspective of better serving the Company's development, expressly setting out a uniform set of performance targets in the rules of the Scheme is not consistent with the Company's development, because each Grantee assumes different responsibilities in the Company and contributes to the Company in different ways. When making such decisions, the Board and/or its delegatee(s) shall take into account the purposes of the Scheme and ensure that appropriate and specific performance targets are set in light of the particular circumstances of the relevant Grantees.

2. If a selected Grantee fails to meet the vesting conditions applicable to the grant of the relevant Option tranche, unless waived by the Board and/or its delegatee(s), the relevant Option tranche that would otherwise vest during the Vesting Period shall not vest, and such Options that cannot be vested in respect of the relevant Grantee shall be surrendered and held by the Trustee to satisfy other incentives under the Scheme. In such case, the Board and/or its delegatee(s) shall have the right to give notice to the Trustee in respect of the aforesaid non-vested Options to sell them on the open market at market prices or to grant them to other Grantees, and instruct the Trustee to execute such disposal within a reasonable period after receipt of such notice. The aforesaid method of disposal shall be finally determined by the Board and/or its delegatee(s) in their sole and absolute discretion.

3. Where the Performance Targets are regarded as appropriate and proper in respect of a particular grant to a Grantee, the possible performance measures may include any one or more of the following: individual, project, business line, company-level or subsidiary, department or operating unit measure criterion: cash flow; earnings; economic or monetary value added; profit; return on assets; return on equity; return on investment; sales; revenue; total shareholders' return; customer satisfaction indicators; development of business unit; and in each case such other targets as the Board and/or its delegatee(s) may determine (whether or not set out herein), or any combination of the foregoing. Each target may be expressed on an absolute and/or relative basis, and may be based on or compared against internal targets, the Company's historical performance and/or the historical or current performance of other companies. If an earnings-based approach is

adopted, comparisons may be applied to capital, shareholders' equity and/or shares in issue, investments or assets or net asset value.

Article 37 Except in any unforeseen circumstances, the Board and/or its delegatee(s) shall direct and procure the Trustee to issue a vesting notice (the "Vesting Notice") to the relevant Grantee within such reasonable period as the Trustee and the Board and/or its delegatee(s) may from time to time agree before any Vesting Date, which shall include confirmation of the satisfaction of the Grantee's vesting conditions, the Vesting Date, the vesting arrangements, the number of Options to be vested and other information.

Article 38 This Article does not apply to the circumstances set out in Article 16. Upon receipt of the Vesting Notice, the Grantee shall promptly reply in writing or by email to the Board and/or its delegatee(s) within fifteen (15) Business Days. If the Board and/or its delegatee(s) does not receive a reply from the Grantee in writing or by email, or by such other means as the Board and/or its delegatee(s) may from time to time designate, within such reasonable period as the Board and/or its delegatee(s) may from time to time agree before any Vesting Date, unless otherwise agreed in writing by the Board and/or its delegatee(s), the Options that would otherwise have vested in such Grantee shall lapse and be returned to the Trust Account, and the corresponding Target Shares shall remain part of the Trust and be held by the Trustee on behalf of and for the benefit of the Grantee for future grants to other Grantees. In such case, the Board and/or its delegatee(s) shall, after expiry of the aforesaid acceptance period, notify the Trustee of such lapsed Options as soon as practicable.

Article 39 Subject to compliance with the terms of the Scheme (including but not limited to Articles 16 and 17) and the terms and conditions set out in the offer (including the satisfaction of any Performance Targets (if any) set out in the offer), a Grantee may notify the Company in writing during the Option Period, and the Company shall instruct the Trustee to exercise all or part of the Options, stating the manner of exercise as specified in the offer or such other manner as the Board and/or its delegatee(s) may from time to time prescribe, and the number of Shares in respect of which the Options are to be exercised, provided that the Board and/or its delegatee(s) may, in their sole discretion as they may think fit, prescribe that the Options may only be exercised in board lots of Shares as traded on the Stock Exchange or in integral multiples thereof, unless the number of Shares in respect of the outstanding Options is less than one board lot, or the Options have been fully exercised. Such notice must be accompanied by a remittance of the aggregate Exercise Price of the Shares stated in the notice. Within 30 Business Days after receipt of the notice and the remittance and the receipt of a certificate from the Auditors or an Independent Financial Adviser (if applicable) (or such other period as the Board and/or its delegatee(s) may determine), the Company shall procure the Trustee to transfer to the Grantee the relevant H Shares credited as fully paid. The Group shall not provide any loan or other financial assistance to any Grantee for the payment of the Exercise Price.

Article 40 Prior to the exercise of the Options by a Grantee (if applicable), the Grantee shall not enjoy the voting rights, entitlements to allotments, entitlements to rights issues, entitlements to dividends and other rights in respect of the Target Shares. The Grantee shall have no entitlements whatsoever to the Options under the Trust Account or accounts of any Grantees other than himself/herself. If the vesting and/or exercise conditions set out in the Grant Letter are not fully

satisfied on or before the relevant Vesting Date/Exercise Date, or the Grantee ceases to be an Eligible Participant before the relevant Vesting Date/Exercise Date, matters shall be dealt with in accordance with provisions of the Scheme, unless otherwise waived by the Board and/or its delegatee(s).

Article 41 Any expenses arising from the management of the Trust shall be borne by the Trust Property.

Article 42 The Company and any Grantee restricted by laws and regulations shall not instruct the Trustee to sell the Target Shares under any of the following circumstances:

1. at any time when Inside Information of the Company exists and until the date of publication of such Inside Information;

2. during the period from 60 days immediately prior to the publication of the annual results to the date of such publication (both dates inclusive);

3. during the period from 30 days immediately prior to the publication of the interim results and quarterly results (if applicable) to the date of such publication (both dates inclusive); or

4. other restrictive circumstances stipulated by the relevant laws and regulations of the place of incorporation and listing of the Company and by the CSRC, the Securities and Futures Commission of Hong Kong and the stock exchange on which the Company's securities are listed.

Article 43 The Grantees under the Scheme shall comply with the lock-up arrangements formulated by the Company from time to time.

Article 44 Options are personal to the Grantee and shall not be transferable. A Grantee may not sell, transfer, pledge, mortgage, create any encumbrance on or otherwise dispose of the Options for the benefit of any third party, or create any interest in any Options, or enter into any agreement to do any of the foregoing. Save that (1) the Grantee's successors may exercise such Options in accordance with the Scheme, or (2) where the Hong Kong Stock Exchange has expressly agreed to grant a waiver, the Grantee may transfer the Options granted to and held by him/her to a trust or private company for the benefit of the Grantee and/or his/her family members, and continue to comply with the relevant requirements of the Listing Rules and the Scheme. In the event of any substantial or attempted breach of this Article, the Board and/or its delegatee(s) shall have the right to cancel all or any of the Options granted to the Grantee but not yet vested, without any compensation.

Article 45 During the Scheme Period, when voting on matters requiring Shareholders' approval under the Listing Rules, the Trustee shall not exercise any voting rights in respect of any unexercised Options held by it under the Scheme. The voting rights corresponding to exercised Options may be exercised by the Trustee on behalf of the Grantee by way of a Form of Proxy, and the Trustee shall vote in accordance with the written instructions of the Grantee set out in the Form of Proxy.

Article 46 If a Grantee dies before vesting, the vested portion shall be inherited by his/her successors; the Board and/or its delegatee(s) may, at their discretion, determine whether to accelerate the vesting of the unvested portion and have it inherited by his/her successors.

Article 47 Save as otherwise provided in the Scheme, there is no other Clawback Mechanism under the Scheme.

Article 48 Where the Actual Selling Price (after deducting the relevant Taxes to be borne by the Grantee, if applicable) is not paid to the Grantee in a timely manner due to incorrect bank card information provided by the Grantee, abnormal circumstances in relation to the bank account such as account freezing, or other delayed payment circumstances not caused by the subjective operational fault of the Company or the Trustee, the corresponding losses shall be borne by the Grantee. The Grantee agrees, undertakes and warrants that under no circumstances will he/she make any claim against the Company, any other member company of the Group, the Board, the delegate(s), the Trust or the Trustee.

Chapter X Relevant Taxes and Fees

Article 49 The financial, accounting and tax issues relating to the implementation of the Scheme by the Company shall be handled in accordance with relevant laws and regulations and the Company's internal administrative systems. Each Grantee shall bear all other taxes and fees relating to his/her participation in the Scheme or to the Target Shares or cash equivalent to the Target Shares (including individual income tax, salary tax or other levies (the "Taxes")). Neither the Company nor the Trustee shall bear any Taxes. The Grantee shall indemnify the Trustee and all member companies of the Group against the relevant Taxes and hold them harmless from any liability they may have to pay or discharge such Taxes, including any withholding liability relating to any Taxes. To give effect to this, notwithstanding any other provision of the rules of the Scheme (subject to applicable laws), the Group may:

1. instruct the Trustee to deduct or withhold from the cash corresponding to the Actual Selling Price an amount corresponding to the Taxes to be borne by the Grantee after the sale of the Target Shares corresponding to the relevant Options of such Grantee, and transfer such amount to the Company for payment of the Taxes; or

2. if the amount deducted or withheld is insufficient for the Company to pay the Taxes, the Grantee shall transfer the shortfall to the Company, and the Company shall pay the relevant Taxes on behalf of the Grantee.

3. if any tax authority or other competent authority requires the Company to withhold and pay any taxes and fees arising from a Grantee's participation in or exercise of rights under the Scheme, the Company shall have the right to withhold and pay the relevant taxes and fees from the Grantee's salary or bonus.

4. the Company shall bear the costs of establishing and administering the Scheme.

Chapter XI Reorganisation of Capital Structure, Change in Control, Voluntary Liquidation, and etc.

Article 50 If the capital structure of the Company is altered by way of capitalisation of profits or reserves, rights issue, subdivision or consolidation of Shares or reduction of the share capital of the Company in accordance with the laws and regulations of the PRC or Hong Kong or the requirements of the Hong Kong Stock Exchange (other than any alteration in the capital structure of the Company arising from the issue of Shares as consideration for a transaction entered into by the Company), corresponding adjustments (if any) shall be made to the number or nominal value of the Shares comprised in the outstanding Options. The Auditors or an Independent Financial Adviser engaged by the Company for such purpose shall, at the request of the Company, certify in writing to the Board that, in their opinion, such adjustments are fair and reasonable, either generally or in respect of any particular Grantee, provided that after any such adjustment, the proportion of the equity capital of the Company to which the Grantee is entitled (rounded to the nearest whole Share) shall be the same as that to which the Grantee was entitled immediately before such adjustment, and no adjustment shall result in the issue price of a Share being less than its nominal value. The Auditors or the Independent Financial Adviser (as the case may be) act in the capacity of experts and not as arbitrators in this Article, and in the absence of manifest error, their certification shall be final and binding on the Company and the Grantees. The fees of the Auditors or the Independent Financial Adviser (as the case may be) shall be borne by the Company.

Article 51 Subject to the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, and notwithstanding any other provision of the Scheme, if there is a change in control of the Company, whether by offer, merger, scheme of arrangement or otherwise, and the Company ceases to exist after a merger with another company or the Company splits, the Board and/or its delegatee(s) may decide:

1. whether the Scheme shall be terminated within five (5) Business Days after the change in control of the Company, and the unvested Options and the vested but unexercised Options shall be cancelled, and the corresponding Target Shares shall be sold by the Trust (if any), and the proceeds and other remaining funds of the Trust shall be remitted to the Company; or

2. that all unvested Options and vested but unexercised Options shall vest and/or be exercisable immediately on the date on which such change in control becomes or is declared unconditional. Subject to applicable laws, regulations and the Articles of Association, the Trustee shall sell the relevant Target Shares in accordance with Article 39; or

3. such other arrangements as the Board and/or its delegatee(s) may consider appropriate.

For the purposes of this Article, "control" shall have the meaning stipulated from time to time in the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.

Article 52 If the Company issues bonus warrants in respect of any H Shares held by the Trustee, unless otherwise instructed by the Company, the Trustee shall not exercise any subscription rights attached to the bonus warrants to subscribe for any new H Shares, and shall dispose of the bonus

warrants so acquired. The net proceeds from the disposal of such bonus warrants shall be distributed as dividends in accordance with the Scheme.

Article 53 If the Company passes an effective resolution for voluntary liquidation (other than reorganisation, merger or scheme of arrangements) during the Scheme Period, the Board and/or its delegatee(s) shall, at their sole discretion, decide:

1. subject to applicable laws, regulations and the Articles of Association, to adjust the Exercise Date of any Options, and whether the Grantee is entitled, on an equal basis with the Shareholders, to receive from the assets available in liquidation the amount corresponding to the Actual Selling Price of the Target Shares corresponding to the Options exercised (after deducting the relevant Taxes to be borne by the Grantee, if applicable); or

2. to terminate the Scheme, and the unvested Options and the vested but unexercised Options shall be cancelled, and the corresponding Target Shares shall be sold by the Trust, and the proceeds and other remaining funds of the Trust shall be remitted to the Company; or

3. to adopt such other arrangements as the Board and/or its delegatee(s) may consider appropriate.

Article 54 If the Scheme of Arrangement or Compromise is proposed between the Company and its Shareholders or creditors in connection with a scheme for the reconstruction of the Company or its merger with any other company, and the Company gives notice to its Shareholders to convene a Shareholders' Meeting to consider and, if thought fit, approve such Scheme of Arrangement or Compromise and to obtain the approval of such Shareholders, the Board and/or its delegatee(s) shall, at their sole discretion, decide:

1. to adjust the Exercise Date of any Options; or

2. to deal with the matters in accordance with clause 2 or 3 of Article 53.

Chapter XII Alteration and Termination of the Scheme and Cancellation of Options

Article 55 (1) Any amendments to the terms and conditions of the Scheme which are of a material nature, must be approved by the Shareholders at a Shareholders' Meeting; (2) any change to the authority of the Board and/or its delegatee(s) to amend the terms of the Scheme must be approved by the Shareholders at a Shareholders' Meeting.

Subject to the Scheme Mandate Limit and the foregoing provisions, the Scheme may be altered or supplemented in any respect by the Board and/or its delegatee(s). During the term of the Scheme, if there are any changes to the Scheme Rules, the Company must provide to all Grantees all details relating to such changes immediately upon such changes taking effect.

Any such alteration or supplementation shall be notified to the Grantees. The altered Scheme or the terms of the Options must comply with the relevant requirements under Chapter 17 of the Listing Rules.

Article 56 The Scheme shall terminate on the earlier of: (i) the date on which the Scheme Period expires, provided that, in order to keep any Options granted but not yet vested under the Scheme prior to its expiry valid, the Scheme shall be extended until the vesting of such Options takes effect; and (ii) the date of early termination approved by the Board, provided that such termination shall not affect any surviving rights of any selected participant.

Article 57 After the expiry or termination of the Scheme, no further Options shall be offered or granted under the Scheme; provided that, where necessary, the terms of the Scheme shall remain in full force in all other respects and shall apply only to the vesting and exercise of Options previously granted under the Scheme, or to such other matters as are otherwise provided in the terms of the Scheme. Options granted prior to the expiry or termination of the Scheme shall remain valid and may be exercised in accordance with the Scheme and the corresponding terms of grant.

Upon receipt of the notice of termination of the Scheme, the Trustee shall, within such reasonable period as the Trustee and the Company may agree and with the written consent of the Board and/or its delegatee(s), dispose of the remaining unvested Target Shares under the Trust (unless the Company and the Trustee otherwise agree in writing on a longer period); and remit all cash and net proceeds from the sale of the Shares referred to in this Article, as well as other remaining funds in the Trust (after deducting all disposal costs, expenses and existing and future liabilities in accordance with the Trust Deed) to the Company.

For the avoidance of doubt, the Trustee shall not transfer any H Shares to the Company, and the Company shall not otherwise hold any H Shares (other than the proceeds from the sale of H Shares pursuant to this Article). The Trustee may, as instructed by the Grantee, sell the exercised Target Shares under the name of such Grantee and remit the net proceeds from the sale (after deducting relevant Taxes, if applicable) to such Grantee; or may directly transfer the exercised Target Shares of such Grantee to the Grantee or its designated entity. If the Grantee fails to give instructions to the Trustee within a reasonable period, the Trustee shall, as instructed by the Board and/or its delegatee(s), sell the corresponding exercised Target Shares and remit the net proceeds from the sale (after deducting relevant Taxes, if applicable) to the Grantee.

Article 58 If the Board and/or its delegatee(s) decide to temporarily suspend the grant of any Options, such decision shall not be construed as terminating the operation of the Scheme.

Article 59 In the absence of the circumstances described in the Scheme/Grant Letter that would cause the Options to lapse, the Board and/or its delegatee(s) may, with the consent of the relevant Grantee, cancel any unexercised Options in accordance with the relevant terms and conditions. The Company may, within the Scheme Mandate Limit approved by the Shareholders from time to time, grant Options to participants in substitution for their cancelled Options. For the purpose of calculating the Scheme Mandate Limit, the cancelled Options shall be regarded as utilised.

Chapter XIII Supplementary Provisions

Article 60 All Options granted under the Scheme shall be satisfied solely by existing H Shares held by the Trustee. No new H Shares will be allotted or issued, and no treasury shares will be transferred, by the Company to satisfy any Option granted under the Scheme.

Article 61 Matters not covered in the Scheme shall be governed by the relevant laws, regulations, normative documents of the PRC, the Listing Rules of the Hong Kong Stock Exchange as amended from time to time and the Articles of Association. In case of any inconsistency between the Scheme and the relevant laws, regulations, normative documents and the Articles of Association, the relevant laws, regulations, normative documents, the Listing Rules of the Hong Kong Stock Exchange as amended from time to time and the Articles of Association shall prevail. If the Scheme conflicts with any laws, regulations, normative documents subsequently promulgated by the PRC, the Listing Rules of the Hong Kong Stock Exchange as amended from time to time or the Articles of Association as amended through lawful procedures, the relevant national laws, regulations, normative documents, the Listing Rules of the Hong Kong Stock Exchange as amended from time to time and the Articles of Association shall prevail, and the Scheme shall be immediately amended and submitted to the Board for consideration and approval.

Article 62 The Scheme does not form part of the employment contract between the Company or any of its subsidiaries and any employee, and the employee's rights and obligations under his/her term of office or authority, or his/her appointment, shall not be affected by his/her participation in the Scheme.

Article 63 No Director or delegatee(s) shall be held personally liable for any contract or other instrument entered into by him/her or on his/her behalf in respect of the Scheme or for any misjudgement made in good faith, and the Company shall indemnify each member of the Board and/or any of its delegatee(s) who manages or interprets the Scheme against any costs or expenses (including legal fees) or liabilities (including any payments made with the approval of the Board and/or its delegatee(s) in settlement of claims) arising from any act or omission in connection with the Scheme, except those caused by the relevant person's own wilful breach, fraud, dishonesty or illegal acts.

Article 64 Any notice or other communication between the Company and any Eligible Participant may be given by the Company to the Eligible Participant by email, prepaid mail or personal delivery to the Company's principal place of business at its headquarters in the PRC or to such other address as the Eligible Participant may from time to time notify the Company. Any notice given by the Eligible Participant to the Company shall be sent to the address or email address notified by the Company from time to time, or delivered personally to the Company.

Article 65 Any notice or other communication sent by mail shall be deemed to have been served 72 hours after posting. Any notice or other communication sent electronically shall be deemed to have been received on the day following its sending.

Article 66 The Company, the Board and its delegatee(s) shall not be liable to any Eligible Participant for any failure to obtain any consent or approval required for participation in the Scheme

as a Grantee, or for any taxes, duties, expenses, costs or any other liabilities that he/she may incur as a result of his/her participation in the Scheme.

Article 67 Provisions of the Scheme shall be deemed to be severable and may be enforced separately. If any provision is unenforceable, it shall be deemed to have been deleted from the rules of the Scheme, and any such deletion shall not affect the enforceability of the remaining provisions of the rules of the Scheme that have not been deleted.

Article 68 Except as otherwise specifically provided in the Scheme, the Scheme shall not directly or indirectly confer on any person any legal or equitable right against the Group (other than the rights constituting and attached to the Options), nor shall it give rise to any legal or equitable action against the Group. In no event shall any person require the Board, its delegatee(s) and/or the Company to be liable for any costs, losses, expenses and/or damages arising out of or in connection with the Scheme or its management.

Article 69 By participating in the Scheme, each Grantee agrees that the Company may properly hold, process, store and use his/her personal information and data in the PRC, Hong Kong or elsewhere for the purpose of executing, managing or implementing the Scheme, and such consent includes but is not limited to:

1. managing and keeping records of the selected Grantees;

2. providing data or information to the Group in Hong Kong or elsewhere;

3. if applicable, disclosing such information to any future acquirer or merger partner of the Company; and

4. if it is necessary to issue an announcement or circular for the grant of Options in accordance with the Listing Rules or other applicable laws, rules and regulations, or to disclose the identity of the Grantee, the Options, the terms of grant and/or vesting to be granted, and all other information required by the Listing Rules or other applicable laws, rules and regulations in the Company's annual report, the Grantee may obtain a copy of his/her personal data upon request to the Company, and if such personal data is inaccurate, the Grantee shall have the right to require correction.

Article 70 The Scheme shall be governed by and construed in accordance with the laws of the PRC.