



Bairong Inc.

百融雲創

(A company controlled through weighted voting rights and incorporated in the Cayman Islands with limited liability)

(Stock Code: 6608)

**RULES RELATING TO
THE 2024 SHARE SCHEME**

Adopted on June 21, 2024 pursuant to an ordinary resolution passed by the Shareholders at the annual general meeting held on June 21, 2024.

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	3
2.	CONDITIONS AND DURATION.....	8
3.	PURPOSES	8
4.	ELIGIBLE PARTICIPANTS AND BASIS OF ELIGIBILITY.....	9
5.	SCHEME LIMITS.....	10
6.	ADMINISTRATION.....	11
7.	GRANT OF AWARDS	13
8.	LIMITS ON GRANT OF AWARDS	14
9.	AWARD LETTER.....	16
10.	VESTING OF AWARDS	17
11.	PERFORMANCE TARGETS	18
12.	EVENTS AFTER VESTING DATE	19
13.	TAXATION	20
14.	VOTING AND DIVIDEND RIGHTS	21
15.	CANCELLATION OF AWARDS	21
16.	CLAWBACK MECHANISM	21
17.	TRANSFERABILITY	22
18.	LAPSE OF AWARDS.....	22
19.	ALTERATIONS IN SHARE CAPITAL	23
20.	CHANGE OF CONTROL.....	24
21.	AMENDMENT OF SCHEME OR TERMS OF THE AWARDS	24
22.	TERMINATION	25
23.	MISCELLANEOUS	25
24.	GOVERNING LAW AND THIRD-PARTY RIGHTS	28

1. DEFINITIONS AND INTERPRETATION

1.1 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 equal to the actual price at which Award Shares are sold (net of brokerage, Stock Exchange trading fee, SFC transaction levy, Accounting and Financial Reporting Council transaction levy and any other applicable costs) in the circumstances contemplated in Rules 12.3 or 12.4;
“Adoption Date”	the date on which the Scheme is first approved by the Shareholders;
“Articles”	the articles of association of the Company, as amended from time to time;
“associate(s)”	shall have the meaning ascribed to it under the Listing Rules;
“Award(s)”	an award, which may take the form of a Share Option or a Share Award, granted under the Scheme by the Board or the Scheme Administrator to a Grantee in accordance with the Scheme Rules;
“Award Cash”	in respect of a Grantee, such amount of cash from the sale of Award Shares awarded to him after deduction or withholding of any tax (if applicable), fees, levies, stamp duty and other charges in connection with the sale of Award Shares;
“Award Interest(s)”	in respect of an Award taking the form of a Share Award, the Award Shares and/or Award Cash, and the Related Income (if any) under the Award, and in respect of an Award taking the form of a Share Option, the Share Option;
“Award Letter”	shall have the meaning set out in Rule 9.1;
“Award Share(s)”	new Class B Share(s) underlying an Award;
“Board”	the board of directors of the Company;
“Business Day”	any day on which the Stock Exchange is open for the business of dealing in securities;
“chief executive”	shall have the meaning ascribed to it under the Listing Rules;

“Class A Share(s)”	class A ordinary share(s) in the share capital of the Company with a par value of US\$0.00002 each, conferring weighted voting rights in the Company such that a holder of a Class A Share is entitled to ten votes per share on any resolution tabled at the Company’s general meetings, save for resolutions with respect to (a) any amendment to the memorandum of association of our Company (as amended from time to time) or the Articles, including the variation of the rights attached to any class of shares; (b) the appointment, election or removal of any independent non-executive Director; (c) the appointment or removal of the Company’s auditors; and (d) the voluntary liquidation or winding-up of the Company, in which case they shall be entitled to one vote per share;
“Class B Share(s)”	class B ordinary share(s) in the share capital of our Company with a par value of US\$0.00002 each, conferring a holder of a Class B Share one vote per share on any resolution tabled at the Company’s general meetings;
“close associate(s)”	shall have the meaning ascribed to it under the Listing Rules;
“Company”	Bairong Inc., a company controlled through weighted voting rights and incorporated in the Cayman Islands with limited liability;
“connected person(s)”	shall have the meaning ascribed to it under the Listing Rules;
“Director(s)”	the director(s) of the Company;
“Eligible Participant(s)”	any individual being an Employee Participant, a Related Entity Participant or a Service Provider Participant at any time during the duration of the Scheme; Rule 17.03 A(1)
“Employee Participant(s)”	director(s) and employee(s) (including full-time and part-time employees) of the Group (including persons who are granted Awards as an inducement to enter into employment contracts with these companies); Rule 17.01A; Rule 17.03 A(1)(a)
“Excluded Participant(s)”	any Eligible Participant who is resident in a place where the grant of an Award and/or the vesting and transfer of the Award Interests pursuant to the Scheme Rules 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 Eligible Participant;
“Exercise Period”	in respect of any Award, the period during which the Grantee may exercise the Award;
“Exercise Price”	the price per Class B Share at which a Grantee may subscribe for Class B Shares upon the exercise of a Share Option;

“Grant Date”	the date (which shall be a Business Day) on which the grant of an Award is made to a Grantee;	
“Grantee”	any Eligible Participant approved for participation in the Scheme and who has been granted any Award pursuant to Rule 4 and 7.1 (or his/her legal personal representative or lawful successor as the case may be);	
“Group”	the Company and its subsidiaries from time to time, and “member of the Group” means any or a specific one of them;	
“holding company(ies)”	shall have the meaning ascribed to it under the Listing Rules;	
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;	
“Issue Price”	in respect of Share Award, the price per Class B Share a Grantee is required to pay to subscribe for the Award Shares;	
“Listing Committee”	the Listing Committee of the Stock Exchange;	
“Listing Rules”	The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;	
“personal data”	shall have the meaning set out in the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) including any statutory modification or re-enactment for the time being in force;	
“Related Entity(ies)”	a holding company of the Company, subsidiaries of the holding company other than members of the Group and associated companies of the Company;	Rule 17.01A; Rule 17.03 A(1)(b)
“Related Entity Participant(s)”	directors and employees of the Related Entities;	
“Related Income”	any cash dividends or other distributions declared and paid in respect of Award Shares;	
“Scheme”	this 2024 Share Scheme constituted by the rules hereof, in its present form or as amended from time to time;	
“Scheme Administrator”	any committee of the Board or other persons to whom the Board has delegated its authority to administer the Scheme in accordance with Rule 6.2;	
“Scheme Mandate Limit”	shall have the meaning set out in Rule 5.1;	
“Scheme Period”	the period of ten (10) years commencing on the Adoption Date and ending on the tenth anniversary of the Adoption Date;	Rule 17.03(11)

“Scheme Rules”	the rules relating to the Scheme as amended from time to time;	
“Service Provider Participant(s)”	persons (natural person or corporate entity) who provide service to the Group in relation to the Group’s model as a service (MaaS) and business as a service (BaaS) business operations on a continuing and recurring basis in the ordinary course of business of the Group which are in the interest of the long-term growth of the Group, including: (a) suppliers who supply the Group with technical or technology services, with which the Group would consider important to maintain a close business relationship on an ongoing basis for the operations and growth of the Group; (b) consultants or advisors, who provide consultancy or advisory services to the Group in relation to research and development, industry research, corporate governance and business administration, strategic planning and business expansion, government relations, etc., where the continuity and frequency of their services are akin to those of employees; or (c) business partners or joint venture business partners who are, or are anticipated to be, significant to the Group’s technical and technological development in relation to artificial intelligence (AI), software as a service (SaaS), and other areas important to the business and operations of the Group, excluding (i) placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions, or (ii) professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity;	Rule 17.01A; Rule 17.03 A(1)(c)
“Service Provider Sublimit”	shall have the meaning set out in Rule 5.2;	
“SFC”	the Securities and Futures Commission of Hong Kong;	
“Shareholder(s)”	holder(s) of Shares;	
“Share(s)”	the Class A Shares and Class B Shares in the share capital of the Company;	
“Share Award”	shall have the meaning set out in Rule 7.2(a);	
“Share Option”	shall have the meaning set out in Rule 7.2(b);	
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;	

“subsidiary(ies)”	shall have the meaning ascribed to it under the Listing Rules;
“Taxes”	shall have the meaning set out in Rule 13;
“Treasury Shares”	shall have the meaning ascribed to it under the Listing Rules;
“Trust”	any trust or similar arrangement established for the purposes of implementing and administering the Scheme;
“Trust Deed”	the deed constituting and/or governing any Trust or such other governing documents or custodian arrangements entered into between the Company and any Trustee, as the Board or the Scheme Administrator considers appropriate;
“Trustee”	the trustee as appointed under the Trust Deed to act as trustee of the Trust, and any additional or replacement trustees, being the trustee or trustees for the time being of the trusts declared in the Trust Deed, or such other person(s) who for the time being is duly appointed to be the trustee(s) of the Trust;
“Vesting Date”	in respect of a Grantee, the date or dates on which his/her entitlement to the Award Interest is vested in such Grantee in accordance with Rule 10.1 and the Scheme Rules;
“Vesting Period”	the period commencing on the Grant Date and ending on the Vesting Date;
“weighted voting rights”	shall have the meaning ascribed to it under the Listing Rules;
“%”	per cent.

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

- (a) 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;
- (b) references to Rules are to rules of the Scheme Rules;
- (c) references to times of the day are to Hong Kong time;
- (d) if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;
- (e) a reference to “dollars” or to “\$” shall be construed as a reference to the lawful currency for the time being of Hong Kong;
- (f) a reference to statutes, statutory provisions or the Listing Rules shall be construed as references to those statutes, provisions or rules as respectively amended or re-enacted and shall include any orders, regulations, instruments, subsidiary legislations, other subordinate legislations or practice notes under the relevant statutes, provisions or Listing Rules;

- (g) unless otherwise indicated, the Board can make determinations in its absolute discretion and if the Board delegates its authority to administer the Scheme to a Scheme Administrator, such Scheme Administrator shall enjoy the same absolute discretion;
- (h) a reference to “**include**”, “**includes**” and “**including**” shall be deemed to be followed by the words “**without limitation**”;
- (i) expressions in the singular shall include the plural and vice versa;
- (j) expressions in any gender shall include other genders;
- (k) references to any statutory body shall include the successor thereof and any body established to replace or assume the functions of the same;
- (l) references to persons shall include individuals, bodies corporate, corporations, partnerships, limited partnerships, sole proprietorships, associations, organisations, limited liability companies, firms, trusts, estates, enterprises, branches and entities of any other kind;
- (m) references to new Class B Shares shall include Class B Shares that are held as Treasury Shares; and
- (n) references to allot, allotment or issue of any Class B Shares or Award Shares shall include sale or transfer of Class B Shares out of treasury that are held as Treasury Shares.

2. CONDITIONS AND DURATION

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

- (a) the passing of a resolution by the Shareholders to approve the adoption of the Scheme; and
- (b) the Listing Committee granting approval for the listing of, and permission to deal in, the Class B Shares to be allotted and issued pursuant to the Scheme.

2.2 Subject to Rule 22, the Scheme shall be valid and effective for the Scheme Period, after which no further Awards will be granted under the Scheme, and thereafter for so long as there are any unvested Awards granted prior to the expiration of the Scheme Period, in order to give effect to the vesting of such Awards or otherwise as may be required in accordance with the provisions of the Scheme Rules.

3. PURPOSES

3.1 The purposes of the Scheme are:

- (a) to provide Eligible Participants with the opportunity to acquire proprietary interests in the Company and to encourage the Eligible Participants to work towards enhancing the value of the Company and the Shares for the benefit of the Company and the Shareholders as a whole;

Rule
17.03(1)

- (b) to encourage and retain Eligible Participants and attract talents to make contributions to the long-term development goals of the Group; and
- (c) to provide the Company with a flexible means of retaining, incentivising, rewarding, remunerating, compensating and/or providing benefits to Eligible Participants.

3.2 These rules serve to set out the terms and conditions upon which the incentive arrangement for the Eligible Participants shall operate.

4. ELIGIBLE PARTICIPANTS AND BASIS OF ELIGIBILITY

Rule
17.03(2)

- 4.1 The Eligible Participants are the Employee Participants, the Related Entity Participants and the Service Provider Participants.
- 4.2 The Board or the Scheme Administrator may from time to time, at its sole and absolute discretion, select any Eligible Participant (other than any Excluded Participant) for participation in the Scheme. The eligibility of any of the Eligible Participants shall be determined by the Board or the Scheme Administrator, from time to time, on the basis of the Board's or the Scheme Administrator's opinion as to the Eligible Participant's contribution to the development and growth of the Group.
- 4.3 Whether Awards are to be granted to any Eligible Participant, the Board or the Scheme Administrator shall take into account various factors, including but not limited to, the nature and extent of contributions provided by such Eligible Participant to the Group, the service period and/or the special skills or technical knowledge possessed by them which is beneficial to the continuing development of the Group, the positive impacts which such Eligible Participant has brought to the Group's business and development and whether granting Awards to such Eligible Participant is an appropriate incentive to motivate such Eligible Participant to continue to contribute towards the betterment of the Group.
- 4.4 In assessing the eligibility of Employee Participant(s), the Board or the Scheme Administrator will consider all relevant factors as appropriate, including, among others:
 - (a) time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; and
 - (b) length of engagement with the Group.
- 4.5 In assessing the eligibility of Related Entity Participant(s), the Board or the Scheme Administrator will consider all relevant factors as appropriate, including, among others:
 - (a) the contributions to the returns and benefits of the Group's investment and/or interest in the Related Entity;
 - (b) the business synergy and opportunities brought by them to the Group and/or the Related Entity; and
 - (c) whether they should be rewarded to further motivate their performances for the benefit of the Group and/or the Related Entity.

4.6 In assessing the eligibility of Service Provider Participant(s), the Board or the Scheme Administrator will consider all relevant factors as appropriate, on a case-by-cases basis based on qualitative and quantitative performance indicators, including, among others: Rule 17.03A (2)

- (a) the length of business relationship with the Group;
- (b) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily substituted by third parties);
- (c) the track record in the quality of services provided to and/or cooperation with the Group; and
- (d) the scale of business dealing with the Group with regards to factors such as the actual or expected change in the Group's business or financial performance which is or may be attributable to them.

4.7 In assessing whether a service provider provides services to the Group on a continuing and recurring basis, the Board or the Scheme Administrator will take into account all relevant factors as appropriate, including, among others: Rule 17.03A(1) (c)

- (a) the length and type of services provided to the Group in the past twelve (12) months, and the recurrence and regularity of such services;
- (b) the period of engagement of the Service Provider;
- (c) how the selection metrics benchmark against comparable metrics used to determine other eligible participants who have been granted awards under the Company's share incentive plans;
- (d) the Group's objectives in engaging the service provider and how granting awards to the service provider would align with the purpose of the Scheme or benefit the Group; and
- (e) the remuneration packages of comparable listed peers with respect to similar service providers, if any, based on available industry information.

In assessing whether a service provider provides services to the Group in the Company's ordinary and usual course of business, the Board or the Scheme Administrator will take into account factors such as: the nature of the services provided to the Group by the service provider, and whether such services form part of or are directly ancillary to the businesses conducted by the Group, as disclosed in the Company's financial reports from time to time.

5. SCHEME LIMITS

5.1 The total number of Class B Shares which may be issued pursuant to all Awards together with the number of Class B Shares which may be issued under any other share schemes of the Company shall be not more than 10% of the Shares in issue (excluding any Treasury Shares) as at the Adoption Date (the "**Scheme Mandate Limit**"). Rule 17.10
Rule 17.03(3);
Rule 17.03B(1)

- 5.2 Within the Scheme Mandate Limit, the total number of Class B Shares which may be issued pursuant to all Awards together with the number of Class B Shares which may be issued under any other share scheme of the Company, all of which to be granted to Service Provider Participants shall be not more than 1% of the Shares in issue (excluding any Treasury Shares) as at the Adoption Date (the “**Service Provider Sublimit**”). Rule 17.03B(2)
- 5.3 For the avoidance of doubt, Awards that have lapsed in accordance with the Scheme Rules shall not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit. Rule 17.03B (2) Note (1)
- 5.4 The Company may refresh the Scheme Mandate Limit and/or the Service Provider Sublimit: Rule 17.03C(1)
- (a) from the later of three (3) years after the Adoption Date or three (3) years after the date of the previous Shareholders’ approval for refreshment of the Scheme Mandate Limit or Service Provider Sublimit (as the case may be) pursuant to this Rule 5.4, with the prior approval of Shareholders in general meeting by way of ordinary resolution; or
 - (b) at any time, with the prior approval of the Shareholders in general meeting and subject to compliance with any additional requirements set out in the Listing Rules.
- 5.5 The Scheme Mandate Limit as refreshed pursuant to Rule 5.4 shall not exceed 10% of the Shares in issue (excluding any Treasury Shares) as at the date of the approval to refresh the Scheme Mandate Limit by the Shareholders in general meeting. Awards already granted under the Scheme and any other share schemes of the Company (including those exercised, outstanding, cancelled or lapsed in accordance with its terms) shall not be counted for the purpose of calculating the number of Class B Shares that may be issued under the Scheme Mandate Limit as refreshed. Rule 17.03C(2)
- 5.6 The Service Provider Sublimit as refreshed pursuant to Rule 5.4 shall not exceed 1% of the Shares in issue (excluding any Treasury Shares) as at the date of the approval to refresh the Service Provider Sublimit by the Shareholders in general meeting. Awards already granted under the Scheme and any other share schemes of the Company (including those exercised, outstanding, cancelled or lapsed in accordance with its terms) shall not be counted for the purpose of calculating the number of Class B Shares that may be issued under the Service Provider Sublimit as refreshed. Rule 17.03C(2)
- 5.7 The Company may seek separate approval of the Shareholders in general meeting to grant Awards beyond the Scheme Mandate Limit to Eligible Participants specifically identified by the Company, subject to compliance with the requirements set out in the Listing Rules. Rule 17.03C(3)

6. ADMINISTRATION

- 6.1 The Board shall be responsible and have full authority for administering the Scheme in accordance with the Scheme Rules.
- 6.2 The authority to administer the Scheme may be delegated by the Board to the Scheme Administrator, including its powers to offer or grant Awards and to determine the terms and conditions of such Awards, provided that nothing in this Rule 6.2 shall prejudice the Board’s power to revoke such delegation at any time or derogate from the authority rested with the Board as set out in Rule 6.1.

- 6.3 Decisions of the Board or the Scheme Administrator in relation to the operation of the Scheme or interpretation of the Scheme Rules shall be final and binding on all parties.
- 6.4 The Board or the Scheme Administrator may from time to time appoint one or more administrators, who may be independent third-party contractors, to assist in the administration of the Scheme, to whom they may delegate such functions relating to the administration of the Scheme as they may think fit. The duration of office, terms of reference and remuneration (if any) of such administrators shall be determined by the Board or the Scheme Administrator.
- 6.5 Subject to the Scheme Rules and any applicable laws, rules and regulations, the Board or the Scheme Administrator shall have, without limitation, the power from time to time to:
- (a) construe and interpret the Scheme Rules and the terms of the Awards granted from time to time;
 - (b) the day-to-day administration of the Scheme;
 - (c) make or vary such arrangements, guidelines, procedures and/or regulations for the administration, interpretation, implementation and operation of the Scheme, provided that they are not inconsistent with the Scheme Rules;
 - (d) grant Awards to those Eligible Participants whom they shall select from time to time;
 - (e) determine the terms and conditions of Awards granted under the Scheme including but not limited to number of Awards, Issue Price, Exercise Price, Vesting Date, vesting criteria, performance targets, clawback arrangements and other conditions;
 - (f) approve the form of Award Letters;
 - (g) decide how the vesting of the Award Shares will be settled pursuant to Rule 10;
 - (h) make such appropriate and equitable adjustments to the terms of Awards granted under the Scheme as they deem necessary;
 - (i) exercise any powers which may be conferred by Shareholders from time to time;
 - (j) determine the commencement or termination date of an Eligible Participant's or Grantee's employment with any member of the Group; and
 - (k) take such other steps or actions as they deem necessary or prudent to give effect to the terms and intent of the Scheme Rules and/or Awards.
- 6.6 None of the Directors or any Scheme Administrator shall be personally liable by reason of any contract or other instrument executed by him/her, or on his/her behalf or for any mistake of judgment made in good faith, for the purposes of the Scheme, and the Company shall indemnify and keep each member of the Board and the Scheme Administrator indemnified from and against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising from and/or incidental to any act or omission to act in connection with the Scheme unless arising from and/or incidental to such person's wilful default, gross negligence, fraud or bad faith.

6.7 In respect of the administration of the Scheme, the Company shall comply with all applicable Shareholders' approval, announcement, circular and reporting requirements imposed by the Listing Rules.

6.8 The Company may establish a Trust and appoint a Trustee to hold Class B Shares and other trust property under the Trust for the purposes of implementing and administering the Scheme. The administration and operation of the Trust shall be governed by the Trust Deed. Unless otherwise agreed between the Company and any Trustee, the Board or the Scheme Administrator shall act on behalf of the Company to give instructions to and direct the Trustee. The Company may issue and allot to the Trustee, on terms and at Issue Prices (including at par value) as shall be determined by the Board or the Scheme Administrator, the relevant number of Class B Shares issuable in respect of any Awards, to be held by the Trustee on the terms of the Trust Deed and reserved for specified Eligible Participants. A Trustee shall not exercise any voting rights in respect of any unvested Shares held by it, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.

Rule
17.05A

7. GRANT OF AWARDS

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

7.2 An Award may be in the form of:

- (a) an award which vests in the form of the right to subscribe for and/or be issued such number of Class B Shares as the Board or the Scheme Administrator may determine at the Issue Price in accordance with the terms of the Scheme Rules (a "**Share Award**"); or
- (b) an award which vests in the form of the right to subscribe for such number of Class B Shares as the Board or the Scheme Administrator may determine during the Exercise Period at the Exercise Price in accordance with the terms of the Scheme Rules (a "**Share Option**").

7.3 The Board or the Scheme Administrator may determine at its sole and absolute discretion the amount (if any) payable on application or acceptance of an Award and the period within which any such payments must or may be made or loans for such purposes must be repaid, the amounts (if any) and periods of which shall be set out in the Award Letter. For the avoidance of doubt, the Board or the Scheme Administrator may determine such amount to be nil.

Rule
17.03(8)

7.4 The Issue Price shall be such price as determined by the Board or the Scheme Administrator, at sole and absolute discretion, on an individual basis and notified to the Grantee in the Award Letter. For the avoidance of doubt, the Board or the Scheme Administrator may determine the Issue Price to be nil.

Rule
17.03(9)

7.5 For Share Awards, the Board or Scheme Administrator may determine that Award Interests may be granted in the form of Award Shares, Award Cash or in the combination thereof. The Board or the Scheme Administrator may also grant the Related Income of the Award Interests in such amount or to such extent as the Board or the Scheme Administrator determines.

7.6 For Share Options, the Board or the Scheme Administrator shall determine and notify the Grantee in the Award Letter:

- (a) the Exercise Price for such Share Options, provided that the Exercise Price shall in any event be no less than the higher of:
 - (i) the closing price of the Class B Shares as stated in the daily quotations sheets issued by the Stock Exchange on the Grant Date;
 - (ii) the average closing price of the Class B Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five (5) Business Days immediately preceding the Grant Date;
 - (iii) the nominal value of the Class B Shares; and
- (b) the Exercise Period for such Share Options, provided that the Exercise Period shall in any event be not longer than ten (10) years from the Grant Date. A Share Option shall lapse automatically and shall not be exercisable (to the extent not already exercised) on the expiry of the tenth anniversary from the Grant Date.

8. LIMITS ON GRANT OF AWARDS

8.1 Unless approved by the Shareholders in the manner set out in this Rule 8.1, the total number of Class B Shares issued and to be issued in respect of Awards granted and to be granted under the Scheme and any other share schemes of the Company to each Eligible Participant (including both exercised and outstanding Options) in any 12-month period up to and including the Grant Date shall not exceed 1% of the total number of Shares in issue (excluding any Treasury Shares). Any further grant of Awards to an Eligible Participant which would exceed this limit shall be subject to separate approval of the Shareholders in general meeting with the relevant Eligible Participant and their close associates (or associates if the Eligible Participant is a connected person) abstaining from voting. A circular shall be sent to the Shareholders disclosing the information required to be disclosed under the Listing Rules. The number and terms of the Awards to be granted to such Eligible Participant shall be fixed before the Shareholders' approval is sought. For any Share Options to be granted in such circumstances, the Grant Date shall be the date of Board meeting for proposing such grant for the purpose of calculating the Exercise Price.

8.2 Any grant of Awards to any Director or chief executive of the Company shall be subject to the prior approval from the remuneration committee of the Board (excluding any member who is the proposed grantee).

8.3 Any grants of Awards to a director who is a beneficiary of weighted voting rights shall be subject to the recommendation of the corporate governance committee of the Company, who shall review and monitor the management of conflicts of interests and make a recommendation to the Board on any matter where there is a potential conflict of interest between the Company, a subsidiary and/or the Shareholders on one hand and any beneficiary of weighted voting rights on the other.

8.4 Any grant of Awards to any Director, chief executive or substantial Shareholder of the Company, or any of their respective associates, shall be subject to the approval of the independent non-executive Directors (excluding any independent non-executive Director who is the proposed grantee). Further:

Rule
17.04(1)

- (a) where any grant of Share Awards (but not Share Options) to any Director (other than an independent non-executive Director) or chief executive of the Company, or any of their respective associates, would result in the Class B Shares issued and to be issued in respect of all share awards granted (excluding any share awards lapsed in accordance with the terms of the 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 any Treasury Shares);
- (b) where any grant of Awards to an independent non-executive Director or substantial Shareholder, or any of their respective associates, would result in the number of Class B Shares issued and to be issued in respect of all Awards granted (excluding any Awards lapsed in accordance with the terms of the 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 any Treasury Shares); or
- (c) where the Class B Shares issued and to be issued under all Awards granted to an individual grantee (excluding Awards lapsed under the Scheme) within any 12-month period (including the date of the latest grant) represent in aggregate over 1% of the Shares in issue (excluding any Treasury Shares),

Rule
17.04(2)

Rule
17.04(3)

Rule
17.03D(1)

such further grant of Awards must be approved by the Shareholders in general meeting in the manner required, and subject to the relevant requirements set out in the Listing Rules.

8.5 No Award shall be granted to any Eligible Participant:

- (a) in circumstances prohibited by the Listing Rules or at a time when the relevant Eligible Participant would be prohibited from dealing in the Shares by the Listing Rules (including the Model Code for Securities Transactions by Directors of Listed Issuers, set out in Appendix C3 to the Listing Rules) or by any applicable rules, regulations or law;
- (b) where the Company is in possession of any unpublished inside information in relation to the Company, until (and including) the trading day after such inside information has been announced;
- (c) during the periods commencing 30 days immediately before the earlier of the date of the board meeting for approving the Company's results for any year, half-year, quarterly or any other interim period and the deadline for the Company to announce such results, and ending on (and including) the date of publication of the results announcement, provided that such period will also cover any period of delay in the publication of any results announcement;
- (d) if any member of the Group is required under applicable laws, rules or regulations to issue a prospectus or other offer documents in respect of such grant or the Scheme;

App C3

Rule
17.05

Rule
17.05(1);
Rule
17.05(2);
Rule 17.05
Note

- (e) where such grant or dealing in the Shares in respect of such grant would result in a breach by any member of the Group or any of its directors of any applicable laws, rules, regulations or codes in any jurisdiction from time to time;
- (f) in circumstances where the requisite approval from any applicable governmental or regulatory authority has not been obtained, provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon such approval being obtained;
- (g) in circumstances which would result in a breach of the Scheme Mandate Limit or the Service Provider Sublimit (as the case may be), provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon the Scheme Mandate Limit or the Service Provider Sublimit (as the case may be) being refreshed or approval of the Shareholders being otherwise obtained; or
- (h) where such Award is to a connected person and under the Listing Rules requires the specific approval of Shareholders, until such approval of Shareholders is obtained, provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon such specific Shareholders' approval being obtained,

and any such grant so made (or made without being subject to the necessary conditions contemplated by this Rule 8.5) shall be null and void to the extent (and only to the extent) that it falls within the circumstances described above.

9. AWARD LETTER

- 9.1 After the Board or the Scheme Administrator has decided to make a grant of Awards to any Eligible Participant, the Company or the Scheme Administrator shall, in respect of each Award, on the Grant Date, issue a letter to each Grantee in such form as the Board or the Scheme Administrator may from time to time determine setting out the terms and conditions of the Award (an “**Award Letter**”), which sets out the details of the Awards, including the number of Class B Shares in respect of which the Award relates, the Issue Price or Exercise Price (as applicable), the vesting criteria and conditions, the Vesting Date, any performance targets that must be achieved and any such other details as the Board or the Scheme Administrator may consider necessary, and requires the Grantee to undertake to hold the Award on the terms of the Award Letter and be bound by the provisions of the Scheme Rules.
- 9.2 To the extent that Awards shall be satisfied by way of issue and allotment of new Class B Shares, the grant of such Awards shall be conditional upon the Listing Committee having granted approval, if applicable, for the listing of, and permission to deal in, such Shares and the satisfaction of any other conditions as may be considered necessary or appropriate by the Board or the Scheme Administrator.
- 9.3 Unless otherwise specified in the Award Letter:
 - (a) a Grantee shall have twenty (20) Business Days from the Grant Date to accept the Award. A Grantee may accept an Award by giving written notice of their acceptance to the Company or the Scheme Administrator, together with remittance in favour of the Company of any consideration payable upon acceptance of the Award;

- (b) any Award may be accepted in whole or in part provided that it must be accepted in respect of a board lot for dealing in Shares or a multiple thereof; and
- (c) to the extent that an Award is not accepted within the time and in the manner indicated in this Rule 9.3, it shall be deemed to have been irrevocably declined and shall automatically lapse.

10. VESTING OF AWARDS

- 10.1 Subject to Rules 10.2 to 10.4, the Board or Scheme Administrator may, in respect of each Award and subject to all applicable laws, rules and regulations, determine the applicable Vesting Dates and/or any other criteria and conditions in relation to the vesting of the Award Interests to the Grantee, as it deems appropriate in its sole and absolute discretion. The relevant Vesting Date of any Award and any other criteria or conditions for vesting shall be set out in the Award Letter. Rule 17.03(6)
- 10.2 Subject to Rule 10.3, the Vesting Period in respect of any Award shall be in the range of twelve (12) months to forty-eight (48) months and in any event be not less than twelve (12) months from the Grant Date. Rule 17.03(6); Rule 17.03F
- 10.3 Subject to applicable laws and regulations, the Board or the Scheme Administrator may in its sole and absolute discretion determine that the Awards granted to an Employee Participant may be subject to a Vesting Period of less than twelve (12) months in the following circumstances: FAQ 092-2022
- (a) grants of “make-whole” share awards to an Employee Participant who is a new joiner to replace the share awards he/she has forfeited when leaving the previous employer;
 - (b) grants to an Employee Participant whose employment is terminated due to death or disability or occurrence of any out-of-control event, in which circumstances the vesting of shares awards may accelerate;
 - (c) grant of awards that are subject to performance-based vesting conditions, in lieu of time-based vesting criteria;
 - (d) awards are granted in batches during a year for administrative and compliance reasons, in which case, the vesting period may be shorter to reflect the time from which the awards would have been granted;
 - (e) awards are granted with a mixed or accelerated vesting schedule (such as where the awards may vest evenly over a period of twelve (12) months); and/or
 - (f) awards with a total vesting and holding period of more than twelve (12) months.
- 10.4 If a Vesting Date is not a Business Day, such Vesting Date shall, subject to any trading halt or suspension of dealings in the Shares on the Stock Exchange, be deemed to be the next Business Day immediately thereafter.

11. PERFORMANCE TARGETS

Rule
17.03(7)

11.1 The Board or the Scheme Administrator may, in respect of each Award and subject to all applicable laws, rules and regulations, determine such performance targets or other criteria or conditions for vesting of Awards in its sole and absolute discretion and on a case-by-case basis. Such performance targets, criteria or conditions shall be set out in the Award Letter. The Board or the Scheme Administrator shall not set any performance criteria/targets in the Award Letter in respect of Awards granted to any independent non-executive Director.

11.2 The performance targets refer to any performance measures, or derivations of such performance measures that may be related to the individual Grantee or the Group as a whole, or to a subsidiary, division, department, region, function or business unit of the Company or the relevant Related Entity or the relevant service provider. The Board or the Scheme Administrator shall take into account the following factors in making such determination, including but not limited to:

Rule
17.03(7)

- (a) the contribution of the Eligible Participants to the Group's financial or business performance;
- (b) the individual performance appraisal of the Eligible Participants;
- (c) the key operational/financial metrics of the Group or any line of business, such as retention rate of key clients, client satisfaction, revenues, earnings, cash flows or non-IFRS EBITDA;
- (d) the business goals and future development milestones of the Group or any line of business; and
- (e) any other matters deemed relevant by the Board or the Scheme Administrator.

The Board or the Scheme Administrator shall also establish robust mechanisms to ensure impartial evaluation of such indicators. For the avoidance of doubt, an Award shall not be subject to any performance targets, criteria or conditions if none are set out in the relevant Award Letter.

11.3 The performance targets will be assessed periodically, on an absolute basis or a relative basis (such as relative to a pre-established target, to previous year's results or to a designated comparison group), in each case as specified by the Board or the Scheme Administrator in its sole discretion.

12. EVENTS AFTER VESTING DATE

12.1 After the applicable Vesting Date for any Award:

- (a) in respect of a Share Option, such Share Option may be exercised in whole or in part by the Grantee giving notice in writing to the Board or the Scheme Administrator in such form as the Board or the Scheme Administrator may from time to time determine stating that the Share Option is thereby exercised and the number of Award Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the Exercise Price multiplied by the number of the Award Shares in respect of which the notice is given. Within twenty (20) Business Days after receipt of the notice and related remittance in full, the Company shall allot and issue to the Grantee the number of Award Shares in respect of which the Share Option has been exercised; and
- (b) in respect of a Share Award, within twenty (20) Business Days following the Vesting Date, subject to receipt in full of the Issue Price payable (if any) multiplied by the number of Award Shares to be issued pursuant to the relevant Share Award, the Company shall allot and issue to the Grantee the relevant number of Award Shares,

in each case credited as fully paid, subject to the Grantee executing and delivering all such forms and instruments and providing such instructions in the manner as shall be required by the Board or the Scheme Administrator or any designated third party.

- 12.2 The Award Shares to be allotted and issued pursuant to Rule 12.1 shall be identical to all existing issued Class B Shares and shall be allotted and issued subject to all the provisions of the Articles for the time being in force and will rank *pari passu* with the other fully paid Class B Shares in issue. For the avoidance of doubt, a Grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising from a liquidation of the Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration. Rule 17.03(15)

- 12.3 For the purposes of satisfying the allotment of Award Shares pursuant to Rule 12.1, to the extent that, at the determination of the Board or the Scheme Administrator, it is not practicable for the Grantee to receive Award Shares due to applicable legal or regulatory restrictions, the Board or the Scheme Administrator may (whether or not through a Trustee or other third party) sell on-market through the facilities of the Stock Exchange at prevailing market prices the number of Class B Shares to be issued pursuant to Rule 12.1 and pay to the Grantee the Actual Selling Price of such Award Shares by remittance to the bank account of the Grantee, details of which the Grantee shall provide to the Board or the Scheme Administrator upon request. Rule 17.03(10)

- 12.4 In the event that a Trust has been established to implement and administer the Scheme, for the purposes and in lieu of satisfying the requirement to allot and issue Award Shares pursuant to Rule 12.1, the Board or the Scheme Administrator may at its discretion direct the Trustee, pursuant to the Trust Deed, to:

- (a) transfer the relevant Award Shares to the Grantee; or
- (b) hold the relevant number of Award Shares on trust for the Grantee until such time as the Board or the Scheme Administrator directs the Trustee to:

- (i) (A) transfer the relevant Award Shares to the Grantee or (B) sell the Award Shares on-market through the facilities of the Stock Exchange at prevailing market prices and remit the Actual Selling Price to the Grantee; and
- (ii) remit to the Grantee any Related Income which has accrued in respect of the Award Shares from the relevant Vesting Date to the date on which the Board or the Scheme Administrator gives a direction to the Trustee pursuant to this Rule 12.4.

12.5 Any direct costs and expenses arising from the issue of the Award Shares to or for the benefit of a Grantee as contemplated by Rule 12.1 shall be borne by the Company. Any stamp duty, fees, levies, brokerage or other direct costs and expenses arising from the transfer or sale of the Award Shares and payment of the Actual Selling Price as contemplated by Rules 12.3 and 12.4 shall be borne by the Grantee and deducted by the Board or the Scheme Administrator from any amounts payable to the Grantee.

12.6 At the discretion of the Board or the Scheme Administrator and to the extent permitted by the Listing Rules, any obligation to issue or transfer Award Shares to a Grantee pursuant to these Scheme Rules may be satisfied by allotting, issuing or transferring the relevant Award Shares to the Grantee's nominee or depositing the relevant Award Shares in the Grantee's designated securities account held with the Central Clearing and Settlement System operated by The Hong Kong Securities Clearing Company Limited, the details of which the Grantee shall provide to the Board or the Scheme Administrator upon request.

13. TAXATION

13.1 All taxes (including personal income taxes, capital gains taxes, salary taxes and similar taxes), duties, social security contributions, impositions, charges and other levies arising out of or in connection with the Grantee's participation in the Scheme or in relation to the Award Shares, Actual Selling Price or Related Income (the "**Taxes**") received by a Grantee shall be borne by such Grantee and neither the Company nor any designated third party shall be liable for any Taxes. Each Grantee by its acceptance of any grant of Awards agrees to and will indemnify and keep each member of the Group, the Trustee and any designated third party indemnified from and against any liability they may have to pay or account for such Taxes, including any withholding liability in connection with any Taxes. To give effect to this, the Company, Trustee or other designated third party may:

- (a) reduce or withhold such number of the Award Shares to be issued or transferred, or Actual Selling Price or Related Income paid, to the Grantee as may be necessary to settle any Taxes (the number of Award Shares that may be reduced or withheld shall be limited to the number of Award Shares that have a fair market value on the date of withholding that, in the reasonable opinion of the Board or the Scheme Administrator is sufficient to cover any such liability);
- (b) sell, on the Grantee's behalf, such number of Award Shares as may be necessary to settle any Taxes and retain the proceeds and/or pay them to the relevant authorities or government agency;
- (c) deduct or withhold, without notice to the Grantee, the amount of any such liability from any payment to the Grantee made under the Scheme; and/or

- (d) require the Grantee to remit to any member of the Group or the Trustee an amount sufficient to satisfy any Taxes or other amounts required by any governmental authority to be withheld and paid over to such authority by any member of the Group or Trustee on account of the Grantee or to otherwise make alternative arrangements satisfactory to the Company for the payment of such amounts.

The Company and Trustee shall not be obliged to issue or transfer any Award Shares or pay any Actual Selling Price or Related Income to a Grantee unless and until the Grantee satisfies the Company (in the opinion of the Board or the Scheme Administrator) that such Grantee's obligations for Taxes under this Rule 13.1 have been met.

14. VOTING AND DIVIDEND RIGHTS

Rule
17.03(10)

- 14.1 Awards do not carry any right to vote at general meetings of the Company, nor any right to dividends, transfer or other rights. The Trustee holding the unvested Class B 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. No Grantee shall enjoy any of the rights of a Shareholder by virtue of an Award unless and until the Award Shares are issued or transferred to the Grantee pursuant to the vesting and/or exercise of such Awards.

Rule
17.05A

15. CANCELLATION OF AWARDS

- 15.1 The Board or the Scheme Administrator may in its sole and absolute discretion cancel any Award that has not been vested or forfeited provided that the cancellation shall not affect the subsisting rights of Grantees. The Awards cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.
- 15.2 Any Share Option granted but not exercised may be cancelled by the Board or the Scheme Administrator at any time with the prior consent of the Grantee.
- 15.3 Grant of new Awards to the same Grantee whose Awards have been cancelled pursuant to this Rule 15 may only be made with available Scheme Mandate Limit (excluding the Awards of the relevant Grantee cancelled pursuant to this Rule 15) and in compliance with the Scheme Rules.

Rule
17.03(14)

16. CLAWBACK MECHANISM

Rule
17.03(19)

- 16.1 In the event that:

- (a) a Grantee ceases to be an Eligible Participant by reason of the termination of his/her employment with the Group or a Related Entity or contractual engagement with the Group as a result of being charged/penalised/convicted of an offence involving the Grantee's integrity or honesty;
- (b) a Grantee engages in serious misconduct or breaches the terms, including with respect to a policy or code of or other agreement with the Group or a Related Entity, which is considered to be material;

- (c) a Grantee has engaged in any act or omission to perform his/her duties that has had or will have a material adverse effect on the reputation or interests of the Group; or
- (d) the Award to the Grantee will no longer be appropriate and aligned with the purpose of the Scheme,

then the Board or the Scheme Administrator may make a determination at its absolute discretion that: (a) any Awards granted to that Grantee but not yet vested or exercised (as the case may be) shall immediately lapse, (b) with respect to any Award Shares issued or transferred to that Grantee, the Grantee shall be required to transfer back to the Company or its nominee (i) the equivalent number of Class B Shares, (ii) an amount in cash equal to the market value (as determined by the Board or the Scheme Administrator with reference to the quoted price on the Stock Exchange of such Class B Shares on any one of the following dates: (x) the Grant Date, (y) the date of exercise or the Vesting Date of the relevant Awards, or (z) the date of such clawback) of such Class B Shares, or (iii) a combination of (i) and (ii), and/or (c) with respect to any Award Shares held by the Trustee for the benefit of the Grantee, those Award Shares shall no longer be held on trust for or inure to the benefit of the Grantee.

17. TRANSFERABILITY

- 17.1 An Award must be personal to the Grantee, and shall not be transferrable or assignable unless a waiver is granted by the Stock Exchange. No Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interests in favour of any third party over or in relation to any Award, unless a waiver is granted by the Stock Exchange for such transfer. Where the Grantee is a company, any change of its controlling shareholder or any substantial change in its management (which is to be determined by the Board or the Scheme Administrator in its sole and absolute discretion) will be deemed to be a sale or transfer of interest aforesaid. Rule 17.03(17)
- 17.2 The Company may apply (but is not bound to make any application) to the Stock Exchange for the aforesaid waiver to allow a transfer of the Award to a vehicle (such as a trust or a private company) for the benefit of the Grantee and any family members of such Grantee (e.g. for estate planning or tax planning purposes) that would continue to meet the purpose of the Scheme and comply with other requirements of Chapter 17 of the Listing Rules. In the event that the Stock Exchange so requires, the Company must disclose the beneficiaries of the trust or the ultimate beneficial owners of the vehicle.
- 17.3 Any breach of this Rule 17 shall render the applicable Awards to be deemed lapsed in accordance with Rule 18.1(f). For this purpose, a determination by the Board or the Scheme Administrator to the effect that a breach of this Rule 17 has occurred shall be final and conclusive.

18. LAPSE OF AWARDS

- 18.1 Without prejudice to the authority of the Board or the Scheme Administrator to provide additional circumstances when an Award shall lapse in the terms of any Award Letter, an Award shall lapse automatically (to the extent not already vested or exercised) on the earliest of: Rule 17.03(12)
 - (a) the expiry of any applicable Exercise Period;

- (b) the Grantee no longer qualifies as an Eligible Participant;
- (c) the Grantee has entered into any arrangement or settlement with its creditors, or has been convicted of any criminal offense involving fraud or dishonesty;
- (d) the Grantee waives his/her rights and qualifications to the Awards;
- (e) voluntary liquidation of the Company;
- (f) the clawback mechanism set out in Rule 16 being triggered;
- (g) the expiry of any of the periods for accepting or exercising an Award; or
- (h) the date on which the Grantee commits a breach of Rule 17.

18.2 The Board or the Scheme Administrator shall have the power to decide whether an Award shall lapse and its decision shall be binding and conclusive on all parties. The Company shall not owe any liability to any Grantee for the lapse of any Award under this Rule 18.

19. ALTERATIONS IN SHARE CAPITAL

19.1 In the event of any alteration in the capital structure of the Company by way of capitalisation of profits or reserves, rights issue, sub-division or consolidation of Shares or reduction of the share capital of the Company (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction) after the Adoption Date, the Board or the Scheme Administrator shall make such corresponding adjustments, if any, as the Board or the Scheme Administrator in its sole and absolute discretion may deem appropriate to reflect such change with respect to:

- (a) the number of Class B Shares constituting the Scheme Mandate Limit and the Service Provider Sublimit, provided that in the event of any Share sub-division or consolidation the Scheme Mandate Limit and Service Provider Sublimit as a percentage of the total issued Shares of the Company as at the date immediately before any such consolidation or sub-division shall be the same on the date immediately after such consolidation or sub-division; Rule 17.03(13)
- (b) the number of Class B Shares in each Award to the extent any Award has not been vested or exercised; and
- (c) the Exercise Price of any Share Option or the Issue Price of any Share Award, Rule 17.03B Note 2

or any combination thereof, as the auditors of the Company (the “**Auditors**”) or a financial adviser engaged by the Company for such purpose have certified to the Directors in writing that the adjustments satisfy the relevant requirements of the Listing Rules and are, in their opinion, fair and reasonable either generally or as regards any particular Grantee, provided always that (a) any such adjustments should give each Grantee the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that to which that Grantee was previously entitled prior to such adjustments, and (b) no such adjustments shall be made which would result in a Share being issued at less than its nominal value. The capacity of the Auditors or financial adviser (as the case may be) in this Rule 19.1 is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees.

20. CHANGE OF CONTROL

20.1 If there is a change in control of the Company as a result of a merger, scheme of arrangement or general offer, the Board or the Scheme Administrator shall at its sole discretion determine whether the Vesting Dates of any Awards will be accelerated and/or the vesting conditions or criteria of any Awards will be amended or waived, and notify the Grantees accordingly.

20.2 For the purpose of Rule 20.1, “**control**” shall have the meaning given to it in The Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC.

21. AMENDMENT OF SCHEME OR TERMS OF THE AWARDS

21.1 Subject to the provisions of this Rule 21, the Board or the Scheme Administrator may amend any of the provisions of the Scheme or any Awards granted under the Scheme at any time and in any respect, provided that the terms of the Scheme or Awards so altered must comply with the relevant requirements under Chapter 17 of the Listing Rules.

21.2 No amendment or alteration shall be made to any provisions of the Scheme or any Awards granted under the Scheme to the extent that such amendment or alteration has a material adverse effect on any subsisting rights of any Grantee at that date in respect of Awards already granted to that Grantee and to the extent that such Awards have not vested or lapsed, without such Grantee’s consent, provided that no such consent shall be required if the Board or the Scheme Administrator determines in its sole discretion that such amendment or alteration either:

- (a) is necessary or advisable in order for the Company, the Scheme or the Award to satisfy any applicable law or Listing Rules or to meet the requirements of, or avoid adverse consequences under, any accounting standard; or
- (b) is not reasonably likely to diminish materially the benefits provided under such Award, or that any such diminishment has been adequately compensated.

21.3 The approval of the Shareholders in general meeting is required for any amendment or alteration (a) to the terms of the Scheme which are of a material nature or (b) to those provisions of the Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules to the extent that such alteration or amendment operates to the advantage of Eligible Participants.

Rule
17.03(18);
Rule
17.03(18)
Note 3

Rule
17.03(18)
Note 1

21.4 Any amendment or alteration to the terms of an Award where the grant of which was subject to the approval of a particular body (such as the Board or any committee thereof, the independent non-executive Directors, or the Shareholders in general meeting) shall be subject to approval by the same body, provided that this requirement does not apply where the relevant alteration takes effect automatically under the Scheme Rules. Without limiting the generality of the foregoing, any change in the terms of Awards granted to any Grantee who is a director, chief executive or substantial Shareholder of the Company, or any of their respective associates, must be approved by the Shareholders in general meeting in the manner required in the Listing Rules if the initial grant of the Awards requires such approval (except where the changes take effect automatically under the Scheme Rules).

Rule
17.03(18)
Note 2;
Rule
17.04(1)

21.5 Any change to the authority of the Board or the Scheme Administrator, including under this Rule 21, to alter the terms of the Scheme shall be subject to the approval of the Shareholders in general meeting.

Rule
17.03(18)
Note 4

22. TERMINATION

22.1 Subject to Rule 22.2, the Scheme shall terminate on the earlier of:

- (a) the expiry of the Scheme Period;
- (b) an ordinary resolution in general meeting passed by the Shareholders; or
- (c) such date of early termination as determined by the Board.

Notwithstanding such termination, the Scheme and the Scheme Rules shall continue to be valid and effective to the extent necessary to give effect to the vesting and/or exercise of any Awards granted prior to the termination of the Scheme and such termination shall not affect any subsisting rights already granted to any Grantee under the Scheme. The Share Awards granted shall continue to be held by the Trustee and become vested in the Grantee.

Rule
17.03(16)

22.2 Awards complying with the provisions of Chapter 17 of the Listing Rules which are granted during the life of the Scheme and remaining unvested, unexercised and/or unexpired immediately prior to the termination of the Scheme in accordance with Rule 22.1 shall continue to be valid and exercisable in accordance with their terms of issue after the termination of the Scheme.

23. MISCELLANEOUS

23.1 The Scheme shall not form part of any contract of employment or other contract between the Group and any Eligible Participant or Grantee, and the rights and obligations of any Eligible Participant or Grantee under the terms of his/her office or employment or engagement shall not be affected by his/her participation in the Scheme or any right which he/she may have to participate in it, and the Scheme shall afford such Eligible Participant or Grantee no additional rights to compensation or damages in consequence of the termination of such office or employment or engagement for any reason.

- 23.2 The Company shall not be responsible to (a) any Eligible Participant or Grantee for any failure by the Company or any person involved in the management or administration of the Scheme or (b) any person (including any Eligible Participant and Grantee) to obtain any consent or approval required for such person to participate in the Scheme or (c) any Eligible Participant or Grantee for any Taxes, expenses, fees or any other liability to which such Eligible Participant or Grantee may become subject as a result of participation in the Scheme.
- 23.3 Save as specifically provided herein, the Scheme shall not confer on any person any legal or equitable rights against any member of the Group directly or indirectly or give rise to any cause of action at law or in equity against any member of the Group. No person shall, under any circumstances, hold the Board, the Scheme Administrator, the Company or any other member of the Group, any administrator or any Trustee or designated third party liable for any costs, losses, expenses and/or damages whatsoever arising from or in connection with the Scheme or the administration thereof.
- 23.4 In the event that an Award lapses in accordance with the Scheme Rules, no Grantees shall be entitled to any compensation for any loss or any right or benefit or prospective right or benefit under the Scheme which he/she might otherwise have enjoyed.
- 23.5 The Company shall bear the costs of establishing and administering the Scheme.
- 23.6 All allotments and issue of Class B Shares pursuant to the Scheme will be subject to all necessary consents under any relevant legislation and the Listing Rules for the time being in force in Hong Kong and in the Cayman Islands. A Grantee shall be responsible for obtaining any governmental or other official consent or approval that may be required by any country or jurisdiction in order to permit the grant, holding or exercise of any Award. By accepting a grant of an Award or exercising an Award, the Grantee thereof is deemed to have represented to the Company that the Grantee has obtained all such consents and approvals. Compliance with this Rule 23.6 shall be a condition precedent to (a) an acceptance of an Award, (b) the vesting of Share Awards, and/or (c) an exercise of Share Options by a Grantee. Each Grantee by their acceptance of any Award thereby agrees to indemnify and keep each member of the Group indemnified from and against all claims, demands, liabilities, actions, proceedings, fees, costs and expenses which they may suffer or incur (whether alone or jointly with other party or parties) for or in respect of any failure on the part of the Grantee to obtain any necessary consent or approval or to pay Taxes or other liabilities referred therein. No member of the Group shall be responsible for any failure by a Grantee to obtain any such consent or approval or for any Taxes or other liability to which a Grantee may become subject as a result of the Grantee's participation in the Scheme.
- 23.7 Each provision hereof shall be treated as a separate provision and shall be severally enforceable as such in the event of any provision or provisions being or becoming unenforceable in whole or in part. To the extent that any provision or provisions hereof are unenforceable they shall be deemed to be deleted from the Scheme Rules, and any such deletion shall not affect the enforceability of the Scheme Rules as remain not so deleted.
- 23.8 The Scheme shall operate subject to the Articles and to any restrictions under any applicable laws, rules and regulations (including the Listing Rules).

23.9 By accepting any Award and participating in the Scheme, each Grantee consents to the holding, processing, storage and use of personal data or information concerning him/her by any member of the Group, the Trustee or other third-party service provider, in Hong Kong or elsewhere, for the purpose of the administration, management or operation of the Scheme. Such consent permits, without limitation, the following:

- (a) the administration and maintenance of records of the Grantee;
- (b) the provision of data or information to, without limitation, members of the Group, Related Entities, Trustee, registrars, brokers or third-party administrators or managers of the Scheme, in Hong Kong or elsewhere;
- (c) the provision of data or information to future purchasers or merger partners of the Company or any other member of the Group, any Related Entity, the Grantee's employing company, or the business in which the Grantee works;
- (d) the transfer of data or information about the Grantee to a country or territory outside the People's Republic of China (the "PRC"), Hong Kong or the Grantee's country or region of residence which may not provide the same statutory protection for the information about the Grantee as in PRC, Hong Kong or the Grantee's country or region of residence; and
- (e) in the case where an announcement is required to be made pursuant to the Listing Rules for the purposes of granting an Award, the disclosure of the identity of such Grantee, the number of Class B Shares subject to the Award and the terms of the Award granted and/or to be granted and all other information as required under the Listing Rules.

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

23.10 Any notice or other communication between the Company and any Eligible Participant or Grantee may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its principal place of business in Hong Kong or such other address as notified to the Eligible Participant or Grantee from time to time and in the case of an Eligible Participant or Grantee, his/her address as notified to the Company from time to time or by hand delivery. In addition, any notice, disclosure or other communication from the Company to any Eligible Participant or Grantee may be given, and any mechanism for soliciting responses or notices from any Eligible Participant or Grantee to the Company may be effected, by any electronic means as the Board or the Scheme Administrator considers appropriate.

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

24. GOVERNING LAW AND THIRD-PARTY RIGHTS

- 24.1 The Scheme Rules and all Awards granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.
- 24.2 Save as otherwise expressly provided in the Scheme Rules, no third party (which for the purposes of this Rule 24.2 means any person other than the Company and the Grantees) shall have the right to enforce any of the terms of the Scheme or the Scheme Rules or otherwise enjoy any benefits under the Scheme pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) or otherwise. Alteration of the Scheme or the Scheme Rules may be effected in accordance with Rule 21 without requiring the consent of any third party.