
RULES RELATING TO
THE PRE-IPO SHARE AWARD SCHEME OF SHOUHUI TECH LIMITED

手回科技有限公司首次公开发售前股份奖励计划的有关规则

1 **DEFINITIONS AND INTERPRETATION**

释义及诠释

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

在本计划规则中，除非上下文另有规定，否则下列词语的含义应与之相反： -

“Authorized Administrators”	has the meaning ascribed to it in Paragraph 4;
“授权管理人”	具有第 4 款赋予该词的涵义；
“Adoption Date”	30 November 2023, being the date on which the Scheme is adopted by the Company;
“采纳日期”	2023 年 11 月 30 日指本公司采纳本计划的日期；
“Award”	an award of the Awarded Shares by the Board pursuant to Paragraph 5.2(A) to a Selected Employee as set out in Appendix 3;
“奖励”	指董事会根据附录 3 中规定的第 5.2(A)款向选定雇员授予的奖励股份；
“Awarded Shares”	the Shares, as specified in the Grant Notice, to be issued and allotted to the Trustee or the HoldCo pursuant to the Scheme, representing 3.2992% of the total share capital of the Company immediately at the time when the Trust is incorporated;
“奖励股份”	指授予通知中规定的根据本计划将发行并分配给受托人或控股公司的股份，在信托建立时即占本公司总股本的 3.2992%；
“Benchmark Date”	the Grant Date and/or the date of entering into the Shenzhen Shouhui Technology Group Company Limited Employee Share Option Agreement by the respective Selected Employee (if applicable), subject to the Board’s determination and as specified on the Grant Notice
“基准日期”	

指授予日期及/或选定雇员签订深圳手回科技集团有限公司《员工期权授予协议》之日期(如适用), 以董事会决定为准並如授予通知中所述;

“Board”	the board of Directors and if the context so permits, it shall include such committee or sub-committee or person(s) from time to time delegated with the power and authority by the board of Directors to administer the Scheme;
“董事会”	
	指董事会, 如果上下文允许, 还应包括董事会不时授予管理本计划之权力和权限的委员会或小组委员会或人员;
“Business Day”	a day (other than Saturday, Sunday or public holiday) on which the Stock Exchange is open for trading and on which banks are open for business in Hong Kong;
“营业日”	
	指联交所及银行在香港营业的日子(星期六、星期日或公众假期除外);
“Company”	Shouhui Tech Limited, a company incorporated in the Cayman Islands on 3 August 2023;
“本公司”	
	指手回科技有限公司, 一家于 2023 年 8 月 3 日在开曼群岛注册成立的公司;
“Contributed Amount”	cash paid or made available to the Trust by way of settlement or otherwise contributed by the Company and/or its Subsidiaries as permitted under the Scheme to the Trust as determined by the Board from time to time;
“出资额”	
	指以结算方式就信托支付或提供的现金, 或由本公司及 / 或其附属公司根据本计划许可就信托出资的现金, 由董事会不时确定;
“Directors”	directors of the Company;
“董事”	指本公司董事;
“Employee(s)”	any individual(s) being an employee (including without limitation any executive director) of any member of the Group at any time during the Trust Period;
“雇员”	

	指在信托期间的任何时间担任本集团任何成员雇员（包括但不限于任何执行董事）的任何个人；
“Excluded Employee(s)” “除外雇员”	any Employee(s) who is resident in a place where the grant of the Awarded Shares and/or the vesting and transfer of the Awarded Shares pursuant to the terms of the Scheme is not permitted under the laws or regulations of such place or where in the view of the Board, compliance with applicable laws or regulations in such place makes it necessary or expedient to exclude such Employee; 指居住在根据本计划条款授予奖励股份和 / 或授予和转让奖励股份之地的任何雇员，该地法律或法规不允许授予奖励股份，或董事会认为该地的适用法律或法规要求或需要将该雇员排除在外；
“Grant Date” “授予日期”	the date on which the Awarded Shares are granted under this Scheme pursuant to a Grant Notice; 指根据授予通知在本计划下授予奖励股份的日期；
“Grant Notice” “授予通知”	has the meaning ascribed to it in Paragraph 5.2(e); 具有第 5.2(e)款赋予改词的含义；
“Group” “本集团”	the Company and its Subsidiaries from time to time, and “member of the Group” means any or a specific one of them; 通常指本公司及其附属公司，“本集团成员”指其中任一公司或某一特定公司；
“HK\$” “港元”	Hong Kong dollar, the lawful currency of Hong Kong; 指香港法定货币港币元；
“Hong Kong” “香港”	the Hong Kong Special Administrative Region of the People’s Republic of China; 指中华人民共和国香港特别行政区；

“HoldCo”	means a limited liability company incorporated under the laws of British Virgin Islands, as established by the Trustee to hold the Trust Fund;
“控股公司”	指一家根据英属维尔京群岛法律成立的有限责任公司，由受托人为持有信托基金而成立；
“IPO Price”	the final Offer Price as determined for the purpose of the Listing;
“首次公开发售价格”	指为上市目的而厘定的最终发售价；
“Listing”	the listing of the Shares on the Stock Exchange;
“上市”	指股份在联交所上市；
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange;
“《上市规则》”	指《联交所证券上市规则》；
“RMB”	Renminbi, the lawful currency of the PRC;
“人民币”	指中国的法定货币人民币；
“Scheme”	the “Pre-IPO Share Award Scheme of Shouhui Tech Limited” constituted by the rules hereof, in its present form or as amended from time to time in accordance with the provisions hereof;
“计划”	指由本计划规则构成的“手回科技有限公司首次公开发售前股份奖励计划”，以其现有形式或根据本计划的规定不时修订；
“Selected Employee(s)”	the Employee(s) selected by the Board pursuant to Paragraph 5.2(A) for participation in the Scheme and as set out in Appendix 3, as amended by the Board from time to time;
“选定雇员”	指董事会根据第 5.2(A)款和附录 3（经董事会不时修订）选定参与本计划的雇员；
“SFO”	the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong);
“证券及期货条例”	指《证券及期货条例》（香港法例第 571 章）。

“Shares” “股份”	ordinary shares with a nominal value of US\$0.00001 each in the share capital of the Company (or of such other nominal amount as shall result from a sub-division, consolidation, reclassification or reconstruction of the share capital of the Company from time to time); 指本公司股本中每股面值为 0.00001 美元的普通股（或因本公司股本不时细分、合并、重新分类或重组而产生的其他面值）；
“Stock Exchange” “联交所”	The Stock Exchange of Hong Kong Limited; 指香港联合交易所有限公司；
“Subsidiary” “附属公司”	a company which is for the time being and from time to time a subsidiary (as ascribed to it under the Listing Rules) of the Company, whether incorporated in Hong Kong or elsewhere; 指现时及不时为本公司的附属公司（按《上市规则》所指），不论该附属公司是在香港或其他地方注册成立；
“Trust” “信托”	the trust constituted by the Trust Deed; 指由信托契据构成的信托；
“Trust Deed” “信托契据”	a trust deed to be entered into between the Company and the Trustee (as restated, supplemented and amended from time to time); 指本公司与受托人之间订立的信托契据（不时予以重述、补充和修订）；
“Trust Fund” “信托基金”	the funds and properties held under the Trust and managed by the Trustee for the benefit of the Selected Employees (other than the Excluded Employees); including without limitation: 指受托人为选定雇员（不包括除外雇员）的利益而在信托下持有并由受托人管理的资金和财产；包括但不限于： (a) all Shares acquired by the Trustee and/or HoldCo for the purpose of the Trust and such

other scrip income derived from the Shares held upon the Trust;

受托人和 / 或控股公司为信托目的而持有的所有股份及源自信托持有的股份的该等其他股票收入；

- (b) all cash paid to the Trustee and/or HoldCo by the Company;

本公司支付给受托人和 / 或控股公司的所有现金；

- (c) any other property paid, transferred or delivered to or otherwise placed under the control of and (in any such case) accepted by the Trustee as additions to the Trust Fund;

任何支付、转让或交付或以其他方式置于受托人控制下且（在任何此类情况下）受托人接受作为信托基金补充的任何其他财产；

- (d) all issued shares in the capital of the Holdco; and

控股公司资本中的所有已发行股份；和

- (e) all other properties from time to time representing (a) to (d) above; and any income arising therefrom

不时代表上述(a)至(d)的所有其他财产；

“Trust Period” shall have the meaning as set out in Clause 1.1 of the Trust Deed;

“信托期”

应具有信托契据第 1.1 条载列的含义；

“Trustee”

Futu Trustee Limited, and any additional or replacement trustees, being appointed by the Board to hold shares for the purpose of this Scheme;

“受托人”

指富途信托有限公司，以及董事会为本计划委任持有股份的任何其他或替代受托人；

“US\$”	United States dollars, the lawful currency of the United States of America
“美元”	指美利坚合众国的合法货币美元。
“Vesting Date”	in respect of a Selected Employee, the date on which his entitlement to the Awarded Shares is vested in such Selected Employee in accordance with Paragraph 5.3(A) and other terms of the Scheme; and
“归属日期”	指就某选定雇员而言，根据本计划第 5.3(A)款及其他条款，其对奖励股份的权利归属于该选定雇员的日期；及
“Vesting Notice”	has the meaning ascribed to it in Paragraph 5.3(C).
“归属通知”	具有第 5.3(C)款赋予改词的含义。

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

在本计划规则中（除文义另有所指外）： -

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

插入标题仅为方便起见，不得限制、改变、扩展或以其他方式影响本计划规则任何条款的解释；
- (ii) references to Paragraphs and Schedules are references to paragraphs and schedules of these rules of the Scheme;

凡提述段落及附表，即提述本计划规则的段落及附表；
- (iii) references to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute;

对任何法令或法定条款的援引，应解释为对分别修订、合并或重新制定该法令或法定条款的援引，或对其运作被任何其他法令或法定条款（不论是否修改）所修改的援引，并与应包括根据相关法令制定的任何法例；
- (iv) expressions in the singular shall include the plural and vice versa;

表示单数的词语应包含复数含义，反之亦然；

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

表示任何性别之词语应包括每种性别，反之亦然

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

提述人员应包括法人团体、公司、合伙企业、独资企业、组织、协会、企业、分支机构和任何其他类型的实体；且

- (vii) This English version of the Scheme is the official governing version. In the event of any conflict or discrepancy between the English version and the Chinese version of the Scheme, the English version will prevail.

本中文版计划仅为英文版的翻译。若计划的英文版本和中文版本之间有任何冲突或差异，则以英文版本为准。

2 PURPOSES AND OBJECTIVES

宗旨和目标

- (A) The specific objectives of the Scheme aims to: -

本计划的具体目标旨在： -

- (i) recognise and reward the contributions of certain eligible employees of the Group;

认可及奖励本集团若干合资格雇员的贡献；

- (ii) incentivize them for their future contribution to the continual operation and development of the Company; and

激励他们为本公司的持续经营和发展作出贡献；及

- (iii) be treated as a successor to the Shenzhen Shouhui Technology Group Company Limited (深圳手回科技集团有限公司) Employee Share Option Agreement, which is terminated upon the adoption of the Scheme.

被视为深圳手回科技集团有限公司《员工期权授予协议》的接替者，深圳手回科技集团有限公司《员工期权授予协议》将于本计划采纳后终止。

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

本规则规定了对选定雇员激励安排的条款和条件。

3 DURATION

持续期间

Subject to any early termination as may be determined by the Board pursuant to Paragraph 10, the Scheme shall be valid and effective for a term of ten (10) years commencing on the Adoption Date.

除董事会根据第 10 款决定的任何提前终止外，本计划自采纳之日起有效期为十(10)年。

4 ADMINISTRATION

管理

- (A) The Scheme shall be subject to the administration of the Board in accordance with the rules of the Scheme. The Board will make all determination in relation to the Scheme. The Board may delegate the authority to administer this Scheme to any committee thereof or any third party duly appointed thereby, including without limitation third party service providers and professional trustees (collectively, the “**Authorized Administrators**”). Any decision of the Board with respect to any matter arising under the Scheme (including the interpretation of any provision) shall be final and binding on all parties.

本计划须由董事会按照本计划的规则管理。与本计划有关的所有决定由董事会作出。董事会可将管理本计划的权力委托给其任何委员会或其正式任命的任何第三方，包括但不限于第三方服务提供商和专业受托人（统称为“**授权管理人**”）。董事会就本计划下发生的任何事宜（包括对任何条文的解释）作出的任何决定均为最终决定，对各方均有约束力。

- (B) The Trustee or the HoldCo shall hold the Trust Fund in accordance with the terms of the Trust Deed.

受托人或控股公司应按照信托契据的条款持有信托基金。

5 OPERATION OF SCHEME

计划的实施

5.1 Contribution of funds to the Trust

对信托基金的出资

- (A) 329,920 Awarded Shares will be gifted to the Trustee or the HoldCo, representing 3.2992% of the total share capital of the Company of 10,000,000 Shares immediately at the time when the Trust is incorporated. Unless the Board decides the otherwise, no further Shares will be issued by the Company pursuant to the Scheme.

329,920 奖励股份将赠予受托人或控股公司，相当于信托成立时本公司总股本 10,000,000 股的 3.2992%。除非董事会另有决定，否则本公司将不会根据本计划进一步发行股份。

- (B) The Board may from time to time cause to be paid a Contributed Amount to the Trust by way of settlement or otherwise contributed by the Company or any Subsidiary as directed by the Board which shall constitute part of the Trust Fund, for the subscription of Shares and other purposes set out in the Scheme Rules and the Trust Deed.

董事会可不时要求本公司或任何附属公司按照董事会的指示，以结算方式或其他方式向信托支付出资额，该出资额应构成信托基金的一部分，用于认购股份及本计划规则和信托契据规定的其他目的。

5.2 Grant of the Awarded Shares to Selected Employees

授予奖励股份予选定雇员

- (A) Subject to the provisions of the Scheme, including but not limited to the restrictions set out in Paragraphs 5.5(B) and 7, the Board may, from time to time, at its absolute discretion select any Employee (other than any Excluded Employee) for participation in the Scheme as a Selected Employee, and grant such number of Awarded Shares to any Selected Employee at a consideration (the “**Vesting Price**”) as the Board may determine from time to time and in such number and on and subject to such terms and conditions as it may in its absolute discretion determine.

根据本计划的规定，包括但不限于第 5.5(B)款和第 7 款所载限制，董事会可随时自行决定选择任何雇员（不包括任何除外雇员）作为选定雇员参与本计划，并向任何选定雇员授予一定数量的奖励股份，对价（“**归属价格**”）由董事会自行确定的条款和条件不时确定。

- (B) In determining the number of Awarded Shares to be granted to any Selected Employee (excluding any Excluded Employee), the Board shall take into consideration matters including, but without limitation to:

在确定授予任何选定雇员（不包括任何除外雇员）的奖励股份数量时，董事会应考虑以下事项，包括但不限于：

- (i) the present contribution and expected contribution of the relevant Selected Employee to the profits of the Group;

相关选定雇员对本集团利润的当前贡献及预期贡献；

(ii) the general financial condition of the Group;

本集团的一般财务状况；

(iii) the Group's overall business objectives and future development plan; and

本集团的整体经营目标及未来发展计划；及

(iv) any other matter which the Board considers relevant.

董事会认为有关的任何其他事项。

- (C) The Board is entitled to impose any conditions (including a period of continued service within the Group after the grant), as it deems appropriate in its absolute discretion with respect to the vesting of the Awarded Shares on the Selected Employee, and shall inform the Trustee and such Selected Employee the relevant conditions of the Award and the Awarded Shares. Notwithstanding any other provisions of the Scheme, subject to applicable laws and regulations, the Board shall be at full discretion to waive any vesting conditions referred to in this Paragraph 5.2(C).

董事会有权自行决定对授予选定雇员的奖励股份施加任何条件（包括授予后继续服务本集团的时间），并应将授予和奖励股份的相关条件告知受托人和该等选定雇员。尽管本计划有任何其他规定，但在遵守适用法律法规的前提下，董事会应完全酌情决定放弃本第 5.2(C)款所述的任何授予条件。

- (D) Subject to the limitations and conditions of this Scheme and the requirements under the Listing Rules, the Board or Authorized Administrators may, at its absolute discretion, grant the Awarded Shares to any Selected Employee under terms and conditions as the Board or Authorized Administrators thinks fit, provided that no Awarded Shares shall be granted after the expiry of the term of this Scheme or after the earlier termination of this Scheme in accordance with Paragraph 10 of this Scheme.

根据本计划的限制和条件以及《上市规则》的要求，董事会或授权管理人可自行决定根据董事会或授权管理人认为合适的条款和条件向任何选定雇员授予奖励股份，但是本计划到期后或根据本计划第 10 款提前终止本计划后，不得授予任何奖励股份。

- (E) After the Board has decided to make a grant of Awarded Shares to any Selected Employee, the Board may decide at its absolute discretion to send the Selected Employees, within a reasonable time, a notice in substantially the form set out in Appendix 1 (the “**Grant Notice**”) to such Selected Employee with a copy thereof to the Trustee after the grant was made, setting out the number of Awarded Shares so granted and the conditions (if any) upon which such Awarded Shares were granted. The number of Awarded Shares specified in the Grant Notice shall, subject to acceptance by the relevant Selected Employee in accordance with Paragraph 5.2(F), constitute the definitive number of Awarded Shares being granted to him. The Grant Notice shall serve as

evidence of the grant of the Awarded Shares and no further certificate shall be issued to the Selected Employees.

董事会决定向任何选定雇员授予奖励股份后，可自行决定在合理的时间内向选定雇员发送一份实质上与附录 1 所列形式相同的通知（下称“**授予通知**”），并在授予后向受托人发送一份通知副本，并规定授予的该等奖励股份的数量以及授予该等奖励股份的条件（如有）。授予通知中规定的奖励股份数量，须经相关选定雇员根据第 5.2(F)款接受，构成授予其的奖励股份的最终数量。授予通知应作为授予奖励股份的证据，不再向选定雇员颁发证书。

- (F) Upon receipt of the Grant Notice, the Selected Employee shall confirm acceptance of the Awarded Shares being granted to him by signing and returning to the Board the acceptance form attached to the Grant Notice within five (5) Business Days after the date of the Grant Notice (the “**Acceptance Period**”). Once accepted, the Awarded Shares are deemed granted from the date of the Grant Notice. As soon as practicable after the receipt of the acceptance form duly signed by the relevant Employee, the Board shall forward a copy thereof to the Trustee.

收到授予通知后，选定雇员应在授予通知日期（“**接受期**”）后的五(5)个营业日内，通过签署并将授予通知所附的接受单交回董事会，确认接受授予其的奖励股份。奖励股份一经接受，即视为自授予通知之日起授予。收到相关雇员正式签署的接受单后，董事会应尽快将其副本转发给受托人。

- (G) If the Selected Employee fails to sign and return the acceptance form attached to the Grant Notice before the expiry of the Acceptance Period, the grant of the Awarded Shares to such Employee shall lapse forthwith and the Awarded Shares shall remain as part of the Trust Fund and be held by the Trustee or HoldCo. Such Employee shall have no right or claim against the Company, any other member of the Group, the Board, the Trust or the Trustee or with respect to those or any other Shares or any right thereto or interest therein in any way. In such instance, the Board shall notify the Trustee of the lapse of the grant of such Awarded Shares as soon as practicable after the expiration of the Acceptance Period and the Trustee may, under the Board’s instructions re-allocate or procure the HoldCo to re-allocate such Awarded Shares to other Selected Employees, or in case no other Selected Employees can be identified, reallocate such Awarded Shares to any other person as designated by the Company.

如果选定雇员未能在接受期届满前签署并返回授予通知所附的接受单，授予该雇员的奖励股份将立即失效，奖励股份将继续作为信托基金的一部分由受托人或控股公司持有。该雇员不得以任何方式对本公司、本集团任何其他成员、董事会、信托或受托人，或就该等或任何其他股份或其任何权利或利益，享有任何权利或索赔。在这种情况下，董事会应在接受期到期后尽快通知受托人该奖励股份的授予失效，受托人可根据董事会指示将该奖励股份重新分配或促使控股公司将该奖励股份重新分配给其他选定雇员，或在无法确定其他选定雇员的情况下，将该奖励股份重新分配给本公司指定的任何其他人。

- (H) The Awarded Shares granted pursuant to the Scheme shall be personal to the Selected Employees. Before the Awarded Shares are vested in a Selected Employee pursuant to the Scheme, the Awarded Shares shall not be assignable or transferrable. The Selected Employees shall not sell, transfer, charge, mortgage, encumber or create any interest in favor of any other person over or in relation to any Awarded Shares granted to him or any interest or benefits therein.

根据本计划授予的奖励股份应为选定雇员个人所有。在奖励股份根据本计划归属于选定雇员之前，奖励股份不得出让或转让。选定雇员不得就其获授的任何奖励股份或其中的任何利息或利益向任何其他人出售、转让、收费、抵押、设置障碍，或就其获授的任何奖励股份或其中的任何利息或利益为其他人创造任何利益。

5.3 Vesting of Awarded Shares

奖励股份的归属

- (A) Subject to the terms and condition of the Scheme and the fulfillment of all vesting conditions to the vesting of the Awarded Shares on such Selected Employee as specified in the Scheme and the Grant Notice, the respective Awarded Shares held by the Trustee or HoldCo on behalf of the Selected Employee pursuant to the provision hereof shall vest in such Selected Employee in accordance with the Vesting Schedule as set out in the Scheme and the Grant Notice (as the case may be), and the Trustee shall cause the Awarded Shares to be transferred to such Selected Employee on the Vesting Date.

根据本计划的条款和条件，在满足本计划和授予通知中规定的授予选定雇员奖励股份的所有授予条件的前提下，受托人或控股公司代表选定雇员根据本协议规定持有的相应奖励股份应根据本计划和授予通知（视情况而定）中规定的归属时间表归属选定雇员，受托人应在归属日将奖励股份转让予选定雇员。

(B) Vesting Schedule of Awarded Shares

奖励股份的归属时间表

Unless the Board determines otherwise, the Awarded Shares granted to the Selected Employees shall be vested according to the following schedule upon the fulfillment of the vesting conditions (the “**Vesting Schedule**”):

除非董事会另有决定，授予选定雇员的奖励股份应在满足归属条件后按照以下时间表归属该等雇员（“**归属时间表**”）：

- (i) 50% of such Awarded Shares shall be vested on the next day of the date of the second anniversary of the Benchmark Date (the “**First Vesting Date**”);

50%之奖励股份应在基准日期第二周年的次日（“**首次归属日期**”）归属；

- (ii) 25% of such Awarded Shares shall be vested on the next day of the date of the third anniversary of the Benchmark Date (the “**Second Vesting Date**”); and

25%之奖励股份应在基准日期第三周年的次日（“第二次归属日期”）归属；

- (iii) 25% of such Awarded Shares shall be vested on the next day of the date of the fourth anniversary of the Benchmark Date.

25%之奖励股份应在基准日期第四周年的次日归属。

(C) Upon the vesting of the Awarded Shares,

奖励股份归属选定雇员后，

- (i) The Board may decide at its absolute discretion to send the Selected Employees (with a copy to the Trustee), within a reasonable time, a vesting notice in substantially the form set out in Appendix 2 (the “**Vesting Notice**”) together with such prescribed transfer documents which require the Selected Employee to execute to effect the vesting and transfer of the Awarded Shares and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Awarded Shares, as the case may be, subject to the Selected Employees paying all tax, stamp duty, levies and charges applicable to such transfer to the Trustee or as the Trustee directs and complying with all the applicable laws and regulations. The Selected Employees shall be responsible for conducting all necessary filings, registration or other administrative proceedings as required by applicable laws, rules or regulations, including but not limited to foreign exchange registration, for their obtaining of the Awarded Shares;

董事会可视情况自行决定在合理时间内向选定雇员（并向受托人发送一份副本）发送一份实质上与附录 2 所列形式相同的归属通知（下称“**归属通知**”）以及要求选定雇员签署的规定转让文件，以实现奖励股份的归属和转让，以及（如适用）现金或非现金收入、与奖励股份相关的股息或分配和 / 或非现金和非以股代息分配的销售收益，前提是选定雇员向受托人支付适用于此类转让的所有税款、印花税、征费和费用，或遵照受托人的指示，并遵守所有适用法律法规；

- (ii) upon receipt of the Vesting Notice, the Selected Employee (or his legal representative or lawful successor, as the case may be) is required to return to the Board the reply slip attached to the Vesting Notice to confirm the securities account details, together with the relevant duly signed transfer documents. In the event that the Board does not receive the reply slip and the transfer form from the Selected Employee within the period stipulated in the Vesting Notice, the Awarded Shares which would have otherwise vested in such Selected Employee shall be automatically forfeited and remain as part of the Trust Fund and be held

by the Trustee or HoldCo. The Trustee may, under the Board's instructions re-allocate or procure the HoldCo to re-allocate such Awarded Shares to other Selected Employees, or in case no other Selected Employees can be identified, reallocate such Awarded Shares to any other person designated by the Company; and

在收到归属通知后，选定雇员（或其法定代表人或合法继承人，视情况而定）须将附于归属通知的回执连同有关正式签署的转让文件交回董事会，以确认证券账户详情。如果董事会未在归属通知规定的期限内收到选定雇员的回执和转让表，本应归属于该选定雇员的奖励股份将自动没收，并仍作为信托基金的一部分由受托人或控股公司持有。受托人可根据董事会的指示，将该等奖励股份重新分配或促使控股公司将该等奖励股份重新分配给其他选定雇员，或在无法确定其他选定雇员的情况下，将该等奖励股份重新分配给本公司指定的任何其他人员；且

- (iii) subject to the receipt by the Trustee of (a) the reply slip to the Vesting Notice and transfer documents prescribed by the Trustee and duly signed by the Selected Employee within the period stipulated in the Vesting Notice referred to in Paragraph 5.3(C)(i), (b) a confirmation from the Board that all vesting conditions having been fulfilled, and (c) certified copies of the identification documents of the Selected Employee at least ten (10) Business Days prior to the Vesting Date, the Trustee shall or procure the HoldCo to transfer the relevant Awarded Shares to the relevant Selected Employee as soon as practicable on or after the Vesting Date and in any event not later than ten (10) Business Days after the Vesting Date.

如果受托人在第 5.3(C)(i)款所载归属通知规定的期限内收到(a)受托人规定的归属通知和转让文件的回执，并经选定雇员正式签署，(b)董事会确认所有归属条件均已满足的确认书，以及(c)在归属日期前至少十(10)个营业日，收到选定雇员身份证明文件的核证副本，受托人应或促使控股公司在可行的情况下尽快在归属日期或之后将相关奖励股份转让予相关选定雇员，并在任何情况下不得晚于归属日期之后的十(10)个营业日。

- (D) The Board may at its discretion, with or without further conditions, grant additional Shares out of the Trust Fund (including but not limited to the cash or non-cash income, dividends or distributions and/or the cash income or net proceeds of sale of non-cash and non-scrip distribution) declared by the Company or derived from such Awarded Shares during the period from the Grant Date to the Vesting Date to a Selected Employee upon the vesting of any Awarded Shares. In such case the Board shall deliver a Grant Notice to the Selected Employee and the Trustee specifying the number of additional Shares and cash amount to be granted to the Selected Employee. The Trustee shall or shall procure the HoldCo to transfer the specified number of additional Shares, together with the Awarded Shares, to the Selected Employee on the Vesting Date in accordance with Paragraph 5.3(C)(iii).

在授予日期至归属日期间向选定雇员授予任何奖励股份时，董事会可自行决定（无论是否有进一步条件）从本公司宣布的信托基金向选定雇员授予额外股份（包括但不限于本公司宣布的现金或非现金收入、股息或分配和 / 或现金收入或非现金和非以股代息分配的销售净收入）或源自此类奖励股份的额外股份。在这种情况下，董事会应向选定雇员和受托人发出授予通知，说明将授予选定雇员的额外股份数量和现金金额。受托人应或应促使控股公司根据第 5.3(C)(iii)款的规定，在归属日期将规定数量的额外股份连同奖励股份转让予选定雇员。

The Board and/or the Authorised Administrator have absolute discretion in determining whether the vesting conditions applicable to a Selected Employee are satisfied. The vesting conditions include but not limited to:

董事会和 / 或授权管理人在确定适用于选定雇员的授权条件是否得到满足方面拥有绝对决定权。归属条件包括但不限于：

- (i) (a) the Selected Employees shall have been employed by the Group for three years since the Benchmark Date or (b) the Listing shall be completed or (c) the Company being acquired as whole;

(a) 选定雇员应自基准日期起已被本集团受雇三年或 (b) 上市应完成或 (c) 公司被全面收购；
- (ii) the Listing shall be completed;

上市应完成；
- (iii) the Selected Employees shall meet the performance appraisal rating for the previous year according to the performance appraisal rating policy of the Company;

根据本公司的绩效考核评级政策，选定雇员应符合上一年度绩效考核评级；
- (iv) the Selected Employee shall remain an employee of the Group on the relevant vesting dates;

选定雇员在相关归属日期仍是本集团雇员；
- (v) there shall be no occurrence of any triggering events for the surrender of the Awarded Shares (as specified below in Paragraph 5.4(B));

不得发生任何放弃奖励股份的触发事件（如下文第 5.4(B)款所述）；
- (vi) the Selected Employee and his associate(s) shall not be employed by or operate or invest in any entity, during the period from the Grant Date to the relevant Vesting Dates, the business of which competes with the core business of the Group;

授予日期至相关归属日期期间，选定雇员及其关联人不得受雇于或经营或投资于任何其业务与本集团核心业务构成竞争的实体；

- (vii) the Selected Employee undertake not to dispose of nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of any of the Awarded Shares in the period commencing on the relevant vesting dates and ending on the date to be determined by the Board; and

选定雇员承诺，在相关归属日期开始至董事会确定的日期结束的期间内，不处理或签订任何协议以处置或以其他方式创建任何与奖励股份相关的期权、权利、利益或产权负担；和

- (viii) the Selected Employee pay the Vesting Price as specified in the Grant Notice to the bank account designated by the Company.

选定雇员将授予通知中规定的归属价格支付至本公司指定的银行账户。

5.4 Disqualification of Selected Employee

取消选定雇员的资格

- (A) In the event that prior to or on the Vesting Date, a Selected Employee is found to be an Excluded Employee or is deemed to cease to be an Employee pursuant to Paragraph 5.4(B), the relevant grant made to such Selected Employee shall automatically lapse forthwith and the relevant Awarded Shares shall not vest on the relevant Vesting Date but shall remain part of the Trust Fund and be held by the Trustee or the HoldCo.

如果在归属日期之前或之时，选定雇员被认定为除外雇员，或根据第 5.4(B)款被视为不再是雇员，则授予选定雇员的相关授予将立即自动失效，相关奖励股份将不会在相关归属日期归属该选定雇员，但仍将是信托基金的一部分，并由受托人或控股公司持有。

- (B) Unless the Board determines otherwise, the unvested Awarded Shares will be deemed to have been surrendered by a Selected Employee upon the occurrence of any of the following events:

除非董事会另有决定，在发生以下任何事件时，将视为选定雇员已放弃尚未归属的奖励股份：

- (i) termination of employment with or without any cause;

无论有无任何原因终止雇佣关系的；

- (ii) unsatisfactory performance leading to demotion;

表现不佳导致降级的；

- (iii) no renewal of the employment contract upon the expiration;

劳动合同期满不续签的；

- (iv) violation of law, employment contract, confidentiality and non-compete agreement or the Group's articles of association or internal rules and regulations which result in material loss of the Company; or

违反法律、劳动合同、保密和竞业限制协议、本集团章程或内部规章制度，致使本公司遭受重大损失的；或

- (v) any other event to be determined by the Board.

由董事会决定的任何其他事件。

- (C) For the purpose of the Scheme, “**cause**” means, with respect to a Selected Employee, the termination of employment on any of the following grounds: (i) the Selected Employee voluntarily resigns before any of the vesting dates; (ii) unsatisfactory performance; (iii) dishonest behavior or serious misconduct; (iv) negligent conduct; or (v) any other conducts or omission, in the Company's conclusive opinion, which may affect adversely such Selected Employee's performance or the Company's reputation.

就本计划而言，“**原因**”指“选定雇员”因以下任何理由而终止雇佣关系：(i)选定雇员在任何归属日期之前自愿辞职的；(ii)业绩不理想的；(iii)有不诚实行为或者严重不当行为的；(iv)有过失行为的；或(v)本公司认为可能对该选定雇员的绩效或本公司声誉产生不利影响的任何其他行为或疏忽。

- (D) The unvested Awarded Shares deemed to have been surrendered shall be held by the Trustee or the HoldCo and the Trustee may, under the Board's instructions re-allocate or procure the HoldCo to re-allocate such Awarded Shares to other Selected Employees, or in case no other Selected Employees can be identified, reallocate such Awarded Shares to any other person designated by the Company.

尚未归属且视为已交出的奖励股份应由受托人或控股公司持有，且受托人可根据董事会的指示，将该等奖励股份重新分配或促使控股公司将该等奖励股份重新分配给其他选定雇员，或在无法确定其他选定雇员的情况下，将该等奖励股份重新分配给本公司指定的任何其他人员。

- (E) In the event of death or loss of labor capacity of the Selected Employees:

选定雇员死亡或丧失劳动能力时：

- (i) where the Awarded Shares under the Scheme have already been granted and vested to the Selected Employee, such Shares shall remain unchanged or be inherited by the Selected Employee's designated property successor or legal successor;

若本计划项下的奖励股份已授予选定雇员，则该等股份应保持不变或由选定雇员指定的财产继承人或法定继承人继承；

- (ii) where the Awarded Shares under the Scheme have already been granted but not yet vested to the Selected Employee, his/her vesting right in relation to Awarded Shares not yet vested shall be cancelled and the Trustee may, under the Company's instructions re-allocate or procure the HoldCo to re-allocate such shares to other Selected Employee, or in case no other Selected Employee can be identified, re-allocate such shares to any other person designated by the Company; and

若本计划项下的奖励股份已授予但尚未归属选定雇员，应取消他 / 她所享有的尚未归属奖励股份的归属权，受托人可根据本公司指示重新分配或促使控股公司将该等股份重新分配给其他选定雇员，或在无法确定其他选定雇员的情况下，将该等股份重新分配给本公司指定的任何其他人；和

- (iii) the Board has the discretion to suggest other ways of dealing with such situations in accordance with the rules under the Scheme and the Listing Rules and applicable laws or regulatory requirements.

董事会有权根据本计划项下的规则、《上市规则》及适用法律或监管规定，酌情建议处理该等情况的其他方法。

- (F) In the event that a Selected Employee is dismissed by the Company as a result of his serious violation of our Company's policies or causing detriment to the interest of our Group, or a Selected Employee violates any applicable laws, rules or regulation which results conviction, the unvested Awarded Shares which are granted to such Selected Employee will be canceled. The canceled Awarded Shares will be held by Futu or the HoldCo and may be granted to other Selected Employees.

若选定雇员因严重违反本公司政策或损害本集团利益而被解雇，或选定雇员违反任何适用法律、规则或法规并被定罪，授予该选定雇员但尚未归属的奖励股份将被取消。取消的奖励股份将由富途或控股公司持有，并可授予其他选定雇员。

5.5 Other terms and conditions

其他条款及条件

- (A) For the avoidance of doubt,

为免生疑问，

- (i) a Selected Employee shall not have the voting rights, management rights, distribution rights or any interest or rights (including the right to receive dividends or other distributions) in respect of the Awarded Shares, the trust or the HoldCo prior to the Vesting Date;

在归属日期之前，选定雇员不得拥有与奖励股票、信托或控股公司相关的投票权、管理权、分配权或任何权益（包括获得股息或其他分配的权利）；

- (ii) a Selected Employee shall have no rights in the Shares or such other Trust Fund or property held by the Trust and/or the HoldCo;

选定雇员对信托和 / 或控股公司持有的股份或其他信托基金或财产不享有任何权利；

- (iii) no instructions shall be given by a Selected Employee (including, without limitation, voting rights) to the Trustee in respect of the Awarded Shares that have not been vested, and such other properties of the Trust Fund managed by the Trustee;

选定雇员不得就尚未归属的奖励股份以及受托人管理之信托基金的其他财产向受托人作出任何指示（包括但不限于投票权）；

- (iv) the Trustee shall not exercise the voting rights in respect of any Shares held by it or the HoldCo under the Trust (if any);

受托人不得就其或控股公司在信托项下持有的任何股份（如有）行使投票权；

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

就信托持有股份申报的所有现金收入和非以股代息分配的销售收益将用于(i)支付信托的费用、成本和开支及(ii)其余部分（如有）仍作为信托基金的一部分；

- (vi) unless otherwise waived by the Board, in the event that the vesting conditions specified in the Grant Notice are not fully satisfied prior to or on the relevant Vesting Date, the grant of the Awarded Shares in respect of the relevant Vesting Date shall lapse, such Awarded Shares shall not vest on the relevant Vesting Date and the Selected Employee shall have no claims against the Company, the Board, the Trust or the Trustee; and

除非董事会另行放弃，如在相关归属日期之前或之时未完全满足授予通知中规定的归属条件，相关归属日期奖励股份的授予将失效，该等奖励股份不得在相关归属日期授予，且选定雇员不得向本公司、董事会、信托或受托人提出索赔；和

- (vii) no capital contribution shall be made by the Selected Employee to the Trust or the HoldCo or in respect of the Awarded Shares to the Company prior to the Vesting Date.

选定雇员不得在归属日期之前向信托或控股公司或就本奖励股份向本公司缴款。

- (B) No Award shall be made by the Board pursuant to Paragraph 5.2(A) and no instructions to acquire any Shares (if any) shall be given to the Trustee under the Scheme where dealings in the Shares are prohibited under any code or requirement of the Listing Rules and all applicable laws from time to time. Without limiting the generality of the foregoing, no such instruction is to be given and no such grant is to be made:

如《上市规则》的任何守则或规定及所有适用法律不时禁止股份交易，董事会不得根据第 5.2(A)款作出奖励，亦不得根据本计划向受托人作出收购任何股份（如有）的指示。在不限制上述规定普遍性的前提下，不得给出此类指示，也不得作出此类授予：

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

涉及本公司事务、证券的内幕信息事件发生或涉及本公司证券的内幕信息事项经决议后，直至该内幕信息依照适用法律和《上市规则》的规定予以公告；

- (ii) during the period of sixty (60) days immediately preceding the publication date of the annual results for any financial period of the Company or, if shorter, the period from the end of the relevant financial period up to the publication date of the results;

于紧接本公司任何财务期间的年度业绩刊发日期前六十(60)日期间或（倘较短）自相关财政年度末计直至此等业绩刊发日期止期间；

- (iii) during the period of thirty (30) days immediately preceding the publication date of the interim results for any financial period of the Company or, if shorter, the period from the end of the relevant half-year period of the financial period up to the publication date of the results; or

于紧接本公司任何财务期间的半年度业绩的刊发日期前三十(30)日期间或（倘较短）自相关财政年度半年期末起计直至此等业绩刊发日期止期间；
或

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

在《上市规则》、《证券及期货条例》或任何其他法律或规例禁止的任何情况下，或在没有获得任何政府或监管机构必要批准的情况下。

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

就本计划的管理而言，本公司须遵守所有适用的披露规例，包括但不限于《上市规则》不时施加的规例。

6 TAKEOVER AND VOLUNTARY WINDING-UP

收购和自愿清盘

- (A) Notwithstanding any other provision provided herein, if there occurs an event of change in control of the Company, whether by way of offer, merger, scheme of arrangement or otherwise prior to the Vesting Date, the Board shall determine at its discretion whether such Awarded Shares shall vest in the Selected Employee and the time at which such Awarded Shares shall vest but shall not unreasonably change the number of Awarded Shares to be vested, the Vesting Price and the vesting conditions. Subject to the receipt by the Trustee of duly executed prescribed transfer documents within seven (7) Business Days from the deemed Vesting Date, the Trustee shall or shall procure the HoldCo to transfer the Awarded Shares to the Selected Employee in accordance with Paragraph 5.3(C)(iii). For the purpose of this Paragraph 6(A), “control” shall have the meaning as specified in the Hong Kong Codes on Takeovers and Mergers and Share Repurchases from time to time.

尽管本计划有任何其他规定，如在归属日期之前本公司控制权发生变更，无论通过要约、合并、协议安排或其他方式，董事会应自行决定此类奖励股份是否应归属选定雇员以及此类奖励股份的归属时间但不得不合理改变待归属奖励股份的数量、归属价格和归属条件。在受托人收到自视为归属日期起七(7)个营业日内正式签署的规定转让文件后，受托人应或应促使控股公司根据第 5.3(C)(iii)款将奖励股份转让予选定雇员。就本第 6(A)款而言，“控制”应具有香港《公司收购、合并及股份购回守则》不时规定的含义。

- (B) In the event of any alteration in the capital structure of the Company by way of capitalisation of profits or reserves, rights issue, subdivision or consolidation of Shares or reduction of the share capital of the Company (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party) after the Adoption Date, the Authorized Administrator shall make such corresponding adjustments, if any, as the Authorized Administrator in its discretion may deem appropriate to reflect such change with respect to:

若在采纳日期后，本公司的资本结构发生任何变更，包括利润或储备的资本化、供股、股份拆细或合并，或减少本公司的股本（除非该变更是因本公司作为交易的一方发行股份以作为对价而导致），则授权管理人应根据其自行决定适当的情况就下列事项进行相应的调整（如有），以反映上述的变更：

- (i) The number of Shares comprising the maximum number of Awarded Shares that may be granted under this Scheme, provided that in the event of any capitalisation issue, Share subdivision or consolidation, the maximum number of Awarded Shares that may be granted under this Scheme as a percentage of the total issued Shares of the Company at the date immediately before any capitalisation issue, Share subdivision or consolidation shall be the same on the date immediately after such capitalisation issue, Share subdivision or consolidation, rounded to the nearest whole share;

构成根据本计划可授予之奖励股份总数的最大数量，但若发生任何资本化发行、股份拆细或合并，则紧接任何资本化发行、股份拆细或合并前日期的根据本计划可授予之奖励股份总数的最大数量占本公司已发行股份总数的百分比应与紧接该资本化发行、股份拆细或合并后日期相同，四舍五入至最接近的整数股；

- (ii) The number of Awarded Shares to the extent any Awarded Share has not been vested;

奖励股份数量，若任何奖励股份尚未归属；

- (iii) The Vesting Price of the Awarded Shares,

奖励股份之归属价格，

Or any combination thereof, provided always that: (i) any such adjustments should give each Selected Employee the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that which the Selected Employee was previously entitled prior to such adjustments; and (ii) no such adjustments shall be made which would result in a Share being issued at less than its nominal or par value.

或以上任何组合，前提为：(i)任何此类调整应给予每位选定雇员与选定雇员在调整前所享有的相同比例的本公司股本，四舍五入至最接近的全部股份；及(ii)不得进行任何会导致股份发行价格低于其面值或票面价值的调整。

- (C) In the event the Company undertakes an open offer of new securities in respect of any Shares which are held by the Trustee or the HoldCo under the Scheme, the Trustee shall not subscribe for any new Shares. In the event of a rights issue, the Trustee shall or shall procure the HoldCo to sell such amount of the nil-paid rights allotted to it on the market as is appropriate and, subject to Paragraph 5.3(C)(i), the net proceeds of sale of such rights shall be held as part of the Trust Fund.

如果本公司就受托人或控股公司根据该计划持有的任何股份承诺公开发售新证券，受托人不得认购任何新股份。对于配售新股，受托人应在市场出售或促使控股公司出售向其分配的适当数额的未缴股款股权，并且根据第 5.3(C)(i)款的规定，出售该等权利所得净收益应作为信托基金的部分持有。

- (D) In the event the Company issues bonus warrants in respect of any Shares which are held by the Trustee or the HoldCo, the Trustee shall not subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants and shall sell the bonus warrants created and granted to it on the market, the net proceeds of sale of such bonus warrants shall be held as part of the Trust Fund.

如果本公司就受托人持有的任何股份发行红利权证，受托人不得通过行使红利权证所附的任何认购权认购任何新股，并应在市场出售已创建并获授的红利权证，而出售该等红利权证所得净收益应作为信托基金的一部分持有。

- (E) In the event that the Company undertakes an issue of bonus Shares, subject to Paragraph 5.3(C)(i), the bonus Shares allotted with respect to any Shares which are held by the Trustee or the HoldCo shall be held as part of the Trust Fund.

根据第 5.3(C)(i)款的规定，如果本公司承诺发行红利股，受托人或控股公司持有的任何股份所分配的红利股应作为信托基金的一部分持有。

- (F) In the event the Company undertakes a scrip dividend scheme, the Trustee shall or shall procure the HoldCo to elect to receive scrip Shares and, subject to Paragraph 5.3(C)(i), scrip Shares allotted with respect to any Shares which are held by the Trustee or the HoldCo shall be held as part of the Trust Fund.

如果本公司采取以股代息计划，受托人应或促使控股公司选择接受以股代息之股份，且根据第 5.3(C)(i)款的规定，受托人或控股公司持有的任何股份所分配的红利股应作为信托基金的一部分持有。

- (G) In the event of other non-cash and non-scrip distribution made by the Company in respect of Shares held upon the Trust, the Trustee shall or shall procure the HoldCo to dispose of such distribution and, subject to Paragraph 5.3(C)(i), the net sale proceeds thereof shall be deemed as cash income of a Share held as part of the Trust Fund.

如本公司就信托持有之股份进行其他非现金和非以股代息分配，受托人应或应促使控股公司处理此类分配，且根据第 5.3(C)(i)款规定，净销售收入应视为信托基金持有股份的现金收入。

- (H) If notice is duly given by the Company to its shareholders to convene a shareholders' meeting for the purpose of considering a resolution for the voluntary winding-up of the Company (other than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company) or an order of winding up of the Company is made, the Board shall determine at its discretion whether such

Awarded Shares shall vest in the Selected Employee and the time at which such Awarded Shares shall vest. If the Board determines that any Awarded Shares shall vest, it shall promptly notify the Selected Employee and shall use its reasonable endeavours to procure the Trustee to take such action as may be necessary to transfer the legal and beneficial ownership of the Awarded Shares which are to become vested in such Selected Employee to such Selected Employee.

如果本公司已正式通知其股东召开股东大会，以审议本公司自愿清盘的决议案（除非是为了合并或重组的目的，并在此情况下将本公司的业务、资产和负债实质上全部转移给继承公司）或发出本公司的清盘令，董事会应全权酌情决定任何奖励权益是否归属于选定雇员，以及该奖励权益的归属时间。如果董事会决定授予任何奖励股份，董事会应立即通知选定雇员，并应尽合理努力促使受托人采取必要行动，将即将归属该选定雇员的奖励股份之法定和实益所有权转让予该选定雇员。

7 MAXIMUM NUMBER OF AWARDED SHARES UNDER THIS SCHEME

该计划项下奖励股份的最大数量

The maximum number of Awarded Shares that may be granted under this Scheme in aggregate (excluding the Awarded Shares that have lapsed or been cancelled in accordance with these Rules) shall be 329,920 Shares held or to be held by the Trustee or the HoldCo for the purpose of this Scheme, representing 3.2992% of the total share capital of the Company of 10,000,000 Shares immediately at the time when the Trust is incorporated.

根据本计划可授予之奖励股份总数（不包括根据本规则已经失效或取消的奖励股份）的最大数量应为受托人或控股公司根据本计划持有或将持有的 329,920 股，占信托建立时本公司总股本 10,000,000 股的 3.2992%。

8 DISPUTES

争议

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

任何与本计划有关的争议应提交董事会决定，董事会的决定为最终决定并具有约束力。

9 ALTERATION OF THE SCHEME

本计划的变更

- (A) The Scheme may be amended in any respect by a resolution of the Board.

该计划任何方面可由董事会通过决议予以修订。

- (B) Written notice of any amendment to the Scheme shall be given to all Selected Employees and the Trustee within reasonable time.

本计划的任何修订须在合理时间内以书面形式通知所有选定雇员及受托人。

10 **TERMINATION**

终止

- (A) The Board may at any time modify or terminate the Scheme. Otherwise, the Scheme shall terminate on the earlier of:

董事会可随时修改或终止本计划。否则，本计划将于下列情形中较早者发生时终止：

- (i) the tenth (10th) anniversary date of the Adoption Date; and
采纳日期的第十(10)个周年日；和
- (ii) such date of early termination as determined by the Board by a resolution of the Board,
由董事会决议决定的提前终止日期。

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

但此类终止不得影响任何选定雇员在本协议项下的任何存续权利。

- (B) Upon termination of the Scheme,

本计划终止时，

- (i) no further grant of Awarded Shares may be made under the Scheme;
根据该计划不得再授出奖励股份；
- (ii) all the unvested Awarded Shares of the Selected Employees under the Scheme shall continue to be held by the Trustee or the HoldCo and be vested in the Selected Employees according to the vesting conditions of the Awards, subject to the receipt by the Trustee of the transfer documents prescribed by the Trustee and duly executed by the Selected Employee. The Board, may at its full discretion, to direct and procure the Trustee to transfer, repurchase, reallocate or to make on-market disposal of such Shares (except for any Awarded Shares

subject to vesting on the Selected Employees) remaining in the Trust Fund within reasonable time. The Company is entitled to receive the net proceeds from the on-market disposal and such other funds and properties remaining in the Trust Fund managed by the Trustee (after making appropriate deductions in respect of all disposal costs, liabilities and expenses) shall be remitted to the Company in due course but in any event shall be within 28 Business Days of receiving notice of such termination of the Scheme. For the avoidance of doubt, the Trustee may not transfer any Shares to the Company nor may the Company otherwise hold any Shares whatsoever (other than its interest in the proceeds of sale of such Shares pursuant to this Paragraph 10(B)(ii)).

受托人或控股公司将继续持有本计划下所有尚未归属的选定雇员股份，并根据奖励的归属条件授予选定雇员，但须由受托人收到受托人规定并经选定雇员正式签署的转让文件。董事会可全权酌情指示并促使受托人在合理时间内转让、回购、重新分配或在市场上处置信托基金中剩余的股份（归属于雇员的奖励股份除外）。本公司有权从市场出售中获得净收益，由受托人管理的信托基金中剩余的此类其他资金和财产（在适当扣除所有出售成本、负债和费用后）应在适当时候汇至本公司，但无论如何应在收到本计划终止通知后的 28 个营业日内汇至本公司。为免生疑问，受托人不得将任何股份转让给本公司，本公司亦不得以其他方式持有任何股份（受托人根据本第 10(B)(ii)款在该等股份的销售收益中享有的权益除外）。

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

为免生疑问，暂停授予任何奖励不得解释为终止实施本计划的决定。

11 WITHHOLDING

扣缴税款

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

本公司或任何附属公司有权预扣且任何选定雇员有义务支付因授予奖励股份而应缴纳或应付的任何税款和 / 或社会保险缴款（如有）。

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

董事会可制定适当程序对任何此类支付予以规定，以确保本公司或任何附属公司收到有关可能产生或影响支付或预扣任何此类税款或社会保险缴款义务之时间或金额的任何事件发生的通知，或可对本公司或该等附属公司因此类事件发生而产生的任何税收进行减免。

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

本公司或任何附属公司可通过通知选定雇员，并根据董事会可能采用的任何规则，要求选定雇员在获奖励时支付本公司或任何附属公司估计的金额，以支付全部或部分因授予奖励股份而应缴纳或应付的任何税款和 / 或社会保险缴款。

12 **MISCELLANEOUS**

其他事项

- (A) The Scheme shall not form part of any contract of employment between the Company or any Subsidiary and any Employee, and the rights and obligations of any Employee under the terms of his office or employment shall not be affected by his participation in the Scheme or any right which he may have to participate in it and the Scheme shall afford such Employee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.

本计划不构成本公司或任何附属公司与任何雇员之间的任何雇佣合约的一部分，任何雇员在其职位或雇用条款下的权利及义务不应受其参与本计划或其可能必须参与本计划之任何权利的影响，且本计划不应为该等雇员提供因任何原因终止此类职务或雇用而获得赔偿或损害赔偿的额外权利。

- (B) The Company shall bear the costs of establishing and administering the Scheme. The Selected Employees shall bear the purchase costs, stamp duty, transaction levies and and/or transfer tax or duty and any other charges payable upon the transfer of the Shares.

本公司应承担建立及管理本计划的成本。选定雇员应承担购买成本、印花税、交易税和 / 或转让税或关税以及股份转让时应支付的任何其他费用。

- (C) Subject to Paragraph 12(B) above, the Company shall not be liable for any tax and the Trustee shall not be liable for any tax or expenses of such other nature payable on the part of any Employee in respect of any sale, purchase, vesting or transfer of Shares, duty, levy, social security contribution or liability in any jurisdiction to which a Selected Employee may become subject as a result of the grant of any Awarded Shares or the vesting (or otherwise the transfer) of any Awarded Shares, such Selected Employee shall be responsible for the prompt payment of such tax, duty, levy or social security contribution (as the case may be) and shall indemnify the Company and the Trustee against any loss,

damage, liability, costs and expenses arising from or in connection with any default or delay in the payment thereof.

根据上述第 12(B)款的规定，本公司不承担任何税款，受托人也不承担任何雇员就股份的任何出售、购买、归属或转让、关税、征费、社会保险缴款应承担的任何其他性质的税款或费用或因授予选定雇员任何奖励股份或归属（或以其他方式转让）任何奖励股份而在任何司法管辖区受其约束的责任，该选定雇员应负责及时支付该等税款、关税、征费或社会保险缴款（视情况而定），并应赔偿本公司和受托人因违约或延迟支付上述款项而产生或与之相关的任何损失、损害、责任、成本和费用。

- (D) Any notice or other document which has to be given to a Selected Employee under or in connection with this Scheme may be delivered to the Selected Employee or sent by post or facsimile transmission or e-mail to him at his home postal address, home or work e-mail address or facsimile number according to the records of his employing company or such other address as the Company reasonably considers appropriate.

根据本计划或与本计划有关而必须向选定雇员发出的任何通知或其他文件均可交付予选定雇员，或通过邮寄、传真或电子邮件发送至其家庭邮政地址、家庭或工作电子邮件地址或传真号码（根据其雇用公司的记录）或本公司合理认为合适的其他地址。

- (E) Any notice or other document which has to be given to the Company under or in connection with this Scheme may be delivered or sent by post to it at the address set out below (or such other place as the Board may from time to time decide and notify to the Selected Employee and/or the Trustee) or by facsimile transmission to the central facsimile number of the Company.

根据本计划或与本计划有关而必须向本公司发出的任何通知或其他文件，可通过以下地址（或董事会可不时决定并通知选定雇员和 / 或受托人的其他地址）或传真发送至本公司的中央传真号码。

Address: 313-6, Hong Kong University of Science and Technology (HKUST) Shenzhen Research Institute Building, No. 9 Yuexing 1st Road, Yuehai Street, Nanshan District, Shenzhen City.

地址：深圳市南山区粤海街道科技园区粤兴一道 9 号香港科技大学深圳产学研大楼 313-6

Email: heidi@shouhui-tech.com

电子邮件：heidi@shouhui-tech.com

Attention: 葛海霞

收件人：葛海霞

- (F) Any notice or other document which has to be given to the Trustee under or in connection with this Scheme may be delivered or sent by post to it at the address set out below (or such other place as the Trustee may from time to time decide and notify to the Company and/or the Selected Employee) or by facsimile transmission to the central facsimile number of the Trustee or the work e-mail address of a designated person of the Trustee as notified by the Trustee to the Company.

根据本计划或与本计划有关而必须向本公司发出的任何通知或其他文件，可通过以下地址（或董事会可不时决定并通知选定雇员和 / 或雇员人的其他地址）或传真发送至受托人首要传真号码。

Address: Unit C1-2, 13/F, United Centre, 95 Queensway, Admiralty, HK

地址：香港金钟金钟道 95 号统一中心 13 楼 C1-2 室

Fax: N/A

传真：N/A

Email: trustadmin@fututrustee.com

电子邮件：trustadmin@fututrustee.com

Attention: Trust Administration Department

收件人：信托行政部

- (G) Any notice or other document if given by a Selected Employee shall be irrevocable and shall not be effective until actual receipt by the Trustee or the Company (as the case may be).

选定雇员发出的任何通知或其他文件均不可撤销，且在受托人或本公司（视情况而定）实际收到之前无效。

- (H) Notices sent by post will be deemed to have been given by the Company or the Trustee on the first day after the date of posting. Notices served by hand will be deemed to be served when delivered.

通过邮寄发出的通知将视为由本公司或受托人在邮寄日期后的第一天发出。由专人送达的通知在送达时将视为送达。

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

本公司、董事会、信托和受托人不对任何雇员未能获得该雇员作为选定雇员参与本计划所需的任何同意或批准负责，也不对该雇员因参与本计划而可能承担的任何税收、关税、开支、费用或任何其他债务负责。

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

如果本计划任何条款全部或部分不可执行或变得不可执行，本计划的每一项条款应视为一项单独条款，并可单独强制执行。如果本计划中的任何条款不可执行，则应视为从本计划的规则中删除，任何此类删除不得影响本计划规则的可执行性。

13 **GOVERNING LAW**

管辖法律

- (A) The Hong Kong courts shall have the exclusive jurisdiction to determine any claim, dispute or difference arising out of or in connection with this Scheme or any Awarded Shares granted under it.

香港法院拥有专属管辖权，以裁定因本计划或根据本计划授予的任何奖励股份而产生或与之相关的任何申索、争议或分歧。

- (B) The Scheme and all Awarded Shares granted under it shall be governed by and construed in accordance with the laws of Hong Kong.

本计划及根据本计划授予的所有奖励股份应受香港法律管辖并依照香港法律解释。

Appendix 1

附录 1

GRANT NOTICE

授予通知

[Letterhead of Shouhui Tech Limited]

【手回科技有限公司信头】

PRIVATE AND CONFIDENTIAL

私人保密

[Date]

【日期】

[Name of Employee]

【雇员姓名】

Dear Sir,

敬启者：

Pre-IPO Share Award Scheme adopted on 30 November 2023

采纳于 2023 年 11 月 30 日的首次公开发售前股份奖励计划

Grant Notice

授予通知

We refer to the pre-IPO share award scheme adopted by the Company on 30 November 2023 (the “**Pre-IPO Share Award Scheme**”). Except as otherwise defined, capitalised terms used herein shall have the same meaning as defined in the rules of the Pre-IPO Share Award Scheme (the “**Scheme Rules**”).

我们指的是本公司于 2023 年 11 月 30 日采纳的首次公开发售前股份奖励计划（下称“**首次公开发售前股份奖励计划**”）。如无另行定义，本文中以黑体 / 粗体字显示的指定术语与首次公开发售前股份奖励计划规则（下称本“**计划规则**”）中定义的含义相同。

We are pleased to inform you that the board of directors of the Company (the “**Board**”) decided on [*] to grant you [*] Awarded Shares under the Pre-IPO Share Award Scheme. These Awarded Shares are being granted to you on and subject to the terms and conditions of the Pre-IPO Share Award Scheme, including, without limitation, the vesting conditions set out in Paragraphs 5.3(B), 5.3(C) and 5.4 of the Scheme Rules and the vesting conditions set out below, which provide that the Awarded Shares being granted to you will, subject to your acceptance, become vested according to the following schedule upon the fulfillment of the vesting conditions:

我们特此通知，本公司董事会（下称“**董事会**”）于[*]决定根据首次公开发售前股票奖励计划授予您[*]股奖励股份。这些奖励股份根据首次公开发售前股份奖励计划的条款和条件授予您，包括但不限于本计划规则第 5.3(B)、5.3(C)和 5.4 款规定的归属条件以及下文规定的归属条件，这些条件规定，在您接受的情况下，授予您的奖励股份将在满足以下归属条件后按照以下时间表归属您：

- (i) 50% of such Awarded Shares shall be vested on the next day of the date of the second anniversary of the Benchmark Date (the “**First Vesting Date**”;
50%之奖励股份应在基准日期第二周年的次日（“首次归属日期”）归属；
- (ii) 25% of such Awarded Shares shall be vested on the next day of the date of the third anniversary of the Benchmark Date (the “**Second Vesting Date**”); and
25%之奖励股份应在基准日期第三周年的次日（“第二次归属日期”）归属；
- (iii) 25% of such Awarded Shares shall be vested on the next day of the date of the fourth anniversary of the Benchmark Date.
25%之奖励股份应在基准日期第四周年的次日归属。

For the purpose of vesting, your Benchmark Date is [*].

就归属而言，您的基准日期为[*]

You are not entitled to enjoy the voting rights nor any rights in respect of the Awarded Shares, including but not limited to, any dividends or other distributions, before such Awarded Shares are vested in you.

在授予您奖励股份之前，您无权享有投票权或与奖励股份相关的任何权利，包括但不限于任何股息或其他分配。

The grant is also being made subject to the following vesting conditions:

授予亦须符合下列归属条件：

- a) (i) you shall have been employed by the Group for three years since the Benchmark Date or (ii) the Listing shall be completed or (iii) the Company being acquired as whole;
(i) 您应自基准日期起已被本集团受雇三年或 (ii) 上市应完成或 (iii) 公司被全面收购;
- b) the Listing shall be completed;
上市应完成;
- c) you shall meet the performance appraisal rating for the previous year according to the performance appraisal rating policy of the Company;
根据本公司的绩效考核评级政策, 您应符合上一年度绩效考核评级;
- d) you shall remain an employee of the Group on the relevant vesting dates;
您在相关归属日期仍是本集团雇员;
- e) there shall be no occurrence of triggering events for the surrender of the Awarded Shares (as specified in Paragraph 5.4(B) of the Scheme Rules);
不得发生放弃奖励股份的触发事件 (如本计划规则第5.4(B)款所述) ;
- f) you and your associate(s) shall not be employed by or operate or invest in any entity, during the period from the grant date to the relevant vesting dates, the business of which competes with the core business of the Group;
在授予日至相关归属日期间, 您及您的关联人不得受雇于或经营或投资于任何其业务与本集团核心业务构成竞争的实体;
- g) you shall not dispose of nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of any of the Awarded Shares in the period commencing on the relevant vesting dates and ending on the date to be determined by the Board; and
在相关归属日期开始至董事会确定的日期结束的期间内, 您不应处理或签订任何协议以处置或以其他方式创建任何与奖励股份相关的期权、权利、利益或产权负担; 和
- h) a payment of RMB[*] to a bank account to be designated by the Company to receive the Vesting Price.
向本公司指定银行账户支付人民币【*】作为归属价格。

The grant of the Awarded Shares to you referred to above will only be effective if you sign and return the attached acceptance form to us within five (5) Business Days after the date of this notice. If you fail to do this, the grant of the Awarded Shares to you referred to above will lapse and you will not have any right or claim against the Company, any other member of the Group, the Board, the Trust or the Trustee or with respect to those or any other Awarded Shares or any right thereto or interest therein in any way.

只有在本通知发出之日起五(5)个营业日内签署并将所附接受单交回本公司，上述授予您的奖励股份方才有效。否则，上述授予您的奖励股份将失效，您不得以任何方式对本公司、本集团任何其他成员、董事会、信托或受托人或就这些或任何其他奖励股份或其中的任何权利或利益享有任何权利或索赔。

Yours faithfully,

谨启，

For and on behalf of

谨代表

the Board of Directors of

手回科技有限公司

Shouhui Tech Limited

董事会

Name:

姓名:

Position:

职务:

Copy: The Trustee

副本: 受托人

Futu Trustee Limited

富途信托有限公司

To: The Board of Directors of
Shouhui Tech Limited

致： 手回科技有限公司
董事会

Copy: The Trustee

副本： 受托人

Futu Trustee Limited

富途信托有限公司

Acceptance Form

接受单

I, _____ (holder of [_____] numbered Identity card, Nationality: PRC), confirm my acceptance of the Awarded Shares being granted to me by the Board on behalf of the Company. I agree and accept that such Awarded Shares are being granted to me on and subject to the terms and conditions of the Scheme Rules and the Grant Notice and I agree to be bound by those terms and conditions and the Scheme Rules.

本人, _____ (编号为【 _____ 】的身份证持有人, 国籍:中国), 确认接受董事会代表公司授予本人的奖励股份。本人同意并接受该等奖励股份是根据本计划规则及授予通知的条款及条件授予本人, 本人亦同意受该等条款及条件及本计划规则约束。

Date:

日期:

Appendix 2

附录 2

VESTING NOTICE

归属通知

[Letterhead of Shouhui Tech Limited]

【手回科技有限公司信头】

PRIVATE AND CONFIDENTIAL

专有及机密

[Date]

【日期】

[Name and address of Selected Employee]

【选定雇员姓名及地址】

Dear Sir,

敬启者：

Pre-IPO Share Award Scheme adopted on 30 November 2023

首次公开发售前股份奖励计划采纳于 2023 年 11 月 30 日。

Vesting Notice

归属通知

We refer to the Pre-IPO share award scheme adopted by the Company on 30 November 2023 (the “**Pre-IPO Share Award Scheme**”). Except as otherwise defined, capitalised terms used herein shall have the same meaning as defined in the rules of the Pre-IPO Share Award Scheme (the “**Scheme Rules**”).

我们指的是本公司于 2023 年 11 月 30 日采纳的首次公开发售前股份奖励计划（下称“**首次公开发售前股份奖励计划**”）。如无另行定义，本文中以黑体 / 粗体字显示的指定术语与首次公开发售前股份奖励计划规则（下称本“**计划规则**”）中定义的含义相同。

In accordance with the vesting conditions set out in [the Grant Notice], [insert number] Awarded Shares (the “**Vesting Shares**”) granted to and accepted by you and currently being held by the Trustee or the HoldCo under the Trust will become vested in you on [insert date] (the “**Vesting Date**”), subject to [you remaining an Employee on such date] [and all of the other conditions set out in the Grant Notice being satisfied].

根据【授予通知】中规定的归属条件，授予并由您接受且目前由该信托项下的受托人或控股公司持有的【插入数字】股奖励股份（下称“**归属股份**”）将于【插入日期】（“**归属日期**”）归属于您，前提是【您在该日期仍是本集团雇员】【并满足授予通知中规定的所有其他条件】。

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

惟您填写、签署并在不迟于[*]（在归属日期前十（10）个营业日）将所附回执交回时，归属股份方才归属于您。否则，根据本计划规则，上述归属股份将被没收，且您不得以任何方式对本公司、本集团任何其他成员、董事会、信托或受托人或就这些或任何其他归属奖励股份或其中的任何权利或利益享有任何权利或索赔。

Yours faithfully,

谨启，

For and on behalf of

谨代表

the Board of Directors of

手回科技有限公司

Shouhui Tech Limited

董事会

Name:

名称:

Position:

职务:

Copy: The Trustee

副本: 受托人

Futu Trustee Limited

富途信托有限公司

To: The Board of Directors of
Shouhui Tech Limited

致: 手回科技有限公司

董事会

Copy: The Trustee

副本: 受托人

Futu Trustee Limited

富途信托有限公司

Reply Slip

回执

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

本人, _____ (编号为【插入编号】的【插入身份证件名称】持有人, 国籍:【】), 特此授权您指示受托人在归属日期将上述归属通知中所述之归属股份存入以下证券账户 / 银行账户, 以促使上述归属通知中所述归属股份转让予我:

For Vesting Shares

对于归属股份

Name of custodian/broker: _____

托管人 / 经纪人姓名: _____

CCASS No. of custodian/broker: _____

托管人 / 经纪人中央结算系统编号: _____

Contact Person of custodian/broker: _____

托管人 / 经纪人的联系人: _____

Telephone number of custodian/broker: _____

托管人 / 经纪人的联系方式: _____

Account Name: _____

账户: _____

(Note: The Account must be in the sole name of the Selected Employee)

(注: 该账户必须是选定雇员的唯一名称)

Account Number: _____

账号: _____

Signed by the Selected Employee

选定雇员签名

Selected Employee's Signature verified by
the Company

经本公司核实的选定雇员签名

Name:

姓名:

Name:

姓名:

Authorized Signatory of the Company

本公司授权签署人