

Vincent Medical Holdings Limited
永勝醫療控股有限公司
(Incorporated in the Cayman Islands with limited liability)

RULES RELATING TO
THE SHARE AWARD SCHEME

**(As amended and approved by the Shareholders
at the annual general meeting held on [22 May] 2024)**

I, Choi Man Shing, chairman and executive director of Vincent Medical Holdings Limited, hereby certify that the rules of the Share Award Scheme hereto attached were approved by the Company by resolutions passed by the board of directors of the Company at a meeting held on 2 December 2021, and as amended and approved by the shareholders of the Company at the annual general meeting held on 22 May 2024, and that the date below is the “**Adoption Date**” as defined in such rules:

Adoption Date: 2 December 2021

Name : Choi Man Shing
Position : Chairman and Executive Director

INDEX

<u>Clause no.</u>	<u>Heading</u>	<u>Page no.</u>
1	Definitions and Interpretation.....	1
2	Purposes, Administration and Duration.....	5
3	Award of Shares.....	7
4	Pool of Awarded Shares.....	10
5	Vesting of the Awarded Shares.....	13
6	Lapse of Awards and Returned Shares.....	14
7	Scheme limit.....	16
8	Voting rights re Awarded Shares and Selected Participants having no rights.....	18
9	Reorganisation of capital structure.....	19
10	Cancellation of Awards.....	20
11	Disputes.....	21
12	Alteration of these rules of the Scheme.....	21
13	Termination.....	21
14	Miscellaneous.....	22
15	Governing Law.....	25

1. DEFINITIONS AND INTERPRETATION

1.1 In this Scheme, except where the context otherwise requires, the following expressions have the following meanings:

“Adoption Date”	2 December 2021, being the date on which this Scheme was adopted by the Board.
“Articles”	the articles of association of the Company as adopted or amended from time to time.
“associates”	shall bear the meaning ascribed thereto in the Listing Rules.
“Award”	a provisional award of the Awarded Shares made in accordance with paragraph 3.
“Award Notice”	the notice to be sent to the Trustee upon the making of an Award containing the particulars referred to in paragraph 3.4.
“Awarded Share(s)”	the Share(s) awarded or provisionally awarded to a Selected Participant pursuant to an Award.
“Board”	the board of Directors of the Company.
“Business Day”	a day on which the Stock Exchange is open for the business of dealing in securities.
“close associates”	shall bear the meaning ascribed thereto in the Listing Rules.
“Committee”	a duly authorised committee or other person(s) from time to time delegated by the Board with the power and authority to administer the Scheme.
“Company”	Vincent Medical Holdings Limited, a company incorporated in the Cayman Islands with limited liability whose shares are listed on the Main Board of the Stock Exchange (stock code: 1612).
“Connected Person”	shall have the meaning ascribed thereto under the Listing Rules.
“core connected person”	shall have the meaning ascribed thereto under the Listing Rules.
“Directors”	the director(s) of the Company for the time being.
“Earliest Vesting Date”	shall have the meaning ascribed thereto in paragraph 3.7.
“Eligible Participant”	any person who is eligible to receive an Award under this Scheme belonging to the class of participants as referred to in

paragraph 2.3.

“Employee”	any individual being an employee (whether full-time or part-time), and directors (including any executive director, non-executive director and independent non-executive director) of any member of the Group or any Related Entity.
“Employee Participant(s)”	shall have the meaning ascribed thereto in paragraph 2.3(A).
“Excluded Participant”	any person who is resident in a place where the award of the Awarded Shares and/or the award of the Returned Shares and/or the vesting and transfer of Shares pursuant to the terms of the Scheme is not permitted under the laws and regulations of such place or where in the view of the Board or the Committee or the Trustee (as the case may be) compliance with applicable laws and regulations in such place make it necessary or expedient to exclude such person.
“Further Shares”	Shares purchased or subscribed by the Trustee out of net proceeds of sale of non-cash and non-scrip distributions declared and distributed by the Company in respect of Shares held upon the trust constituted by the Trust Deed.
“Grant Date”	in relation to an Award, the date on which the Award was or is to be provisionally granted to the Selected Participant.
“Group”	the Company and the Subsidiaries.
“Group Contribution”	such contribution in the form of money or otherwise made by the Company or any of its Subsidiaries.
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China.
“Inside Information”	shall bear the meaning ascribed thereto in the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time.
“Original Trustee”	Tricor Trust (Hong Kong) Limited, a company incorporated under the laws of Hong Kong and having its registered office at 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong.
“Other Distributions”	shall have the meaning ascribed thereto in paragraph 5.2(A).

“Partial Lapse”	shall have the meaning as set out in paragraph 6.2.
“Personal Representative(s)”	the person or persons who, in accordance with the laws of succession applicable in respect of the death of a Selected Participant, is or are entitled to the Awarded Shares to be vested in such Selected Participant.
“Related Entity”	any entity which is a holding company, fellow subsidiary or associated company of the Company, whether direct or indirect, of the Company.
“Related Entity Participant(s)”	shall have the meaning ascribed thereto in paragraph 2.3(B).
“Remuneration Committee”	the remuneration committee of the Board.
“Residual Cash”	being cash remaining in the trust fund in respect of an Awarded Share (including interest income derived from deposits maintained with licensed banks in Hong Kong, and sale proceeds which have not been applied in the acquisition of Further Shares).
“Returned Shares”	such Awarded Shares which are not vested and/or forfeited in accordance with the terms of the Scheme (whether as a result of a Total Lapse or a Partial Lapse or otherwise), or such Shares being deemed to be Returned Shares.
“Scheme”	this share award scheme constituted by the rules hereof, in its present form or as may be altered from time to time in accordance with paragraph 12.
“Scheme Mandate Limit”	shall have the meaning ascribed thereto in paragraph 7.2(A).
“Selected Participant”	any Eligible Participant for whom Shares have been provisionally set aside pursuant to an Award or (where the context so permits) his Personal Representative.
“Shareholder(s)”	the holder(s) of Share(s).
“Shares”	ordinary shares of par value of HK\$0.01 each in the share capital of the Company, or if there has been a sub-division, consolidation, reclassification or reconstruction or reduction or reorganisation of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company as shall result from any of such sub-division, consolidation, re-classification or re-construction or reduction or reorganisation.

“Shares Pool”	shall have the meaning ascribed to it in paragraph 4.1.
“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 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere.
“Total Lapse”	shall have the meaning as set out in paragraph 6.1.
“Trust Deed”	the trust deed dated 2 December 2021 (as amended and restated on 22 May 2024) and entered into by the Company as settlor and the Trustee as trustee in respect of Shares and other trust fund (if any) held or to be held by the Trustee subject to the terms thereof, as amended from time to time.
“Trustee”	the Original Trustee and any additional or other replacement trustee(s) as shall be appointed pursuant to and in accordance with the terms of the Trust Deed.
“Vesting Date”	in relation to any Selected Participant, the date on which the legal and beneficial ownership of the Awarded Shares are vested in such Selected Participant pursuant to an Award as referred to in paragraph 5.1.
“Vesting Period”	in relation to any Selected Participant, the period commencing on the date on which the Awarded Shares have been provisionally set aside pursuant to an Award to such Selected Participant as referred to in paragraph 4.1 and ending on the Vesting Date (both dates inclusive).

1.2 In these rules:

- (A) the headings are for ease of reference only and shall be ignored in construing these rules of the Scheme;
- (B) references to paragraphs or sub-paragraphs are references to paragraphs or sub-paragraphs hereof;
- (C) words importing the singular include the plural and vice versa;
- (D) words importing one gender include both genders and the neuter and vice versa;
- (E) references to persons include bodies corporate and unincorporated;
- (F) references to any statutory provisions or rules prescribed by any statutory bodies shall include the same as from time to time amended, consolidated

and re-enacted; and

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

2. PURPOSES, ADMINISTRATION AND DURATION

- 2.1 The purpose of the Scheme is, through an award of Shares, to: R17.03(1)
- (A) recognise and reward the contribution of certain Eligible Participants to the growth and development of the Group and to give incentives thereto in order to retain them for the continual operation and development of the Group; and
- (B) to attract suitable personnel for further development of the Group.
- 2.2 The Scheme shall be subject to the administration of the Board or the Committee, at its absolute discretion, whose decisions on all matters arising in relation to the Scheme or its interpretation or effect shall be final, conclusive and binding on all persons who may be affected thereby, provided that such administration shall not prejudice (i) the powers of the Trustee as provided under the Trust Deed; and (ii) the powers of the Remuneration Committee, subject to and as provided by the prevailing terms of reference of the Remuneration Committee, on recommending and/or deciding (on and subject to the terms and conditions provided under this Scheme) the selection of the Selected Participants, the number of Awarded Shares to be awarded to the respective Selected Participants and other related matters as expressly provided under this Scheme. The Board or the Committee is authorised to obtain outside legal or other independent professional advice and to engage professional firms or companies for administration and/or operation of this Scheme and/or assistance in any matter in connection therewith if it considers necessary or desirable.
- 2.3 The Eligible Participants shall comprise one or more of the following: R17.03(2)
- (A) director(s) and employee(s) (whether full-time or part-time) of the Company or any of its Subsidiaries (including persons who are granted Awards under this scheme as an inducement to enter into employment contracts with such companies) (“**Employee Participant(s)**”); and R17.03A(1)
- (B) director(s) and employee(s) (whether full-time or part-time) of any Related Entity (“**Related Entity Participant(s)**”).
- 2.4 In determining the basis of eligibility of each Eligible Participant, the Board would take into account (i) the experience of the Eligible Participant on the Group’s business; (ii) the length of service of the Eligible Participant with the Group (if the Eligible Participant is an Employee Participant); and (iii) the amount of support, assistance, guidance, advice, efforts and contributions the Eligible Participant has exerted and given towards the success of the Group and/or the amount of potential support, assistance, guidance, advice, efforts and contributions the Eligible Participant is likely to be able to give or make towards the success of the Group in the future. R17.03(2)

- 2.5 For Employee Participants, the factors in assessing whether any individual is eligible to participate in this Scheme include: (i) the individual's skills, knowledge, experience, expertise and other relevant personal qualities; (ii) the individual performance; (iii) time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; (iv) the length of engagement with the Group; and (v) the individual contribution or potential contribution to the development and growth of the Group. R17.03A(1)a
R17.03A(2)
- 2.6 For Related Entity Participants, the factors in assessing whether any individual is eligible to participate in this Scheme include: (i) the positive impacts brought by, or expected from, the Related Entity Participant on the Group's business development in terms of an increase in turnover or profits and/or an addition of expertise to the Group; (ii) the period of engagement or employment of the Related Entity Participant by the Group; (iii) the number, scale and nature of the projects in which the Related Entity Participant is involved; (iv) whether the Related Entity Participant has referred or introduced opportunities to the Group which have materialised into further business relationships; (v) whether the Related Entity Participant has assisted the Group in tapping into new markets and/or increased its market share; and (vi) the materiality and nature of the business relation of the holding companies, fellow subsidiaries or associated companies with the Group and the Related Entity Participant's contribution in such holding companies, fellow subsidiaries or associated companies which may benefit the core business of the Group through a collaborative relationship. R17.03A(1)b
R17.03A(2)
- 2.7 A Selected Participant shall ensure that the acceptance, vesting and the holding of any Awarded Shares under the Scheme and the exercise of all rights attaching thereto are valid and comply with all laws, legislation and regulations including all applicable exchange control, fiscal and other laws to which he is subject. The Board or the Committee may, as a condition precedent of making an Award, require an Eligible Participant to produce such evidence as it may reasonably require for such purpose.
- 2.8 Subject to paragraph 13, the Scheme shall be valid and effective for a term of 10 years commencing from the Adoption Date, and after the expiry of such term no further Awards may be made but these rules of the Scheme shall remain in full force and effect to the extent necessary to give effect to any Awards made prior thereto and the administration of the trust property held by the Trustee pursuant to the Trust Deed. R17.03(11)
- 2.9 The Board may at its discretion specify any condition (which may include, but not limited to, the fulfilment of personal performance targets by the relevant Selected Participant and company performance targets) in the notice to the relevant Selected Participant after an Award has been made or provisionally made to such Selected Participant which must be attained before any of the Awarded Shares may be transferred to and vested in such Selected Participant under such Award. Save as determined by the Board and provided in such notice to the relevant Selected Participant, there is no performance target which must be achieved before any of the Awarded Shares may be transferred to and vested in such Selected Participant under such Award under the terms of this Scheme nor any clawback mechanism for the Company to recover or withhold any Award granted to any Selected Participant. R17.03(7)
R17.03(19)

- 2.10 The Board or the Committee may determine in its absolute discretion the purchase price of the Award Shares (if any) in the notice to the relevant Selected Participant after an Award has been made or provisionally made to such Selected Participant, which shall be based on considerations such as the then par value of each Share, the then prevailing market price of the Shares, the purpose of the Award, and the characteristics and profile of the relevant Selected Participant, and where applicable, the relevant costs and fees incurred in relation to the vesting of the relevant Award Shares and the period within which any such payments must be made. R17.03(8)
R17.03(9)

3. AWARD OF SHARES

- 3.1 The Board or the Committee shall, subject to and in accordance with these rules of the Scheme, be entitled (but shall not be bound) to, at any time during the continuation of the Scheme, make an award (“**Award**”) out of the Shares Pool to any of the Eligible Participants (excluding any Excluded Participant) such number of issued Shares, fully paid or credited as fully paid, as the Board or the Committee shall, subject to paragraph 7, determine pursuant to these rules of the Scheme. For the avoidance of doubt until so selected, no Eligible Participant shall be entitled to participate in the Scheme. R17.03(2)
- 3.2 Where any grant of Award is proposed to be made to any Connected Person the Company shall comply with all applicable requirements under the Listing Rules.
- 3.3 The eligibility of any of the Eligible Participants to an Award shall be determined by the Board or the Committee from time to time at its absolute discretion and taking into account the purpose of the Scheme.
- 3.4 The Board or the Committee shall notify the Trustee by a notice in writing (“**Award Notice**”) upon the making of an Award under the Scheme and, in the Award Notice, the Board or the Committee shall specify the following:
- (A) the name, address, identity card (or, as the case may be, passport) number and position of the relevant Selected Participant;
 - (B) the number of Awarded Shares awarded or provisionally awarded to the relevant Selected Participant pursuant to such Award;
 - (C) the Earliest Vesting Date and other subsequent date(s), if any, on which the Trustee may vest the legal and beneficial ownership of the Awarded Shares (or the relevant portions thereof) in the relevant Selected Participant under paragraph 5.1;
 - (D) subject to paragraph 2.9, the condition(s) and/or performance target(s), if any, that must be attained before any of the Awarded Shares may be transferred to and vested in such Selected Participant under such Award;
 - (E) whether the Awarded Shares or any part thereof should be acquired by subscription, purchase of Shares and/or whether the Awarded Shares or any part thereof should be satisfied by applying any Returned Share(s), and in the case of subscription, the subscription price therefor; and

- (F) such other terms and conditions of such Award as may be imposed by the Board or the Committee which are not inconsistent with these rules of the Scheme and the Trust Deed on either the Trustee (with the prior written consent of the Trustee unless the same has already been provided for in the Trust Deed) and the relevant Selected Participant, or any of them before the Awarded Shares may be transferred to and vested in such Selected Participant.
- 3.5 The Board or the Committee shall notify the Selected Participant in writing after an Award has been made or provisionally made to such Selected Participant and the notice shall contain substantially the same information (other than those information as set out in paragraph 3.4(E) and those information in relation to the Trustee as set out in paragraph 3.4(F) above) as that set out in the Award Notice provided that nothing contained in such notice shall be construed as conferring any rights, interests, benefits and title to and in the Awarded Shares on such Selected Participant before the vesting of the legal and beneficial ownership of such Awarded Shares in the Selected Participant in accordance with these rules of the Scheme. An Award shall be deemed to be irrevocably declined by a Selected Participant unless the Selected Participant shall within five (5) Business Days (or if any, such other period as prescribed on the notice given to the Selected Participant as referred hereto) after receipt of such notice from the Board or the Committee notify the Company in writing that he would accept such Award. The Selected Participants shall not be required to bear or pay any price or fee for the acceptance of an Award. R17.03(8)
- 3.6 For so long as the Shares are listed on the Stock Exchange: R17.05
- (A) an Award or, as the case may be, any instruction of the Board or the Committee to the Trustee to acquire Shares for the purpose of increasing the Shares in the Shares Pool shall not be made or given when Inside Information has come to the Company's knowledge until the Company has complied with its obligations in respect of such Inside Information in accordance with Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong); and
- (B) the Board or the Committee shall not make any Award to any Eligible Participant or give any instruction to the Trustee to acquire Shares for the purpose of increasing the Shares in the Shares Pool during the periods or times in which the Directors are prohibited from dealing in Shares pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company. In particular, during the period preceding the publication of financial results in which the Directors are prohibited from dealing in Shares pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company and up to the date of publication of the relevant financial results, no Award may be made and no instruction may be given by the Board or the Committee to the Trustee to acquire Shares for the purpose of increasing the Shares in the Shares Pool.
- 3.7 The Board or the Committee may from time to time, at its absolute discretion, R17.03(6)
R17.03F

determine the earliest date (“**Earliest Vesting Date**”) and other subsequent date(s), if any, upon which the Awarded Shares held by the Trustee upon trust and which are referable to a Selected Participant shall vest in that Selected Participant. The Earliest Vesting Date shall be a date of at least twelve (12) months following the Grant Date or such other period as the Listing Rules may prescribe or permit, provided that the Board or the Committee may at its absolute discretion allow a shorter Vesting Period to an Employee Participant in the following circumstances:

- (A) grants of “make-whole” awards to new joiners of the Group to replace the share awards such person forfeited when leaving the previous employer;
- (B) grants that are made in batches during a year for administrative and compliance reasons, which include Awards that should have been granted earlier if not for such administrative or compliance reasons but had to wait for subsequent batch. In such case, the Vesting Period may be shorter to reflect the time from which the Awards would have been granted;
- (C) grants of Awards with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of twelve (12) months; or
- (D) grants with performance-based vesting conditions in lieu of time-based vesting criteria.

3.8 Subject to paragraph 6.1, at any time prior to a Vesting Date, unless the Board or the Committee otherwise determines, in respect of a Selected Participant who is an Employee:

- (A) died, all the Awarded Shares of the Selected Participant shall be deemed to be vested on the Selected Participant on the day immediately prior to his death; or
- (B) retired at his normal retirement date, all the Awarded Shares of the Selected Participant shall be deemed to be vested on the Selected Participant on the day immediately prior to his normal retirement date; or
- (C) retired at an earlier retirement date (with prior written agreement given by the Company or the Subsidiary or the Related Entity), all the Awarded Shares of the Selected Participant shall be deemed to be vested on the Selected Participant on the day immediately prior to his earlier retirement date.

3.9 In the event of the death of a Selected Participant, the Trustee shall hold the vested Awarded Shares (hereinafter referred to as “**Benefits**”) upon trust and to transfer the same to the Personal Representative(s) of the Selected Participant, and the Trustee shall hold the Benefits or so much thereof as shall not be transferred or applied under the foregoing powers within:

- (A) two years of the death of the Selected Participant (or such longer period as the Trustee and the Board or the Committee shall agree from time to time) or
- (B) the Trust Period (as defined in the Trust Deed),

(whichever is the shorter) upon trust to transfer the same to the Personal Representative(s) of the Selected Participant (as notified by the Board or the Committee in writing together with a copy of the death certificate of such Selected Participant or such other documents or evidence of death of such Selected Participant as may be reasonably required by the Trustee, whereupon the Trustee shall be discharged from all duties and liabilities in respect of the Selected Participant) or, if the Benefits would otherwise become *bona vacantia*, the Benefits shall be forfeited and cease to be transferable and such Benefits shall be held as Returned Shares for the purposes of the Scheme. Notwithstanding the foregoing, the Benefits held upon the trusts hereof shall until transfer is made in accordance herewith be retained and otherwise dealt with by the Trustee in every way as if they had remained part of the trust fund of the trust constituted by the Trust Deed.

- 3.10 An Award shall be personal to the Selected Participant and shall not be transferable or assignable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any security or adverse interest whatsoever in favour of any third party over or in relation to an Award or enter or purport to enter into any agreement to do so. Any breach of the foregoing by any Selected Participant shall entitle the Company to cancel the Award made to such Selected Participant.

R17.03(10)
R17.03(17)

4. POOL OF AWARDED SHARES

- 4.1 Upon the receipt of an Award Notice, the Trustee shall set aside from the Shares Pool the Awarded Shares awarded or provisionally awarded to the Selected Participant to whom such Award Notice relates pending the transfer and vesting of the Awarded Shares under the Award to which such Award Notice relates in accordance with paragraph 5. The Trustee shall hold the Awarded Shares so set aside during the Vesting Period on the terms of the Trust Deed. The Trustee may, at any time during the continuation of the Scheme and the Trust Deed, set aside the appropriate number of Awarded Shares out of a pool of issued Shares, fully paid or credited as fully paid, for the time being and from time to time held by the Trustee pursuant to the Trust Deed (“**Shares Pool**”) comprising the following:

- (A) such Shares as may be purchased by the Trustee on the Stock Exchange or off the market in accordance with paragraph 4.2 by utilising the funds allocated by the Board or the Committee out of the Company’s resources in accordance with paragraph 4.2, but subject to the limitations set out in paragraph 7;
- (B) such Shares as may be subscribed for by the Trustee in accordance with paragraph 4.2 by utilising the funds allocated by the Board or the Committee out of the Company’s resources in accordance with paragraph 4.2, but subject to the limit set out in paragraph 7;
- (C) such Shares as may be allotted or issued to the Trustee as a holder of Shares, whether by way of scrip dividend or otherwise; and
- (D) such Shares which remain unvested and revert to the Trustee pursuant to paragraph 6.

- 4.2 The following provisions of this paragraph 4.2 shall provide for and govern the

purchase of and/or subscription for the Awarded Shares by utilising the Group Contribution:

- (A) At any time during any particular financial year, the Board or the Committee, after having regard to all relevant circumstances and affairs of the Group (including without limitation the Group's business and operational conditions, its business plans and cashflow requirements currently and in the near future), may from time to time cause to be paid to the Trustee from the Company's resources such amount of moneys which may be utilised by the Trustee to purchase and/or subscribe for Shares which will constitute the Shares Pool.
- (B) Subject to paragraph 3.6, within 30 Business Days on which the trading of the Shares has not been suspended (or such longer period as the Trustee and the Board or the Committee may agree from time to time having regard to the circumstances of the purchase concerned) after receiving (a) the Group Contribution; or (b) any Other Distributions referred to in paragraph 5.2(A); or (c) any proceeds arising from such sales as mentioned in paragraph 5.2(B), the Trustee shall apply the same towards the purchase of the maximum number of board lots of Shares or the Further Shares, respectively at the prevailing market price (subject to such maximum price as may be from time to time prescribed by the Board or the Committee) (for this purpose, any subscription of new Shares from the Company shall not be regarded as an off-market purchase). In the event that the Trustee effects any purchases by off-market transactions, the purchase price for such purchases shall not be higher than the lower of the following: (i) the closing market price on the date of such purchase, and (ii) the average closing market price for the five (5) preceding trading days on which the Shares were traded on the Stock Exchange.
- (C) Where any Award is specified to be satisfied by an allotment and issue of new Shares to the Trustee, such allotment and issue should only be made upon fulfilment of the following conditions:
 - (a) the Company having complied with the applicable Listing Rules (in particular Chapter 17 of the Listing Rules) when allotting and issuing any new Shares, provided that the total number of such Shares to be granted under this Scheme shall not exceed the limitations and requirements as set out in paragraph 7; and
 - (b) the Stock Exchange having granted the listing of and permission to deal in the Shares which may be allotted and issued by the Company (if such application has not been made).
- (D) Where any Award is proposed to be satisfied by an allotment and issue of new Shares to the Trustee, the Board or the Committee shall notify the Trustee in writing as soon as practicable after the satisfaction of the conditions referred to in paragraphs 4.2(C)(a) and (b) and, subject to paragraph 4.3, the Board or the Committee shall instruct the Trustee in writing to apply to, and the Trustee shall within ten (10) Business Days (or such other period as agreed between the Board or the Committee and the Trustee) after actual receipt of such instruction apply to, the Company for the allotment and issue of the appropriate number of

new Shares. If the conditions referred to in paragraphs 4.2(C)(a) and (b), or any of them, cannot be satisfied, the Board or the Committee shall forthwith notify and instruct the Trustee (i) that such proposed grant of Award shall be deemed to have not attained the condition(s) ascribed thereto and the grant shall be cancelled and of no effect and that in such event, for the avoidance of doubt, any and all interest, whether actual or contingent, of the relevant Selected Participant in the relevant Award or the relevant Awarded Shares which are referable to him shall extinguish forthwith and thereafter neither the Company, the Trustee or the relevant Selected Participant shall have any obligations and liabilities towards each other; or (ii) to pay or procure to be paid the Group Contribution to the Trustee. Upon the receipt of the instruction and Group Contribution from the Company, the Trustee shall, subject to paragraph 4.3, satisfy any shortfall, actual or contingent, in the Awarded Shares by purchasing the relevant number of Shares on the Stock Exchange in accordance with paragraph 4.2(B), provided that if any Award is proposed to be made to a Connected Person, any allocation of funds by the Company to the Trustee for this purpose shall satisfy all applicable requirements of the Listing Rules.

- (E) If:
- (i) the Group Contributions received by the Trustee have been applied for purchases of and/or subscriptions for such number of Shares which reaches the maximum number of issued Shares as provided under paragraph 7; or
 - (ii) there are any excess Group Contributions after all the said purchases and/or subscription,

the excess Group Contributions shall be returned by the Trustee to the Company as soon as reasonably practicable after completion of all such purchases and/or subscription.

- (F) For the avoidance of doubt, Shares purchased and/or subscribed for under this paragraph 4.2 shall form part of the capital of the trust fund of the trust constituted by the Trust Deed.

4.3 If any proposed purchase of or, as the case may be, subscription for Shares under paragraph 4.2 shall fall on any day on which the Directors are restricted from making any Award or giving any instruction as referred to in paragraph 3.6, the Trustee shall not effect the relevant purchase and/or subscription. The Trustee shall notify the Board or the Committee in writing at least three (3) Business Days in advance of a proposed date of purchase and/or subscription under paragraph 4.2 and the Board or the Committee shall instruct the Trustee in writing at least two (2) Business Days prior to such proposed date of purchase and/or subscription if such purchase and/or subscription has to be postponed by reason of this paragraph 4.3, whereupon such purchase and/or subscription shall be postponed to such date as notified by the Board or the Committee in writing (and in case the Shares are not traded on the Stock Exchange on such date, the next Business Day on which the Shares are traded on the Stock Exchange).

5. VESTING OF THE AWARDED SHARES

5.1 Subject to paragraphs 5.2(E) and 6, the Trustee shall transfer to and vest in any Selected Participant the legal and beneficial ownership of the Awarded Shares to which such Selected Participant is entitled under the relevant Award as soon as practicable after the latest of:

R17.03(6)
R17.03F

- (a) the Earliest Vesting Date and other subsequent date(s), if any, on which the Trustee may vest the legal and beneficial ownership of the Awarded Shares (or the relevant portions thereof) in the relevant Selected Participant as specified in the Award Notice to which such Award relates;
- (b) the receipt by the Trustee of the requisite information and documents stipulated by the Trustee; and
- (c) where applicable, the date on which the condition(s) and/or performance target(s) (if any) to be attained or paid by such Selected Participant as specified in the related Award Notice have been attained or paid and notified to the Trustee by the Board or the Committee in writing.

5.2 During the Vesting Period:

R17.03(10)

- (A) any dividends and other distributions (“**Other Distributions**”) declared and made in respect of any Awarded Shares shall be held by the Trustee in accordance with the terms of the Scheme and the Trust Deed and the relevant Selected Participant shall not have any right whatsoever in such Other Distributions in respect of any Awarded Shares or otherwise unless and until the relevant Awarded Shares are vested in such Selected Participant in accordance with paragraph 5.1. Such Other Distributions shall be treated and dealt with as income of the trust fund under the Trust Deed generally;
- (B) if the Company offers to Shareholders new Shares or other securities for subscription by way of rights, options or warrants and no amount is required to be payable by the Shareholders for such rights, options or warrants, the Board or the Committee shall (at its absolute discretion, after taking into account the resources which the Trustee has in respect of the Scheme) instruct the Trustee whether or not to (i) sell any nil-paid rights, options or warrants allocated to it in respect of the Awarded Shares held by the Trustee if there is an open market for such rights, options or warrants during a specific period and at a specific price range as instructed by the Board or the Committee, or (ii) take steps to exercise such nil-paid rights, options or warrants by applying the Group Contributions in the form of cash then held by the Trustee and/or by the Company providing the Trustee with the necessary funding. The net proceeds of such sale (if so sold) shall be treated and dealt with as income of the trust fund under the Trust Deed generally. For the avoidance of doubt, no Selected Participants shall have any right to, or interest in, any nil-paid rights, options or warrants (or the underlying Shares, or the proceeds of sale of any such nil-paid rights, options or warrants) allocated under such offer, or any Shares arising from the exercise of such nil-paid rights, options or warrants;

- (C) if the Company offers to the Shareholders new shares or other securities for subscription by way of rights, options, warrants or other open or preferential offer and consideration is required to be paid for the taking up and/or the exercise of such rights, options, warrants or open or preferential offer, the Board or the Committee shall (at its absolute discretion, after taking into account the resources which the Trustee has in respect of the Scheme) instruct the Trustee whether or not to (i) decline to take up, purchase and/or subscribe for such rights, options, warrants or open or preferential offer, or (ii) take steps to take up, purchase and/or subscribe (in whole or in part) for such rights, options, warrants or open or preferential offer by applying the Group Contributions in the form of cash then held by the Trustee and/or by the Company providing the Trustee with the necessary funding. For the avoidance of doubt, no Selected Participants shall have any right to, or interest in, any such any rights, options, warrants or open or preferential offer (or the underlying Shares, or the proceeds of sale of any such rights, options, or open or preferential offer), or any Shares arising from the exercise of such rights, options, or open or preferential offer;
- (D) without prejudice to sub-paragraph (A) above, with respect to any dividends declared by the Company and in connection with which the Company allows its Shareholders to elect to receive Shares in lieu of cash (as provided for in the relevant announcement and/or circular of the Company), then in respect of the Awarded Shares provisionally set aside for any Selected Participant which have not vested, the Board or the Committee shall, at its absolute discretion, instruct the Trustee whether it shall elect to receive Shares in lieu of cash or cash in respect of such dividends, and any such scrip dividend or cash dividend so elected and received by the Trustee shall be treated as and constitute Other Distributions referred to in paragraph 5.2(A). For the avoidance of doubt, no Selected Participants shall have any right to give any direction to, or make any claim against, the Trustee in relation to the making of the said election; and
- (E) if there occurs an event of change in control of the Company, whether by way of offer, merger, scheme of arrangement or otherwise, and such offer becomes or is declared unconditional prior to the vesting of the Awarded Shares in the relevant Selected Participants pursuant to paragraph 5.1, the Selected Participant shall be entitled to be vested with all of his Awarded Shares at any time before the expiry of the period of ten (10) Business Days following the date on which the offer becomes or is declared unconditional. For the purpose of this paragraph 5.2(E), "control" shall have the meaning as specified in the Codes on Takeovers and Mergers and Share Buy-backs from time to time.

5.3 Any Awarded Shares to be transferred to and vested in any Selected Participants will be subject to all the provisions of the Articles for the time being in force and will rank *pari passu* in all respects with the then existing fully paid Shares in issue on the Vesting Date. R17.03(15)

6. **LAPSE OF AWARDS AND RETURNED SHARES**

6.1 In the event (i) a Selected Participant ceases to be an Employee other than for reason R17.03(12)

as provided in paragraph 3.8 (including without limitation, ceasing to be an Employee by virtue of a corporate reorganisation of the Group or the Related Entity), or (ii) the Subsidiary or Related Entity by which a Selected Participant is employed ceases to be a Subsidiary or Related Entity of the Company (or of a member of the Group), or (iii) the Board or the Committee shall at its absolute discretion determine in respect of a Selected Participant (other than a Selected Participant who is an Employee) that (a) the Selected Participant or his associate has committed any breach of any contract entered into between the Selected Participant or his associate on one part and any member of the Group or any Related Entity on the other part as the Board or the Committee may in its absolute discretion determine; or (b) the Selected Participant has committed any act of bankruptcy or has become insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made any arrangement or composition with his creditors generally; or (c) the Selected Participant could no longer make any contribution to the growth and development of any member of the Group or the Related Entity by reason of the cessation of its relationship with the Group or its Related Entity or by any other reasons whatsoever; or (iv) an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise 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) (each of these, an event of “**Total Lapse**”), the Award shall, to the extent not yet vested, automatically lapse forthwith and all the Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Scheme.

- 6.2 In the event (i) a Selected Participant is found to be an Excluded Participant at any time before the Earliest Vesting Date in respect of his Award or other subsequent date(s), if any, on which the Trustee may vest the legal and beneficial ownership of the Awarded Shares (or the relevant portions thereof) in respect of his Award or (ii) (subject to paragraph 3.9) a Selected Participant fails to return duly executed transfer documents prescribed by the Trustee (or such later date as may be determined by the Trustee at its sole and absolute discretion having to all relevant circumstances) for the relevant Awarded Shares within the stipulated period (whether in the ordinary vesting or on such other dates as provided in or determined in accordance with these rules of the Scheme) (each of these, an event of “**Partial Lapse**”), the relevant part of an Award made to such Selected Participant shall, to the extent not yet vested, automatically lapse forthwith and the relevant Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Scheme. R17.03(12)
- 6.3 Except in the circumstances as set out in paragraph 3.8 or a Total Lapse,
- (A) subject to sub-paragraph (C) and barring any unforeseen circumstances, unless otherwise agreed between the Board or the Committee and the Trustee, one (1) month (or such other period as shall be agreed between the Board or the Committee and the Trustee) prior to any Vesting Date, (i) the Board or the Committee shall confirm with the Trustee the list of the Selected Participants who may be eligible to be vested Award Shares (subject to the fulfilment of any vesting conditions (if applicable)) on such vesting date and the number of Awarded Shares to be vested on each such

Selected Participant; and (ii) the Trustee shall send to the relevant Selected Participant (via the Company) a direction form together with such prescribed transfer documents and checklist of information and/or documents which require the Selected Participant to execute and/or provide to effect the transfer and/or sale of the Awarded Shares on or as soon as practicable after the relevant Vesting Date;

- (B) subject to the receipt by the Trustee no later than the date falling seven (7) Business Days before the relevant Vesting Date of (i) the completed direction form and prescribed transfer documents and requisite information and/or documents prescribed by the Trustee and duly signed by the Selected Participant within the period stipulated in the direction form referred to in paragraph 6.3(A) hereof, and (ii) a confirmation from the Company that all vesting conditions (if any) having been fulfilled, the Trustee shall as soon as practicable transfer the relevant Awarded Shares to the relevant Selected Participant and/or sell the relevant Awarded Shares and pay to the relevant Selected Participant; and
- (C) in the event that the number of Business Days between the date of the Award Notice and the Earliest Vesting Date is less than one month, the Trustee shall (within five (5) Business Days from the date of it being notified by the Board of the making of the Award in accordance with paragraph 3.4) send to the relevant Selected Participant (via the Company) a direction form together with such prescribed transfer documents and checklist of information and/or documents which require the Selected Participant to execute and/or provide to effect the transfer and/or sale of the Awarded Shares on or as soon as practicable after the relevant Vesting Date.

6.4 The Trustee shall hold Returned Shares exclusively for the benefit of all or one or more of the Eligible Participants (including future Eligible Participants but excluding any Excluded Participants) and may allocate such Return Shares as Awarded Shares to Selected Participant(s) upon instructions by the Board or the Committee.

7. **SCHEME LIMIT**

7.1 Subject to paragraph 7.2 below, the maximum number of Shares (“**Max Shares Threshold**”) to be subscribed for and/or purchased by the Trustee by applying the Group Contribution pursuant to paragraph 4.2 for the purpose of the Scheme shall not exceed 32,820,516 Shares (subject to adjustments), being 5% of the total number of issued Shares as at the Adoption Date. The Board or the Committee shall not instruct the Trustee to subscribed for and/or purchase any Shares for the purpose of the Scheme when such subscription and/ or purchase will result in the Max Shares Threshold being exceeded.

7.2 Subject to the Listing Rules:

- (A) the total number of Shares which may be allotted and issued in respect of all Awards granted under the Scheme together with options and awards which may be granted under any other share schemes for the time being of the Company shall not in aggregate exceed such number of Shares as equals 10%

R17.03(3)
R17.03B(1)
R17.03B(2)
Note (1)

of the Shares in issue as at the date of approval of this overall scheme limit by the Shareholders at a general meeting (“**Scheme Mandate Limit**”). Awards lapsed in accordance with the terms of this Scheme will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit;

- (B) the Company may seek approval of the Shareholders in general meeting to refresh the Scheme Mandate Limit under this Scheme after three (3) years from the date of Shareholders’ approval for the last refreshment). However, the total number of Shares which may be allotted and issued upon exercise of all options and awards to be granted under this Scheme and any other schemes of the Company under the limit as “refreshed” must not exceed 10% of the relevant class of Shares in issue as at the date of approval of the refreshed Scheme Mandate Limit. For the purpose of calculating the refreshed Scheme Mandate Limit, options and awards (including those outstanding, cancelled, lapsed or exercised in accordance with the Scheme and any other share schemes of the Group) previously granted under the Scheme and any other share schemes of the Group will not be counted. For the purpose of seeking approval of Shareholders under this paragraph 7.2(C), the Company must send a circular to its Shareholders containing the information required under the Listing Rules; R17.03C(1)(a)
R17.03C(2)
- (C) any refreshment of the Scheme Mandate Limit to be made within any three-year period 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 Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting and in accordance with the requirements under the Listing Rules; and R17.03C(1)(b)
- (D) the requirements under paragraph 7.2(C) do not apply if the refreshment is made immediately after an issue of securities by the Company to the Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the total number of Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities, rounded to the nearest whole Share. R17.03C(1)(c)
- 7.3 Without prejudice to paragraph 7.2, the Company may seek separate approval of the Shareholders in general meeting for granting Awards beyond the Scheme Mandate Limit provided that the Awards in excess of the Scheme Mandate Limit are granted only to Eligible Participants specifically identified by the Company before such approval is sought. The number and terms of the Awards to be granted to such Eligible Participant must be fixed before Shareholders’ approval. R17.03C(3)
- 7.4 Where any grant of Awards to an Eligible Participant would result in the Shares issued and which may fall to be issued and the options and awards granted to such Eligible Participant under any other share schemes of the Group (including both exercised or outstanding options, and excluding any options and awards lapsed in accordance with the terms of the relevant schemes) in the twelve (12)-month period up to and including the date of such grant representing in aggregate over 1% of the Shares in issue, such grant must be separately approved by the Shareholders in general meeting with such R17.03(4)
R17.03D

Eligible Participant and his close associates (or associates if the Eligible Participant is a connected person) abstaining from voting. The number and terms of Awards to be granted to such Eligible Participant must be fixed before Shareholders' approval.

- 7.5 The grant of any Awards to a Director, chief executive or substantial Shareholder, or any of their respective associates, must be approved by the independent non-executive Directors (excluding any independent non-executive director who is the proposed grantee of the Award). R17.04(1)
- 7.6 Where any grant of Awards 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 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 relevant class of Shares in issue, such further grant of Awards must be approved by the Shareholders in a general meeting where such person, his associates and all core connected persons of the Company must abstain from voting in favour of the proposed grant at such general meeting. The number and terms of Awards to be granted to such Eligible Participant must be fixed before Shareholders' approval. R17.04(2)
- 7.7 Where any grant of Awards to an independent non-executive Director or a substantial Shareholder 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 schemes) to such person in the twelve (12)-month period up to and including the date of such grant representing in aggregate over 0.1% of the total issued Shares, such further grant of Awards must be approved by the Shareholders in a general meeting of the Company where such person, his associates and all core connected persons of the Company must abstain from voting in favour of the proposed grant at such general meeting. The number and terms of Awards to be granted to such Eligible Participant must be fixed before Shareholders' approval. R17.04(3)
- 7.8 For the purpose of seeking the approval of the Shareholders under this paragraph 7, the Company must send a circular to the Shareholders containing the information required under the Listing Rules and where the Listing Rules shall so require, the vote at the Shareholders' meeting convened to obtain the requisite approval shall be taken on a poll with those persons required under the Listing Rules abstaining from voting. R17.04(4)
- 7.9 Any change in the terms of Awards granted to an Eligible Participant who is a Director, chief executive or substantial Shareholder, or any of their respective associates, must be approved by the Shareholders if the initial grant of such Awards requires such approval (except where the changes take effect automatically under the existing terms of the Scheme). R17.04(5)
Note (1)

8. VOTING RIGHTS RE SHARES IN SHARES POOL AND SELECTED PARTICIPANTS HAVING NO RIGHTS

- 8.1 The Trustee shall not exercise the voting rights in respect of any Shares held under the trust constituted by the Trust Deed (including but not limited to any Shares in the Shares Pool, the Awarded Shares, the Further Shares, the Returned Shares, any bonus R17.05A
R17.12(2)

Shares and scrip Shares). In particular, the Trustee holding unvested Shares under 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.

- 8.2 The Selected Participants shall have no right in the Awarded Shares (including, for the avoidance of doubt, any voting, dividend and other rights) set aside for them pursuant to paragraph 4 unless and until the Trustee has transferred and vested the legal and beneficial ownership of such Awarded Shares to and in the Selected Participants in accordance with the terms hereof and subject to the Articles. For the avoidance of doubt: R17.03(10)
- (A) a Selected Participant shall only have a contingent interest in the Awarded Shares which are referable to him subject to the vesting of such Shares in accordance with paragraph 5.1;
 - (B) a Selected Participant shall have no rights in the Residual Cash (for the avoidance of doubt, including any dividend payable on the Awarded Shares) or any of the Returned Shares;
 - (C) no instruction may be given by a Selected Participant to the Trustee in respect of the Awarded Shares and/or the Other Distributions and/or such other properties or assets of the trust constituted by the Trust Deed;
 - (D) a Selected Participant shall have no rights in the fractional share arising out of consolidation of Shares or arising from allocation of Shares under a bonus Share issue or scrip dividend in respect of the Awarded Shares (and such Shares shall be deemed as Returned Shares for the purposes of the Scheme);
 - (E) subject to paragraph 3.8, where a Selected Participant ceases to be an Employee on the relevant Vesting Date, the award of the Awarded Shares in respect of the relevant Vesting Date shall lapse, such Awarded Shares shall not vest on the relevant Vesting Date and the Selected Participant shall have no claims against the Company or the Trustee; and
 - (F) in the case of the death of a Selected Participant, the Benefits shall be forfeited if no transfer of the Benefits to the Personal Representatives of the Selected Participant is made within the period prescribed in paragraph 3.9, and the Personal Representatives of the Selected Participant shall have no claims against the Company or the Trustee.

9. REORGANISATION OF CAPITAL STRUCTURE

- 9.1 In the event of any alteration in the capital structure of the Company arising from a capitalisation issue, rights issue, consolidation or sub-division of the Shares, or reduction of the share capital of the Company, then, in any such case the Company shall instruct the auditors of the Company (“**Auditors**”) or independent financial adviser to certify in writing: R17.03(13)

- (A) the adjustment, if any, that ought in their opinion fairly and reasonably to be made either generally or as regards any particular grantee, to: (i) the number or nominal amount of Shares to which the Scheme or any Award relates (insofar the balance of which had not yet vested); and/or (ii) the number of Shares comprised in an Award (to the extent the balance of which had not yet vested), and an adjustment as so certified by the Auditors or the independent financial adviser shall be made, provided that:
- (1) any such adjustment shall be made on the basis that the Awarded Shares under the Award (to the extent the balance of which had not yet vested) shall remain as nearly as possible the same (but shall not be greater than) as it was before such event;
 - (2) no such adjustment shall be made the effect of which would be to enable a Share to be issued at less than its nominal value; R17.03(13)
Note
 - (3) any such adjustment shall be made on the basis that a grantee shall be given the same proportion of the issued share capital of the Company, rounded to the nearest whole Share, in respect of the Awarded Shares under the Award (to the extent the balance of which had not yet vested); R17.03(13)
Note
R17.03B(2)
Note (2)
 - (4) the issue of Shares or other securities of the Company for cash or as consideration in a transaction shall not be regarded as a circumstance requiring any such adjustment; and R17.03(13)
Note
 - (5) any such adjustment shall be made in compliance with such rules, codes and guidance notes of the Stock Exchange from time to time; and
- (B) in respect of any such adjustments, other than any adjustment made on a capitalisation issue, the Auditors or the independent financial adviser must confirm to the Directors in writing that the adjustments satisfy the requirements of the relevant provisions of the Listing Rules from time to time. R17.03(13)
Note

9.2 In giving any certificate under this paragraph 9, the Auditors and independent financial adviser appointed under paragraph 9.1 shall be deemed to be acting as experts and not as arbitrators and their certificate shall, in the absence of manifest error, be final, conclusive and binding on the Company and all persons who may be affected thereby.

10. CANCELLATION OF AWARDS

Subject to the rules of this Scheme (including paragraph 3.10) and Chapter 17 of the Listing Rules, any Award granted may not be cancelled except with the prior written consent of the relevant Selected Participant and the prior approval of the Directors. Where the Company cancels any Award granted to a Selected Participant and makes new Award(s) to the same Selected Participant, the making of such new Award(s) may only be made under this Scheme with available ungranted Awards (excluding, for this purpose, the Awards so cancelled) within the limits approved by the Shareholders as set out in paragraph 7.2. The Awards cancelled will be regarded as utilised for the purpose

R17.03(14)

R17.03(14)
Note

of calculating the Scheme Mandate Limit.

11. DISPUTES

Any dispute arising in connection with the Scheme shall be referred to the decision of the Board or the Committee who shall act as experts and not as arbitrators and whose decisions shall be final, conclusive and binding on all persons who may be affected thereby.

12. ALTERATION OF THESE RULES OF THE SCHEME

R17.03(18)

12.1 The rules of the Scheme may be altered in any respect by a resolution of the Board or the Committee subject to the following:

(A) any alterations to the terms and conditions of the Scheme which are of a material nature or any alteration in relation to any matter contained in Rule 17.03 of the Listing Rules to the advantage of the Eligible Participants must be approved by the Shareholders in general meeting; and

R17.03(18)
Note (1)

(B) any change to the authority of the Directors or the administrator of this Scheme to alter the terms of the Scheme must be approved by the Shareholders in general meeting.

R17.03(18)
Note (4)

12.2 Any change to the terms of the Award granted to a Selected Participant must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Award was approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be), except where the alterations take effect automatically under the existing terms of the Scheme.

R17.03(18)
Note (2)

12.3 Any alteration to the terms and conditions of the Scheme and/or any Awards pursuant to this paragraph 12 shall comply with the relevant requirements of the Listing Rules.

R17.03(18)
Note (3)

12.4 Written notice of any amendment to the Scheme shall be given to the Trustee.

13. TERMINATION

13.1 The Scheme shall terminate on the earlier of:

(i) on the 10th anniversary date of the Adoption Date; and

(ii) such date of early termination as determined by the Board or the Committee, provided that such termination shall not affect any subsisting rights of any Selected Participant hereunder.

13.2 If, at the date of the termination of the Scheme, the Trustee holds any Share which has not been set aside pursuant to paragraph 3 in favour of any Selected Participant or retains any unutilised funds received as the Group Contribution or otherwise, then the Trustee shall, within twenty-one (21) Business Days or such longer period as the Board or the Committee may otherwise determine (on which the trading of the Shares has not

been suspended) after receiving actual notice of such termination, sell such Shares and remit the proceeds of sale (after making appropriate deductions in respect of stamp duty and other costs, liabilities and expenses in accordance with the Trust Deed) together with such unutilised funds to the Company.

13.3 Upon termination of the Scheme:

R17.03(16)

- (A) no further grant of Awarded Shares may be made under the Scheme, these rules of the Scheme shall remain in full force and effect in respect of Awards which have been granted during the term of the Scheme and which remain unvested or which have vested but not yet been transferred to a Selected Participant immediately prior to the termination of the Scheme, and subject to paragraph 3.8, all the Awarded Shares of the Selected Participant shall continue to be held by the Trustee and, save in respect of the Total Lapse, and subject to the receipt by the Trustee of the transfer documents prescribed by the Trustee and duly executed by the Selected Participant within the period stipulated by the Trustee;
- (B) Returned Shares and such non-cash income remaining in the trust fund shall be sold by the Trustee, within twenty-one (21) Business Days (on which the trading of the Shares has not been suspended) of receiving notice of such termination of the Scheme (or such longer period as the Board or the Committee may otherwise determine);
- (C) Residual Cash, net proceeds of sale referred to in paragraph 13.3(B) hereof and such other funds remaining in the trust constituted by the Trust Deed (after making appropriate deductions in respect of all disposal costs, liabilities and expenses in accordance with the Trust Deed) shall be remitted to the Company forthwith after the sale. For the avoidance of doubt, the Trustee may not transfer any Shares to the Company nor may the Company otherwise hold any Shares whatsoever (other than its interest in the proceeds of sale of such Shares pursuant to paragraph 13.3(B) hereof).

13.4 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.

14. MISCELLANEOUS

14.1 These rules of the Scheme shall not form part of any contract of employment between the Company or any Subsidiary or any Related Entity and any Eligible Participant, and the rights and obligations of any Eligible Participant under the terms of his office 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 Eligible Participant no additional rights to compensation or damages in consequence of the termination of his office or employment for any reason.

14.2 The Company shall bear the costs and expenses of establishing, administering and implementing the Scheme (including, for the avoidance of doubt, the Trustee's fees and costs, any transaction levy, investor compensation levy, brokerage, trading fee, trading tariff, stamp duty and any other tax and expenses of whatsoever nature payable on the

Trustee in respect of any sale, purchase, vesting or transfer of, or subscription for, Shares pursuant to the Scheme), but excluding any costs, expenses, levies and taxes or expenses of other nature which are payable on the part of any Selected Participant in respect of any sale, purchase, vesting or transfer of Shares or otherwise unrelated to the making of the relevant Award under the Scheme and which shall be payable by the relevant Selected Participant(s).

14.3 Any notice or other communication between the Company, the Board or the Committee, any Selected Participant and/or the Trustee may be given by sending the same by prepaid post or by personal delivery to:

- (A) in the case of the Company or the Board or the Committee, the principal place of business of the Company in Hong Kong;
- (B) in the case of the Trustee, its registered office or principal place of business in Hong Kong or such other address as notified by the Trustee to the Company from time to time; and
- (C) in the case of any Selected Participant, his last known address as notified by such Selected Participant to the Company from time to time or, if none or incorrect or out of date, his last place of employment with the Group or the Related Entity or the Company's principal place of business from time to time.

14.4 Any notice or other communication:

- (A) if sent by any Selected Participant, shall be irrevocable and shall not be effective until actually received by the Company, the Board or the Committee and the Trustee (as the case may be);
- (B) if sent to any Selected Participant shall be deemed to be given or made three (3) days after the date of posting, if sent by local postage pre-paid registered mail to an address in Hong Kong; and five (5) days after the date of posting, if sent by postage pre-paid registered airmail to an address outside Hong Kong; and when delivered, if delivered by hand; and
- (C) if sent to the Trustee, shall be irrevocable and shall not be effective until actually received by the Trustee.

14.5 The Scheme shall not confer on any person any legal or equitable rights against the Company and the Trustee, or any of them, directly or indirectly or give rise to any cause of action at law or in equity against the Company and the Trustee, or any of them.

14.6 The grant of an Award on a particular basis in any year does not create any right to or expectation of the grant of Award on the same basis, or at all, in any future year. Participation in this Scheme does not imply any right to participate, or to be considered for participation in any later operation of this Scheme. Subject to any applicable legislative requirement, any Award will not be regarded as remuneration for pensions purposes or for the purposes of calculating payments on termination of employment.

14.7 A Selected Participant shall, before accepting an Award and taking the transfer and

vesting of the related Awarded Shares to and in him, obtain all necessary consents that may be required to enable him to accept such Award and take such transfer and vesting of the related Awarded Shares, as the case may be, in accordance with these rules of the Scheme. By accepting an Award, the Selected Participant is deemed to have represented to the Company and the Trustee that he has obtained all such consents. Compliance with this paragraph shall be a condition precedent to an acceptance of an Award by a Selected Participant. The Company shall not be responsible for any failure by any Selected Participant to obtain any consent or approval required for such Selected Participant to participate in this 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 this Scheme. A Selected Participant shall indemnify the Company and the Trustee, as the case may be, fully against all claims, demands, liabilities, actions, proceedings, fees, costs and expenses which the Company or the Trustee, as the case may be, may suffer or incur (whether alone or jointly with other party or parties) for or in respect of any failure on the part of such Selected Participant to obtain any necessary consent or to pay tax or other liabilities in relation to or in connection with his acceptance of the Award and taking the transfer and vesting of the related Awarded Shares to and in him as referred to in this paragraph 14.7.

- 14.8 A Selected Participant shall pay all tax and discharge all liabilities to which he may become subject or liable as a result or consequence of his participation in the Scheme, acceptance of any Award made hereunder, and taking the transfer and vesting of the related Awarded Shares to and in him, or any of the foregoing.
- 14.9 The Trustee may rely on the Award Notices and instructions and directions in writing, or any of them, given to it by the Board or the Committee from time to time under the Scheme, and the contents thereof, without further and/or independent inquiry or verification, and may assume the same and the transactions contemplated thereby to be in compliance with all applicable laws, rules, regulations, codes, and guidelines, whether statutory, regulatory, administrative or otherwise and whether having the force of law, and these rules of the Scheme and the Trust Deed.
- 14.10 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.
- 14.11 By participating in this Scheme the Selected Participant consents to the holding and processing of personal data provided by the Selected Participant to the Company for all purposes relating to the operation of this Scheme. These include, but are not limited to:
- (A) administering and maintaining the Selected Participant records;
 - (B) providing information to the Trustee, legal advisers, registrars, brokers or third party administrators of this Scheme;
 - (C) providing information to future purchasers of the Company or the business in which the Selected Participant works; and

(D) transferring information about the Selected Participant to a country or territory outside Hong Kong.

14.12 Each and every provision hereof shall be treated as a separate provision and shall be severally enforceable as such and 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 are unenforceable they shall be deemed to be deleted from these rules of this Scheme, and any such deletion shall not affect the enforceability of the rules of this Scheme as remain not so deleted.

15. GOVERNING LAW

15.1 The Scheme shall operate subject to the Articles.

15.2 The Scheme shall be governed by and construed in accordance with the laws of Hong Kong.

***** *End of these rules of the Scheme* *****