

## QINIU LIMITED

### 2013 SHARE PLAN

### 2013 股权激励计划

(Adopted by the Company's Board of Directors on January 14, 2013;  
approved by the Company's members on January 14, 2013 and amended by the Company's  
members on June 13, 2014, July 12, 2017, October 25, 2018 and May 11, 2023, respectively)  
(经公司董事会于2013年1月14日审议通过, 经公司股东会于2013年1月14日批准通过, 并  
经公司股东会分别于2014年6月13日、2017年7月12日、2018年10月25日及2023年5月11日补  
充及修订)

1. Purposes of the Plan. The purposes of this Plan are to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentives to selected Employees, Directors, and Consultants and to promote the success of the Company's business by offering these individuals or entities an opportunity to acquire a proprietary interest in the success of the Company, or to increase this interest by permitting them to acquire Shares of the Company. The Plan provides both for the direct award or sale of Shares and for the grant of Options to purchase Shares. Options granted under the Plan may be Incentive Stock Options or Nonstatutory Stock Options, as determined by the Administrator at the time of grant. All outstanding Awards granted prior to the date this Plan as first adopted by the Company's Board shall be governed by this Plan.

计划的目的。本计划的实施旨在吸引和保留肩负重要职责的最佳人才, 对符合条件的员工、董事和顾问实施激励计划, 通过允许这些人士或实体持有公司股权或赋予其购买公司股权的方式, 为其提供一个分享公司成功而带来的增值收益的机会, 以此促进公司的进一步成功。本计划项下的激励方式既包括股权的直接授予或销售, 也包括授予购买股票的期权。根据本计划授予的期权可为激励型股票期权, 也可为非法定股票期权, 在授予时由管理人决定。于本计划被公司董事会初次通过之前授予的权益应服从于本协议的理。

2. Definitions. For the purposes of this Plan, the following terms shall have the following meanings:

定义。为本计划之目的, 下列术语具有如下规定的含义:

(a) "Acquisition Date" means, with respect to Shares, the respective dates on which the Shares are sold under the Plan, the Shares are issued upon exercise of an Option or the Shares are issued in connection with a Share Award.

“购买日”指根据本计划而实施的股票销售日、股票期权的行权日或股票授予日。

(b) "Administrator" means the CEO of the Company or such other person approved and appointed by the Board or such delegates as shall be administering the Plan in accordance with Section 4 hereof.

“管理人”指公司的首席执行官或者根据本计划第 4 条规定具体管理计划的董事会批准和任命的其他人或受托管理人。

(c) “Affiliate” means, with respect to any Person, any Person which, directly or indirectly, controls, is controlled by or is under common control with such Person.

“关联方”就任何人而言，指直接或者间接控制此人、或由此人直接或者间接控制、或与此人共同被他人控制的人。

(d) “Applicable Law” means any applicable legal requirements relating to the administration of and the issuance of securities under equity securities-based compensation plans, including, without limitation, the requirements of laws of the PRC or the British Virgin Islands, and the requirements of any stock exchange or quotation system upon which the Shares may then be listed or quoted and the applicable laws of any other country or jurisdiction where Awards are granted under the Plan. For all purposes of this Plan, references to statutes and regulations shall be deemed to include any successor statutes or regulations, to the extent reasonably appropriate as determined by the Administrator.

“适用法律”指与股权激励计划的管理和股票发行相关的任何法律要求，包括但不限于，中华人民共和国法律、英属维京群岛、上市或报价股票所在股票交易所或报价系统规则，以及与本计划授予股票相关的任何国家或法域的法律。经管理人的酌情合理决定，本计划所提及的任何法律和法规均应包括任何其继承性法律或法规。

(e) “Articles” means the Company’s Fourth Amended and Restated Memorandum and Articles of Association, as amended from time to time.

“章程”指公司于不时修改的第四次修改并重述的条例及组织章程。

(f) “Award” means an Option, a Share Purchase Right or a Share Award.

“权益”指授予的股票期权、股票购买权或授予股票。

(g) “Awardee” means a recipient of an Award.

“被授予人”指被授予激励计划的人。

(h) “Board” means the Board of Directors of the Company.

“董事会”指公司的董事会。

(i) “Cause” means (i) gross negligence or willful misconduct in the performance of the Employee's duties to the Company that has resulted or is likely to result in substantial and material damage to the Company or its subsidiaries, (ii) repeated unexplained or unjustified absence from the Company, (iii) a material and willful violation of any law, rules and regulations, (iv) commission of any act of fraud with respect to the Company, or (v) conviction of a felony or a crime involving moral turpitude causing material harm to the standing and reputation of the Company, in each case as determined in good faith by the Administrator.

“原因”是指(i)员工在履行其对公司义务之时因重大过失或故意而对公司或其分支机构造成重大损失，(ii)在无任何解释、无任何正当理由长期性的离开工作岗位，(iii)重大且故意的违反任何法律，法规和规章，(iv)在任何方面对公司构成欺诈，或者(v)为任意道德或法律的恶行包括违反道德的行为而对公司的声誉造成重大损害。以上均应由管理人依最大信用作出判断。

(j) “Change in Control” means the occurrence of any of the following events:

“控制权变更”指以下发生的任一事件：

(i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company’s then outstanding voting securities; or

任何“人”（定义见《证券交易法案》第 13(d)条和第 14(d)条）直接或间接成为持有公司届时发行在外所有证券所代表投票权 50%或以上的“受益人”（定义见《证券交易法案》第 13d-3 条）；或

(ii) the consummation of the sale, lease, or disposition by the Company of all or substantially all of the Company’s assets; or

公司将其所有资产或相当于所有的资产出售、出租或处置；或

(iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.

公司与其他公司兼并或合并，但是公司此前已发行股份所代表的投票权在兼并或合并之后，继续占该公司、存续公司或其母公司发行股份所代表投票权的 50%或以上的情况除外。

Anything in the foregoing to the contrary notwithstanding, a transaction shall not constitute a Change in Control if its sole purpose is to change the legal jurisdiction of the Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction. In addition, a sale by the Company of its securities in a transaction, the primary purpose of which is to raise capital for the Company’s operations and business activities including, without limitation, an initial public offering of Shares under the Securities Act or other Applicable Law, shall not constitute a Change in Control.

尽管有前述规定，如果一宗交易的唯一目的是改变公司的法定注册地，或是设立一家由交易前相同股东以同等比例持股的控股公司，该等交易不构成控制权变更。此外，用于公司运营和商业活动的筹资活动，包括但不限于，根据《证券法》或其他适用法律而实施的首次公开发行股票，也不构成控制权变更。

(k) “Code” means the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“税法”指 1986 年版的《国内税收法》及其不时修订版本或依其颁布的法规。

(l) “Company” means Qiniu Limited, a company organized under the laws of the British Virgin Islands, or any successor corporation thereto.

“公司”指 Qiniu Limited，是一家根据英属维京群岛的法律成立的公司或其承继公司。

(m) “Consultant” means any person, including an advisor, who is engaged by the Company, or any Parent, Subsidiary or variable interest entity whose financial statements are intended to be consolidated with the Company, any Parent or Subsidiary to render bona fide consulting or advisory services to such entity and who is compensated for the services; provided that the term “Consultant,” does not include (i) Employees or (ii) securities promoters.

“顾问”指由公司或任何母公司、子公司或其财务报表被并入公司、母公司或子公司的利益实体所聘请的任何人，为其提供咨询服务并接受报酬；唯前提是“顾问”不包括 (i) 员工或(ii) 证券发起人。

(n) “Date of Grant” means the date an Award is granted to an Awardee in accordance with Section 13 hereof.

“授予日”指根据第 13 条规定将权益授予被授予人的日期。

(o) “Director” means a member of the Board.

“董事”指董事会成员。

(p) “Disability” means total and permanent disability as defined in Section 22(e)(3) of the Code.

“残废”指税法第 22(e)(3)条规定的全部或永久性残废。

(q) “Employee” means any person, including officers and Directors, employed by the Company or any Parent or Subsidiary. Such person shall not cease to be an Employee in the case of (i) any leave of absence approved by the Company or any Parent or Subsidiary, including sick leave, military leave, or any other personal leave, or (ii) transfers between locations of the Company or between the Company or any Parent or Subsidiary, or any successor. For purposes of Incentive Stock Options, no such leave may exceed ninety (90) days, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then three (3) months following the 91<sup>st</sup> day of such leave, any Incentive Stock Option held by the Optionee shall cease to be treated as an Incentive Stock Option and shall be treated for tax purposes as a Nonstatutory Stock Option. Neither service as a Director nor payment of a director’s fee by the Company or any Parent or Subsidiary shall be sufficient to constitute “employment” by the Company or any Parent or Subsidiary.

“员工”指公司或任何母公司、子公司所聘用的任何人，包括管理人员和董事。该人在下列情况下不得终止其员工身份：(i) 经公司或任何母公司或子公司批准的任何休假，包括病假、兵役假或任何其他事假，或 (ii) 公司不同工作地点之间的转换，或在公司或任何母公司、子公司或继承公司之间的调换。以激励型股票期权为目的，前述假期不得超过九十（90）天，除非有法律或合同约定假期结束后员工会被重新聘用。如果员工并没有被保证在假期结束后会被公司重新聘用，其持有的任何激励型股票期权将在其休假 90 天后的三（3）个月内，以税法上的非法定股票期权来对待。担任董事一职，

或是接受公司、任何母公司或子公司支付的董事费用，均不足以构成受公司、任何母公司或子公司“聘用”的条件。

(r) “Exercise Price” means the amount for which one Share may be purchased upon exercise of an Option, as specified by the Administrator in the applicable Option Agreement in accordance with Section 6(d) hereof.

“行权价格”指管理人根据第 6(d)条的规定在期权协议中约定的行权时购买每股股票的价格。

(s) “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“证券交易法”指 1934 年美国证券交易法和对其不时修订的法案，以及根据该法制定的法规和规则。

(t) “Fair Market Value” means, as of any date, the value of the Shares determined as follows:

“公平市场价值”指在任何一天以如下方式确定的股票价值：

(i) if the Shares are listed on any established stock exchange or a national market system, including, without limitation, The Nasdaq Global Market or The Nasdaq Capital Market of The Nasdaq Stock Market, Hong Kong Stock Exchange and the London Stock Exchange (Main Listing or Alternative Investment Market), the Fair Market Value shall be the closing sales price for the Shares (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

如果股票在任何证券交易所或全国市场系统上市，包括但不限于纳斯达克证券交易所的纳斯达克全球市场或纳斯达克资本市场、香港证券交易所和伦敦证券交易所（主板市场或另类投资市场），公平市场价值为当日该只股票在交易所或系统的股票收盘价（如果没有交易则为收盘时的报价），价格应在《华尔街日报》或其他管理人认为可以信赖的其他渠道上加以报道。

(ii) if the Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value shall be the mean of the high bid and low asked prices for the Shares on the day of determination, as reported in *The Wall Street Journal* or any other source as the Administrator deems reliable; or

如果股票定期被声誉良好的证券交易商公开报价，但是其卖出价并未公开报道，该只股票的公平市场价值应为当日报出的高竞价和低询价之间的平均值，价格应在《华尔街日报》或其他管理员认为可信的其他渠道上得以报道。

(iii) in the absence of an established market for the Shares, the Fair Market Value thereof shall be determined in good faith by the Administrator in accordance with Applicable Law.

如果股票没有流通市场，其公平市场价值则由管理人根据适用法律根据诚信原则加以决定。

(u) “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“香港”指中国人民共和国香港特别行政区。

(v) “Incentive Stock Option” means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code, as designated in the applicable Option Agreement.

“激励型股票期权”指具有税法第 422 条规定含义的激励型股票期权，适用期权协议中相关规定。

(w) “Non-Compete Obligation” means during the Employee’s employment with the Company or any Parent or Subsidiary and within two (2) years after his/her employment with the Company or any Parent or Subsidiary ends, the Employee shall not, directly or indirectly, (i) establish, carry on, participate in, work for, provide financial support or security for, or advise, any entity or individual that directly or indirectly competes with the Company or any Affiliate of the Company; (ii) participate in or work for any entity or individual that is a supplier or vendor of the Company or any Affiliate of the Company; or (iii) carry on any activity similar to the business carried on by the Company or any Affiliate of the Company.

“竞业禁止义务”指在受雇于公司或其母公司或子公司期间以及员工与公司的劳动关系结束后的两(2)年内，员工不得直接地或间接地，(i)设立、经营、参与任何与公司或任何关联公司直接或间接竞争的实体或个人，不得直接地或间接地为该等实体或个人工作、提供财务支持、担保或任何建议；(ii)参与或为公司的供应商及客户工作，(iii)亦不得直接地或间接地从事任何与公司或其任何关联公司业务相类似的活动。

(x) “Non-Disclosure Obligation” means during or after the Employee’s employment with the Company or any Parent or Subsidiary ends, the Employee will not disclose any information, whether or not in writing, of a private, secret, or confidential nature concerning the Company’s business, business relationships or financial affairs to any entity or individual or use the same for any purposes (other than in the performance of his/her duties as an Employee) without written approval by an officer of the Company, unless and until such information has become public knowledge through no fault of the Employee. Such obligations may be further specified in the applicable employment agreement, non-competition, non-disclosure, and non-solicitation agreement and any other agreements of the same kind, if any, made between the Employee and the Company or any Parent or Subsidiary,

“不泄露义务”指在受雇于公司或其母公司或子公司期间或之后，员工不得在未经公司管理者书面同意的情况下，向任何机构或个人泄露涉及公司的业务、业务关系以及账务状况的具有私有、秘密或机密性质的任何信息，也不得因任何目的而利用这些信息，无论该等信息是否为书面的（员工因履行其职责而泄露的除外），直到该等信息在非员工过错导致的情况下已经成为公众所能普遍获取的信息。这一义务可以于员工与公司或其母公司或子公司订立的劳动合同、不竞争、不泄露和不招揽合同或其它同类合同中，如有，做更为详细的规定。

(y) “Non-Solicitation Obligation” means for a period of two years following the termination of employment for any reason whatsoever, the Employee will not, directly or indirectly, either for the Employee or for any other entity or individual, in any capacity, induce

or attempt to induce or call upon or solicit any of the Company's Employees, consultants, vendors, prospective vendors, suppliers, landlords or other business relations of the Company to leave or cease doing business with the Company or in any way interfere with the relationship between the Company and any of the Company's Employees, vendors, prospective vendors, suppliers, landlords or other business relations, or hire or solicit for employment any Employee. Such obligations may be further specified in the applicable employment agreement, non-competition, non-disclosure, and non-solicitation agreement and any other agreements of the same kind, if any, made between the Employee and the Company or any Parent or Subsidiary,

“不招揽义务”指在劳动关系因任何原因结束后的两年之内，员工不得直接或间接的以任何形式为自己或向机构或个人介绍或尝试介绍或拜访或招揽任何公司的员工、顾问、客户、潜在客户、供应商、房东或公司其他业务关系使之离开或停止与公司开展业务或以任何形式影响公司与公司的员工、顾问、客户、潜在客户、供应商、房东或公司其他业务关系之间的关系或者聘用或招揽任何公司的员工。这一义务可以于员工与公司或其母公司或子公司订立的劳动合同、不竞争、不泄露和不招揽合同或其它同类合同中，如有，做更为详细的规定。

(z) “Nonstatutory Stock Option” means an Option not intended to qualify as an Incentive Stock Option, as designated in the applicable Option Agreement, or an Incentive Stock Option that does not so qualify.

“非法定股票期权”指根据期权协议的规定，无意成为激励型股票期权的期权，或是不符合激励型股票期权条件的股票期权。

(aa) “Option” means an option to purchase Shares that is granted pursuant to the Plan in accordance with Section 6 hereof.

“期权”指根据本计划第 6 条的规定而授予的一项购买股票的权利。

(bb) “Option Agreement” means a written or electronic agreement between the Company and an Optionee, the form(s) of which shall be approved from time to time by the Administrator, evidencing the terms and conditions of an individual Option granted under the Plan, and includes any documents attached to or incorporated into the Option Agreement, including, but not limited to, a notice of option grant and a form of exercise notice. The Option Agreement shall be subject to the terms and conditions of the Plan.

“期权协议”指公司同期权持有人之间的书面的或电子版本的协议，其格式应经管理员不时批准，该协议证明根据本计划赠与的单个期权的条件、条款，包括任何附于或并入期权协议的文件，包括但不限于期权授与通知及行权通知。期权协议受限于本计划的条件、条款。

(cc) “Optioned Shares” means the Shares subject to an Option.

“期权股票”指与期权所对应的股票。

(dd) “Optionee” means the holder of an outstanding Option granted under the Plan.

“期权持有人”指根据本计划被授予期权的期权持有人。

(ee) “Parent” means a “parent corporation” with respect to the Company, whether now or hereafter existing, as defined in Section 424(e) of the Code.

“母公司”指具有税法第 424(e)条定义的“母公司”，无论在现在还是日后存续。

(ff) “Person” means an individual, corporation, partnership, association, trust, or any other entity.

“人”指任何个人、公司、合伙、协会、信托或其他实体。

(gg) “Plan” means this 2013 Share Plan, as amended from time to time.

“计划”指不时修订的本 2013 年度股票计划。

(hh) “PRC” means the People’s Republic of China.

“中国”指中华人民共和国。

(ii) “Purchase Price” means the amount of consideration for which one Share may be acquired pursuant to a Share Purchase Right or Share Award, as specified by the Administrator in the applicable Restricted Share Purchase Agreement or Share Award in accordance with Section 7(c) hereof

“购买价格”指管理人依据本计划第 7(c)条关于适用限制性股票购买权或授予股票的约定，允许被授予人行使股票购买权或授予股票的权利购买公司股票的每股价格。

(jj) “Purchaser” means the holder of Shares purchased pursuant to the exercise of a Share Purchase Right.

“买方”指行使股票购买权而取得股票的股票持有人。

(kk) “Restricted Share Purchase Agreement” means a written or electronic agreement between the Company and a Purchaser, the form(s) of which shall be approved from time to time by the Administrator, evidencing the terms and conditions of an individual Share Purchase Right, and includes any documents attached to or incorporated into the Restricted Share Purchase Agreement. The Restricted Share Purchase Agreement shall be subject to the terms and conditions of the Plan.

“限制性股票购买协议”指公司和买方之间达成的书面或电子形式的协议，其形式应经管理人不时批准，该协议规定了行使股票购买权的具体条款和条件，并包括该协议的任何附件或援引文件。该等限制性股票购买协议应受限于本计划的条款和条件。

(ll) “Restricted Shares” means Shares acquired pursuant to a Share Purchase Right or Share Award Agreement (if subjected to rights of redemption, repurchase or forfeiture).

“限制性股票”指根据股票购买权或股票授予协议而取得的股票（如果受赎回、回购或放弃的限制）。

(mm) “SAFE” means the PRC State Administration of Foreign Exchange and its local branches.

“外管局”指中华人民共和国国家外汇管理局及其地方分支机构。

(nn) “Securities Act” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“证券法”指 1933 年美国证券法和其不时修订版本，以及依据该法而制订和颁布的法规和规定。

(oo) “Service Provider” means an Employee, Director, or Consultant.

“服务提供者”指员工、董事或顾问。

(pp) “Share” means a common share of the Company, as adjusted in accordance with Section 12 hereof.

“股票”指公司的普通股，根据第 12 条可加以调整。

(qq) “Share Award” means an award or issuance of Shares or stock appreciation rights other similar awards made under Section 7 of the Plan, the grant, issuance, retention, vesting, settlement and/or transferability of which is subject during specified periods of time to such conditions (including continued employment or performance conditions) and terms as are expressed in the agreement or other documents evidencing the Award (the “**Share Award Agreement**”).

“股票授予”指根据本计划第 7 条而授予或发行的股票、股票增值权或其他类似权益，其授予、发行、持有、到期、处理和/或转让均在规定时间内，受制于创设该权益的文件（“**股票授予协议**”）中所明确规定的条款和条件（包括持续聘用或业绩条件）。

(rr) “Shareholders Agreement” means any agreement between an Awardee and the Company or members of the Company or both.

“股东协议”指被授予人与公司和/或公司成员之间签署的协议。

(ss) “Share Purchase Right” means a right to purchase Restricted Shares pursuant to Section 7 hereof.

“股票购买权”指根据第 7 条规定购买限制性股票的权利。

(tt) “Subsidiary” means a “subsidiary corporation” with respect to the Company, whether now or hereafter existing, as defined in Section 424(f) of the Code.

“子公司”指具有税法第 424(f)条含义的子公司，无论是现在还是将来存续的。

(uu) “United States” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

“美国”指美利坚合众国、其领土和领地、各州以及哥伦比亚特区。

### 3. Shares Subject to the Plan.

#### 本计划项下的股票

(a) Basic Limitation. Subject to the provisions of Section 12 hereof, the maximum aggregate number of Shares that may be issued under the Plan shall not exceed 18,107,143 Shares (as appropriately adjusted for subsequent stock splits, stock dividends and the like). The Shares may be authorized but unissued Shares. The number of Shares that are subject to Awards outstanding under the Plan at any time shall not exceed the aggregate number of Shares that then remain available for issuance under the Plan. The Company, during the term of the Plan, shall at all times reserve and keep available sufficient Shares to satisfy the requirements of outstanding Awards granted under the Plan.

基本限制。受制于第 12 条的规定，根据本计划发行的股票数量最多不得超过 18,107,143 股（根据随后的拆股，股息等等进行适当调整）。股票为已经授权但尚未发行的股票。根据本计划所授予的权益而发行的股票数量在任何时间均不得超过届时根据本计划可供发行的股票总数。公司在本计划有效期内应随时授权和预留保持足够数量的股票，以便满足根据本计划授予权益的要求。

(b) Additional Shares. If an Award expires, becomes unexercisable, or is cancelled, forfeited, or otherwise terminated without having been exercised or settled in full, as the case may be, the Shares allocable to the unexercised portion of the Award shall again become available for future grant or sale under the Plan (unless the Plan has terminated). Shares that actually have been issued under the Plan, upon exercise of an Option or delivery under a Share Purchase Right or Share Award, shall not be returned to the Plan and shall not become available for future distribution under the Plan, except that in the event that Shares issued under the Plan are reacquired by the Company pursuant to any forfeiture provision, right of repurchase or redemption, or are retained by the Company upon the exercise of or purchase of Shares under an Award in order to satisfy the Exercise Price or Purchase Price for the Award or any withholding taxes due with respect to the exercise or purchase, such Shares shall again become available for future grant under the Plan.

增发股票。如果权益到期、不可再被行权、或者被取消、没收或因其他原因未经完全行权或结算而终止，视情形而定，未行权益部分所对应的股票应可以用于未来根据本计划所实施的授予或出售（除非计划终止）。根据本计划已经实际发行的股票，无论是因行使期权或是股票购买权或股票授予，均不得再退回公司，不得再次用于本计划未来的分配，除非公司根据任何没收、回购或赎回权条款重新取得这些股票，公司为了获取行权价格或购买价格，或缴纳与行权和购买权相关的扣缴税而保留任何股票，这些股票应当可以根据本计划进行再次分配。

#### 4. Administration of the Plan.

##### 计划的管理

(a) Administrator. The Plan shall be administered by the Administrator.

管理人。本计划由管理人管理。

(b) Powers of the Administrator. Subject to the provisions of the Plan and the approval of any relevant authorities, the Administrator shall have the authority in its discretion:

管理人的权限。根据本计划的规定并经有关政府部门批准后，管理人拥有如下职权：

- 2(u) hereof;
- (i) to determine the Fair Market Value, in accordance with Section  
根据第 2(u)条规定决定公平市场价值;
- granted hereunder;
- (ii) to select the Awardees to whom Awards may from time to time be  
不时地选择有权取得权益的被授予人;
- granted hereunder;
- (iii) to determine the number of Shares to be covered by each Award  
决定每个权益所对应的股票数量;
- (iv) to approve the form(s) of agreement for use under the Plan;  
批准根据本计划所需签订的协议格式;
- (v) to determine the terms and conditions of any Award granted hereunder including, but not limited to, the Exercise Price, the Purchase Price, the time or times when Options may be exercised (which may be based on performance criteria), the time or times when repurchase or redemption rights shall lapse, any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator, in its sole discretion, shall determine;  
决定授予权益的具体条件和条款, 包括但不限于行权价格、购买价格、行权时间和次数(可能受业绩条件限制)、回购权或赎回权到期的时间和次数、任何加速到期或没收条件的免除, 以及任何与权益或股票有关的限制或限定, 各个影响因素由管理人自行决定;
- (vi) to implement a program where (A) outstanding Awards are surrendered or cancelled in exchange for Awards of the same type (which may have lower Exercise/Purchase Prices and different terms), Awards of a different type, or cash, or (B) the Exercise/Purchase Price of an outstanding Award is reduced, based in each case on terms and conditions determined by the Administrator in its sole discretion;  
在如下情形发生时实施某项计划: (A) 为换取同类权益、不同类权益或现金(行权价格/购买价格可能会稍低并且条件会略有不同)而将已授予的权益返还或取消, 或(B) 将已授予权益的行权价格/购买价格降低, 上述任一情形相关的条款和条件均由管理人自行决定。
- (vii) to approve earlier Exercise of the Awards granted under the Plan.  
批准依本协议授予的权益的提前行权。
- (viii) to prescribe, amend, and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable laws of jurisdictions other than the United States;  
制订、修改和取消与本计划相关的法规或规定, 包括为满足美国以外法域的要求而制订的子计划;

(ix) to allow Awardees to satisfy withholding tax obligations by electing to have the Company withhold from the Shares to be issued under an Award that number of Shares having a Fair Market Value equal to the minimum amount required to be withheld. The Fair Market Value of the Shares to be withheld shall be determined on the date that the amount of tax to be withheld is to be determined. All elections by Awardees to have Shares withheld for this purpose shall be made in such form and under such conditions as the Administrator may deem necessary or advisable;

为满足被授予人的所得税义务，应被授予人的要求由公司将具有等同于最低扣缴金额的公平市场价值的股票从授予的权益中扣除。被扣除股票的公平市场价值应以扣缴金额的决定日为基准。被授予人要求扣除被授予权益以满足其所得税义务的要求，应以管理人认为必要或合适的方式和条件进行。

(x) to modify or amend each Award (subject to Section 18 hereof and Awardee consent if the modification or amendment is to the Awardee's detriment), including, without limitation, the discretionary authority to extend the post-termination exercisability of an Option longer than is otherwise provided for in an Option Agreement or accelerate the vesting or exercisability of an Option or lapsing of a repurchase or redemption right to which Restricted Shares may be subject;

修改或修订权益（如果修订或修改对被授予人不利，则须符合本计划第 18 条规定和被授予人的同意），包括但不限于将离职后的行权期延长至期权协议所规定的行权期以外，或加速期权或行权到期，或加速限制性股票的回购权或赎回权；

(xi) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan; and

对本计划和根据本计划授予权益的条款进行解释；及

(xii) to make any other determination and take any other action that the Administrator deems necessary or desirable for the administration of the Plan.

采取为管理本计划管理人认为必须或必要的任何其它决定或行动。

(c) Delegation of Authority to Officers. Subject to Applicable Law, the Administrator may delegate limited authority to specified officers of the Company to execute on behalf of the Company any instrument required to effect an Award previously granted by the Administrator.

对管理人员的授权。根据适用法律的规定，管理人可将有限的权利授予指定的公司管理人员，代表公司签署任何文件，以促成管理人已授予权益的生效。

(d) Effect of Administrator's Decision. All decisions, determinations, and interpretations of the Administrator shall be final and binding on all Awardees.

管理人决策的效力。管理人所作的任何决策、决定和解释均为终局性的，对所有被授予人均具有约束力。

## 5. Eligibility. 资格

(a) General Rule. Only Service Providers, or trusts or companies established in connection with any employee benefit plan of the Company (including the Plan) for the benefit of a Service Provider, shall be eligible for the grant of Awards. Incentive Stock Options may be granted to Employees only.

一般规则。只有服务提供者、为了实施公司的员工福利计划（包括本计划）而设立的信托或公司为服务提供者的利益才有资格获取权益。激励型股票期权只能被授予公司员工。

6. Terms and Conditions of Options.

期权的条款和条件

(a) Option Agreement. Each grant of an Option under the Plan shall be evidenced by an Option Agreement between the Optionee and the Company. Each Option shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions that are not inconsistent with the Plan and that the Administrator deems appropriate for inclusion in an Option Agreement. The provisions of the various Option Agreements entered into under the Plan need not be identical.

期权协议。根据本计划所授予的每一份期权均应有经公司和期权持有人签署的期权协议为证。每一份授予的期权均应遵守本计划的所有条款和条件，以及其他同本计划不一致但管理人认为应包含在期权协议之内的条款和条件。根据本计划而签署的期权协议无需完全一致。

(b) Type of Option. Each Option shall be designated in the Option Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding a designation of an Option as an Incentive Stock Option, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by an Optionee during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds US\$100,000, such Options shall be treated as Nonstatutory Stock Options. For purposes of this Section 6(b), Incentive Stock Options shall be taken into account in the order in which they were granted. The Fair Market Value of the Shares shall be determined as of the Date of Grant.

期权类别。在期权协议中，每一项期权计划应被认定为激励型股票期权或非法定股票期权。然而，尽管某项期权被认定为激励型股票期权，如果该项期权所对应股票的公平市场价值在任一日历年度内的首次可以行权日超过 100,000 美元（公司、母公司或子公司所实施的所有计划），该等期权应被视为非法定股票期权。为本第 6(b)条之目的，激励型股票期权应以其授予的时间顺序来考虑，股票的公平市场价值应以授予日为基准。

(c) Number of Shares. Each Option Agreement shall specify the number of Shares that are subject to the Option and shall provide for the adjustment of such number in accordance with Section 12 hereof.

股票数量。每一份期权协议应明确此项期权股票数量，并应根据第 12 条的规定对该等数量加以调整

(d) Exercise Price. Each Option Agreement shall specify the Exercise Price. The Exercise Price of an Incentive Stock Option shall not be less than 50% of the Fair Market Value on the Date of Grant, , the Exercise Price of any Option shall be determined by the Administrator in its sole discretion. The Exercise Price shall be payable in accordance with Section 9 hereof and the applicable Option Agreement. Notwithstanding anything to the contrary in the foregoing, in the event of a transaction described in Section 424(a) of the Code, then, consistent with Section 424(a) of the Code, Incentive Stock Options may be issued at an Exercise Price other than as required by the foregoing.

行权价格。期权协议应明确行权价格，每一份股票期权的行权价格应不得低于基于授予日所确定的股票公平市场价值的 50%。受制于前述规定，任何期权的行权价格应由管理人自行决定。行权价格应根据第 9 条和期权协议的规定支付。尽管违反了前述规定，如果出现税法第 424(a)条所规定的交易，为了与税法第 424(a)条的规定保持一致，激励型股票期权的行权价格可以不必遵守本条规定。

(e) Term of Option. The Option Agreement shall specify the term of the Option; provided, however, that the term shall not exceed ten (10) years from the Date of Grant. Subject to the preceding sentence, the Administrator in its sole discretion shall determine when an Option is to expire.

期权有效期。期权协议应规定期权有效期，但前提条件是该有效期自授予日起不得超过十（10）年。受制于前述规定，管理人自行决定期权有效期。

(f) Exercisability. Each Option Agreement shall specify the date when all or any installment of the Option is to become exercisable. The exercisability provisions of any Option Agreement shall be determined by the Administrator in its sole discretion.

行权期。每一份期权协议应规定所有或任何部分期权可以开始行权的日期。任何期权协议行权条款应由管理人自行决定。

(g) Exercise Procedure. Any Option granted hereunder shall be exercisable according to the terms hereof at such times and under such conditions as may be determined by the Administrator and as set forth in the Option Agreement; provided, however, that an Option shall not be exercised for a fraction of a Share.

行权程序。任何期权的行权，均应根据管理人和期权协议所规定的时间和条件来进行，并且不得对少于一股的股票行权。

(i) An Option shall be deemed exercised when the Company receives (A) written or electronic notice of exercise (in accordance with the Option Agreement) from the person entitled to exercise the Option, (B) full payment for the Shares with respect to which the Option is exercised, and (C) all representations, indemnifications, and documents reasonably requested by the Administrator including, without limitation, any Shareholders Agreement. Full payment may consist of any consideration and method of payment authorized by the Administrator in accordance with Section 9 hereof and permitted by the Option Agreement.

当公司 (A) 从有权行使期权的人士收到书面或电子形式的行权通知（根据期权协议的规定），(B) 购买行权部分所对应股票的价款，以及(C) 管理人合理要求的所有陈述、赔偿和文件，包括但不限于股东协议，行权行为应视为已经发生。行

权价格的全额支付应包括管理人根据第 9 条规定的授权和期权协议的约定所允许的任何对价和支付方式。

(ii) Shares issued upon exercise of an Option shall be issued in the name of the Optionee or, if requested by the Optionee, in the name of the Optionee and his or her spouse. Subject to the provisions of Sections 8, 9, 14, and 15, the Company shall issue (or cause to be issued) certificates evidencing the issued Shares promptly after the Option is exercised. Notwithstanding the foregoing, the Administrator in its discretion may require the Company to retain possession of any certificate evidencing Shares acquired upon the exercise of an Option, if those Shares remain subject to repurchase or redemption under the provisions of the Option Agreement, any Shareholders Agreement, or any other agreement between the Company and the Awardee, or if those Shares are collateral for a loan or obligation due to the Company.

因行权而发行的股票应以期权持有人为发行对象，或应期权持有人的要求，以其本人和其配偶为发行对象。受制于第 8、9、14 和 15 条的规定，公司应在行权后立即颁发（或促使立即颁发）证明股票已适当发行的证书。尽管有前述规定，如果根据期权协议、股东协议或公司与被授予人之间签署的任何其他协议的规定，所发行的股票依然受制于公司的回购权或赎回权，或者这些股票应作为抵押物用于担保拖欠公司的债务或义务，管理人有权要求公司保留因行权行为而颁发的股票证书。

(iii) Exercise of an Option in any manner shall result in a decrease in the number of Shares thereafter available, both for purposes of the Plan (in accordance with Section 3(b)) and for sale under the Option, by the number of Shares as to which the Option is exercised.

为本计划之目的（根据第 3(b)条的规定），以任何方式行使期权均会导致期权项下的股票数量减少，减少数量为行权所对应的股票数量。

(h) Vesting Schedule. Subject to the Optionee's continued status as a Service Provider through each of the applicable vesting dates and to the extent permitted by applicable law, the Option shall become exercisable, in whole or in part, in accordance with the terms thereof at such times and under such conditions as maybe determined by the Administrator and as set forth in the Option Agreement and the following schedule:

行权时间表。在法律允许范围内，根据在每一行权到期日的作为服务提供者持续提供服务状态，并且根据管理人和期权协议所规定的时间和条件和下列时间表对到期的期权全部或部分行权：

25% of the Optioned Shares shall vest on each anniversary of the Vesting Commencement Date (such day to be deemed to be the last day of the month, when necessary), subject to the Optionee's continuing to be a Service Provider through these dates. Before or after execution of the Option Agreement, the vesting schedule may be modified or changed by the Administrator in its sole discretion as it deems necessary or appropriate where new agreement between the Company and the Optionee shall be entered into regarding the said modification or change.

25%的期权将在行权开始日的每个周年日到期（如必要该日可以是当月的最后一天），但前提条件是期权持有人在这些日期始终是公司的服务提供者。在期

权协议签署之前或之后，管理人有权根据其判断在认为合适或必要时对上述行权时间表进行修改或修订，并与期权持有人就该修改或修订达成并签署新的协议。

(i) Termination of Service (other than by death).  
服务终止（死亡除外）

(i) If an Optionee ceases to be a Service Provider for any reason other than because of death, then the Optionee's Options shall expire on the earliest of the following occasions:

如果期权持有人因死亡以外的任何理由不再是服务提供者，其持有的期权应在下列情形最早发生之日失效：

(A) The expiration date determined by Section 6(e) hereof;  
第 6(e)条规定的有效期届满；

(B) The 30th day following the termination of the Optionee's relationship as a Service Provider for any reason other than Disability, or such later date as the Administrator may determine and specify in the Option Agreement, provided that no Option that is exercised after the expiration of the three-month period immediately following the termination of the Optionee's relationship as an Employee shall be treated as an Incentive Stock Option; or

期权持有人因残废以外的任何原因而终止其服务后的第三十（30）天，或管理人决定或期权协议规定的此后某一日期；然而，行权时间发生在期权持有人终止其服务之后的三（3）个月以后的任何期权均不得被视为激励型股票期权；或

(C) The last day of the six-month period following the termination of the Optionee's relationship as a Service Provider by reason of Disability, or such later date as the Administrator may determine and specify in the Option Agreement; provided that no Option that is exercised after the expiration of the twelve-month period immediately following the termination of the Optionee's relationship as an Employee shall be treated as an Incentive Stock Option.

期权持有人因残废而终止其服务后六（6）个月的最后一天，或管理人决定或期权协议规定的此后某一日期；然而，行权时间发生在期权持有人终止其服务之后的十二（12）个月以后所对应的任何期权均不得被视为激励型股票期权。

(ii) Following the termination of the Optionee's relationship as a Service Provider, the Optionee may exercise all or part of the Optionee's Option at any time before the expiration of the Option as set forth in Section 6(i)(i) hereof, but only to the extent that the Option was vested and exercisable as of the date of termination of the Optionee's relationship as a Service Provider (or became vested and exercisable as a result of the termination). The balance of the Shares subject to the Option shall be forfeited on the date of termination of the Optionee's relationship as a Service Provider. In the event that the Optionee dies after the termination of the Optionee's relationship as a Service Provider but before the expiration of the Optionee's Option as set forth in Section 6(i)(i) hereof, all or part of the Option may be exercised (prior to expiration) by the executors or administrators of the Optionee's estate or by any person who has acquired the Option directly from the Optionee by beneficiary

designation, bequest, or inheritance, but only to the extent that the Option was vested and exercisable as of the termination date of the Optionee's relationship as a Service Provider (or became vested and exercisable as a result of the termination). Any Optioned Shares subject to the portion of the Option that are vested as of the termination date of the Optionee's relationship as a Service Provider but that are not purchased prior to the expiration of the Option pursuant to this Section 6(i) shall be forfeited immediately following the Option's expiration.

期权持有人在其服务终止日之后，在第 6(i)(i)条规定的期权失效之前，可以随时行使所有或部分股票期权，但仅限于期权持有人在终止其服务之日时已经到期和可以行权的部分（或因终止服务而到期和可以行权）。其余未到期部分的期权应在期权持有人终止其服务关系的当日失效。如果期权持有人在终止服务之日和根据第 6(i)(i)条规定的失效日之间死亡，全部或部分期权可由期权持有人的遗产执行人或管理人行使（到期之前），或是通过指定受益人、遗嘱或继承等方式直接从期权持有人处获得期权的人士来行使，但仅限于在期权持有人终止其服务关系之日已经到期和可以行权的部分

（或因终止服务而导致该等期权的到期和可以行权部分）。根据本第 6(i)条规定，在期权持有人终止其服务关系之日已经到期的部分但在期权终止前尚未被行权部分的股票期权应被立即取消。

(j) Leaves of Absence. Unless otherwise determined by the Administrator, for purposes of this Section 6, the service of an Optionee as a Service Provider shall be deemed to continue while the Optionee is on a bona fide leave of absence, if such leave was approved by the Company in writing. Unless otherwise determined by the Administrator and subject to Applicable Law, vesting of an Option shall be suspended during any unpaid leave of absence.

请假。除非管理人另有其他决定，为本第 6 条之目的，期权持有人作为服务提供者所提供的服务在持有人确实请假并经公司书面批准的情况下应被视为持续进行。除非管理人或适用法律另有决定或要求，在任何不带薪休假期间，期权的分期到期计划应暂停。

(k) Death of Optionee.  
期权持有人死亡

(i) If an Optionee dies while a Service Provider, then the Optionee's Option shall expire on the earlier of the following dates:

如果期权持有人在提供其服务期间死亡，该等期权应在下列较早发生情形之日失效：

(A) The expiration date determined by Section 6(e) hereof;  
第 6(e)条规定的有效期届满；和

(B) The last day of the six-month period immediately following the Optionee's death, or such later date as the Administrator may determine and specify in the Option Agreement.

期权持有人死亡后六（6）个月的最后一天，或管理人在期权协议中所规定的此后某一日期。

(ii) All or part of the Optionee's Option may be exercised at any time before the expiration of the Option as set forth in Section 6(k)(i) hereof by the executors or administrators of the Optionee's estate or by any person who has acquired the Option directly from the Optionee by beneficiary designation, bequest, or inheritance, but only to the extent that the Option was vested and exercisable as of the date of the Optionee's death or had become vested and exercisable as a result of the death. The balance of the Shares subject to the Option shall be forfeited upon the Optionee's death. Any Optioned Shares subject to the portion of the Option that are vested as of the Optionee's death but that are not purchased prior to the expiration of the Option pursuant to this Section 6(k) shall be forfeited immediately following the Option's expiration.

期权持有人所持有的所有或部分期权可以在根据第 6(k)(i)条所规定的失效日之前的任何时间，由期权持有人的遗产执行人或管理人来行使，或由任何通过指定受益人、遗嘱或继承方式直接从期权持有人处获得该等期权的人士来行使，但仅限于期权持有人死亡当日已经到期和可以行权的部分，或是因死亡而导致到期和可以行权的部分。期权持有人死亡后的未到期部分应立即取消。任何在期权持有人死亡时已经到期部分但在根据第 6(k)条所规定的期权失效日之前未被行权部分的股票期权应立即取消。

(l) Restriction on Exercise of Option. Notwithstanding any provision to the contrary in this Plan, in the event that an Optionee who is an Employee ceases to be a Service Provider for any reason whatsoever, the Option granted to him/her may not be exercised as of such termination, unless otherwise provided in the applicable Option Agreement. Any exercise of the Option would be subject to (i) such Optionee's full compliance with the Non-Compete Obligation, the Non-Disclosure Obligation and the Non-Solicitation Obligation, (ii) any other obligations to which the Optionee is subject under any applicable employment agreement, non-competition, non-disclosure and non-solicitation agreement and any other agreements of similar kind, if any, made between the Employee and the Company or any Parent or Subsidiary, and their ancillary documents, and (iii) in the event that the Optionee ceases to be a Service Provider, such termination is not for Cause In the event that an Optionee is in breach of any of the aforementioned obligations for any reason whatsoever, the Company may, at its sole discretion, withdraw any Option which the Optionee is entitled to exercise but has not yet exercised and reacquire from such Optionee any Shares issued to such Optionee pursuant to the applicable Option Agreement and the Optionee shall be obliged to return any share certificate(s) evidencing such Shares upon request of the Company or the Administrator, provided that the Company shall refund the Exercise Price paid by the Optionee without any interest or fees whatsoever, subject to any compensation or indemnification to which the Company is entitled and/or any costs incurred by the Company due to such breach of any aforementioned obligations of the Optionee.

期权行权限制。即使本计划有相反意思的条款，在员工为期权持有人的情况下，除非相应的期权协议有其它规定，如果该期权持有人因任何原因不再作为服务提供者，则他/她将不能在自其不再作为服务提供者之日起对其授予的期权进行行权。行权受制于：(i)该期权持有人完全履行竞业禁止义务、不泄露义务和不招揽义务，(ii) 该期权持有人完全履行其他根据适用的其与公司或公司的母公司或子公司之间订立的劳动合同、不竞争、不泄露和不招揽合同以有其他同类合同，如有，及其相关文件所规定的义务，以及 (iii) 如果员工已离职，则该等离职并非因原因而造成。如果该期权持有人因任何原因违反了前述的任何义务，公司可以自行决定撤销任何该期权持有人有权进行行权但尚未行权的期权并收回任何根据相应的期权协议已向该期权持有人发行的股票，而且该期权持

有人有义务在公司退还不附带任何利息及其它费用的行权价格前提下将任何证明股票发行的相关股权证书退还给公司。前述行权价格的退还还受制于该期权持有人因违反前述义务而应对公司做任何赔偿、补偿或公司由此而产生的各项费用。

(m) Restrictions on Transfer of Shares. Shares issued upon exercise of an Option shall be subject to such special forfeiture conditions, rights of repurchase or redemption, rights of first refusal, and other transfer restrictions as the Administrator may determine. The restrictions described in the preceding sentence shall be set forth in the applicable Option Agreement and shall apply in addition to any restrictions that may apply to holders of Shares generally.

股票转让的限制。因行权而发行的股票应受制于管理人决定的某些特殊的没收条件、回购或赎回权、优先权以及其他转让的限制。前述限制应在适用期权协议中加以规定并在一般适用的持股人的任何限制之外同时适用。

7. Terms and Conditions of Share Purchase Rights and Share Awards.  
股票购买权和股票授予的条款和条件

(a) Restricted Share Purchase Agreement or Share Award Agreements. Each Share Purchase Right or Share Award under the Plan shall be evidenced by a Restricted Share Purchase Agreement or Share Award Agreement, respectively, between the Purchaser and the Company. Each Share Purchase Right and each Share Award shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions that are not inconsistent with the Plan and that the Administrator deems appropriate for inclusion in a Restricted Share Purchase Agreement or Share Award Agreement, including without limitation, (i) the number of Shares subject to such Restricted Share Purchase Agreement or Share Award, as applicable, or a formula for determining such number, (ii) the purchase price of the Shares, if any, and the means of payment for the Shares, (iii) the performance criteria, if any, and level of achievement versus these criteria that shall determine the number of Shares granted, issued, retainable and/or vested, (iv) such terms and conditions on the grant, issuance, vesting, settlement and/or forfeiture of the Shares as may be determined from time to time by the Administrator and (v) restrictions on the transferability of the Award. The provisions of the various Restricted Share Purchase Agreements and Share Award Agreements entered into under the Plan need not be identical.

限制性股票购买协议或股票授予协议。本计划项下的每一份股票购买权或股票授予均应有经买方和公司签署的限制性股票购买协议或股票授予协议为证。每一份股票购买权和股票授予均应遵守本协议规定的条款和条件，或是与本计划不一致但管理人认为合适并应包含在限制性股票购买协议或股票授予协议中的条款和条件，包括但不限于 (i) 与股票购买权或股票授予相对应的股票数量或决定该数量的公式，(ii) 股票购买价格，如有，以及付款方式，(iii) 业绩考核标准以及其他决定股票授予、发行、到期、处置和/或取消数量的业绩水平，如有，(iv) 管理人可不时决定的决定股票授予、发行、到期、处置和/或取消相关的条款和条件，和 (v) 对权益的转让限制。根据本协议签署的限制性股票购买协议和股票授予协议无需完全一致。

(b) Duration of Offers of Share Purchase Rights. Any Share Purchase Rights granted under the Plan shall automatically expire if not exercised by the Purchaser within 30

days (or such longer time as is specified in the Restricted Share Purchase Agreement) after the Date of Grant.

股票购买权的有效期限。依据本计划而授予的股票购买权，如果没有在授予日起的三十（30）天内被行使（或限制性股票购买协议中规定的更长期限内），该等股票购买权将自动失效。

(c) Purchase Price. The Purchase Price, if any, shall be determined by the Administrator in its sole discretion. The Purchase Price, if any, shall be payable in a form described in Section 9 hereof.

购买价格。购买价格，如有，应由管理人自行决定，其支付方式应以第 9 条的规定为准。

(d) Restrictions on Transfer of Shares. Any Shares awarded or sold pursuant to Share Purchase Rights or Share Awards shall be subject to such special forfeiture conditions, rights of repurchase or redemption, rights of first refusal, market stand-offs, and other transfer restrictions as the Administrator may determine. The restrictions described in the preceding sentence shall be set forth in the applicable Restricted Share Purchase Agreement or Share Award Agreement, as applicable, and shall apply in addition to any restrictions that may apply to holders of Shares generally. Unless otherwise determined by the Administrator and subject to Applicable Law, vesting of Shares acquired pursuant to a Restricted Share Purchase Agreement or Share Awards shall be suspended during any unpaid leave of absence.

股票转让的限制。任何根据股票购买权或股票授予而授予或出售的股票，均应受制于管理人决定的某些特殊的取消条件、回购或赎回权、优先权、市场锁定期以及其他转让限制。前款转让限制应在限制性股票购买协议或股票授予协议中加以规定，并在一般适用的转让限制之外同时适用。除非管理人或适用法律另有决定或规定，根据限制性股票购买协议或股票授予协议所获股票的到期计划应在不带薪假期期间暂停。

8. Withholding Taxes. As a condition to the exercise of an Option, purchase of Restricted Shares or receipt of a Share Award, the Awardee (or in the case of the Awardee's death or in the event of a permissible transfer of Awards hereunder, the person exercising the Option, purchasing Restricted Shares or receiving the Share Award) shall make such arrangements as the Administrator may require for the satisfaction of any applicable withholding taxes arising in connection with the exercise of an Option or purchase of Restricted Shares under the laws of any applicable jurisdiction including Hong Kong, the PRC, the U.S. and any other jurisdiction. The Awardee (or in the case of the Awardee's death or in the event of a permissible transfer of Awards hereunder, the person exercising the Option, purchasing Restricted Shares or receiving Share Awards) also shall make such arrangements as the Administrator may require for the satisfaction of any applicable Hong Kong, PRC, U.S. federal, state, local, or non-PRC and non-U.S. withholding tax obligations that may arise in connection with the disposition of Shares acquired by exercising an Option, purchasing Restricted Shares or receiving Share Awards. The Company shall not be required to issue any Shares under the Plan until the foregoing obligations are satisfied. Without limiting the generality of the foregoing, upon the exercise of the Option or delivery of Restricted Shares or Share or Award, the Company shall have the right to withhold taxes from any compensation or other amounts that the Company may owe to the Awardee, or to require the Awardee to pay to the Company the amount of any taxes that the Company may be required to withhold with respect to the Shares issued to the Awardee. Without limiting the

generality of the foregoing, the Administrator in its discretion may authorize the Awardee to satisfy all or part of any withholding tax liability by (i) having the Company withhold from the Shares that would otherwise be issued upon the exercise of an Option, purchase of Restricted Shares that number of Shares or received in a Share Award having a Fair Market Value, as of the date the withholding tax liability arises, equal to the portion of the Company's withholding tax liability to be so satisfied or (ii) by delivering to the Company previously owned and unencumbered Shares having a Fair Market Value, as of the date the withholding tax liability arises, equal to the amount of the Company's withholding tax liability to be so satisfied.

个人所得税的扣缴。作为股票期权的行权、购买限制性股票或接受股票授予的一项先决条件，被授予人（或在授予人死亡或经允许的股票转让情形下，行使股票期权、购买限制性股票和接受股票授予的人士）应根据管理人的要求作出适当安排，以满足任何法域，包括香港、中国、美国或其他法域，就期权行权或购买限制性股票规定的扣缴义务。被授予人（或在授予人死亡或经允许的股票转让情形下，行使股票期权、购买限制性股票和接受股票授予的人士）还应根据管理人的要求作出适当安排，以满足任何法域，包括香港、中国、美国、或非中国和非美国的法域，就出售通过期权行权、购买限制性股票或接受股票授予而取得股票行为所规定的扣缴义务。在前述要求得到满足之前，公司不得被要求发行任何本计划项下的股票。在不限限制前述规定的前提下，公司有权在期权行权、交付限制性股票或股票授予时，从未付被授予人的薪金或其他款项中扣除代扣代缴部分，或要求被授予人向其支付公司负有扣缴义务的税款。在不限限制前述规定的前提下，管理人可以授权被授予人通过如下方式履行代扣代缴义务：(i) 从因期权行权、购买限制性股票或接受股票授予而应发行的股票中扣除一部分股票，其公平市场价值在扣缴义务产生之日等于代扣代缴金额，以此来满足公司的扣缴义务，或 (ii) 向公司交付一部分之前取得的并无任何限制的股票，其公平市场价值在扣缴义务产生之日等于扣缴金额，以此来满足公司的扣缴义务。

9. Payment for Shares. The consideration to be paid for the Shares to be issued under the Plan, including the method of payment, shall be determined by the Administrator (and, in the case of an Incentive Stock Option, shall be determined on the Date of Grant), subject to the provisions in this Section 9.

股票的付款。根据本计划所发行股票的支付对价，包括支付方式，应由管理人根据第 9 条规定决定（如果为激励型股票期权则在授予日决定）。

(a) General Rule. The entire Purchase Price or Exercise Price (as the case may be) for Shares issued under the Plan shall be payable in cash or cash equivalents at the time when the Shares are purchased, except as otherwise provided in this Section 9.

一般规则。为购买根据本计划发行的股票所需支付的购买价格或行权价格（视情形而定）应全部以现金或现金等价物支付，本第 9 条另有规定的除外。

(b) Surrender of Shares. To the extent that an Option Agreement, Restricted Share Purchase Agreement or Share Award Agreement so provides, all or any part of the Exercise Price or Purchase Price (as the case may be) may be paid by surrendering, or attesting to the ownership of, Shares that are already owned by the Awardee. These Shares shall be surrendered to the Company in good form for transfer and shall be valued at their Fair Market Value on the date the Option is exercised or Restricted Shares are purchased. The Awardee shall

not surrender, or attest to the ownership of, Shares in payment of the Exercise Price or Purchase Price (as the case may be) if this action would subject the Company to adverse accounting consequences, as determined by the Administrator.

股票的交回。如果期权协议、限制性股票购买协议或股票授予协议允许，全部或部分行权价格或购买价格（视情形而定）可通过被授权人所有的股票或能证明其拥有所有权的股票来支付。这些股票应以良好和可自由转让的形式交回公司，其公平市场价值应以行权日或限制性股票购买日为基准日来计算。如果该方式会给公司带来不利的会计影响并且遭到公司反对，由管理人决定，被授予人则不得通过被授权人所有的股票或能证明其拥有所有权的股票来支付其应付的行权价格或购买价格（视情形而定）。

(c) Services Rendered. At the discretion of the Administrator and to the extent so provided in the agreements evidencing Awards of Shares under the Plan, Shares may be awarded under the Plan in consideration of services rendered to the Company or any Parent or Subsidiary prior to the Award.

提供的服务。当管理人决定并且协议有所规定时，被授予人向公司或任何其母公司或子公司所提供的服务，可以作为授予股票权益的支付对价。

(d) Exercise/Sale. At the discretion of the Administrator and to the extent an Option Agreement so provides, and if the Shares are publicly traded, payment may be made all or in part by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company in payment of all or part of the Exercise Price and any withholding taxes.

行权/出售。当管理人决定并且期权协议有所规定时，如果被授予的股票在公开市场上交易，期权持有人可以通过向公司批准的股票经纪人发出不可撤销的出售股票指令（按照公司的规定方式进行），将全部或部分出售收益交付给公司的方式来支付行权价格和由公司代扣代缴的所得税。

(e) Exercise/Pledge. At the discretion of the Administrator and to the extent an Option Agreement so provides, and if the Shares are publicly traded, payment may be made all or in part by the delivery (on a form prescribed by the Company) of an irrevocable direction to pledge Shares to a securities broker or lender approved by the Company, as security for a loan, and to deliver all or part of the loan proceeds to the Company in payment of all or part of the Exercise Price and any withholding taxes.

行权/质押。当管理人决定并且期权协议有所规定时，如果被授予的股票在公开市场上交易，期权持有人可以通过向公司批准的股票经纪人或贷款人发出不可撤销的出质股票作为借款担保的指令（按照公司规定的方式进行），将全部或部分借款收益交付给公司的方式来支付行权价格和由公司代扣代缴的所得税。

(f) Other Forms of Consideration. At the discretion of the Administrator and to the extent an Option Agreement, a Restricted Share Purchase Agreement or Share Award so provides, all or a portion of the Exercise Price or Purchase Price may be paid by any other form of consideration and method of payment to the extent permitted by Applicable Law.

其他形式的对价。当管理人决定并且期权协议、限制性股票购买协议或股票授予协议有所规定时，全部或部分行权价格或购买价格可以通过适用法律允许的其他对价和支付方式来支付。

10. Nontransferability of Awards. Unless otherwise determined by the Administrator and so provided in the applicable Option Agreement, Restricted Share Purchase Agreement or Share Award Agreement (or be amended to provide), no Award shall be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner (whether by operation of law or otherwise) other than (i) by will or applicable laws of descent and distribution or (except in the case of an Incentive Stock Option) pursuant to a qualified domestic relations order or (ii) by trusts or companies established in connection with any employee benefit plan of the Company (including the Plan) for the benefit of a Service Provider or Service Providers, in each case subject to Applicable Law, and shall not be subject to execution, attachment, or similar process. In the event the Administrator in its sole discretion makes an Award transferable, only a Nonstatutory Stock Option, Share Purchase Right or Share Award may be transferred provided such Award is transferred without payment of consideration to members of the Awardee's immediate family (as such term is defined in Rule 16a-1(e) of the Exchange Act) or to trusts or partnerships established exclusively for the benefit of the Awardee and the members of the Awardee's immediate family, all as permitted by Applicable Law. Upon any attempt to pledge, assign, hypothecate, transfer, or otherwise dispose of any Award or of any right or privilege conferred by this Plan contrary to the provisions hereof, or upon the sale, levy or attachment or similar process upon the rights and privileges conferred by this Plan, such Award shall thereupon terminate and become null and void. Incentive Stock Options may be exercised during the lifetime of the Awardee only by the Awardee.

权益的不可转让性。除非管理人另有决定，同时期权协议、限制性股票购买协议或股票授予协议（或经修订的版本）另有规定，任何权益不得出售、质押、转让、抵押或以其他方式处置（无论是法定的或其他手段），但下列情况除外：(i) 继承或遗嘱分配，或者生效民事判决或裁定（激励型股票期权情形除外）或 (ii) 根据适用法律设立的信托计划或为员工福利计划（包括本计划）而成立的公司，并且该等计划之上不得附有司法判决，执行或其他程序。如果管理人自行决定允许权益转让，此类转让只能是向被授予人的直系亲属（定义见证券交易法第 16(a)-1(e)条规定）或为被授予人及其直系亲属的专属权益而设立的信托或合伙组织无偿转让，并应遵守适用法律的规定，转让对象只能是非法定股票期权、购买股票权或股票授予。一旦发生违反本计划的规定，企图抵押、转让、出质、转让或以其他方式处置权益的行为，或者本计划项下的权益遭出售、司法执行或其他类似程序，该等权益应立即终止和失效。激励型股票期权只能由被授予人在其生存期间行使。

11. Rights as a Member. Until the Shares actually are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a member shall exist with respect to the Shares, notwithstanding the exercise of the Award. No adjustment shall be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 12 of the Plan.

股东权利。尽管被授予人已经行权，被授予人对其权益所对应的股票不得享有投票权、接受分红权或其他作为股东应享有的权利，直至其股票实际发行（以公

司记载入其股东名册或经公司授权的转让代理人的帐簿为准)。如果股票在除权日后发行, 对这类股票享有的分红权或其他权利不得作任何调整, 本计划第 12 条规定的除外。

12. Adjustment of Shares.  
股票调整

(a) Changes in Capitalization. Subject to any required action by the members of the Company in accordance with Applicable Law, the class(es) and number and type of Shares that have been authorized for issuance under the Plan but as to which no Awards have yet been granted or that have been returned to the Plan upon cancellation or expiration of an Award, and the class(es), number, and type of Shares covered by each outstanding Award, as well as the price per Share covered by each outstanding Award, shall be proportionately adjusted for any increase, decrease, or change in the number or type of outstanding Shares or other securities of the Company or exchange of outstanding Shares or other securities of the Company into or for a different number or type of shares or other securities of the Company or successor entity, or for other property (including, without limitation, cash) or other change to the Shares resulting from a share split, reverse share split, share dividend, dividend in property other than cash, combination of shares, exchange of shares, combination, consolidation, recapitalization, reincorporation, reorganization, change in corporate structure, reclassification, or other distribution of the Shares effected without receipt of consideration by the Company; provided, however, that the conversion of any convertible securities of the Company shall not be deemed to have been “effected without receipt of consideration.” The adjustment contemplated in this Section 12(a) shall be made by the Board, whose determination shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of equity securities of the Company of any class, or securities convertible into equity securities of the Company of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number, type, or price of Shares subject to an Award. Where an adjustment under this Section 12(a) is made to an Incentive Stock Option, the adjustment shall be made in a manner that will not be considered a “modification” under the provisions of Section 424(h)(3) of the Code.

股本的调整。受制于适用法律对公司股东所需采取行动的规定, 根据本计划已经授权发行但权益尚未授予股票, 或者因授予取消或到期而退回计划的股票的类别、数量和类型, 以及已经授予权益所对应股票的类别、数量和类型以及每股价格, 均应随着如下情形的发生而调整: 公司发行在外股票或其他证券的增减或变化, 转换为公司或存续主体不同数量或类别的股票或财产(包括但不限于现金), 或者因拆股、并股、分红、非现金分红、换股、合并、资本化、重新注册、重组、公司结构变化、重新分类或对股票进行其他形式的分配并且公司没有收到任何对价即生效; 然而公司的任何可转换证券的转换不得被视为“无对价生效”。本第 12(a)条所规定的调整应由董事会作出, 其决定是终局和具有约束力的。除非本条明确规定, 公司发行任何类别的证券或可在不同类别证券之间转换的证券均不构成调整的原因, 均不得调整权益所对应股票的数量、种类或价格。如果对激励型股票期权根据本第 12(a)条的规定加以调整, 该等调整必须以不构成税法第 424(h)(3)条所规定的“修改”方式进行。

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator shall notify each Awardee as soon as practicable prior to the effective date of such proposed transaction. The Administrator in its discretion may

provide for an Optionee to have the right to exercise his or her Option until fifteen (15) days prior to the proposed dissolution or liquidation as to all of the Optioned Shares covered thereby, including Shares as to which the Option would not otherwise be exercisable. In addition, the Administrator may provide that any Company repurchase or redemption option applicable to any Shares purchased upon exercise of an Option or Restricted Shares purchased under a Share Purchase Right shall lapse as to all such Shares, provided the proposed dissolution or liquidation takes place at the time and in the manner contemplated. To the extent an Option has not been previously exercised and all Restricted Shares covered by a Share Purchase Right have not been purchased, the Award will terminate immediately prior to the consummation of such proposed action.

解散或清算。在公司拟进行解散或清算的时候，管理人应于该拟定交易生效日之前尽早通知被授予人。管理人有权自行决定，允许期权持有人直至拟定交易生效日之前的十五（15）日内开始行使全部期权，包括未到行权期的期权。此外，管理人可以规定公司对因行使期权或股票购买权而购买的股票所享有的回购或赎回权将在实际解散或清算按照预订方式进行。对于从未行权的股票期权或从未行使购买限制性股票的股票购买权，这些权益将在拟定交易完成前一瞬间终止。

(c) Change in Control. In the event of a Change in Control, unless the Option Agreement, Restricted Share Purchase Agreement or Share Award Agreement provides otherwise, each outstanding Option shall be assumed or an equivalent option shall be substituted by, and each right of the Company to repurchase, redeem or reacquire Shares upon termination of a Purchaser's relationship as a Service Provider shall be assigned to, the successor corporation or a Parent or Subsidiary of the successor corporation. If, in the event of a Change in Control, the Option is not assumed or substituted, or the repurchase, redemption or reacquisition or similar right is not assigned, in the case of an outstanding Option, the Option shall fully vest immediately and the Awardee shall have the right to exercise the Option as to all of the Optioned Shares, including Shares as to which it would not otherwise be vested or exercisable, and, in the case of Restricted Shares, the Company's repurchase, redemption or reacquisition or similar right shall lapse immediately and all of the Restricted Shares subject to the repurchase, redemption or reacquisition or similar right shall become vested. If an Option becomes fully vested and exercisable, in lieu of assumption or substitution in the event of a Change in Control, the Administrator shall notify the Optionee in writing or electronically that the Option shall be fully exercisable for a period of fifteen (15) days from the date of such notice, and the Option shall terminate upon the expiration of such period. For purposes of this Section 12(c), an Option shall be considered assumed, and Restricted Shares will be considered assigned if, following the Change in Control, the Award confers the right to purchase or receive, for each covered Share immediately prior to the Change in Control, the consideration (whether shares, cash, or other securities or property) received in connection with the Change in Control by holders of Shares for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if the consideration received in the Change in Control is not solely common stock or ordinary shares of the successor corporation or its Parent or Subsidiary, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of the Option or vesting of the Restricted Shares, for each covered Share, to be solely common stock or ordinary shares of the successor

corporation or its Parent or Subsidiary equal in Fair Market Value to the per Share consideration received by holders of Shares in the Change in Control.

控制权变更。当控制权发生变更，除非期权协议、限制性股票购买协议或股票授予协议另有规定，每一份已授予的期权或同等权利应被承继，公司在权益持有人终止其服务关系后所享有的回购、赎回或重新取得股票的权利应转移由存续公司或其母公司或子公司承继。如果控制权变更，前述期权未被承继，公司的回购、赎回或重新取得股票的权利未被转移，则对于已授予期权而言，该部分期权应立即全部到期，被授权人可以对全部到期部分的期权行权，包括本未到期或可行权部分的期权。对限制性股票而言，公司的回购、赎回、重新取得股票或类似权利应立即终止，所有受制于前述权利的限制性股票应立即到期。如果一份期权全部到期和具备行权条件，作为满足控制权变更时的前述承继和转移义务的一种方式，管理人可以以书面或电子形式通知期权持有人，说明该期权应在通知发布之日起十五（15）日内全部到期和具备行权条件，该期限到期后期权自动终止。为本 12(c)条之目的，如果在控制权发生变更时，每一个权益均赋予其持有人购买或接受控制权变更之前股票的权利，以及交易生效日每一股票持有人均可获得的对价（无论是股票、现金还是其他证券或财产，如果股东有权选择对价形式，权益持有人接受的是绝大多数股东所选择的对价形式），本条前述规定的承继和转移义务应视为被满足；然而，如果交易对价不仅仅是存续公司或其母公司或子公司的普通股，管理人经存续公司同意，可以规定对于那些期权行权或限制性股票到期时所取得的股票，其交易对价只能是存续公司或其母公司或子公司的普通股，其公平市场价值等值于控制权变更交易中股东所获得的对价。

(d) Reservation of Rights. Except as provided in this Section 12 and in the applicable Option Agreement, Restricted Share Purchase Agreement or Share Award Agreement, an Awardee shall have no rights by reason of (i) any subdivision or consolidation of Shares or other securities of any class, (ii) the payment of any dividend, or (iii) any other increase or decrease in the number of Shares or other securities of any class. Any issuance by the Company of equity securities of any class, or securities convertible into equity securities of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or Exercise Price of Optioned Shares. The grant of an Option, Share Purchase Right or Share Award shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell, or transfer all or any part of its business or assets.

权利保留。除非第 12 条或者期权协议、限制性股票购买协议或股票授予协议另有规定，被授予人不会仅仅因为下列事件的发生而享有任何权利：(i) 股票或其他类别证券的分拆或合并，(ii) 公司分红，或 (iii) 股票或其他类别证券发生数量上的增减。公司发行任何类别的证券或可以转换为任何类别证券的证券，不应影响也不因此调整任何期权股票和限制性股票的数量和行权价格或购买价格。股票期权、股票购买权或股票授予的授予不应在任何方面影响公司在下列方面的能力：调整、重新分类、重组或调整其资本或业务结构、兼并或解散、清算、出售或转让全部或部分业务或资产。

13. Date of Grant. The Date of Grant of an Award shall, for all purposes, be the date on which the Administrator makes the determination to grant the Award, or such other later date as is determined by the Administrator; provided, however, that the Date of Grant of an

Incentive Stock Option shall be no earlier than the date on which the Service Provider becomes an Employee.

授予日。在任何情况下，权益的授予日应为管理人作出授予权益决定之日，或管理人决定的其他日期；然而，授予激励型股票期权的日期应不早于为服务提供者成为公司员工之日。

14. Securities Law Requirements.  
证券法要求

(a) Legal Compliance. Notwithstanding any other provision of the Plan or any agreement entered into by the Company pursuant to the Plan, the Company shall not be obligated, and nor shall it have any liability for failure to deliver any Shares under the Plan unless the issuance and delivery of Shares comply with (or are exempt from) all Applicable Law, including, without limitation, the applicable securities laws in the British Virgin Islands, Hong Kong, PRC, Securities Act, U.S. state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company's securities may then be traded, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

合规。尽管本计划或根据本计划而签署的协议有任何规定，除非股票的发行和交付符合所有适用法律，包括但不限于英属维京群岛、香港、中国适用的证券法、证券法、美国州证券法律和法规、公司证券上市交易所在的证券交易所或其他证券市场的规则，并经公司律师就前述合规性做出批准，公司没有义务交付计划项下的股票，也不应为此承担任何责任。

(b) Investment Representations. Shares delivered under the Plan shall be subject to transfer restrictions, and the person acquiring the Shares shall, as a condition to the exercise of an Option or the purchase or acquisition of Restricted Shares if requested by the Company, provide such assurances and representations to the Company as the Company may deem necessary or desirable to assure compliance with Applicable Law, including, without limitation, the representation and warranty at the time of acquisition of Shares that the Shares are being acquired only for investment purposes and without any present intention to sell, transfer, or distribute the Shares.

投资陈述。根据本计划交付的股票应受制于交易限制，如公司要求，取得股票的人士应向公司提供公司认为必要或需要的协助和保证，作为期权行权或购买或取得限制性股票的前提条件之一，以确保符合适用法律的规定，包括但不限于获得股票应陈述和保证其取得股票仅为投资之目的，无任何出售、转让或销售股票的现实意愿。

15. Condition to Exercise. Any exercise of Option or the rights to purchase the Shares, or any issuance of Shares under the applicable Option Agreement, Share Purchase Rights and Share Awards shall be subject to that the Optionee or the holder of Share Purchase Rights and Share Awards shall be in compliance with all applicable PRC laws and regulations, including but not limited to the requirement of registration with SAFE.

行权条件。因期权协议、股票购买协议以及股票授予而产生的行权均受制于期权持有人或股票购买协议以及股票授予持有人符合中国法律的相关要求，包括但不限于在外管局进行相关登记的要求。

16. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

未能获得批准。如果公司未能从有管辖权的机构获得批准（如公司律师认为取得该等批准对于确保公司守法有效地发行和出售股票必不可少），则公司不应就未能发行或出售该等股票，承担任何责任。

17. Approval by Members. The Plan shall be subject to approval by the members of the Company within twelve (12) months before or after the date the Plan is adopted by the Board. Such approval by members of the Company shall be obtained in the degree and manner required under Applicable Law and the Articles. Awards may be granted but Options may not be exercised and Restricted Shares may not be purchased or acquired prior to approval of the Plan by members of the Company.

股东批准。本计划应于公司董事会审议通过本计划之前或之后的十二（12）个月内经公司股东批准，股东批准的程度和方式应符合适用法律和章程的要求。权益可以授予但是在本计划经公司股东批准之前，任何期权不得行权，任何限制性股票不得被购买或授予。

18. Duration and Amendment.  
期限及修订

(a) Term of Plan. Subject to approval by members of the Company in accordance with Section 17 hereof, the Plan shall become effective upon the earlier to occur of its adoption by the Board or its approval by the members of the Company as described in Section 17 hereof. In the event that the members of the Company fail to approve the Plan within 12 months prior to or after its adoption by the Board, any Awards that have been granted and any Shares that have been awarded or purchased under the Plan shall be rescinded, and no additional Awards shall be granted thereafter. Unless sooner terminated under Section 18(b) hereof, the Plan shall continue in effect for a term of twenty (20) years.

计划有效期。根据第 17 条规定并经公司股东批准后，本计划应在根据第 17 条规定所述经董事会通过或公司股东批准之日起生效，以先发生者为准。如果公司股东未能在董事会通过该计划之前或之后的十二（12）个月内批准本计划，任何已经授予的权益和任何已经授予或购买的限制性股票均应取消，此后不得再授予任何其他权益。除非根据第 18(b)条规定的提前终止，本计划的有效期为二十（20）年。

(b) Amendment and Termination. The Board may at any time amend, alter, suspend, or terminate the Plan, subject to Applicable Law and the Articles

修订和终止。受制于适用法律和章程，董事会可随时修订、修改、暂停或终止该计划。

(c) Effect of Amendment or Termination. No amendment, alteration, suspension, or termination of the Plan shall materially and adversely impair the rights of any Awardee with respect to an outstanding Award, unless mutually agreed otherwise between the

Awardee and the Administrator, which agreement must be in writing and signed by the Awardee and the Company. Termination of the Plan shall not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination. No Shares shall be issued or sold under the Plan after the termination thereof, except upon exercise of an Award granted prior to the termination of the Plan.

修订或终止的影响。任何本计划的修订、修改、暂停或终止均不得对任何被授予人已经被授予的权益造成重大不利影响，除非被授予人和管理人另有协议约定，但该协议应为书面形式并经公司和被授予人签署。本计划的终止不得影响管理人对终止日前已经授予的权益行使相应的权力。本计划终止后公司不得再根据本计划发行或出售任何股票，但对计划终止之前已经授予权益的行权除外。

19. Legending Share Certificates. In order to enforce any restrictions imposed upon Shares issued upon the exercise of Options or the acquisition of Restricted Shares, including, without limitations, the restrictions described in Sections 6(m), 7(d), and 14(b) hereof, the Administrator may cause a legend or legends to be placed on any share certificates representing the Shares, which legend or legends shall make appropriate reference to the restrictions, including, without limitation, a restriction against sale of the Shares for any period as may be required by Applicable Law.

股票证书中的限制说明。为了执行对期权股票或限制性股票所实施的转让限制，包括但不限于第 6(m)条、第 7(d)条和第 14(b)条所述限制，管理人可以在相关的股票证书上标注相关说明，包括但不限于根据适用法律的规定该等股票在某一期限内所受制的限制。

20. No Retention Rights. Neither the Plan nor any Award shall confer upon any Awardee any right to continue his or her relationship as a Service Provider with the Company for any period of specific duration or interfere in any way with his or her right or the right of the Company (or any Parent or Subsidiary employing or retaining the Awardee), which rights are hereby expressly reserved by each, to terminate this relationship at any time, with or without cause, and with or without notice.

无保留的权利。本计划和任何授予的权益并没有赋予被授予人在某一期限内为公司提供持续服务的权利，干涉明确由其本人或公司（或任何雇用该被授予人的母公司或子公司）保留的任何权利，或是随时终止其服务关系的权利，无论是有因还是无因，提前通知或无提前通知。

21. No Registration Rights. The Company may, but shall not be obligated to, register or qualify the sale of Shares under the Securities Act or any other Applicable Law. The Company shall not be obligated to take any affirmative action in order to cause the sale of Shares under this Plan to comply with any law.

无登记权。公司有权但无义务根据证券法或任何其他适用法律对本计划项下股票的出售进行登记。公司没有义务采取积极行动促使本计划项下股票的出售符合任何法律规定。

22. No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Parent or Subsidiary and an Awardee or any other person. To the extent that

any Awardee acquires a right to receive payments from the Company or any Parent or Subsidiary pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company, a Parent, or any Subsidiary.

没有信托或基金计划。本计划和任何权益并没有创设或被解释为创设任何种类的信托或独立的基金，或是为公司或任何母公司或子公司和被授予人或任何其他人士之间创设任何信义义务。如果任何被授予人根据权益而从公司或任何母公司或子公司处取得某种收取金钱给付的权利，该等权利不能优于公司、母公司或任何子公司的任何无担保权益的一般债权人的权利。

23. No Rights to Awards. No Awardee, eligible Service Provider, or other person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of a Service Provider, Awardee, or holders or beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to any Awardee or with respect to different Awardees.

取得权益的权利。任何被授予人、符合条件的服务提供者或其他人士均无权要求取得本计划项下的任何权益，服务提供者、被授予人、权益持有人或受益人的条件无需完全一致，被授予人所获权益或不同被授予人所获权益无需完全一致。

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