
SHENZHEN DOBOT CORP LTD

The H Share Award Scheme

CHAPTER I DEFINITIONS

- 1.1. Unless the context otherwise requires, the following terms or abbreviations shall have the following meanings:

Terms	Definition
Actual Selling Price	according to the instruction, the cash value to be allocated and payable to the Grantees with respect to the Awarded Shares vested, at which corresponding relevant Target Shares with respect to the Awarded Shares vested are sold by the Trustee pursuant to Clause 7.7 of the Scheme (net of brokerage, the Stock Exchange trading fee, SFC transaction levy, Accounting and Financial Reporting Council transaction levy, stamp duty and any other applicable costs)
Adoption Date	being the date on which the Scheme is approved at the shareholders' meeting
Articles of Association	articles of association of SHENZHEN DOBOT CORP LTD (深圳市越疆科技股份有限公司) (as amended from time to time)
Award	an award granted by the Board and/or its Delegatee to a Grantee under the Scheme, which may vest in the form of Awarded Shares or the Actual Selling Price of the Awarded Shares in cash in accordance with the terms of the Scheme Rules
Awarded Shares	the H Shares granted to a Grantee in an Award
Award Letter	a letter from the Company to the Grantees involving matters under Clause 6.3
Board	the board of directors of the Company
Business Day	a day on which the Stock Exchange is open for business of dealing in securities

Terms	Definition
Company	SHENZHEN DOBOT CORP LTD (formerly known as Shenzhen Yuejiang Technology Co., Ltd.) (深圳市越疆科技股份有限公司), incorporated under the PRC laws on 30 July 2015 under the name of Shenzhen Yuejiang Technology Co., Ltd. (深圳市越疆科技有限公司) as a limited liability company and converted into a joint stock company under the PRC laws on 28 December 2022, whose H Shares are listed on the Main Board of the Stock Exchange (stock code: 02432)
connected person(s)	has the meaning ascribed to it under the Listing Rules
associate(s)	has the meaning ascribed to it under the Listing Rules
close associate(s)	has the meaning ascribed to it under the Listing Rules
Trust Account	account separately set up by the Trustee for the Company to record corporate basic information and information of corporate interests
Grant Date	the date on which the Awarded Shares are granted to a Grantee, being the date of issuance of an Award Letter
Delegatee(s)	the Board committee(s) and/or person(s) delegated by the Board
Eligible Participant	has the meaning ascribed to it under Clause 4.1
Accounting and Financial Reporting Council	the Accounting and Financial Reporting Council of Hong Kong
employee(s)	the employee(s) who have entered into formal employment contracts with the relevant members of the Group and whose employer-employee relationship with the Group continues to exist
Grantee(s)	Eligible Participants who are eligible under Chapter IV of the Scheme to participate in the Scheme and have been granted Awarded Shares
Grant Price	the grant price of each Target Share in relation to Awarded Shares to be determined by the Board (or any committee or person duly authorised by the Board) when granting Awarded Shares

Terms	Definition
Group	the Company and its subsidiaries from time to time, and the expression of “member of the Group” shall be construed accordingly
H Share(s)	the overseas listed foreign share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are listed on the Stock Exchange and traded in Hong Kong dollars
H Share Option Scheme	the H Share Option Scheme of SHENZHEN DOBOT CORP LTD (深圳市越疆科技股份有限公司)
Individual Limit	as defined in Clause 5.2(2) under the Scheme
inside information	has the meaning ascribed to it under the SFO
Listing Rules	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time)
PRC	the People’s Republic of China, for the purpose of the Scheme, excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan
Related Entity(ies)	the holding company(ies), fellow subsidiary(ies) or associate(s) of the Company
Related Entity Participant(s)	director(s), supervisor(s) and employee(s) (whether full-time or part-time employees) of the Related Entities
Remuneration and Appraisal Committee	the remuneration and appraisal committee of the Board
Scheme	the H Share Award Scheme of SHENZHEN DOBOT CORP LTD (深圳市越疆科技股份有限公司)
Scheme Funds	have the meaning ascribed to it under Clause 5.1(1) of the Scheme
Scheme Period	has the meaning ascribed to it under Clause 2.4
Scheme Mandate Limit	has the meaning ascribed to it under Clause 5.2(2)

Terms	Definition
SFO	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
Stock Exchange	The Stock Exchange of Hong Kong Limited
subsidiary	has the meaning ascribed to it under the Listing Rules
Target Share(s)	the H Share(s) of the Company involved in the Scheme
Tax	has the meaning ascribed to it under Clause 7.9
Trust	the trust constituted under the Trust Deed
Trustee	the trustee to be appointed by the Company for the purpose of the Trust
Trust Deed	the trust deed to be entered into between the Company and the Trustee pursuant to the Scheme (as may be restated, supplemented and amended from time to time)
Trust Property	the sum of the Scheme Funds and the property gains and losses from the Target Shares invested and the management of the Trust
Vesting Date	the date on which Awarded Shares are vested to the relevant Grantees as determined by the Board and/or the Delegatee from time to time in accordance with Clause 6.5, as set out in the relevant Award Letter
Vesting Notice	has the meaning ascribed to it under Clause 7.5
“RMB” or “RMB(0,000)”	Renminbi yuan or ten thousand yuan

CHAPTER II PURPOSE, TERMS AND BASIC PRINCIPLES OF THE SCHEME

2.1. The Company has formulated the Scheme in accordance with the Company Law of the People's Republic of China, the relevant regulatory rules of the places where the Company is established and listed and other relevant laws, regulations, rules and normative documents, and the Articles of Association.

2.2. Purpose of the Scheme

The purposes of the Scheme are: to promote the achievement of long-term sustainable development and performance goals of the Company; to closely align the interests of the Grantees with those of the Shareholders, investors and the Company, thereby enhancing the cohesion of the Company and facilitating the maximisation of the value of the Company; and to improve the Company's incentive mechanism to attract, motivate and retain Directors, supervisors, senior management and employees who have made outstanding contributions to the sustainable operation, development and long-term growth of the Company.

2.3. Trustee of the Scheme

The Board and/or the Delegatee may appoint one or more trustees. The Company will enter into a trust deed with the Trustee. The Trust is established for the purpose of managing the Scheme pursuant to the Trust Deed, and the Trustee shall purchase or acquire the relevant H Shares as the Target Shares accordingly in accordance with Clause 5.2(1). Subject to the Company Law of the People's Republic of China, the regulatory rules of the places where the Company is registered and listed and other applicable laws, regulations, rules and normative documents, and the Articles of Association of the Company, the Trustee shall perform its rights and obligations in accordance with the Scheme and the Trust Deed. If the Trustee is unable to hold the Awarded Shares due to the restrictions imposed by the Company Law of the People's Republic of China, the regulatory rules of the places where the Company is registered and listed and other applicable laws, regulations, rules and normative documents, the Trustee, with the consent of the Board and/or the Delegatee, has the right to sell such Shares.

2.4. Term of the Scheme

Subject to Clauses 2.6 and 10.5, the Scheme shall remain in force and effect for a period of ten (10) years from the Adoption Date (i.e. the date on which the adoption of the Scheme is approved by the Shareholders' meeting) (the "**Scheme Period**"), after which no additional Awarded Shares shall be granted, if there are any Awarded Shares that are granted but unvested by the end of the Scheme term, the Scheme will be extended until such Awarded Shares have vested.

2.5. Basic Principles of the Scheme

(a) *Compliance principle*

The Company implements the Scheme in strict compliance with the requirements and procedures of the Company Law of the People's Republic of China, the relevant laws, regulations, rules and regulatory documents of the places where the Company is established and listed, and makes true, accurate, complete and timely information disclosure. No one shall exploit the Scheme to engage in fraudulent security activities such as insider trading and stock market manipulation.

(b) *Voluntary participation principle*

The Company implements the Scheme in accordance with the principles of discretionary decision of the Company and voluntary participation of Eligible Participants. The Company shall not force Eligible Participants to participate in the Scheme by way of apportionment, mandatory distribution, etc.

(c) *Principle of non-committed to return*

The Grantees acknowledge and agree that the disposal of the Awarded Shares vested to the Grantees (if applicable) by the Trustee under the Scheme may be affected by the fluctuation of the market share price, and the Company will not make any commitment on the Actual Selling Price and return.

2.6. Conditions Precedent of the Scheme

The implementation of the Scheme is conditional upon the passing of special resolutions by the Shareholders at a shareholders' meeting of the Company to approve the adoption of the Scheme and to authorise the Board and/or the Delegatee to grant Awards in accordance with the Scheme and authorise the Board to allot and issue Shares in respect of any Awards to be granted pursuant to the Scheme, and the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, any Share on the Stock Exchange which may be issued in respect of all Awards to be granted in accordance with the terms and conditions of the Scheme.

CHAPTER III ADMINISTRATION OF THE SCHEME

- 3.1.** The shareholders' meeting of the Company is the highest authority of the Company and is responsible for considering and approving the adoption of the Scheme, while the Board of the Company is the executive management body of the Scheme. The Board is responsible for formulating and revising the Scheme. Upon the consideration and approval of the Scheme by the Board, the Scheme will be implemented after being approved at the shareholders' meeting. The Board and/or the Delegatee may handle and implement all relevant matters of the Scheme within the authorisation of the shareholders' meeting.

- 3.2. The independent non-executive director shall supervise whether the Scheme is conducive to the sustainable development of the Company, whether the Scheme damages the overall interests of the Company and its Shareholders, and whether the implementation of the Scheme complies with the applicable laws, regulations and normative documents and the regulatory rules of the places where the Company is registered and listed.
- 3.3. Any grant of Awards to the directors or senior management of the Group shall obtain the approval of the Remuneration and Appraisal Committee and the Board in advance, and any grant of Awards to the directors or other connected persons of the Company shall comply with all applicable laws, rules and regulations, including the Listing Rules and the codes or securities trading restrictions adopted by the Company.
- 3.4. The Trust is established to serve the Scheme, and pursuant to the relevant provisions of the Trust Deed and at the instruction of the Company, the Trustee shall purchase or acquire the relevant Target Shares in accordance with Clause 5.2(1) and shall hold any Awarded Shares acquired in accordance with the terms of the Scheme and the provisions of the Trust Deed. For the purposes of the Scheme, the Trustee is required to implement the vesting, sale and other matters in respect of the Awarded Shares in accordance with the terms of the Scheme and the provisions of the Trust Deed and at the instructions given by the Board, the Delegatee and/or Grantees (if applicable) through the Company.
- 3.5. Without prejudice to the general management powers of the Board, the Board may delegate the power to manage the Scheme (including the power to grant Awards under the Scheme) to the Delegatee designated by it. The term of office, authority and remuneration (if any) of the Delegatee shall be determined by the Board from time to time at their sole discretion.
- 3.6. Subject to the rules of the Scheme, the Listing Rules, in particular note (2) to Rule 17.03(18) of the Listing Rules, namely being subject to approval by the Board, the Remuneration and Appraisal Committee, the independent non-executive Directors and/or the shareholders of the Company (as the case may be) if the initial grant of the Awards was approved in such way, and the applicable laws and regulations, the Board and/or the Delegatee (to the extent authorised by the Board) shall have the right from time to time to:
- (1) explain the rules of the Scheme and the relevant provisions;
 - (2) make or modify the arrangements, guidelines, procedures and/or regulations for the management, interpretation, implementation and operation of the Scheme, provided that such arrangements, guidelines, procedures and/or regulations shall not conflict with the rules of the Scheme;
 - (3) grant Awards to the Eligible Participants selected by it from time to time;
 - (4) approve the form and content of the Award Letter;
 - (5) determine, review, approve and adjust the Grant Date, the list of Grantees, Awarded Shares to be granted, the Grant Price and the vesting conditions;

- (6) establish, evaluate and set the vesting conditions, and review the satisfaction of the vesting conditions;
 - (7) adjust, evaluate and review any change of the vesting conditions, or adjust the Vesting Date of any Awarded Shares in accordance with the terms of the Scheme;
 - (8) determine, review, approve and adjust the conditions or circumstances for the lapse of Awarded Shares, and adjust, evaluate and review the effectiveness of any Awarded Shares;
 - (9) review and approve the resolution for any special circumstance not specified in the Scheme;
 - (10) decide other matters related to the implementation of the Scheme in accordance with the applicable laws and regulations;
 - (11) select and appoint banks, accountants, trustees, lawyers, consultants and other professionals (if any) for the purpose of the Scheme;
 - (12) sign, execute, amend and terminate all documents related to the Scheme, conduct all procedures, filings and approvals related to the Scheme, and take other steps or actions to give effect to the provisions, intention and implementation of the rules of the Scheme;
 - (13) consider and approve all matters related to the trust arrangement;
 - (14) amend this Scheme within the scope of authorisation granted by the shareholders' meeting; and
 - (15) manage and conduct other matters necessary for the implementation of the Scheme, except those matters to be decided by the shareholders' meeting.
- 3.7. For the avoidance of doubt, the decisions of the Board and/or the Delegatee shall be final and binding on all persons under the Scheme.
- 3.8. Without prejudice to the general management powers of the Board and/or the Delegatee, and to the extent not prohibited by the applicable laws and regulations, the Board and/or the Delegatee may from time to time appoint one or more trustees for the grant, management or vesting of any Awarded Shares. For the avoidance of doubt, notwithstanding anything in the Scheme, the Board (or the Delegatee designated by it) shall be the sole person authorised to give any instruction, order or recommendation (directly or through its designated contact person) to the Trustee.
- 3.9. For the purpose of the management of the Scheme, the Company shall comply with all disclosure related requirements, including the Listing Rules and all applicable PRC laws, regulations and rules.

CHAPTER IV GRANTEES

4.1. Eligible Participants

- (1) The eligible participants who are entitled to participate in the Scheme include current directors, supervisors, senior management and employees (including any person who is granted Awarded Shares under the Scheme as an inducement to enter into employment contracts) of the Company or any of its subsidiaries and Related Entity Participants (the “**Eligible Participants**”).
- (2) In assessing the eligibility of Employee Participants, the Board will consider all relevant factors as appropriate, including, among others:
 - (A) his/her skills, knowledge, experience, expertise and other relevant personal qualities;
 - (B) his/her performance, time commitment, responsibilities or employment conditions and the prevailing market practice and industry standard;
 - (C) his/her contribution expected to be made to the growth of the Group with reference to their historical contribution;
 - (D) his/her length of engagement or employment with the Group; and
 - (E) his/her academic and professional qualifications, and knowledge in the industry.

In assessing the eligibility of Related Entity Participants, the Board will consider all relevant factors as appropriate, including, among others:

- (A) the positive impacts (including support, assistance, guidance, advice, efforts and/or contributions) expected from the Related Entity Participant on the Group’s business development in terms of an increase in revenue or profits, an addition of expertise to the Group and/or other aspects in support of the development and/or growth of the Group’s business with reference to the historical positive impacts brought by such Related Entity Participant;
- (B) the Related Entity Participant’s actual degree of involvement in and/or cooperation with the Group and length of collaborative relationship the Related Entity Participant has established with the Group via its roles and positions held in the Related Entity;
- (C) the number, scale and nature of the projects in which the Related Entity Participant is involved that can promote the business, development and growth of the Group;
- (D) whether the Related Entity Participant has referred or introduced the opportunities to the Group which have materialised into further business relationships;

- (E) whether the Related Entity Participant has assisted the Group in tapping into new markets and/or increasing its market share; and
 - (F) the materiality and nature of the business relations between the Related Entity (in which the Related Entity Participant holds office or position) and the Group, and the contribution made by the Related Entity Participant in such Related Entity through the collaborative relationship that may benefit the core business of the Group.
- (3) Any person shall not be deemed as an Eligible Participant if he/she, on the Grant Date:
- (a) has been publicly censured or declared inappropriate by any securities regulatory authority in the past 12 months;
 - (b) has been imposed an administrative punishment by any securities regulatory authority or administrative authority, or prosecuted for criminal liabilities by any judicial authority in the past 12 months due to any serious violation of laws and regulations;
 - (c) is prohibited from participating in the Scheme as stipulated by laws and regulations;
 - (d) has committed any other act that seriously violates the relevant provisions of the Group or causes significant damage to the interests of the Group as determined by the Board; or
 - (e) has any other circumstance as determined by the Board for safeguarding the interests of the Group and ensuring compliance with the applicable laws and regulations relating to the operation of the Scheme.

4.2. Scope of the Grantees of the Scheme

- (1) The scope of the Grantees of the Scheme includes all Eligible Participants receiving and accepting any grant under the Scheme.
- (2) The Board and/or the Delegatee may select any qualified Eligible Participant as a Grantee to participate in the Scheme. Unless so selected, no Eligible Participant shall be entitled to participate in the Scheme.

- 4.3.** If, before or on the Vesting Date, any of the following circumstances occurs and causes the Grantee to cease to be an Eligible Participant, Awarded Shares that have not yet vested will immediately and automatically lapse unless specifically approved by the Board and/or the Delegatee, such shares remain part of the Trust. For the avoidance of doubt, Awarded Shares that have been vested are not affected by this Clause 4.3, subject to the Company Law of the People's Republic of China, the regulatory rules of the places where the Company is registered and listed and

other applicable laws, regulations, rules and normative documents, and the Articles of Association of the Company, the Trustee will continue to complete the payment to the Grantee in accordance with Clause 7.7:

- (1) circumstances identified by the Board under which the Grantee is not eligible for incentive under the Scheme; or
- (2) other circumstances set forth in the Award Letter by the Board under which Awarded Shares may lapse.

4.4. If, before or on the Vesting Date, any of the following circumstances occurs, Awarded Shares that have not yet vested will immediately and automatically lapse, and Awarded Shares that have been vested but not yet paid to the Grantee by the Trustee in accordance with Clause 7.7 will automatically lapse but remain part of the Trust, including but not limited to:

- (1) the Grantee seriously violates any agreement signed by and between the Group and him/her (including but not limited to any applicable intellectual property ownership agreement, employment contract, non-competition agreement, confidentiality agreement and other similar agreement);
- (2) the Grantee divulges the business secrets of the Group, or takes advantage of his/her position to seek improper benefits for himself/herself or others;
- (3) the Grantee commits any act that has or is likely to have a significant adverse effect on the name, reputation or interests of the Group;
- (4) the Grantee is punished (including administrative detention) or prosecuted for criminal liability by any government authority due to any violation of laws and regulations;
- (5) If any Grantee is found to have committed fraud or acted in bad faith or with continuous or serious misconduct;
- (6) If any Grantee joins a company that the Board reasonably determines to be a competitor of the Group;
- (7) where (i) the Eligible Participant (being an Employee Participant as at the Grant Date) ceases to be an Employee Participant or (ii) the Eligible Participant (being a Related Entity Participant as at the Grant Date) ceases to be a Related Entity Participant, in each case by reason of termination of his/her employment or other contract on any one or more of the grounds that he/she has been guilty of misconduct, or has committed an act of bankruptcy or has become insolvent or has entered into any arrangement or composition with his/her creditors generally, or has been convicted of any criminal offence involving his/her integrity or honesty or on any other ground on which an employer would be entitled to terminate his/her employment at common law or pursuant to any applicable laws, rules and regulations or under the Eligible

Participant's service contract with the Company or the relevant subsidiary of the Company or the relevant Related Entity (as the case may be), and for the purpose of this sub-paragraph, a resolution of the Board or the board of directors of such Related Entity (or equivalent organ thereof vested with the general power to manage the business and affairs of such Related Entity) to the effect that the employment or other relevant contract of an Eligible Participant has or has not been terminated on one or more of the grounds specified in this sub-paragraph shall be conclusive and binding on all persons who may be affected thereby;

- (8) in respect of the Eligible Participant other than an Employee Participant or Related Entity Participant (whether individual or corporation), where the Board at its sole and absolute discretion determines that such Eligible Participant has breached or otherwise failed to comply with any provisions of the relevant contract entered into between the selected participant and any member of the Group, or that the Eligible Participant has breached its fiduciary duty owed to any member of the Group under the common law, or that the Eligible Participant could no longer make any contribution to the growth and development of any member of the Group by reason of cessation of its relationships with the Group or for any other reasons whatsoever; or
- (9) Other circumstances set forth in the Award Letter by the Board under which Awarded Shares may lapse.

- 4.5. The Grantee agrees, undertakes and warrants that if he/she ceases to be an Eligible Participant after the Vesting Date as a result of any of the circumstances set forth in Clause 4.4, and there are any Awarded Shares that have been vested but not yet paid to the Grantee by the Trustee in accordance with Clause 7.7 at that time, the Grantee will voluntarily abandon such Awarded Shares, which will be deemed as lapsed but remain part of the Trust. In addition, the Grantee agrees, undertakes and warrants that if he/she ceases to be an Eligible Participant after the Vesting Date as a result of any of the circumstances set forth in Clause 4.4, the Board and/or the Delegatee shall have the right to require the Grantee to return all or part of the amount that has been paid to him/her (as determined by the Board and/or the Delegatee).
- 4.6. The Awarded Shares that are lapsed in accordance with the terms of the Scheme shall not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit of the Scheme.
- 4.7. The Grantee agrees that no claim will be made against the Company, any other member company of the Group, the Board, the Delegatee, the Trust or the Trustee when any of the circumstances set forth in Clauses 4.3, 4.4 and 4.5 occurs.
- 4.8. The Company shall from time to time notify the Trustee in writing of the date and reason of the cessation of the Grantee to be an Eligible Participant, the lapse of any Awarded Shares that have not been vested or have been vested, and any amendment to the vesting terms and conditions of the Grantee (including Awarded Shares granted).

4.9. For the avoidance of doubt, for the purpose of sub-paragraphs (7) and (8) of paragraph 4.4,

- (a) transfer of employment of a Grantee who is an Employee Participant from one member of the Group to another member of the Group or seconded to a Related Entity and transfer of employment of a Grantee who is a Related Entity Participant from a Related Entity to another Related Entity or seconded to any member of the Group shall not be considered as termination of employment; and
- (b) any Grantee who is an Employee Participant or a Related Entity Participant takes leave of absence with prior approval by the directors of the relevant member of the Group or the Related Entity is not considered cessation of his/her employment.

CHAPTER V SOURCE OF FUNDS AND SOURCE OF TARGET SHARES

5.1. Source of Funds

- (1) The source of funds for the purchase or acquisition of the Target Shares under the Scheme shall be (i) the funds withdrawn by the Company from its own funds; and/or (ii) the amounts the Grantees are required to pay to the Company (or such other person as the Board and/or the Delegatee may designate) for acquiring the Awarded Shares in accordance with the terms of the Award Letter and/or the Scheme. The Grantees who pay the amounts shall ensure the funds are obtained from legal sources, and shall not engage in arrangements of holding by proxy or trust under which shareholdings are not actually attributable to the Grantees. The Board and/or the Delegatee shall ensure that the Trustee obtains the necessary funds for the establishment of the Trust, the amount of which shall be the sum of the following (the “**Scheme Funds**”):
 - (a) the amount for purchasing or acquiring the Target Shares under the Scheme, or such equivalent amount as the Board and/or the Delegatee may determine at their sole discretion; and
 - (b) expenses related to the purchase of the Target Shares (including brokerage fees, stamp duty, SFC transaction levy, AFRC transaction levy and SEHK trading fee at that time), and other necessary expenses to complete the purchase of the Target Shares under the Scheme. For the avoidance of ambiguity, the foregoing expenses do not include all Taxes for which the Grantee is liable under Clause 7.9, and neither the Company nor the Trustee shall be liable for any such Taxes described in Clause 7.9.

- (2) The Board and/or the Delegatee may adjust the Scheme Funds from time to time as agreed in the Trust Deed.

5.2. Source and Maximum Number of the Target Shares

- (1) Subject to Clause 5.3, the source of the Target Shares under the Scheme shall be (i) Shares purchased from the Company at a subscription price representing the nominal value of Shares; (ii) the H Shares acquired using the Scheme Funds at the prevailing market price through on-floor trading and/or off-floor trading in the secondary market in accordance with the instructions of the Company and the relevant provisions of the rules of the Scheme by the Trustee.

The Board and/or the Delegatee may, in accordance with Clause 3.8, give instructions to the Trustee in relation to the purchase or acquisition of the H Shares and specify the terms and conditions, including but not limited to the specified price or price range for the purchase or acquisition, the maximum amount of funds to be used for the purchase or acquisition, the maximum number of the H Shares to be purchased or acquired and/or the specified date or time frame, provided that such purchase or acquisition instructions shall comply with the applicable laws and regulations and the Listing Rules, including but not limited to any restriction on trading in H Shares in the lock-up periods or with inside information, and avoid triggering the relevant provisions of a mandatory tender offer.

- (2) In any case, the total number of new Shares allotted and issued pursuant to the potential grant under the Scheme and other share award schemes and H Share Option Scheme shall not in aggregate exceed 10% of the total issued share capital as at the Adoption Date of the Scheme (the “**Scheme Mandate Limit**”).
- (3) During any 12-month period, the maximum number of Awarded Shares or any Share Awards or share options granted to the selected participants under the Scheme or any other share scheme of the Company shall not exceed 1% of the number of Shares in issue of the Company from time to time (the “**Individual Limit**”). Without the approval of a resolution by poll at the shareholders’ meeting, the Board and/or the Delegatee shall not grant any additional Awarded Shares which would result in excess of the Scheme Mandate Limit.

5.3. Restrictions on the Purchase of the Target Shares

Under any of the following circumstances, the Company shall not instruct the Trustee to purchase or acquire the Target Shares and shall immediately notify the Trustee to cease or suspend the purchase of the Target Shares:

- (1) from the appearance of any inside information, to the publication date of such inside information;
- (2) from the 60th day immediately prior to the publication of the annual results, to the publication date of such annual results (both dates inclusive);
- (3) from the 30th day immediately prior to the publication of the interim results or quarterly results (if applicable), to the publication date of such interim results or quarterly results (both dates inclusive); or
- (4) other restrictive circumstances as stipulated by the applicable laws and regulations of the places where the Company is registered and listed, and the provisions of China Securities Regulatory Commission, the Securities and Futures Commission of Hong Kong and the Stock Exchange where the Company's securities are listed.

- 5.4. The Board and/or the Delegatee may, at any time after instructing the Trustee to purchase or acquire any Target Share, instruct the Trustee in writing to cease or suspend the purchase of the Target Shares until further notice (without giving any reason).

CHAPTER VI GRANT OF AWARDED SHARES

- 6.1. Subject to the terms and conditions of the Scheme, the Board and/or the Delegatee may, at their sole discretion and on such terms and conditions as they may think fit, grant Awarded Shares to any Eligible Participant at the Grant Price, which shall be paid by the Grantee in accordance with Clause 7.6 upon vesting of Awarded Shares, and the amount of the relevant Grant Price shall be determined by the Board and/or the Delegatee(s) and set forth in the Award Letter.
- 6.2. Each Share Award granted to any director, chief executive or substantial shareholder (or any of their associates) of the Company shall be subject to the prior approval of the independent non-executive directors of the Company. In addition:
- (a) if the grant of any Share Awards (excluding the grant of share options) to the directors (excluding independent non-executive directors) or chief executive (or any of their associates) of the Company would result in the total number of shares issued or to be issued under all Share Awards involving the issue of new shares (excluding any awards that have lapsed under the terms of this Scheme or any other share schemes of the Company) granted to the relevant individual under this Scheme and any other share schemes of the Company

within the 12 months ending and including the Grant Date exceeding 0.1% (or such other higher percentage as may be prescribed by the Stock Exchange from time to time) of the total issued shares (excluding treasury shares) as of the Grant Date, such further grant of Share Awards shall be subject to the prior approval of shareholders at a shareholders' meeting and the requirements as set out in the Listing Rules; or

- (b) if the grant of any Share Awards to an independent non-executive director or the substantial shareholders (or their respective associates) of the Company would result in the total number of shares issued or to be issued under all share options and awards involving the issue of new shares (excluding any share options and awards that have lapsed under the terms of this Scheme or any other share schemes of the Company) granted to the relevant individual under this Scheme and any other share schemes of the Company within the 12 months ending and including the Grant Date exceeding 0.1% (or such other higher percentage as may be prescribed by the Stock Exchange from time to time) of the total issued shares (excluding treasury shares) as of the Grant Date, such further grant of Share Awards shall be subject to the prior approval of shareholders at a shareholders' meeting and the requirements as set out in the Listing Rules.
- (c) under the above circumstances, a circular shall be dispatched to the shareholders. The selected participants, their associates and all core related parties of the Company shall abstain from voting in favour at the shareholders' meeting.

6.3. Awarded Shares that lapse under the provisions of Chapter IV or Clause 7.4 or for any other reason may be re-granted by the Board and/or the Delegatee at their sole discretion.

6.4. The Company shall, after granting Awarded Shares, issue an Award Letter to the Grantee, which shall specify (or contain):

- (a) the name of the Grantee;
- (b) the number of Awarded Shares to be granted;
- (c) the vesting criteria and conditions;
- (d) the Vesting Date;
- (e) the Grant Price;
- (f) the conditions for the lapse of Awarded Shares; and
- (g) such other terms and conditions as the Board and/or the Delegatee shall determine and which are not inconsistent with the Scheme.

- 6.5. Subject to the rules of the Scheme, the Listing Rules, in particular note (2) to Rule 17.03(18) of the Listing Rules, namely being subject to approval by the Board, the Remuneration and Appraisal Committee, the independent non-executive Directors and/or the shareholders of the Company (as the case may be) if the initial grant of the Awards was approved in such way, and the applicable laws and regulations, (i) the Board and/or the Delegatee shall have the right to impose from time to time, at their sole discretion, any condition (including the period for which the Grantee shall continue to work for the Group after grant) on the vesting of Awarded Shares to the Grantee, and shall notify the Trustee and the Grantee of the relevant vesting conditions of Awarded Shares; and (ii) the Board and/or the Delegatee may freely waive any vesting condition set forth in the Award Letter and/or this Clause 6.5. The Board and/or the Delegatee shall have the authority, after the grant of any Award which is performance-linked, to make fair and reasonable adjustments to the prescribed performance targets during the Vesting Period if there is a change in circumstances, provided that any such adjustments shall be considered fair and reasonable by the Board and/or the Delegatee. The performance targets may include the attainment of financial indicators and business plan milestones by the Group, which may vary among the Grantees. The Board and/or the Delegatee will conduct assessment from time to time by comparing the performance with the pre-set targets to determine whether such targets and the extents to which have been met. If, after the assessment, the Board and/or the Delegatee determines that any prescribed performance targets have not been met, the unvested Awards shall lapse automatically.
- 6.6. The Grantee may accept the offer to grant Awarded Shares in the manner set forth in the Award Letter and must sign and return by email the Acceptance Form attached to the Award Letter within five (5) business days from the issuance date of the Award Letter. Once accepted, Awarded Shares shall be deemed to have been granted as of the issuance date of the Award Letter. After acceptance, the Grantee will become a participant of the Scheme.
- 6.7. If the Grantee fails to sign and return by email the Acceptance Form attached to the Award Letter before the expiration of the acceptance period set forth in Clause 6.5 above, Awarded Shares granted to the Grantee will immediately lapse and will remain part of the Trust. In such case, the Board and/or the Delegatee shall, as soon as practicable after the expiration of the acceptance period set forth in Clause 6.5 above, notify the Trustee of the lapse of Awarded Shares.
- 6.8. The Board and/or the Delegatee shall inform the Trustee of the matters set forth in Clause 6.3 after the appointment of the Trustee and after any Awarded Shares has been granted to and formally accepted by the Grantee.
- 6.9. Restrictions on the Grant Date**

The Board and/or the Delegatee shall not grant any Awarded Shares during the following periods:

- (1) from the appearance of any inside information, to the publication date of such inside information;
- (2) from the 60th day immediately prior to the publication of the annual results, to the publication date of such annual results (both dates inclusive);
- (3) from the 30th day immediately prior to the publication of the interim results or quarterly results (if applicable), to the publication date of such interim results or quarterly results (both dates inclusive); or
- (4) other restrictive circumstances as stipulated by the applicable laws and regulations of the places where the Company is registered and listed, and the provisions of China Securities Regulatory Commission, the Securities and Futures Commission of Hong Kong and the Stock Exchange where the Company's securities are listed.

6.10. No Awards shall be granted to any Eligible Participant if:

- (1) it has not obtained the necessary approval from any competent regulatory authority (including but not limited to the Stock Exchange);
- (2) securities laws or regulations require the issuance of a prospectus or other offering document in respect of the grant of the Awarded Shares or the Scheme, unless otherwise determined by the Board and/or the Delegatee;
- (3) the grant of the Awarded Shares would cause any member company of the Group or its directors to violate any applicable laws, rules, regulations and normative documents in any jurisdiction and the regulatory rules of the places where the Company is registered and listed;
- (4) the grant of Awards would result in a breach of the Scheme Mandate Limit and/or the Individual Limit, except with the approval of a resolution at the shareholders' meeting in compliance with the Listing Rules requirements;
- (5) the Board and/or the Delegatee are aware of any undisclosed inside information about the Group (as defined in the Securities and Futures Ordinance), or any director reasonably believes that there is any inside information that needs to be disclosed in accordance with the Listing Rules and the inside information provisions of Part XIVA of the Securities and Futures Ordinance (as defined in the Listing Rules), or the directors are prohibited from trading the securities of the Company under any code or requirement of the Listing Rules and all applicable laws, rules or regulations from time to time; or
- (6) after the expiration of the Scheme Period or the early termination of the Scheme pursuant to Clause 10.5.

CHAPTER VII VESTING OF AWARDED SHARES

- 7.1. Subject to all applicable laws, rules and regulations, the Board and/or the Delegatee may from time to time determine the criteria, conditions and period for the vesting of Awarded Shares under the Scheme, during the Scheme Period. Save for any other resolution of the Board, the vesting period in respect of any Awarded Shares shall be no less than twelve(12) months from (and including) the Grant Date.

Awarded Shares may be subject to a shorter vesting period as determined by (i) the Remuneration Committee if such Grantee is a Director or a senior manager (as defined under Rule 17.01A of the Listing Rules) of the Company, or (ii) the Board if such Grantee of the H Share Award Scheme is not a Director or a senior manager (as defined under Rule 17.01A of the Listing Rules) of the Company, under any of the following circumstances:

- (a) grants of Awards to a new Eligible Participant to replace the share awards or share options that such Eligible Participant of the H Share Award Scheme forfeited when leaving his or her previous employer;
 - (b) grants to an Eligible Participant whose employment is terminated due to death or disability or occurrence of any out of control events;
 - (c) grants of Awards with performance-based vesting conditions as determined by the Board, in lieu of time-based vesting criteria;
 - (d) grants of Awards that are made in batches during a year for administrative and compliance reasons;
 - (e) grants of Awards with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of 12 months; and
 - (f) grants of Awards with a total vesting and holding period of more than 12 months.
- 7.2. Unless otherwise notified in writing by the Board and/or the Delegatee, each vesting shall be conducted in accordance with the specific vesting conditions set forth in the Award Letter and the provisions of the Scheme.
- 7.3. Vesting of Awarded Shares shall be subject to the performance targets, if any, to be satisfied by the Grantees as determined by the Board from time to time. The Board shall have the authority, after the grant of any Awards which is performance-linked, to make fair and reasonable adjustments to the prescribed performance targets during the vesting period if there is a change in circumstances, provided that any such adjustments shall be considered fair and reasonable by the Board. The performance targets may include the attainment of financial indicators, business milestones and market capitalisation milestones by the Group, which may vary among the Grantees. The Board will conduct assessment from time to time by comparing the performance with the pre-set targets to determine whether such

targets and the extents to which have been met. If, after the assessment, the Board determines that any prescribed performance targets have not been met, the unvested Awarded Shares shall lapse automatically.

- 7.4. If a selected Grantee fails to meet any vesting condition applicable to the vesting of Awarded Shares, unless such vesting condition is waived by the Board and/or the Delegatee, Awarded Shares that would otherwise be vested during the vesting period shall not be vested and cannot be vested in respect of the Grantee and shall be returned to the Trustee for satisfying other Awards under the Scheme. In such case, the Board and/or the Delegatee shall have the authority to give notice to and instruct the Trustee to sell the aforesaid unvested Awarded Shares on the open market at the market price or to grant to other Grantees within a reasonable period of time after the receipt of such notice, which shall be determined by the Board and/or the Delegatee at their sole and absolute discretion.
- 7.5. The Board and/or the Delegatee will, except in any unforeseen circumstances, direct and procure the Trustee to give a Vesting Notice (the “**Vesting Notice**”) to the relevant Grantee within such reasonable period as the Trustee and the Board and/or the Delegatee may agree from time to time before any Vesting Date, and the Vesting Notice shall contain a confirmation of the satisfaction of the vesting conditions by the Grantee and the Vesting Date, a confirmation of the payment method of the Grant Price and a confirmation of the details of the Grantee’s bank account to pay the cash corresponding to the Actual Selling Price set forth in Clause 7.7 (after deducting the Grant Price and the Taxes borne by the Grantee, if applicable) to the Grantee.
- 7.6. The Grantee (or its legal representative) shall promptly reply in writing to the Board and/or the Delegatee after receiving the Vesting Notice. If the Board and/or the Delegatee did not receive a reply from the Grantee by email or such other means as the Board and/or the Delegatee may from time to time approve, within a reasonable period of time as determined by the Board and/or the Delegatee from time to time prior to any Vesting Date, Awarded Shares that would otherwise be vested in the Grantee shall lapse and be returned to the Trust account, and the corresponding Target Shares shall remain part of the Trust, unless otherwise agreed in writing by the Board and/or the Delegatee.

The Grantee shall pay the corresponding Grant Price in cash to the Company’s designated bank account within a reasonable period of time as determined by the Board from time to time prior to any Vesting Date (if any), and the Trustee shall, after receiving the Company’s confirmation that all vesting criteria and conditions set forth in the Award Letter have been satisfied and/or waived and the Grantee’s written confirmation of the vesting and the Grant Price, vest Awarded Shares in the Grantee.

- 7.7. For Awarded Shares that are properly vested in a Grantee in accordance with Clauses 7.6, subject to the Company Law of the People's Republic of China, the regulatory rules of the places where the Company is registered and listed and other applicable laws, regulations, rules and normative documents, and the Articles of Association of the Company, the Trustee shall, as requested by the Company and/or the Grantee, sell all or part of the Awarded Shares that have been vested in the Grantee through on-floor trading at the prevailing market price and pay the cash corresponding to the Actual Selling Price (after deducting the Taxes borne by the Grantee, if applicable) to the Grantee, and/or transfer all or part of the Awarded Shares that have been vested in the Grantee to the Grantee or the entity designated by the Grantee (if applicable).
- 7.8. Any expense incurred for the management of the Trust shall be borne by the Trust Property.
- 7.9. The financial, accounting and tax issues in connection with the implementation of the Scheme shall be subject to the applicable laws and regulations and the Company's internal management rules. Each Grantee shall be liable for all other taxes (including individual income tax, salary tax or other levies (the "Tax" or "Taxes")) in relation to his/her participation in the Scheme or in relation to the Target Shares or the equivalent cash of the Target Shares. Neither the Company nor the Trustee is liable for any Tax. The Grantee will indemnify the Trustee and all member companies of the Group for any Tax and hold them harmless from any liability that they may have to pay such Tax, including any withholding liability related to any tax. To give effect to this, notwithstanding any other provision of the rules of the Scheme (subject to the applicable laws), the Group may:
- (1) instruct the Trustee to deduct or withhold the corresponding amount of the Tax involved by the Grantees from the cash corresponding to the Actual Selling Price, after the sale of the Target Shares corresponding to Awarded Shares that have been vested in the Grantee, and transfer the amount to the Company to pay the Tax; or
 - (2) if the amount deducted or withheld is insufficient to cover the amount of the Tax, the Grantee shall transfer the shortfall to the Company, and then the Company shall pay the Tax on behalf of the Grantee.
- 7.10. If the Actual Selling Price (after deducting the Taxes borne by the Grantee, if applicable) is not paid to the Grantee in time due to any error in the details of the bank account provided by the Grantee or any abnormality of the bank account such as account freezing, without any subjective operation error of the Company or the Trustee, the losses arising therefrom shall be borne by the Grantee.
- 7.11. The Trustee shall not be obliged to make any payment to the Grantee under Clause 7.7, unless the Grantee convinces the Company that he/she has fulfilled its obligations under the Scheme, and the Company receives the confirmation set forth in Clause 7.6 and the payment of the Grant Price (if any) and notify the Trustee.

7.12. Restrictions on the Sale of the Target Shares

Under any of the following circumstances, the Company and the Grantee restricted by laws and regulations shall not instruct the Trustee to sell the Target Shares:

- (1) from the appearance of any inside information, to the publication date of such inside information;
- (2) from the 60th day immediately prior to the publication of the annual results, to the publication date of such annual results (both dates inclusive);
- (3) from the 30th day immediately prior to the publication of the interim results or quarterly results (if applicable), to the publication date of such interim results or quarterly results (both dates inclusive); or
- (4) other restrictive circumstances as stipulated by the applicable laws and regulations of the places where the Company is registered and listed, and the provisions of China Securities Regulatory Commission, the Securities and Futures Commission of Hong Kong and the Stock Exchange where the Company's securities are listed.

7.13. The Grantee agrees, undertakes and warrants that if, upon termination of the Scheme in accordance with Clause 10.5, there are any Awarded Shares that have been vested but not yet paid to the Grantee by the Trustee in accordance with Clause 7.7, the Grantee will voluntarily abandon such outstanding Awarded Shares. Such Awarded Shares will be deemed as lapsed, and the corresponding Target Shares will be treated in accordance with paragraph 2(b) of Clause 10.5.

CHAPTER VIII TRANSFER OF AWARDED SHARES AND OTHER RIGHTS

- 8.1.** During the Scheme Period, unless and until the Awarded Shares are vested and transferred to the Grantee in accordance with the terms of the Scheme (where applicable), the Grantees shall not dispose Awarded Shares granted in any way, including but not limited to sale, transfer, pledge, mortgage, charge or creation of any benefit for others, or execution of any agreement to do so.
- 8.2.** During the Scheme Period, the Trustee shall not exercise voting rights in respect of any of the Target Shares held by it under the Scheme.
- 8.3.** Any substantial or attempted breach of Clause 8.1 shall entitle the Company to cancel any Awarded Shares that have been granted to the Grantee but not yet vested in the Grantee, without any compensation. In this regard, the decision of the Board and/or the Delegatee as to whether the Grantee has breached any of the above provisions shall be final.

- 8.4. During the Scheme Period, each Grantee shall be entitled to the dividends (if any) of the Target Shares based on his/her Awarded Shares, provided that such dividends shall only be paid to the Grantee when vesting.
- 8.5. For the avoidance of doubt,
- (1) the Grantee shall have no rights (such as voting right, share allotment right and share subscription right) of the Target Shares except the right to dividend until the Awarded Shares are vested and transferred to the Grantee (where applicable);
 - (2) the Grantee does not have any right to Awarded Shares under the Trust Account and the accounts of other Grantees other than their own;
 - (3) the Grantee shall not give any instruction to the Trustee except the instruction set forth in Clause 7.7 hereof; and
 - (4) the provisions of the Scheme shall apply if the vesting conditions specified in the Vesting Notice are not met in full before or on the Vesting Date or the Grantee ceases to be an Eligible Participant before the relevant Vesting Date, unless otherwise waived by the Board and/or the Delegatee.
- 8.6. The Grantee agrees, undertakes and warrants that he/she will not make any claim against the Company, any other member company of the Group, the Board, the Delegatee, the Trust or the Trustee under any circumstance.

CHAPTER IX REORGANISATION OF CAPITAL STRUCTURE, CHANGE IN CONTROL AND VOLUNTARY LIQUIDATION, ETC.

9.1. Reorganisation of Capital Structure

In the event of an alteration in the capital structure of the Company whilst any Awarded Shares remains outstanding by way of capitalisation of profits or reserves, rights issue, subdivision or consolidation of shares, or reduction of the share capital of the Company in accordance with legal requirements in Hong Kong and the PRC and requirements of the Stock Exchange (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party), such corresponding alterations (if any) shall be made to the number or nominal amount of Shares comprised in each Awarded Share to the extent outstanding as the auditors or an independent financial advisor engaged by the Company for such purpose shall, at the request of the Company, certify in writing to the Board, either generally or as regards any particular Grantee, to be in their opinion fair and reasonable, provided always that any such adjustments should give each Grantee the same proportion of the equity capital, rounded to the nearest whole Share, of the Company as that to which that Grantee was previously entitled prior to such adjustments, and no adjustments shall be made which will enable a Share to be issued at less than its nominal value. The

capacity of the auditors or independent financial advisor (as the case may be) in this section 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. The costs of the auditors or independent financial advisor (as the case may be) shall be borne by the Company.

9.2. Change in Control

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

- (1) whether the Scheme shall be terminated within five (5) business days after the change in the control of the Company, and that Awarded Shares that have not been vested shall be cancelled, and the corresponding Target Shares will be treated in accordance with paragraph 2(b) of Clause 10.5; or
- (2) that all the Awarded Shares that have not been vested shall be vested immediately on the date on which such change in control becomes or is declared unconditional, and that such date shall be deemed as the Vesting Date. Subject to the Company Law of the People's Republic of China, the regulatory rules of the places where the Company is registered and listed and other applicable laws, regulations, rules and normative documents, and the Articles of Association of the Company, the Trustee shall sell the relevant Target Shares in accordance with Clause 7.7; or
- (3) such other options as the Board and/or the Delegatee may think fit.

For the purposes of this Clause 9.2, "control" shall have the meaning as set out from time to time in the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.

9.3. Bonus Warrant

Where the Company issues bonus warrant in respect of any H Share held by the Trustee, unless otherwise instructed by the Company, the Trustee shall not exercise any share subscription rights attached to the bonus warrants to subscribe for any new H Share and shall dispose the bonus warrant so acquired, and the net proceeds of disposal of such bonus warrants shall be distributed as dividends in accordance with the Scheme.

9.4. Voluntary Liquidation

If the Company passes an effective resolution on voluntary liquidation (other than reorganisation, merger or scheme arrangement) during the Scheme Period, the Board and/or the Delegatee shall, at their sole discretion, decide:

- (1) subject to the Company Law of the People's Republic of China, the regulatory rules of the places where the Company is registered and listed and other applicable laws, regulations, rules and normative documents, and the Articles of Association of the Company, the adjustment of the Vesting Date of any Awarded Shares, and that whether the Grantee is entitled to obtain the amount corresponding to the Actual Selling Price of the Target Shares (after deducting the Taxes borne by the Grantee, if applicable) corresponding to Awarded Shares that have been vested in him/her from the assets available in liquidation, on the basis of equality with the Shareholders; or
- (2) the termination of the Scheme, and that Awarded Shares that have not been vested shall be cancelled, and the corresponding Target Shares will be treated in accordance with paragraph 2(b) of Clause 10.5; or
- (3) the adoption of such other options as the Board and/or the Delegatee may think fit.

9.5. Compromise or arrangement

If a compromise or arrangement between the Company and its Shareholders or creditors is proposed in connection with a scheme for the reconstruction of the Company or its merger with any other companies and a notice is given by the Company to its Shareholders to convene a shareholders' meeting for the purposes of considering and if thought fit, approving such compromise or arrangement and obtaining the approval of such Shareholders, the Board and/or the Delegatee shall, at their absolute discretion:

- (1) adjust the Vesting Date of any Awarded Shares; or
- (2) terminate the Scheme and unvested Awarded Shares shall be cancelled and such corresponding Target Shares will be dealt with in accordance with paragraph 2(b) of Clause 10.5; or
- (3) adopt such other plans as the Board and/or the Delegatee may think fit.

CHAPTER X ALTERATION, DISPUTE, TERMINATION OF THE SCHEME AND CANCELLATION OF AWARDED SHARES

10.1. Validity Period of the Scheme and Duration of the Trust Scheme

For the validity Period of the Scheme and duration of the Trust Scheme, see Clause 2.4 of the Scheme.

10.2. Amendment of the Scheme

- (1) This Scheme may be altered by resolution of the Board without the approval of the Shareholders, save that any alterations to the terms and conditions of this Scheme (which are of a material nature) or any alterations to the provisions relating to the matters set out in rule 17.03 of the Listing Rules to the advantage of Grantees must be approved by the shareholders of the Company in general meeting. Any such alteration or supplementation shall be notified in writing to the Trustee and the Grantees.
- (2) When the Board alters the Scheme, the independent non-executive directors shall supervise whether such alteration is conducive to the sustainable development of the Company, and whether such alteration damages the interests of the Company and its Shareholders as a whole.

10.3. Dispute

Any dispute arising out of the Scheme shall be submitted to the Board, and the decision of the Board shall be final and binding.

10.4. Cancellation of Awarded Shares

In the absence of the circumstances described in the Scheme/Award Letter that would cause the Awarded Shares to lapse, the Board and/or the Delegatee may, with the consent of the relevant Grantee, decide to cancel any unvested Awarded Shares in accordance with the terms and conditions of the Scheme. The Awarded Shares that are cancelled shall be regarded as utilised for the purpose of calculating the Scheme Mandate Limit of the Scheme.

10.5. Termination and Subsequent of the Scheme

- (1) The Scheme shall be terminated on the following dates, whichever is earlier:
 - (a) the tenth (10th) anniversary date from the Adoption Date of the Scheme; and
 - (b) the early termination date of the Scheme as determined by a resolution of the Board.
- (2) Upon termination of the Scheme:

- (a) no more Awarded Shares shall be granted under the Scheme; and
- (b) the Trustee shall, after receiving the notice of the termination of the Scheme, within such reasonable period as the Trustee and the Company may agree, (i) sell the remaining unvested Target Shares under the Trust (or such longer period as may be otherwise determined by the Company in consultation with the Trustee), and remit all cash and the net proceeds from the sale set forth in paragraph 2(b) of this Clause 10.5, and other funds remaining in the Trust (after making the appropriate deductions for all disposal costs, expenses and other current and future liabilities in accordance with the Trust Deed) to the Company. For the avoidance of doubt, the Trustee shall not transfer any H Share to the Company and the Company shall not otherwise hold any H Share (other than the proceeds from the sale of such H Share pursuant to this Clause 10.5); and (ii) as instructed by the Company and/or Grantee, sell the Target Shares that have been vested in the Grantee and remit the net proceeds from the sale (after deducting the Taxes borne by the Grantee, if applicable) to the Grantee, and/or transfer the Target Shares that have been vested in the Grantee to the Grantee or the entity designated by the Grantee, if the Grantee fails to give an instruction to the Trustee within the reasonable period, the Trustee shall, as instructed by the Board and/or the Delegatee, sell the Target Shares that have been vested in the Grantee and remit the net proceeds from the sale (after deducting the Taxes borne by the Grantee, if applicable) to the Grantee.

10.6. For the avoidance of doubt, a decision of the Board and/or the Delegatee to suspend the grant of the Awarded Shares shall not be construed as terminating the operation of the Scheme.

CHAPTER XI OTHERS

11.1. Miscellaneous Provisions

- (1) The Scheme does not form part of the employment contract between the Company or any of its subsidiaries and any employee, and the rights and obligations or the appointment of the employee under his/her term of office or authority shall not be affected by his/her participation in the Scheme.
- (2) No director or Delegatee shall be personally liable for any contract or other instrument entered into by or on behalf of him/her in respect of the Scheme or for any misjudgement while acting in good faith, and the Company shall indemnify any member of the Board or any Delegatee who manages or interprets the Scheme and hold him/her harmless from any cost or expense (including legal costs) or liability (including payments made with the approval of the Board and/or the Delegatee for the settlement of claims) arising from any act or omission of him/her in connection with the Scheme, except those caused by his/her wilful breach, fraud, dishonesty or illegal act.

- (3) For the notices or other communications between the Company and an Eligible Participant, a notice given by the Company to the Eligible Participant may be sent by email, prepaid mail or personal delivery to the Company's principal place of business at its headquarters in PRC or at such other address as the Eligible Participant may from time to time notify the Company, and a notice given by the Eligible Participant to the Company may be sent by email or personal delivery at the address or email address as notified by the Company from time to time.
- (4) Any notice or other communication sent by mail shall be deemed to have been served 72 hours after posting. Any notice or other communication sent electronically shall be deemed to have been received on the date following its sending.
- (5) The Company, the Board, the Delegatee, the Trust and the Trustee shall not be liable for the failure of any Eligible Participant to obtain any consent or approval required to participate in the Scheme as a Grantee, or for any tax, duty, expense, cost or other liability that the Eligible Participant may incur as a result of his/her participation in the Scheme.
- (6) The provisions of the Scheme shall be deemed to be severable and may be enforced separately. If any provision is unenforceable, it shall be deemed to have been deleted from the Scheme, and such deletion shall not affect the enforceability of the remaining provisions of the Scheme that have not been deleted.
- (7) Except as otherwise specified herein, the Scheme shall not directly or indirectly confer on any person any legal or equitable right (other than the rights constituting and attached to the Awarded Shares) against the Group, nor shall it give rise to any legal or equitable action against the Group. In no event shall any person require the Board, the Delegatee and/or the Company to be liable for any cost, loss, expense and/or damage arising out of or in connection with the Scheme or its management.
- (8) In the event that Awarded Shares lapse in accordance with the rules of the Scheme, no Grantee shall be entitled to any indemnity for any loss that may be suffered by him/her or any right or benefit or any anticipated right or benefit to which he/she may be entitled under the Scheme.
- (9) The operation of the Scheme shall be subject to the restrictions imposed by the Articles of Association of the Company and the applicable laws, rules and regulations.

11.2. Disclosure Rights

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

- (1) manage and keep a record for the selected Grantee;
- (2) provide the personal data or information to the Group, the Trustee or third-party managers or administrators of the Scheme in Hong Kong or elsewhere;
- (3) if applicable, disclose the personal information or data to any future acquirer or merger partner of the Company; and
- (4) the Grantee may obtain a copy of his/her personal data upon request to the Company if it is necessary to issue an announcement or circular for the grant of the Awarded Shares in accordance with the Listing Rules or other applicable laws, rules or regulations, or disclose the identity of the Grantee, Awarded Shares, the grant, the vesting conditions and all other information required by the Listing Rules or other applicable laws, rules or regulations in the Company's annual report, and the Grantee shall have the right to require the Company to correct if his/her personal data is inaccurate.

11.3. Governing Law

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