MEDTIDE INC.

RULES RELATING TO THE 2026 RESTRICTED SHARE UNIT SCHEME

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1 DEFINITIONS AND INTERPRETATION

(A) In these rules of the Scheme, unless the context otherwise requires, the following words and expressions shall have the meaning shown opposite to them below:

"Actual Selling Price"	an amount that is equal to the actual price at which the H Shares are sold (net of brokerage, Stock Exchange trading fee, Hong Kong SFC transaction levy, AFRC transaction levy and any other applicable costs) on vesting an RSU pursuant to the Scheme;
"Adoption Date"	the date on which the Scheme will be adopted by a resolution of the Shareholders in a general meeting of the Company;
"Applicable Jurisdiction"	the jurisdiction(s) of which the Selected Participants are subject to its laws and regulations;
"Award"	RSUs granted by the Board pursuant to Paragraph 6.2(A) to a Selected Participant;
"Awarded Share(s)"	H Share(s) (including Treasury Shares, if any) underlying the RSU(s) granted to the Selected Participants under the rules of the Scheme;
"Board"	the board of directors of the Company and if the context so permits, it shall include such committee or sub-committee or person(s) as from time to time delegated with the power and authority by the board of directors of the Company to administer the Scheme;
"Business Day"	a day (other than Saturday, Sunday or public holiday) on which the Stock Exchange is open for trading and on which banks are open for business in Hong Kong;
"Code"	mean the United States Internal Revenue Code of 1986, as amended;
"Company"	Medtide Inc. (泰德醫藥(浙江)股份有限公司), a limited liability company incorporated in the PRC on June 11, 2020 and converted into a joint stock company with limited liability on February 10, 2023, formerly known as Taide Pharmaceutical (Zhejiang) Co., Ltd.* (泰德醫藥(浙江)有限公司), whose H Shares are listed on the Stock Exchange (stock code: 3880);
"Contributed Amount"	cash paid or made available to the Trust by way of settlement or otherwise contributed by the Company, any of its Subsidiaries, and/or any party designated by the Company as permitted under the Scheme to the Trust as determined by the Board from time to time;

"CRS"	the Organization for Economic Cooperation and Development Common Reporting Standard;
"Director(s)"	director(s) of the Company;
"Employee"	any employee, director or officer of any member of the Group;
"Excluded Participant"	any Participant who is resident in a place where the award of the Awarded Shares and/or the vesting and transfer of the Awarded Shares pursuant to the terms of the Scheme is not permitted under the laws or regulations of such place or where in the view of the Board or the Trustee (as the case may be), compliance with applicable laws or regulations in such place makes it necessary or expedient to exclude such Participant;
"FATCA"	(a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations; (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction;
"Grant Consideration"	has the meaning ascribed to it in Paragraph 6.2(A); for the avoidance of doubt, the Grant Consideration could be nil;
"Grant Notice"	has the meaning ascribed to it in Paragraph 6.2(E);
"Group"	the Company and its Subsidiaries from time to time, and "member of the Group" means any or a specific one of them;
"HK$" or "Hong Kong dollars"	Hong Kong dollar, the lawful currency of Hong Kong;
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China;
"H Share(s)"	overseas listed foreign share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are listed on the Stock Exchange and traded in Hong Kong dollars;

"IRO"	the Inland Revenue Ordinance (Cap. 112 of the Laws of Hong Kong);
"Listing Rules"	The Rules Governing the Listing of Securities on the Stock Exchange;
"Participant"	includes the following: (a) any Employee; (b) any Related Entity Participant; and/or (c) any Service Provider; provided that such entity (if applicable) is not a US Participant
"Related Entity Participant(s)"	directors and employees of the holding companies, fellow subsidiaries or associated companies of the Company;
"Residual Cash"	cash in the Trust Fund (including without limitation (i) any Contributed Amount or any remaining amount thereof; (ii) any cash income or dividends derived from H Shares held under the Trust; (iii) other cash income or net proceeds of sale of non-cash and non-scrip distribution derived from or in respect of the H Shares held under the Trust; and (iv) all interest or income derived from deposits maintained with licensed banks in Hong Kong) which has not been applied in the acquisition of any H Shares;
"RSU(s)"	Restricted share unit(s) to be granted under the Scheme, each of which represents a conditional right for the Selected Participant to obtain Awarded Shares or an equivalent value in cash with reference to the market value of such Awarded Shares on or about the date of vesting, less any tax, stamp duty and other charges applicable, as determined by the Board in its absolute discretion. Each RSU represents one underlying H Share;
"Securities Act"	the U.S. Securities Act of 1933, as amended;
"Scheme"	the "2026 Medtide RSU Scheme" constituted by the rules hereof, in its present form or as amended from time to time in accordance with the provisions hereof;
"Selected Participant(s)"	Participant(s) selected by the Board pursuant to Paragraph 6.2(A) for participation in the Scheme;

"Service Provider(s)"	subject to the rules of the Scheme, any advisor, consultant or any service provider (including a natural person or corporate entity) provides research, development or other technical support to the Group on a continuing or recurring basis in the ordinary and usual course of business which are in the interests of the long term growth of the Group as determined by the Board. For the avoidance of doubt, Service Providers exclude placing agents or financial advisers providing advisory services for fundraising, mergers or acquisitions, professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity;
"SFO"	the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong);
"Share(s)"	Shares of the Company;
"Shareholder(s)"	the shareholder(s) of the Company;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"Subsidiary"	a company which is for the time being and from time to time a subsidiary (within the meaning given under section 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere;
"Takeovers Code"	The Codes on Takeovers and Mergers and Share Buy-backs;
"Treasury Shares"	has the meaning ascribed to it under the Listing Rules; and for the purpose of the Scheme, references to the issue of shares or securities include the transfer of Treasury Shares;
"Trust"	the trust constituted by the Trust Deed;
"Trust Deed"	a trust deed to be entered into between the Company and the Trustee (as restated, supplemented and amended from time to time);

"Trust Fund"	the funds and properties held under the Trust and managed by the Trustee for the benefit of the Selected Participants (other than the Excluded Participants), including without limitation: (a) any sum settled or contributed by the Company (or any other person) as the initial trust property or otherwise from time to time; (b) all H Shares acquired by the Trustee for the purpose of the Trust and such other scrip income (including but not limited to bonus shares and scrip dividends declared by the Company) derived from the H Shares held upon the Trust; (c) any Residual Cash; (d) any Awarded Shares or other property to be vested or not vested with the Selected Participant under the terms of the Scheme; (e) any Treasury Shares subject to the Listing Rules; and all other properties from time to time representing (a), (b), (c), (d) and (e) above;
"Trust Period"	means the period beginning with the Adoption Date and ending upon the expiry of the period of 10 years beginning from the Adoption Date or such date of early termination as determined by the Board;
"Trustee"	a professional trustee as may be appointed by the Company from time to time to administer the Trust and who, for the avoidance of doubt, shall be an independent third party to the Company;
"US Participant(s)"	any Selected Participant who is a U.S. resident and/or is subject to U.S. tax pursuant to the Code;
"US"	the United States of America;
"Vesting Date"	in respect of a Selected Participant, the date on which his entitlement to the RSU(s) is vested in such Selected Participant in accordance with Paragraph 6.3(A) and other terms of the Scheme;
"Vesting Notice"	has the meaning ascribed to it in Paragraph 6.3(B); and
"%"	per cent.

(B) In these rules of the Scheme, save where the context otherwise requires:

(i) the headings are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of these rules of the Scheme;

(ii) references to Paragraphs and Schedules are references to paragraphs and schedules of these rules of the Scheme;

(iii) references to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute;

(iv) expressions in the singular shall include the plural and vice versa;

(v) expressions in any gender shall include other genders; and

(vi) references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organizations, associations, enterprises, branches and entities of any other kind.

2 PURPOSES AND OBJECTIVES

(A) The specific objectives of the Scheme are:

(i) to recognize the contributions by certain Participants and to provide them with incentives in order to retain them for the continual operation and development of the Group; and

(ii) to attract suitable personnel for further development of the Group.

(B) These rules serve to set out the terms and conditions upon which the incentive arrangement for the Participants shall operate.

3 EFFECTIVENESS OF THE SCHEME

This Scheme is conditional upon the following:

(A) the passing of a special resolution by the shareholders of the Company in a general meeting to approve the adoption of this Scheme and to authorize the Directors of the Company to grant Awards, allot and issue H Shares, arrange H Share transfers, and perform other related operations in respect of the H Shares underlying the Awards in accordance with the terms and conditions of this Scheme; and

(B) the approval by the Listing Committee of The Stock Exchange of Hong Kong Limited of the listing of, and permission to deal in, the new H Shares to be issued pursuant to the Awards granted under the terms of this Scheme.

4 DURATION

Subject to any early termination as may be determined by the Board pursuant to Paragraph 11, the Scheme shall be valid and effective for a term of 10 years commencing on the Adoption Date, after which period no further Awards will be granted, but the provisions of this Scheme will in all other respects remain in full force and effect and Awards that are granted from the Adoption Date until the 10th anniversary of the Adoption Date may continue to be vested in accordance with their terms of grant.

5 ADMINISTRATION

(A) The Scheme shall be subject to the administration of the Board and the Trustee in accordance with the rules of the Scheme and the Trust Deed. The Board shall, subject to the Listing Rules, have the sole and absolute right to:

(i) interpret and construe the provisions of the Scheme;

(ii) determine the persons who will be granted Awards under the Scheme;

(iii) the terms and conditions on which Awards are granted and when the RSUs granted pursuant to the Scheme may vest;

(iv) make such appropriate and equitable adjustments to the terms of the Awards granted under the Scheme as it deems necessary;

(v) allot and issue new Shares to the Trustee to hold, for the purpose of fulfilling delivery obligations upon the vesting of share awards;

(vi) direct and arrange for the Trustee to purchase existing H Shares (which may be made on-market or off-market) for the purpose of fulfilling delivery obligations upon the vesting of Awards (the Company shall ensure that sufficient funds are provided to the Trustee by any means determined by the Board to enable it to fulfill its obligations related to the administration of this Scheme);

(vii) without prejudice to the foregoing, whether the H Shares underlying the Awards are acquired through secondary market purchases or by subscription for new H Shares shall be determined by the Board, taking into comprehensive consideration factors such as the Company's financial condition, cash position, and the prevailing market price of the H Shares at the relevant time;

(viii) make such other decisions or determinations as it shall deem appropriate in the administration of the Scheme; and

(ix) on behalf of the Company, approve, execute, amend, deliver, negotiate, agree on and agree to all such agreements, contracts, documents, regulations, matters and things (as the case may be) as it deems reasonable, necessary, desirable, appropriate or expedient, in order to implement and/or give effect to all transactions conducted accordingly, and make any reasonable alterations, amendments, changes, modifications and/or supplements as it deems necessary, desirable, appropriate or expedient. If there is a requirement to affix a company seal on any such agreement, contract or document, it has the right to sign the agreement, contract or document and affix the company seal in accordance with the Articles of Association in that case.

(B) The Board may by resolution delegate any or all of its powers in the administration of the Scheme to any person(s) as from time to time authorized by the Board for such purpose. The decision of the Board with respect to any matter arising under the Scheme (including the interpretation of any provision) shall be final and binding.

(C) The Trustee shall hold the Trust Fund in accordance with the terms of the Trust Deed.

(D) Without prejudice to the Board's general power of administration, to the extent not prohibited by applicable laws and regulations, the Board may also from time to time appoint one or more Trustee(s) with prior written notice to current Trustee in respect of granting, administration or vesting of any RSUs. For the avoidance of doubt, notwithstanding any provision herein, the Board shall be the sole body which has the authority to give any direction, instruction or recommendation to the Trustee or from which the Trustee seeks direction, instruction or recommendation with respect to the Scheme and the Trust.

(E) No member of the Board shall incur any personal liability by reason of any contract or other document executed by him/her in his/her capacity as a member of the Board, or for any error of judgment made in good faith in connection with this Scheme. The Company shall indemnify and hold harmless any employee, officer or director of the Company to whom responsibility for the administration or interpretation of this Scheme is allocated or delegated, against any act or omission resulting from the execution of this Scheme (unless arising from such person's own willful default, fraud or bad faith), including related costs, expenses (including attorney's fees) or liabilities (including amounts paid in settlement with the approval of the Board).

6 OPERATION OF SCHEME

6.1 Contribution to the Trust

(A) Any Awarded Shares shall be (i) existing H Shares transferred, gifted, assigned, or conveyed to the Trust or as may be purchased by the Trustee on the Stock Exchange or off the market; or (ii) new H Shares to be allotted and issued to the Trustee by the Company under the Scheme Mandate Limit; or (iii) Treasury Shares transferred, gifted, assigned, or conveyed to the Trust subject to the Listing Rules. The Board may from time to time cause to be paid a Contributed Amount to the Trust by way of settlement or otherwise contributed by the Company, any Subsidiary or any party designated by the Company as directed by the Board which shall constitute part of the Trust Fund, for the purchase or subscription (as the case may be) of H Shares and other purposes set out in these rules and the Trust Deed. Subject to prior written direction and/or consent of the Board, the Trustee may accept H Shares transferred, gifted, assigned, or conveyed to the Trust from the Company or any party designated by the Company from time to time in such number as such party designated by the Company may at their sole discretion determine, which shall constitute part of the Trust Fund. The Trustee shall administer the H Shares in the same manner in accordance with the Trust Deed and the rules of the Scheme regardless whether they are purchased, subscribed or otherwise acquired by the Trust or transferred, gifted, assigned, or conveyed to the Trust.

(B) Subject to Paragraphs 6.6(B) and 8(A), in the event that the Awarded Shares are to be allotted and issued as new H Shares for the purpose of the Trust, the Board shall cause an amount equal to the total subscription price of such new H Shares to be allotted and

issued shall be transferred from the Company's resources to the Trustee as soon as practicable but in any event not later than 5 Business Days prior to the allotment and issuance of such H Shares as subscription monies for the new H Shares and cause to issue and allot to the Trustee such number of new H Shares corresponding to the aforesaid total subscription price at such issue price per H Share (no less than nominal value), which shall be held upon trust for the relevant Selected Participant subject to the terms and conditions set out herein and in the Trust Deed. The Company shall comply with the relevant Listing Rules and the Articles of Association of the Company when allotting and issuing any new H Shares. Such allotment and issue should only be made upon fulfilment of the following conditions: (i) the total number of H Shares to be allotted and issued to the Trustee under the Scheme shall not exceed the Scheme Mandate Limit according to the rules of the Scheme; and (ii) the Listing Committee of the Stock Exchange having granted the listing of and permission to deal in the H Shares which may be allotted and issued by the Company to the Trustee pursuant to the Scheme. Application shall be made by the Company to the Stock Exchange for the granting of the listing of, and permission to deal in the new H Shares to be issued to the Trustee under the Scheme.

(C) Subject to Paragraphs 6.6(B) and 8(A), the Board may from time to time instruct the Trustee in writing to purchase H Shares on the Stock Exchange or accept and receive a specified number of H Shares from any party designated by the Company (including receipt of Treasury Shares). Once purchased or received, the H Shares are to be held by the Trustee for the benefit of the Selected Participants under the Trust on and subject to the terms and conditions of the Scheme and the Trust Deed. On each occasion when the Board instructs the Trustee to purchase H Shares on the Stock Exchange, it shall specify the maximum amount of funds to be used and the range of prices or the specified price at which such H Shares are to be purchased, and such range of prices or specified price shall be within the price range agreed by the Board from time to time. The Trustee may not incur more than the maximum amount of funds or purchase any H Shares at a price falling outside the range of prices so specified unless with the prior written consent of the Board.

(D) As soon as practicable after receiving the notice setting out the instructions from the Company under Paragraph 6.1(C) with respect to the purchase of the H Shares on the Stock Exchange and during such period until being notified by the Board to suspend or cease the purchase, the Trustee shall apply such amount of Residual Cash towards the purchase of such maximum board lot of H Shares at the prevailing market price according to the instructions set out in the notice. The Trustee shall also pay the related purchase expenses (including for the time being, the brokerage fee, stamp duty, the Securities and Futures Commission transaction levy and Stock Exchange trading fee) and such other necessary expenses required for the completion of the purchase of the H Shares out of the Residual Cash. For the avoidance of doubt, the H Shares so purchased and the remaining balance of any Residual Cash shall form part of the Trust Fund. The Trustee is not obliged to purchase any H Shares unless the prevailing market price of the H Shares falls within the range of prices in accordance with Paragraph 6.1(C) and that the Trustee has sufficient funds in the Trust to undertake the purchase of such H Shares.

(E) The Trustee shall keep the Board informed from time to time of the number of H Shares purchased and the price at which those H Shares have been purchased. If, for any reason, the Trustee shall not be able to purchase any or all of the H Shares with the maximum amount of funds (where the range of prices or any price at which such H Shares are to be

purchased has been specified by the Board) so specified in the notice within 10 Business Days on which the trading of the H Shares has not been suspended on the Stock Exchange after being instructed by the Board to do so, the Trustee shall notify the Board in writing. The Board shall then decide on whether to instruct the Trustee to continue with such purchase and the conditions thereof. The Board shall instruct the Trustee whether or not to apply any of the Awarded Shares to satisfy any grant of Awards made, and if the number of such Awarded Shares constituting part of the Trust Fund, as specified by the Company, are not sufficient to satisfy the Awards granted, the Board shall, as soon as reasonably practicable, for purposes of satisfying the Awards granted, transfer to the Trust the necessary funds and instruct the Trustee to acquire further H Shares through on-market transactions at the prevailing market price.

6.2 Award of RSUs to Selected Participants

(A) Subject to the provisions of the Scheme, including but not limited to the restrictions set out in Paragraphs 6.6(B), 8(A) and 8(B), the Board may, from time to time, at its absolute discretion select any Participant (other than any Excluded Participant) for participation in the Scheme as a Selected Participant, and grant such number of RSUs to any Selected Participant at such consideration (the "**Grant Consideration**") and in such number and on and subject to such terms and conditions as it may in its absolute discretion determine; provided that no such grant shall be made if a prospectus is required to be issued under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). In the event that a Selected Participant or his/her/its associate(s) is a member of the Board, such person will abstain from voting on any approval by the Board of the Award to such Selected Participant. The Grant Consideration, if required, shall be, as directed by the Board in the Grant Notice, paid in full to the Company pursuant to Paragraph 6.2(H). The Grant Consideration, if any, shall be determined by the Board at its absolute discretion, based on considerations such as the prevailing closing price of the H Shares, the purpose of the Awards and the contribution of the Selected Participant.

(B) In determining the eligibility of and the number of Awards to be granted to any Selected Participant who is an Employee Participant, the Board will assess their potential and/or actual contribution to the Group. For the basis of determining the eligibility of Directors as the Selected Participant, the Board will consider period of employment, responsibilities, time commitment, knowledge in the industry and prevailing market practice. For the basis of determining the eligibility of senior management and other employee as the Selected Participant, the Board will consider individual performance, time commitment, responsibilities, work experience, professional qualifications and knowledge in the industry.

(C) In determining the eligibility of and the number of RSUs to be granted to any Selected Participant who is a Service Provider, the Board shall take into consideration matters including, but without limitation to,

(i) the scale of their business dealings with the Group, the length of business relationships between them and the Group, the positive impacts (in terms of, including without limitation, proactively promoting/catalyzing the continuing development and growth of the Group, and bringing innovation, new talents and expertise to the Group), potential and/or actual contribution on the Group's business development, the future plans in relation to further business collaboration and generally the significance to the Group of building long-term business relationships with them;

(ii) whether such Service Provider has a proven track record of timely delivery of services, the quality of services delivered, the scale of their business dealings with the Group, the ease of replacing such service provider(s) with another Service Provider which could offer similar quality and consistency in the provision of services;

(iii) the potential and/or actual degree of involvement in and/or cooperation with the Group with regard to the number, scale and nature of projects, and the period of engagement/cooperation/business relationship with the Group;

(iv) whether the Service Provider is regarded as a valuable human resource of the Group based on the person's work experience, professional qualifications, knowledge in the industry or other relevant factors (including without limitation technical knowhow, market competitiveness, synergy between him/ her and the Group, external business connections, strategic value, and repute and credibility); and/or

(v) the usual fees chargeable by other Service Providers in the market and the contribution of the advisors and consultants in considering whether to grant Awards to them.

Based on such criteria, the Board has categorized the Service Providers to include the Group's:

a. advisers or consultants: advisers and consultants under this category would be individuals and/or entities which provide, on a regular or recurring basis, advisory services and consultancy services, and in relation to the Group's principal business or business development; and

b. technology and R&D service providers: they serve as an extension of the Group's core technological capabilities, offering specialized and customized technology development and R&D support.

In case of the Related Entity Participant, the Board will consider, among others, their participation and contribution to the development of the Group and/or the extent of benefits and synergies brought to the Group.

(D) The Board is entitled to impose any conditions (including a period of continued service within the Group after the Award), as it deems appropriate in its absolute discretion with respect to the vesting of the RSUs on the Selected Participant, and shall inform the Trustee and such Selected Participant of the relevant conditions of the Award and the RSUs. Such conditions may include, among others, performance targets (if any as determined by the Board in its absolute discretion), which may comprise a mixture of key performance indicators components, including but not limited to (i) financial targets of the Group (such as revenue and/or profit of the Group); (ii) non-financial parameters of the Group (such as the business performance of the Group, which may relate to the Group's strategic objectives, operational targets and plans for future development); (iii) the Selected Participant's position key performance indicators relevant to his roles and responsibilities and/or its annual appraisal results (in respect of Employee Participants); and/or (iv) the Selected Participant's contribution to the Group's financial and operating results (such as period of engagement, increase in revenue or profits, reduction in costs,

product/service advancement) (in respect of Related Entity Participants and Service Providers). During the vesting period, in respect of any performance targets as may be specified by the Board in the Grant Notice that must be fulfilled before the RSUs may be vested, the Board will conduct assessment from time to time by comparing the performance with the pre-set targets to determine whether such targets and the extents to which have been met. If, after the assessment, the Board determines that any prescribed performance targets have not been met, the Award(s) shall lapse automatically. Notwithstanding any other provisions of the Scheme, subject to applicable laws and regulations, the Board shall be at liberty to waive any vesting conditions referred to in this Paragraph 6.2(D). H Shares underlying any RSUs granted under the Scheme that lapse for any reason without having been vested and H Shares underlying the unvested portion of any RSUs in case of partial vesting will, to the extent not prohibited by applicable laws and regulations, be available for subsequent Award grants under the Scheme.

(E) After the Board has decided to make a grant of Award to any Selected Participant, the Board shall send a notice in substantially the form set out in Appendix 1 (the "**Grant Notice**") to such Selected Participant with a copy thereof to the Trustee within 10 Business Days after the grant was made, setting out the number of RSUs so granted and the conditions and other requirements (including the payment of any Grant Consideration) upon which such RSUs were granted. The number of RSUs specified in the Grant Notice shall, subject to acceptance by the relevant Selected Participant in accordance with this Paragraph 6.2(E), constitute the definitive number of Awarded Shares underlying the RSUs granted.

(F) Upon receipt of the Grant Notice, the Selected Participant shall confirm acceptance of the Award being granted to him by signing and returning to the Board the acceptance form attached to the Grant Notice within 5 Business Days after the date of the Grant Notice (the "**Acceptance Period**"). As soon as practicable after the receipt of the acceptance form duly signed by the relevant Selected Participant, the Board shall forward a copy thereof to the Trustee.

(G) If the Selected Participant fails to sign and return the acceptance form attached to the Grant Notice before the expiry of the Acceptance Period, the grant of the Award to such Selected Participant shall lapse forthwith and the H Shares underlying the relevant RSUs shall remain as part of the Trust Fund. Such Selected Participant shall have no right or claim against the Company, any other member of the Group, the Board, the Trust or the Trustee or with respect to those or any other H Shares or any right thereto or interest therein in any way. In such instance, the Board shall notify the Trustee of the lapse of the grant of such Award as soon as practicable after the expiration of the Acceptance Period.

(H) If the payment of Grant Consideration is required in the Grant Notice, the Selected Participant shall pay the full amount of the required Grant Consideration in cleared funds in such manner and on or before such deadline(s) as prescribed in the Grant Notice to the Company, failing which, unless otherwise waived by the Board, the grant of Award to such Selected Participant shall lapse forthwith, the relevant RSUs shall not vest in the Selected Participant and the underlying H Shares will remain as part of the Trust Fund. The Company may but is under no obligation to pay the Grant Consideration received or any part thereof to the Trustee. For the avoidance of doubt, only Grant Consideration paid to and accepted by the Trustee as Contributed Amount(s) as directed by the Board in its discretion in accordance with the provisions of the Trust

Deed shall constitute part of the Trust Fund, and the paid Grant Consideration retained by the Company shall not constitute any part of the Trust Fund.

(I) The Board may at any time cancel any unvested Awards previously granted to a Selected Participant. Where the Company cancels Awards and offers new Awards to the same Selected Participant, the offer of such new Awards may only be made with available Awards to the extent not yet granted (excluding the cancelled Awards) within the limit as mentioned in Paragraphs 8(A) and 8(B) of the Scheme pursuant to Rule 17.03B or Rule 17.03C of the Listing Rules. The Awards cancelled will be regarded as utilized for the purpose of calculating the limit as mentioned in Paragraphs 8(A) and 8(B) of the Scheme.

(J) Notwithstanding anything to the contrary in the Scheme, no Awarded Shares held by the Trust will be allocated to any US Participant prior to the vesting and settlement of the RSU, and the US Participant shall have no enforceable right against the Trust to receive any H Shares. At any time or from time to time, the Company may satisfy its obligation to issue H Shares upon the vesting and settlement of an RSU granted to a US Participant with H Shares that are not held in the Trust.

(K) Notwithstanding anything to the contrary in this Scheme, in the case of Awards to US Participants, such Awards shall operate and be treated for all purposes as "restricted stock units" that entitled the US Participant to the right to receive fully vested H Shares upon the vesting and settlement of the Award. Prior to the vesting and settlement of an Award, a US Participant shall not have any beneficial interest in the H Shares underlying an Award.

6.3 <u>Vesting of RSUs</u>

(A) Subject to the terms and conditions of the Scheme and the fulfillment of all vesting conditions to the vesting of the RSUs on such Selected Participant and all requirements applicable to such Selected Participant as specified in the Scheme and the Grant Notice (unless waived by the Board), the respective RSUs granted to the Selected Participant pursuant to the provision hereof shall vest in such Selected Participant in accordance with the vesting schedule (if any) as set out in the Grant Notice. The Board may (except as provided in Paragraphs 6.2(J) and 6.2(K) in the case of US Participants) (i) direct and procure the Trustee to release from the Trust the Awarded Shares to the Selected Participant by transferring such number of Awarded Shares to the Selected Participant (or his/her personal representative(s)/nominee to hold on trust or in custody for the benefit of the Selected Participant) in such manner as determined by the Board from time to time); (ii) direct and procure the Trustee to sell on-market at prevailing market prices such number of Awarded Shares so vested in the Selected Participant and pay the Actual Selling Price arising from such sale of Awarded Shares to the Selected Participant (or his/her personal representative(s)/nominee to hold on trust or in custody for the benefit of the Selected Participant); or (iii) a combination thereof.

For the avoidance of doubt, (i) any long leave of absence (such as personal sabbaticals or unpaid personal leaves), as the Board may determine, shall be deducted from period of service for the purpose of counting vesting period, and (ii) the minimum vesting period must be 12 months commencing from the date upon which the Award (in the circumstance that new H Shares will be allotted and issued and/or transfer of Treasury Shares) is accepted or deemed to be accepted in accordance with the Scheme, save and except that with respect to a Selected Participant who is an Employee Participant, a

shorter vesting period may be permitted in circumstances set out below:

(i) grants of "make-whole" share awards to new joiners to replace the share awards they forfeited when leaving the previous employers;

(ii) grants to a participant whose employment is terminated due to death or disability or occurrence of any out of control event;

(iii) grants of Awards with performance-based vesting conditions in lieu of time-based vesting criteria;

(iv) grants of Awards that are made in batches during a year due to administrative or compliance requirements which may be subject to any changes made to the applicable laws, regulations and rules in the jurisdictions which the Participants and the Group are subject to and not connected with the performance of the relevant Participant, which include Awards that should have been granted earlier if not for such administrative or compliance requirements but had to wait for subsequent batch, in which case the vesting date may be adjusted to take account of the time from which the Awards would have been granted if not for such administrative or compliance requirements, which allows flexibility for the Company to reward Participants in case of delays due to administrative or compliance requirements;

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

(vi) grants of Awards with a total vesting period of more than 12 months, such as where the Awards may vest by several batches with the first batch to vest within 12 months of the date of grant and the last batch to vest 12 months after.

For the avoidance of doubt, the vesting period of the Award for which existing H Shares are involved shall be determined by the Board.

(B) Upon the vesting of the RSUs:

(i) barring any unforeseen circumstances, unless otherwise agreed between the Board, and the Trustee, at least 10 Business Days prior to the Vesting Date, the Board shall send to the relevant Selected Participant (with a copy to the Trustee) a vesting notice in substantially the form set out in Appendix 2 (the "**Vesting Notice**") together with such prescribed transfer documents which require the Selected Participant to execute to effect the vesting and transfer of the Awarded Shares;

(ii) upon receipt of the Vesting Notice, the Selected Participant (or his legal representative or lawful successor as the case may be) is required to return to the Board the reply slip attached to the Vesting Notice to confirm the securities account details, together with the relevant duly signed transfer documents. In the event that the Board does not receive the reply slip and the transfer form from the Selected Participant at least 10 Business Days prior to the Vesting Date, the RSUs which would have otherwise vested in such Selected Participant shall automatically lapse and remain as part of the Trust Fund, and such returned RSUs shall be applied by the Trustee towards future Awards in accordance with

the rules of the Scheme; and

(iii) subject to the receipt by the Trustee of (a) the reply slip to the Vesting Notice and transfer documents prescribed by the Trustee and duly signed by the Selected Participant within the period stipulated in the Vesting Notice referred to in Paragraph 6.3(B)(ii), (b) a confirmation from the Company that all vesting conditions with respect to the RSUs having been fulfilled and all requirements applicable to such Selected Participant as specified in the Scheme and/or the Grant Notice have been met (and if any waiver has been given the Board, a confirmation from that Board that such waiver has been given), and (c) certified copies of the identification documents of the Selected Participant, the Trustee shall transfer the relevant Awarded Shares to the relevant Selected Participant (or his/her personal representative(s) / nominee to hold on trust or in custody for the benefit of the Selected Participant) and/or sell the relevant Awarded Shares and pay the Actual Selling Price to the Selected Participant (or his/her personal representative(s) / nominee to hold on trust or in custody for the benefit of the Selected Participant) as soon as practicable on or after the Vesting Date and in any event not later than 10 Business Days after the Vesting Date (except as provided in Paragraphs 6.2(J) and 6.2(K) in the case of US Participants). Notwithstanding anything to the contrary in the rules of the Scheme, for the purposes of the vesting of the RSUs, if directed by the Board in writing and such direction shall be received by the Trustee with the confirmation to be given by the Board under Paragraph 6.3(B)(iii)(b), the Trustee shall as soon as practicable on or after the Vesting Date and in any event not later than 10 Business Days after the Vesting Date transfer the relevant Awarded Shares to the relevant Selected Participant (or his/her personal representative(s) / nominee to hold on trust or in custody for the benefit of the Selected Participant) and/or sell the relevant Awarded Shares and pay the Actual Selling Price to the Selected Participant (or his/her personal representative(s) / nominee to hold on trust or in custody for the benefit of the Selected Participant) acting as a nominee or agent for the relevant Selected Participant (except as provided in Paragraphs 6.2(J) and 6.2(K) in the case of US Participants).

(C) Prior to the Vesting Date, any Award made hereunder shall be personal to the Selected Participant to whom it is made and shall not be assignable or transferrable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favor of any other person over or in relation to the RSUs referable to him pursuant to such Award, except for when an express waiver is obtained from the Stock Exchange for the transfer to a vehicle such as a trust or a private company) for the benefit of the Selected Participant and any family members of such participant that would continue to meet the purpose of the Scheme and comply with other requirements of Chapter 17 of the Listing Rules and express written consent is obtained from the Board or its delegates, subject to the compliance with the Listing Rules. The Awarded Shares will be subject to all the provisions of the Articles of Association of the Company, will be identical with all other H Shares of the Company in issue, and will rank *pari passu* with the fully paid H Shares then in issue.

(D) Unless otherwise specified by the Board in its entire discretion, the Selected Participants do not have any rights to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any Awarded Shares (including those arising on a liquidation of the Company) before such Awards are vested to such Selected Participants. If the Board at its discretion so determine that any cash or

non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in relation to the Awarded Shares be paid to the Selected Participants even though the RSUs have not yet vested, the Board may at its discretion, subject to the Scheme and the Listing Rules, with or without further conditions and/or requirements (including payment of any Grant Consideration), transfer additional H Shares (which should be existing H Shares as may be purchased by the Trustee on the Stock Exchange or off the market) (except as provided in Paragraphs 6.2(J) and 6.2(K) in the case of US Participants) or cash award out of the Trust Fund representing all or part of the income or distributions (including but not limited to cash income or dividends, cash income or net proceeds of sale of non-cash and non-scrip distribution, scrip dividends) declared by the Company or derived from such Awarded Shares during the period from the date of Award to the vesting date to a Selected Participant upon the vesting of any RSUs. In such case the Board shall deliver a Grant Notice to the Selected Participant and the Trustee specifying the cash amount to be granted to the Selected Participant. The Trustee shall transfer the cash award, together with the Awarded Shares, to the Selected Participant (or his/her personal representative(s) / nominee to hold on trust or in custody for the benefit of the Selected Participant) acting as a nominee or agent for the relevant Selected Participant on the vesting date in accordance with Paragraph 6.3(B)(iii) (except as provided in Paragraphs 6.2(J) and 6.2(K) in the case of US Participants). In the event that an Award of RSUs becomes lapsed, the Awarded Shares underlying the RSUs and/or the relevant income or distributions shall remain as part of the Trust Fund.

(E) Notwithstanding anything to the contrary in this Scheme, with respect to any US Participants, the Awarded Shares shall become vested and shall be settled as follows and the following rules shall apply:

(i) the US Participant must continue to have employment or service with the Company through the vesting condition(s) set forth in the US Participant's Grant Notice, in order for the specified portion of the US Participant's RSU to become "fully vested" and subject to settlement. Upon such RSU becoming "fully vested", the Company or the Trustee, as applicable, shall issue the applicable number of vested H Shares within 60 days following the date of such event.

(ii) Upon the termination of the US Participant's employment or service with the Group, any unvested RSU shall immediately lapse and the US Participant shall cease immediately to be entitled to any of his/her rights and benefits to the portion of the RSU previously granted that was not "fully vested".

(iii) The Board shall not have the discretion to delay the vesting schedule of any previously granted RSU beyond the time periods set forth in this Paragraph 6.3(E), except as otherwise permitted under Section 409A of the Code.

(iv) No dividends (or dividend equivalents) with respect to any RSU shall be paid to a US Participant unless and until such underlying H Shares is "fully vested".

(v) To the extent applicable, it is intended that this Scheme and the RSUs granted hereunder to US Participants be exempt from the provisions of Section 409A of the Code as a "short term deferral" within the meaning of Section 409A of the Code. This Scheme shall be administered in a manner consistent with this intent, and any provision that would cause any RSU to a US Participant under the Scheme to fail to satisfy Section 409A of the Code shall have no force or effect

until amended to be exempt from or comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the US Participant). Notwithstanding the foregoing, the Company is not guaranteeing any particular U.S. tax outcome, and the US Participants shall remain solely liable for any and all tax consequences associated with the Awarded Shares.

6.3A Lapse of Awards

Notwithstanding any other provision in the Scheme, the Awards (and the unvested RSUs underlying such Awards) shall automatically lapse under the following exhaustive circumstances:

(i) the Selected Participant fails to sign and return the acceptance form attached to the Grant Notice before the expiry of the Acceptance Period;

(ii) the Selected Participant fails to pay the full amount of the required Grant Consideration (if any) in cleared funds by the deadline prescribed in the Grant Notice;

(iii) the Board determines through its assessments that any prescribed performance targets or vesting conditions have not been met;

(iv) the Selected Participant fails to return the reply slip and transfer form at least 10 Business Days prior to the Vesting Date;

(v) the Selected Participant is found to be an Excluded Participant, or is deemed to cease to be a Participant (including under the Disqualification Circumstances), prior to or on the Vesting Date;

(vi) upon the occurrence of a clawback event as determined by the Board where the Awards are unvested;

(vii) in the event of the death of a Selected Participant, if no transfer of the benefits to the legal personal representatives is made within the prescribed period, resulting in the benefits becoming bona vacantia; and

(viii) upon the termination of a US Participant's employment or service with the Group.

6.4 Disqualification of Selected Participant

(A) In the event that prior to or on the Vesting Date, a Selected Participant is found to be an Excluded Participant or is deemed to cease to be a Participant pursuant to Paragraph 6.4(B) unless agreed specifically between the Selected Participant and the Company to the extent permitted under the laws or regulations of such place or where in the view of the Board or the Trustee (as the case may be), compliance with applicable laws or regulations in such place makes it necessary or expedient to exclude such Participant, the relevant unvested Awards made to such Selected Participant shall automatically lapse forthwith and the relevant Awarded Shares shall not vest on the relevant Vesting Date but shall remain part of the Trust Fund, and such lapsed RSUs shall be applied by the Trustee towards future Awards in accordance with the rules of the Scheme. The

Company shall bear the sole responsibility to refund the full amount of the paid Grant Consideration (regardless of whether such paid Grant Consideration or any part thereof was paid by the Company to and accepted by the Trustee as Contributed Amount(s)) to such Selected Participant as soon as practicable. Other than the right to demand the Company to refund the full amount of the paid Grant Consideration, such Selected Participant shall have no right or claim against the Company, any other member of the Group, the Board, the Trust or the Trustee or with respect to the paid Grant Consideration or those or any other H Shares or any right thereto or interest therein in any way.

(B) Unless the Board determines otherwise, the circumstances under which a person shall be treated as having ceased to be a Participant shall include, without limitation, the following:

(i) where such person has committed any act of fraud or dishonesty or serious misconduct, whether or not in connection with his employment or engagement by any member of the Group and whether or not it has resulted in his employment or engagement being terminated by the relevant member of the Group;

(ii) where such person has been declared or adjudged to be bankrupt by a competent court or governmental body or has failed to pay his debts as they fall due (after the expiry of any applicable grace period) or has entered into any arrangement or composition with his creditors generally or an administrator has taken possession of any of his assets; where such person has been convicted of any criminal offence;

(iii) where such person has been convicted of or is being held liable for any offence under or any breach of the SFO or other securities laws or regulations in Hong Kong or any other applicable laws or regulations in force from time to time;

(iv) where such person has terminated or ceased labor contract or employment agreement (including but not limited to resignation, non-renewal upon expiration of labor contract or employment agreement, mutual termination of labor contract or employment agreement, and other circumstances under which the employment relationship shall be terminated or ceased in accordance with the applicable laws and regulations, but excluding the circumstances stipulated in Paragraph 6.4(C) of the Scheme);

(v) where such person has committed any material breach of any contract entered into between the Selected Participant on one hand and any member of the Group on the other hand; or

(vi) any other circumstances determined by the Board or its authorized person(s) and specified in the Grant Notice.

(C) In respect of a Selected Participant who died or retired by agreement with a member of the Group, or ceased to be an Employee due to physical or mental incapacity (as determined under the laws and regulations of the Applicable Jurisdiction) at any time prior to or on the Vesting Date, all the RSUs of the relevant Selected Participant shall be deemed to be vested on the day immediately prior to his death, retirement, or the determination of such incapacity. Provided that in any event, the vesting period shall not be less than 12 months, unless for Employee Participants, the event falls within the circumstances set out under the "Vesting of RSUs".

(D) (i) In the event of the death of a Selected Participant, the Trustee shall hold the vested RSUs and the underlying H Shares (hereinafter referred to as "**Benefits**") upon trust to transfer the same to the legal personal representatives of the Selected Participant and subject as aforesaid the Trustee shall hold the Benefits or so much thereof as shall not be transferred or applied under the foregoing powers within (a) two (2) years of the death of the Selected Participant (or such longer period as the Trustee and the Board shall agree from time to time) or (b) the Trust Period (whichever is shorter) upon trust to transfer the same to the legal personal representatives of the Selected Participant. Notwithstanding the aforementioned, the Benefits may be transferred to a separate account of the legal personal representatives of the Selected Participant for which the Trustee may take further actions in respect of the Benefits transferred; or (ii) if the Benefits would otherwise become bona vacantia, the Benefits shall lapse and cease to be transferable and such Benefits shall remain part of the Trust Fund.

6.5 Clawback

(A) Upon the occurrence of any of the following event (and whether an event is to be regarded as having occurred for the purpose of this Paragraph is subject to the sole determination of the Board) in relation to a Selected Participant, no further Awards shall be granted to such Selected Participants and the Awards granted to such Selected Participants shall be clawed back and such Awards shall lapse accordingly on the date as determined by the Board (if such Awards are unvested):

(i) the results of the economic responsibility audit and other reports proved that the Selected Participant has failed to perform duties effectively or is involved in serious misconduct or malfeasance;

(ii) the Selected Participant has contravened the relevant laws and regulations of any Applicable Jurisdiction or the provisions of the articles of association of any member of the Group, any Related Entity or any Service Provider (as applicable);

(iii) the Selected Participant has, during his tenure of office, been involved in acceptance or solicitation of bribery, corruption, theft, leakage of trade and technical secrets, conducted unauthorized connected transactions and other unlawful acts and misconducts, which prejudiced the interest and reputation of and caused significant negative impact to the image of the Company;

(iv) the Selected Participant has failed to discharge or failed to discharge properly, his/her duties;

(v) the Selected Participant has failed to comply with any non-compete covenants or restrictive covenants or any terms and conditions of a similar effect applicable to the Selected Participant pursuant to any internal guideline(s) adopted by the Company (as amended, supplemented or modified from time to time);

(vi) if the Selected Participant (being a Service Provider) commits any serious misconduct, fraud, criminal wrongdoing, wilful misconduct, gross negligence, material breach of the terms of his/her or its consultation or service or other contract with any member of the Group, which entitle any member of the Company to terminate the contracts with such Service Provider on ground(s) for breach of contract;

(vii) there is a material misstatement or omission in the financial statements of the Company; or

(viii) any other circumstances determined by the Board or its authorized person(s) and specified in the Grant Notice.

(B) Where any Award (or any part thereof) granted to a Selected Participant have already been vested at the time when such Award is clawed back pursuant to Paragraph 6.5(A) above, the Selected Participant shall return, by the Board's determination at its sole and absolute discretion, either (i) the exact number of vested and clawed back H Share(s), (ii) the monetary amount equivalent to the Value of the relevant H Share(s) on the Grant Date, (iii) the monetary amount equivalent to the Value of the relevant H Share(s) on the Vesting Date or (iv) the monetary amount equivalent to the Value of the relevant H Share(s) on the date of such clawback.

(C) Where any Award (or any part thereof) granted to a Selected Participant are unvested at the time when such Award is clawed back pursuant to Paragraph 6.5(A) above, such Award (or any part thereof) subject to clawback will be cancelled on the date as determined by the Board and the relevant Awarded Shares will not vest on the relevant Vesting Date.

(D) For the purpose of Paragraph 6.5(B), "Value" of the relevant Share(s) is the average closing price of the Share(s) as stated in the Stock Exchange's daily quotations sheets for the 5 business days immediately preceding the relevant date of determination (being the Grant Date, the Vesting Date or the date of clawback, as applicable).

6.6 Other terms and conditions

(A) For the avoidance of doubt,

(i) subject to Paragraph 6.3(D), a Selected Participant shall not have any interest or rights (including the right to receive dividends) in the RSUs (and the underlying H Shares) prior to the Vesting Date;

(ii) a Selected Participant shall have no rights in the Residual Cash or H Shares or such other Trust Fund or property held by the Trust;

(iii) the RSUs, whether vested or not, do not carry any right to vote at general meetings of the Company or any dividend or other rights (including those arising on the liquidation of the Company). No instructions shall be given by a Selected Participant (including, without limitation, voting rights) to the Trustee in respect of the RSUs and/or the underlying H Shares that have not been vested, and such other properties of the Trust Fund managed by the Trustee. Save as otherwise provided in the rules of the Scheme or the Trust Deed, no Selected Participants shall enjoy any of the rights of a Shareholder (including but not limited to the exercising of voting rights attached to the H Shares, whether or not such H Shares have been transferred to the Selected Participants) by virtue of the grant of an Award pursuant to the Scheme. Unless otherwise specified by the Board in its entire discretion in the Grant Notice, the Selected Participants do not have any rights to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions

from any Awarded Shares (including those arising on a liquidation of the Company) before such H Shares are transferred to such Selected Participants upon the vesting of the RSUs. For the avoidance of doubt, upon the date on which the Awarded Shares are transferred to the Selected Participants and the name of the Selected Participants (or their nominees) is registered on the register of members of the Company, such Selected Participants shall therefore be entitled to participate in all dividends or other distributions paid or made on or after such date, exercise all voting rights in relation to such shares, and any other rights (including those arising on a liquidation of the Company);

(iv) the Trustee shall not exercise the voting rights in respect of any H Shares held by it under the Trust (if any) (including but not limited to the Awarded Shares, any scrip shares derived therefrom). For the avoidance of doubt, the Trustee holding unvested H Shares of the Scheme, whether directly or indirectly, shall abstain from voting on matters that require Shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given;

(v) subject to Paragraph 6.3(D), all cash income and the sale proceeds of non-scrip distribution declared in respect of an H Share held upon the Trust will be applied towards (a) the payment of the fees, costs and expenses of the Trust and (b) the remainder, if any, remain as part of the Trust Fund;

(vi) unless otherwise waived by the Board, in the event that the vesting conditions and the requirements specified in the Grant Notice are not fully satisfied prior to or on the relevant Vesting Date or the relevant specified deadline (as applicable), the award of the RSUs in respect of the relevant Vesting Date shall lapse, such RSUs shall not vest on the relevant Vesting Date and, other than the right to demand the Company to refund the full amount of paid Grant Consideration (regardless of whether such paid Grant Consideration or any part thereof was paid by the Company to and accepted by the Trustee as Contributed Amount(s)), the Selected Participant shall have no claims against the Company, the Board, the Trust or the Trustee; and

(vii) in the case of the death of a Selected Participant, the benefits shall lapse if no transfer of the benefits to the legal personal representatives of the Selected Participant is made within the period prescribed in Paragraph 6.4(D), and the legal personal representatives of the Selected Participant shall have no claims against the Company or the Trustee.

(B) No Award shall be made by the Board pursuant to Paragraph 6.2(A) and no instructions to acquire any H Shares shall be given to the Trustee under the Scheme pursuant to Paragraphs 6.1(B) and (C) where dealings in the H Shares are prohibited under any code or requirement of the Listing Rules and all applicable laws from time to time. Without limiting the generality of the foregoing, no such instruction is to be given and no such grant is to be made:

(i) after an event involving inside information in relation to affairs or securities of the Company has occurred or matter involving inside information in relation to the securities of the Company has been the subject of a decision, until such information has been public announced in accordance with the applicable laws and the Listing Rules;

(ii) during the period commencing 30 days immediately before the earlier of (a) the date of the Board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for approving the results of the Company for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (b) 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. The period during which no Award may be granted will cover any period of delay in the publication of results announcement; or

(iii) in any circumstance which is prohibited under the Listing Rules, the SFO or any other law or regulation or where any requisite approval from any governmental or regulatory authority has not been granted.

The Board may, at any time after it has instructed the Trustee to purchase or acquire any H Shares in accordance with Paragraphs 6.1(B) and (C), instruct the Trustee in writing to cease purchasing H Shares or to suspend purchasing H Shares until further notice (without specifying any reasons therefor). The Board may also instruct the Trustee in writing to cease receiving any transfer, gift, assignment or conveyance of H Shares or to suspend receiving any transfer, gift, assignment or conveyance of H Shares until further notice (without specifying any reasons therefor).

(C) Notwithstanding Paragraph 6.6(B) above, no grant shall be made to any Director (a) during the period of 60 days immediately preceding the publication date of the annual results for any financial period of the Company or, if shorter, the period from the end of the relevant financial period up to the publication date of the results; and (b) during the period of 30 days immediately preceding the publication date of the interim results for any financial period of the Company or, if shorter, the period from the end of the relevant half-year period of the financial period up to the publication date of the results as required under the Model Code for Securities Transactions by Directors of Listed Issuers of the Listing Rules.

(D) In respect of the administration of the Scheme, the Company shall comply with all applicable disclosure regulations including without limitation those imposed by the Listing Rules from time to time.

7 TAKEOVER, RIGHT ISSUE, OPEN OFFER, SCRIP DIVIDEND SCHEME

(A) Notwithstanding any other provision provided herein, if there occurs an event of change in control of the Company (whether by way of offer, merger, scheme of arrangement or otherwise) or the Company's withdrawal of its listing from the Stock Exchange pursuant to the Listing Rules or the Company's change of the listing place or the Company's re-domiciliation prior to the Vesting Date, the Board shall determine at its discretion, subject to the requirements under the provisions relating to the vesting period under this Scheme and without prejudice to the requirements of the Takeovers Code, whether such RSUs not yet vested shall vest in the Selected Participant and, if so, the time at which such RSUs shall vest and whether Awarded Shares shall be transferred to the relevant Selected Participants and, if so, the time at which such Awarded Shares shall be transferred. Provided that in any event, the vesting period shall not be less than 12 months, unless for Employee Participants, the event falls within the circumstances set

out under the "Vesting of RSUs". Subject to the receipt by the Trustee of duly executed prescribed transfer documents within 10 Business Days from the deemed Vesting Date, the Trustee shall transfer the Awarded Shares to the Selected Participant in accordance with Paragraph 6.3(B)(iii) (except as provided in Paragraphs 6.2(J) and 6.2(K) in the case of US Participants).

For the purpose of this Paragraph 7(A), "control" shall have the meaning as specified in the Takeovers Code issued by the SFC from time to time.

(B) In the event the Company undertakes a subdivision or consolidation of the H Shares, such Selected Participant shall be entitled to those Awarded Shares as so subdivided or consolidated and the Board shall as soon as reasonably practicable after such subdivision or consolidation has been effected, notify each such Selected Participant of the number of Awarded Shares that he has become entitled to on vesting after such subdivision or consolidation (as the case may be).

(C) In the event the Company undertakes an open offer of new securities in respect of any H Shares which are held by the Trustee under the Scheme, the Trustee shall not subscribe for any new H Shares. The Trustee shall use reasonable effort to sell such amount of the nil-paid rights allotted to it as is appropriate in the open market (if any) at the then prevailing market price and the proceeds of sale of such rights (net of all related transaction costs, fees, duty and expenses reasonably incurred by the Trustee) shall be deemed as Residual Cash.

(D) In the event of a rights issue, the Trustee shall seek instructions from the Board to decide whether to sell such amount of the nil-paid rights allotted to it on the market as is appropriate and, subject to Paragraph 6.3(D), the net proceeds of sale of such rights shall be held as part of the Trust Fund.

(E) In the event the Company issues bonus warrants in respect of any H Shares which are held by the Trustee, the Trustee shall not subscribe for any new H Shares by exercising any of the subscription rights attached to the bonus warrants and shall seek instructions from the Board to decide whether to sell the bonus warrants created and granted to it on the market, subject to Paragraph 6.3(D), the net proceeds of sale of such bonus warrants shall be held as part of the Trust Fund.

(F) In the event the Company undertakes an issue of bonus shares in respect of any H Shares which are held by the Trustee, the Trustee shall use reasonable effort to sell the bonus shares allotted to it in the open market (if any) at the then prevailing market price, and the proceeds of sale of such bonus shares (net of all related transaction costs, fees, duty and expenses reasonably incurred by the Trustee) shall be deemed as Residual Cash.

(G) In the event the Company undertakes a scrip dividend scheme, the Trustee shall elect to receive scrip shares and, subject to Paragraph 6.3(D), scrip shares allotted with respect to any H Shares which are held by the Trustee shall be held as part of the Trust Fund.

(H) In the event of other non-cash and non-scrip distribution made by the Company in respect of H Shares held upon the Trust, the Trustee shall seek instructions from the Board to decide whether to dispose of such distribution and, subject to Paragraph 6.3(D), the net sale proceeds thereof shall be deemed as cash income of an H Share held as part of the Trust Fund.

(I) If notice is duly given by the Company to its shareholders to convene a general meeting for the purpose of considering a resolution for the voluntary winding-up of the Company (other than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company) or an order of winding up of the Company is made, the Board shall determine at its discretion, subject to the requirements under the provisions relating to the vesting period under this Scheme, whether such RSUs shall vest in the Selected Participant and, if so, the time at which such RSUs shall vest and whether Awarded Shares shall be transferred to the relevant Selected Participants and, if so, the time at which such Awarded Shares shall be transferred. Provided that in any event, the vesting period shall not be less than 12 months, unless for Employee Participants, the event falls within the circumstances set out under the "Vesting of RSUs". If the Board determines that any Awarded Shares shall be transferred to a Selected Participant, it shall promptly notify the Selected Participant and shall use its reasonable endeavors to procure the Trustee to take such action as may be necessary to transfer the legal and beneficial ownership of the Awarded Shares to such Selected Participant.

8 SCHEME MANDATE LIMIT

(A) The total number of Shares which may be issued (including any Treasury Shares which may be transferred) in respect of all options and awards to be granted under the Scheme and any other share scheme(s) adopted by the Company, together with the total number of Awards to be granted in accordance with the terms of the Scheme the underlying H Shares of which are existing H Shares purchased by the Trustee, must not exceed 10% of the issued share capital of the Company (excluding Treasury Shares, if any) as of the Adoption Date, being 14,180,000 Shares (the "**Scheme Mandate Limit**"), unless otherwise permitted by the Listing Rules or the Company obtains the approval of its Shareholders in accordance with Paragraph 8(C). Awards lapsed in accordance with the terms of the Scheme and any other share scheme(s) of the Company shall not be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Limit. No Award may be granted under the Scheme if this will result in the limit being exceeded.

(A1) If the Company conducts a share consolidation or subdivision after the Scheme Mandate Limit and/or the Service Provider Sublimit has been approved in general meeting, the maximum number of Shares (including H Shares) that may be issued in respect of all options and awards to be granted under all of the share schemes of the Company under the Scheme Mandate Limit and the Service Provider Sublimit as a percentage of the total number of Shares in issue at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole share.

(B) Subject to Paragraph 8(A), within the Scheme Mandate Limit, the total number of Shares which may be issued (including any Treasury Shares which may be transferred) in respect of all options and awards that to be granted under the Scheme and any other share scheme(s) of the Company to the Service Providers, together with the total number of Awards to be granted to the Service Providers in accordance with the terms of the Scheme the underlying H Shares of which are existing H Shares purchased by the Trustee, must not in aggregate exceed 1,418,000 Shares, representing 1% of the total number of Shares in issue (excluding Treasury Shares, if any) as of the Adoption Date (the "**Service Provider Sublimit**").

(C) The Company may seek the approval of its Shareholders in a general meeting to refresh the Scheme Mandate Limit and/or the Service Provider Sublimit after three years from the Adoption Date (or the date of Shareholders' approval for the last refresh). Any refresh within any three-year period from the Adoption Date (or the date of Shareholders' approval for the last refresh) must be approved by the Shareholders, where any controlling shareholders and their associates (or if there is no controlling shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favor of the relevant resolution at the general meeting, in accordance with the requirements under the Listing Rules. The total number of Shares which may be issued in respect of all options and awards to be granted under the Scheme and any other share scheme(s) of the Company under the Scheme Mandate Limit as refreshed must not exceed 10% of the Shares in issue as at the date of approval of the refreshed limit, and the Service Provider Sublimit as refreshed must not exceed 1% of the Shares in issue as at the date of approval of the refreshed limit.

(D) Except with the approval of Shareholders in a general meeting with the prospective Selected Participant and his/her close associates (as defined under the Listing Rules) (or associates if the Selected Participant is a connected person as defined under the Listing Rules) abstaining from voting, no Award (which involves issue and allotment of new H Shares and/or transfer of Treasury Shares) may be granted to any participant such that the total number of Shares issued and to be issued in respect of all options and awards granted (excluding any options and awards lapsed in accordance with the terms of the relevant scheme) to such person in any 12-month period up to and including the date of such grant in aggregate exceeds 1% of the Shares in issue from time to time (excluding Treasury Shares, if any). The Company shall send a circular to its Shareholders containing the information required under the Listing Rules. The number and terms of the Awards to be granted to such prospective Selected Participant shall be fixed before the Shareholders' approval of the grant of such Awards.

(E) Where any grant of Award is proposed to be made to any Selected Participant who is a Director (including an independent non-executive Director), chief executive, or substantial Shareholder of the Company or any of their respective associates, such grant must first be approved by the independent non-executive Directors of the Company (excluding any independent non-executive director of the Company who is intended to be the Selected Participant).

(F) Where any grant of Award (which involves issue and allotment of new H Shares and/or transfer of Treasury Shares) to a Director (other than an independent non-executive Director) or chief executive of the Company, or any of their associates would result in the Shares issued and to be issued in respect of all awards granted (excluding any awards lapsed in accordance with the terms of the relevant scheme) 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 Shares in issue (excluding Treasury Shares, if any), such further grant of awards must be approved by the Shareholders in a general meeting in accordance with Chapter 17 of the Listing Rules.

(G) Where any grant of Awards (which involves issue and allotment of new H Shares and/or transfer of Treasury Shares) to an independent non-executive Director or a substantial Shareholder of the Company, or any of their respective associates, would result in the Shares issued and to be issued in respect of all options and awards granted (excluding any options and awards lapsed in accordance with the terms of the relevant scheme) 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 Shares in issue (excluding Treasury Shares, if any), such further grant of Awards must be approved by the Shareholders in a general meeting in the manner set out in Rule 17.04(4) of the Listing Rules.

(H) Where any grant of Award (which involves existing H Shares) to a director, chief executive or substantial shareholder of the Company or its subsidiaries or any of their respective associates, the Company shall comply with the relevant requirements under Chapter 14A of the Listing Rules.

9 DISPUTES

Any dispute arising in connection with the Scheme shall be referred to the decision of the Board whose decision shall be final and binding.

10 ALTERATION OF THE SCHEME

(A) Subject to Paragraph 10(C), the Scheme may be altered in any respect by an ordinary resolution of the Board except that any alterations to the provisions of the Scheme as to (i) the terms and conditions of the Scheme which are of a material nature; (ii) the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of the Participants; and (iii) any change to the authority to alter the terms of the Scheme of the Board, the administration committee or any other committee or sub-committee or any person(s) as from time to time authorized by the Board for the purpose of administrating the Scheme or the Trustee, must be approved by Shareholders in a general meeting.

(B) Subject to Paragraph 10(C), any change to the terms of Awards granted to a Participant must be approved by the Board, the remuneration committee of the Board, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the options or awards was approved by the Board, the independent non-executive Directors and/or the Shareholders (as the case may be). This requirement does not apply where the alterations take effect automatically under the existing terms of the Scheme.

(C) The amended terms of the Scheme or the Awards must still comply with the relevant requirements of the Chapter 17 of the Listing Rules.

(D) Written notice of any amendment to the Scheme shall be given to all Selected Participants and the Trustee.

11 TERMINATION

(A) The Scheme shall terminate on the earlier of:

(i) the 10th anniversary date of the Adoption Date; and
(ii) such date of early termination as determined by the Board by a resolution of the Board,

PROVIDED THAT such termination shall not affect any subsisting rights of any Selected Participant hereunder.

(B) Upon termination of the Scheme,

(i) no further grant of RSUs may be made under the Scheme;

(ii) all the RSUs referable to the date of expiry of the Trust Period which are not vested shall vest in the relevant Selected Participants (provided that in any event, the vesting period shall not be less than 12 months, unless for Employee Participants, the event falls within the circumstances set out under the "Vesting of RSUs") and all the Awarded Shares (including the Shares underlying the RSUs vested pursuant to this Paragraph) shall continue to be held by the Trustee and be transferred to the Selected Participants, subject to the receipt by the Trustee within 15 Business Days from the expiry of the Trust Period of the transfer documents prescribed by the Trustee and duly executed by the Selected Participant; upon the expiration of the period set out in Paragraph 11(B)(ii)(or such longer period as the Trustee and the Board may otherwise determine), all H Shares remaining in the Trust Fund shall be sold (or as otherwise determined by the Board) by the Trustee within 28 Business Days (on which the trading of the H Shares has not been suspended);

(iii) upon the expiration of the Trust Period all net proceeds of sale referred to in Paragraph 11(B)(iii) (if so sold) and such other funds and properties remaining in the Trust Fund managed by the Trustee (after making appropriate deductions in respect of all disposal costs, liabilities and expenses) shall be remitted to the Company forthwith (except as otherwise determined by the Board). For the avoidance of doubt, the Trustee may not transfer any H Shares to the Company nor may the Company otherwise hold any H Shares whatsoever (other than its interest in the proceeds of sale of such H Shares pursuant to Paragraph 11(B)(iii)), except as otherwise determined by the Board.

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

12 WITHHOLDING

(A) The Company or any Subsidiary shall be entitled to withhold, and any Selected Participant shall be obliged to pay, the amount of any tax and/or social security contributions attributable to or payable in connection with the grant of the Award.

(B) The Board may establish appropriate procedures to provide for any such payment so as to ensure that the Company or any Subsidiary receive advice concerning the occurrence of any event which may create, or affect the timing or amount of, any obligation to pay or withhold any such taxes or social security contributions or which may make available to the Company or such Subsidiary any tax deduction resulting from the occurrence of such event.

(C) The Company or any Subsidiary may, by notice to the Selected Participant and subject to any rules as the Board may adopt, require that the Selected Participant pay at the time of the Award an amount estimated by the Company or any Subsidiary to cover all or a portion of the tax and/or social security contributions attributable to or payable in connection with the Award.

13 REORGANIZATION OF CAPITAL STRUCTURE

In the event of any alteration in the capital structure of the Company whilst any Award remains exercisable, whether by way of capitalization of profits or reserves, rights issue, consolidation, subdivision or reduction of the share capital of the Company in accordance with applicable laws and regulatory requirements, such corresponding adjustments (if any) shall be made to the number of H Shares subject to the Scheme or any Awards granted (insofar as it is/they are unvested), and/or the Grant Consideration (if any), which should give a Selected Participant the same proportion of the equity capital, rounded to the nearest whole share, as that to which that Selected Participant was previously entitled, and an independent financial adviser or the auditors shall certify in writing to the Board that the adjustments satisfy the requirements set out under the note to Rule 17.03(13) of the Listing Rules, provided that no such adjustment shall be made the effect of which would be to enable any H Share to be issued at less than its nominal value. The issue of H Shares or other securities of the Group as consideration in a transaction shall not be regarded as a circumstance requiring any such adjustment. Any such adjustment shall be in compliance with the Listing Rules and such applicable rules, codes, guidance notes and/or interpretation of the Listing Rules from time to time promulgated by the Stock Exchange.

Subject to the above principals, the methods of adjustment are set out as below:

(i) In the case of a capitalisation of profits or reserve and rights issue:

New Number of Awards = Existing Number of Awards x F

F = CUM / TEEP

CUM = Closing price as shown in the daily quotation sheet of the Stock Exchange on the last day of trading before going ex-entitlement

TEEP (theoretical ex-entitlement price) = (CUM + (M × R)) / (1 + M)

M = entitlement per existing Share

R = Grant Consideration (if any)

(ii) In the case of a consolidation, subdivision or reduction of share capital:

New Number of Awards = Existing Number of Awards x F

Where F = subdivision or consolidation or reduction factor

14 MISCELLANEOUS

(A) The Scheme shall not form part of any contract of employment between the Company or any Subsidiary and any Participant, and the rights and obligations of any Participant under the terms of his office and/or employment shall not be affected by his participation in the Scheme or any right which he may have to participate in it and the Scheme shall afford such Participant no additional rights to compensation or damages in consequence of the termination of such office and/or employment for any reason. The Company shall bear the costs of establishing and administering the Scheme, including, for the avoidance of doubt, costs arising from communication as referred to in Paragraph 14(D), expenses, stamp duty, transaction levies and normal registration fees incurred in

the purchase of H Shares by the Trustee and the transfer of Awarded Shares to Selected Participants on the relevant Vesting Date; PROVIDED THAT, in respect of any gift, assignment, conveyance or transfer of H Shares to the Trust, any tax or expenses of such other nature (including without limitation the stamp duty) payable shall be borne by the relevant party gifting, assigning, conveying or transferring such H Shares to the Trust. For the avoidance of doubt, the Company shall not be liable for any tax or expenses of such other nature payable on the part of any Participant in respect of any sale, purchase, vesting or transfer of H Shares.

(B) In the event that any tax, duty, levy or social security contribution in any jurisdiction is payable by any Selected Participant in connection with the grant of any Award or the vesting (or otherwise the transfer) of any RSUs, such Selected Participant shall be responsible for the prompt payment of such tax, duty, levy or social security contribution (as the case may be) and shall indemnify the Company and the Trustee against any loss, damage, liability, costs and expenses arising from or in connection with any default or delay in the payment thereof.

(C) Any notice or other communication between the Company and any Participant may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its head office or such other address as notified to the Participant from time to time, and in the case of a Participant, his address as notified to the Company from time to time; or through electronic means. 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.

(D) The Company, the Board, the Trust and the Trustee shall not be responsible for any failure by any Participant to obtain any consent or approval required for such Participant to participate in the Scheme as a Selected Participant or for any tax, duty, expenses, fees or any other liability to which he may become subject as a result of his participation in the Scheme.

(E) Each and every provision hereof shall be treated as a separate provision and shall be severally enforceable as such. To the extent that any provision or provisions are unenforceable they shall be deemed to be deleted from these rules of the Scheme, and any such deletion shall not affect the enforceability of the rules of the Scheme as remain not so deleted.

(F) For the avoidance of doubt, a contribution of H Shares by way of gift, assignment, conveyance or transfer by any party to the Trust does not confer on such party any power, right or interest in respect of the Trust or any part of the Trust Fund; PROVIDED THAT should any such party be a Selected Participant, any power, right or interest conferred on such party in the capacity of a Selected Participant shall be unaffected.

15 GOVERNING LAW

(A) The Scheme shall operate subject to the Articles of Association of the Company and any applicable law and regulations to which the Company is subject.

(B) The Scheme is governed by and shall be construed in accordance with the laws of Hong Kong.

(C) Hong Kong courts shall be the exclusive venue for resolving dispute relating to or arising from the Scheme.

16 DISCLOSURE RIGHTS

(A) Notwithstanding anything to the contrary contained in the Scheme, the Trustee shall, in furtherance of the Trustee's obligation under or pursuant to FATCA, IRO or CRS or any analogous law, regulation, rule, ordinance or treaty (collectively "**Compliance Laws**") and such other obligations and duties as required by any taxation or government authorities anywhere in the world howsoever and wheresoever arising and whether legally enforceable or not (collectively "**Compliance Obligations**") as the Trustee may in its absolute discretion deem necessary, have the power to:

(i) keep information relating to the identity, citizenship and tax residence and status and such other necessary information (as required under the Compliance Laws or by any taxation or government authorities) of the Company, the Participants or other Controlling Person (as such term is defined under the relevant Compliance Laws, the "**Controlling Person**") for the purpose of compliance with such Compliance Obligations; and

(ii) disclose or report such information referred to in paragraph (i) above to any relevant government or tax authority or third party financial institution in any jurisdiction for any purpose as such government or tax authority or third party financial institution may deem appropriate in the circumstances at their discretion.

(B) Notwithstanding anything to the contrary contained in the Scheme, in the absence of willful misconduct, gross negligence or fraud, the Trustee shall not be liable for any penalty or withholding imposed under the Compliance Laws and all local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, treaty, agreement with or demands or request by such authorities resulting from the reporting of incomplete or incorrect information, or the failure to report such information and the Company shall indemnify the Trustee on a full indemnity basis against any such penalty or withholding.

(C) Each Selected Participant shall, upon requested by the Company or the Trustee from time to time, promptly provide to the Company and/or the Trustee such information, documents and declaration as the Company or the Trustee may reasonably require for the purpose of complying with the Compliance Laws and the Compliance Obligations. Each Selected Participant shall notify the Company and the Trustee promptly in writing of any change in such information previously provided.

Appendix 1

GRANT NOTICE

[Letterhead of Medtide]

PRIVATE AND CONFIDENTIAL

[*Date*]

[*Name and address of Participant*]

Dear Sir,

2026 Medtide RSU Scheme adopted on [*date*], 2026

Grant Notice

We refer to the 2026 Medtide RSU Scheme adopted by the Company on [*date*], 2026. Except as otherwise defined, capitalized terms used herein shall have the same meaning as defined in the rules of the RSU Scheme (the "**Scheme Rules**").

We are pleased to inform you that the board of directors of the Company (the "**Board**") decided on [●] to grant you [●] RSUs, representing the same number of Awarded Shares or their equivalent Actual Selling Price (the "**Cash Award**")] [at no consideration]/[at consideration of [●] per Awarded Share (total [●]) (the "**Grant Consideration**")] under the RSU Scheme. These RSUs are being granted to you on and subject to the terms and conditions of the RSU Scheme, including, without limitation, the vesting conditions set out in the Scheme Rules [and the vesting conditions set out below], which provide that the RSUs being granted to you will, subject to your acceptance, become vested in you in the proportion and on the dates as follows:

[*insert vesting schedule from Scheme Rules or as determined by the Board (if any)*]

[The grant is also being made subject to the following requirements and vesting conditions (if any):

[*You pay the full amount of the Grant Consideration in cleared funds to Company within [●] Business Days after the date of this notice.*

Insert any additional requirements and any vesting Conditions]

The grant of the RSUs to you referred to above will only be effective if you sign and return the attached acceptance form to us within 5 Business Days after the date of this notice and, if applicable, pay the Grant Consideration in full in such manner as indicated above. If you fail to complete any of the said matters, the grant of the RSUs to you referred to above will lapse and other than the right to demand the Company to refund the full amount of any paid Grant Consideration (regardless of whether such paid Grant Consideration or any part thereof was paid by the Company to and accepted by the Trustee as Contributed Amount(s)), you will not have any right or claim against the Company, any other member of the Group, the Board, the Trust or the Trustee or with respect to the paid Grant Consideration or those or any other Awarded Shares or any right thereto or interest therein in any way.

FOR US PARTICIPANTS ONLY: You acknowledge receipt of, and understand and agree to,

this Grant Notice and the Scheme. As of the grant date, this Grant Notice and the Scheme set forth the entire understanding between you and the Company regarding the RSU and supersede all prior oral and written agreements with respect to the RSU. By accepting the RSU, you consent to receive documents governing the RSU by electronic delivery and to participate in the Scheme through an on-line or electronic system established and maintained by the Company or another third party designated by the Company from time to time.

Yours faithfully,

For and on behalf of
the Board of
Medtide Inc.

_____
Name:
Position:

Copy: The Trustee
[*Insert name of the Trustee*]

To: The Board of
Medtide Inc.

Copy: The Trustee
[*Insert name of the Trustee*]

Acceptance Form

I, _____ (holder of [*insert description of identity document*] numbered [*insert number*]), confirm my acceptance of the RSUs being granted to me by the Board on behalf of the Company. I agree and accept that such RSUs are being granted to me on and subject to the terms and conditions of the Scheme and the Grant Notice and I agree to be bound by those terms and conditions and the Scheme Rules.

_____

Date:

Appendix 2

VESTING NOTICE

[Letterhead of Medtide]

PRIVATE AND CONFIDENTIAL

[Date]

[Name and address of Selected Participant]

Dear Sirs,

2026 Medtide RSU Scheme adopted on [*date*], 2026

Vesting Notice

We refer to the 2026 Medtide RSU Scheme adopted by the Company on [*date*], 2026. Except as otherwise defined, capitalized terms used herein shall have the same meaning as defined in the rules of the RSU Scheme (the "**Scheme Rules**").

In accordance with the vesting conditions and all other requirements set out in the Grant Notice, [*insert number*] RSUs representing the same number of Awarded Shares (the **Vesting Shares**) or their equivalent Actual Selling Price (the "**Cash Award**") granted to and accepted by you and currently being held by the Trustee under the Trust will become vested in you on [*insert date*] (the "**Vesting Date**"), subject to [you remaining a Participant on such date] [and all of the other conditions set out in the Grant Notice being satisfied].

The RSUs will only vest in you if you complete, sign and return the attached reply slip to us not later than [*insert date*] (being 10 Business Days before the Vesting Date). If you fail to do this, the RSUs will lapse in accordance with the terms of the Scheme Rules and you will not have any right or claim against the Company, any other member of the Group, the Board, the Trust or the Trustee or with respect to those RSUs or underlying Vesting Shares/ Cash Award or any right thereto or interest therein in any way.

Yours faithfully,

For and on behalf of
the Board of
Medtide Inc.

_____

Name:
Position:

Copy: The Trustee
[*Insert name of the Trustee*]

To: The Board of
Medtide Inc.

Copy: The Trustee
[*Insert name of the Trustee*]

Reply Slip

I, _____ (holder of [*insert description of identity document*] numbered [*insert number*]), hereby authorize you to instruct the Trustee to procure the transfer of the Vesting Shares/ Cash Award referred to in the above Grant Notice to me by depositing them into the following securities account/bank account on the Vesting Date:

For Vesting Shares

Name of custodian/broker:	
CCASS No. of custodian/broker:	
Contact Person of custodian/broker:	
Telephone number of custodian/broker:	
Account Name: *(Note: The Account must be in the sole name of the Selected Participant)*	
Account Number:	

[For Cash Award]

Name of designated bank:	
Account Name: *(Note: The Account must be in the sole name of the Selected Participant)*	
Account Number:	

Signed by the Selected Participant

Name:

Selected Participant's Signature verified by the Company

Name:
Authorized Signatory of the Company