

EDDING GENOR GROUP LIMITED
(incorporated in the Cayman Islands with limited liability)

(adopted by the resolutions of the board of directors of the Company on September 13, 2024 and by the resolutions of the shareholders of the Company on [December 22, 2025])

EDDING PRE-IPO SHARE OPTION PLAN

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EDDING GENOR GROUP HOLDINGS LIMITED

(incorporated in the Cayman Islands with limited liability)

RULES OF THE EDDING PRE-IPO SHARE OPTION PLAN

1. DEFINITIONS

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

"Acceptance Date" means the date upon which an offer for an Option must be accepted by the relevant Eligible Participant, being a date not later than seven days after the Offer Date;

"Administrator" means Ni Xin whose passport No. is KJ0444248;

"Adoption Date" means the date on which this Scheme is adopted in accordance with paragraph 2 of this Scheme;

"approved independent financial adviser" means such independent financial adviser as approved by the Board;

"Articles" means the memorandum and articles of association of the Company as amended from time to time;

"associate" shall have the meaning ascribed to it in the Listing Rules;

"Auditors" means the auditors for the time being of the Company;

"Board" means the board of directors of the Company for the time being thereof;

"board lot" means 500 Shares or such other number of Shares to be determined by the Board from time to time;

"Business Day" means a day on which the Stock Exchange is open for the business of dealing in securities;

"China" means, for the purposes in this context, the People's Republic of China, excluding Hong Kong, the Macau Special Administrative Region and Taiwan;

"Commencement Date" means, in respect of an Option, the date upon which such Option is deemed to be granted and accepted in accordance with paragraph 4.3;

"Company" means Genor Biopharma Holdings Limited (嘉和生物药业(开曼)控股有限公司), a company incorporated in the Cayman Islands with limited liability on 10 April 2017 with its name to be changed to Edding Genor Group Holdings Limited (亿腾嘉和医药集团有限公司) upon the completion of the Merger;

"Companies Law" means the Companies Act (As Revised) of the Cayman Islands as amended from time to time;

"Eligible Employee(s)" means any full-time employees of the Company or any of the Subsidiaries or any of the Invested Entities, including any executive directors but

excluding any non-executive directors, of the Company or any of the Subsidiaries or any of the Invested Entities;

"Exercise Date" means the date of the notice given by the Grantee in respect of the exercise of the Option in accordance with paragraph 6.1;

"Eligible Participant(s)" means any person belonging to any of the following classes of persons: (a) any Eligible Employees; (b) any non-executive directors of the Company or any of the Subsidiaries or any of the Invested Entities but excluding any independent non-executive directors; (c) any executive directors of any controlling shareholders of the Company; and (d) any person who in the sole opinion of the Board, will contribute or has contributed to the Company and/or any of the Subsidiaries, including but not limited to any consultants, distributors, contractors, suppliers, agents, customers and business partners of the Group. The Options under this Scheme can be granted to any company wholly owned by one or more Eligible Participants, or any discretionary trust where any Eligible Participant is a discretionary object;

"Exercise Price" means a price representing not less than the par value of a Share, at which a Grantee may subscribe for Shares on the exercise of an Option in accordance with paragraph 6;

"Expiry Date" means, in respect of an Option, the date of the expiry of the Option as may be determined by the Board which shall not be later than the last day of the Option Period in respect of such Option;

"Grantee" means any Eligible Participant who accepts the offer of the grant of an Option or any Eligible Participant who acquires any Option in accordance with the rules of this Scheme;

"Group" means the Company, the Subsidiaries and the Invested Entities;

"HK\$" means Hong Kong dollars, the lawful currency of Hong Kong;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Invested Entity" means any company in which the Company or any Subsidiary has any equity interest;

"Listing Date" means the date of the closing of the Merger;

"Listing Rules" means the rules governing the listing of securities on the Stock Exchange, as amended from time to time;

"Merger" means the merger contemplated under and pursuant to the terms and conditions of the Merger Agreement, whereby EddGen will merge with and into Edding Group Company Limited, with Edding Group Company Limited being the surviving entity and becoming a wholly-owned Subsidiary of the Company;

"Merger Agreement" means the agreement and plan of merger dated 13 September 2024 entered into by and among Genor Biopharma Holdings Limited (嘉和生物药业(开曼)控股有限公司), EddGen and Edding Group Company Limited;

"Offer Date" means in respect of an Option, the date on which such Option is offered in writing to an Eligible Participant;

"Offer Notice" has the meaning ascribed to it in paragraph 4.2.

"Option" means an option to subscribe for Shares granted pursuant to this Scheme and for the time being subsisting;

"Option Period" means in respect of an Option, the period to be notified by the Board to each Grantee within which the Option may be exercisable provided that such period of time shall not exceed a period of 10 years commencing on the Commencement Date;

"Original Scheme" means the amended and restated pre-IPO share option plan of Edding Group Company Limited adopted by the resolutions of the board of directors of Edding Group Company Limited on October 30, 2020 and by the resolutions of the shareholders of Edding Group Company Limited on October 30, 2020, as amended from time to time;

"Other schemes" means other than this Scheme, all the schemes involving the grant by the Company of options over Shares or other securities of the Company to, or for the benefit of, specified participants of such schemes or any arrangement involving the grant of options to participants over Shares or other securities of the Company which, in the opinion of the Stock Exchange, is analogous to a share option scheme as described in the Listing Rules;

"Personal Representative(s)" means a person or persons who, in accordance with the laws of succession applicable in respect of the death of such Grantee is or are entitled to exercise the Option accepted by such Grantee (to the extent not already exercised) in consequence of the death of such Grantee;

"this Scheme" means the Edding pre-IPO share option plan (as amended and restated from time to time), the rules of which are set out in this document in its present or any amended and restated form;

"Scheme Limit" has the meaning ascribed to it in paragraph 8;

"Scheme Period" means a period commencing on the Adoption Date and ending on the Listing Date (both dates inclusive);

"Shares" means ordinary shares in the capital of the Company or, if there has been a capitalisation issue, rights issue, sub-division or consolidation of shares or reduction of capital in the share capital of the Company, shares forming part of the ordinary equity share capital of the Company of such other nominal amount as shall result from any such capitalisation issue, rights issue, sub-division or consolidation of shares or reduction of capital in the share capital of the Company;

"Special Resolution" means a resolution passed at a meeting of the Grantees (being only those Grantees holding Options, all or any part of which is unexercised as at the time of the meeting at which the resolution is proposed) duly convened and held and carried by a majority consisting of not less than three-fourths of the votes cast upon a show of hands or if a poll is duly demanded, by a majority consisting of not less than three-fourths of the votes cast on a poll;

"Stock Exchange" means the Stock Exchange of Hong Kong Limited or (if applicable) such other stock exchange on which the issued share capital of the Company is primarily listed;

"Subsidiary" means a subsidiary of the Company upon the completion of the Merger within the meaning of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) whether incorporated in the Cayman Islands, the British Virgin Islands, Hong Kong or the People's Republic of China or elsewhere and **"Subsidiaries"** shall be construed accordingly. For the avoidance of doubt, the Subsidiaries used herein shall include Edding Group Company Limited and its subsidiaries; and

"Supplementary Guidance" means the guidance letter or similar document issued by Stock Exchange with respect to all issuers relating to share option schemes from time to time.

1.2 In this Scheme, unless the context otherwise requires:

- (a) paragraph headings are inserted for convenience of reference only and shall not affect the interpretation of this Scheme;
- (b) references to paragraphs are to paragraphs of this Scheme;
- (c) the singular includes the plural and vice versa;
- (d) references to one gender shall include both genders and the neuter;
- (e) any reference to any statute or statutory provision shall include any statute or statutory provision which amends or replaces, or has amended or replaced it, and shall include any subordinate legislation made under the relevant statute; and
- (f) a reference to a "person" shall be construed so as to include any individual, firm, business, company, body corporate or unincorporated or other juridical person, government, federation, state or agency thereof or any joint venture, association, partnership or trust (whether or not having separate legal personality).

2. **CONDITIONS**

Adoption of this Scheme is conditional upon:

- (a) the passing of the necessary resolutions of the Board to approve and adopt the rules of this Scheme; and
- (b) the passing of the necessary resolutions of the shareholder(s) of the Company to approve and adopt the rules of this Scheme.

3. **PURPOSE, DURATION AND CONTROL OF SCHEME**

- 3.1 The purpose of this Scheme is to enable the Company to grant Options to Eligible Participants as incentives or rewards for their contribution or potential contribution to the Group.
- 3.2 For the purpose of the execution and consummation of the transaction as stipulated under the Merger Agreement, this Scheme shall succeed and replace the Original Scheme in its entirety. All options previously granted under the Original Scheme and outstanding as at the Adoption Date (the “**Original Options**”) shall be deemed to have been granted to and accepted by the corresponding grantees of such Original Options pursuant to this Scheme immediately upon the Merger becoming effective subject to compliance with the procedures set out in paragraph 4.3. Upon the Merger becoming effective, the terms and conditions applicable to such Original Options (including but not limited to the Expiry Date, vesting conditions and exercise conditions) as deemed to be automatically granted under this Scheme shall remain the same with those applicable to such Original Options under the Original Scheme immediately prior to the effective time of the Merger, except with respect to the number of options granted and their respective exercise prices. Notwithstanding anything to the contrary contained herein, adjustments to the number of options and the exercise prices shall be effected strictly in accordance with the adjustment mechanism specified in the Merger Agreement. For the avoidance of doubt, the transfer of governance concerning options previously granted under the Original Scheme to this Scheme shall be construed solely as a continuation and succession pursuant to the terms specified in the Merger Agreement, and shall not constitute a new grant of options under this Scheme.
- 3.3 Subject to paragraph 13 and fulfilment of the conditions in paragraph 2, and any other terms or conditions under the terms of the grant, this Scheme shall be valid and effective for the Scheme Period and any Option granted under this Scheme shall become exercisable after the Listing Date after which no further Options shall be granted under this Scheme but the provisions of this Scheme shall in all other respects remain in full force and effect to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of this Scheme and Options granted prior thereto but not yet exercised shall continue to be valid and exercisable in accordance with this Scheme.
- 3.4 This Scheme shall be subject to the administration of the Board or the Administrator designated by the Board, whose decision as to all matters arising in relation to this Scheme or its interpretation or effect (save as otherwise provided herein) shall be final and binding on all parties subject to the prior receipt of a statement in writing from the Auditors or the approved independent financial adviser if and as required by paragraph 9.
- 3.5 Subject to applicable laws and the provisions of the Scheme (including any other powers given to the Administrator hereunder), and except as otherwise provided by the Board, the Administrator shall have the authority, in its discretion:
- (a) to construe and interpret the terms of the Scheme and Options granted pursuant to the Scheme; and
 - (b) to take such other action, not inconsistent with the terms of the Scheme, as

the Administrator deems appropriate.

4. OPTIONS

- 4.1 The Board shall, subject to and in accordance with the provisions of this Scheme and the Listing Rules, be entitled, but shall not be bound, at any time, to offer to grant an Option to any Eligible Participant whom the Board may in its absolute discretion select and subject to such conditions (including, without limitation, any minimum period for which an Option must be held before it can be exercised and/or any performance targets which must be achieved before an Option can be exercised) as it may think fit.
- 4.2 If the Board determines to offer an Option to an Eligible Participant in accordance with paragraph 4.1, the Company shall deliver a written offer notice (including, for the avoidance of doubt, by way of an e-mail) (the “**Offer Notice**”) to the relevant Eligible Participant in such form as the Company may deem appropriate.
- 4.3 An Option shall be deemed to have been granted to and accepted by the Grantee and to have taken effect when (a) the Offer Notice has been duly delivered to the Eligible Participant; and (b) the Option to which the Offer Notice related has been duly accepted by the Eligible Participant in writing (including, for the avoidance of doubt, by way of an e-mail), provided that a remittance or payment in favour of the Company of HK\$1.00 (or in an equivalent amount in RMB) by way of consideration for the grant thereof is received by the Company on or before the relevant Acceptance Date (or such other later time agreed by the Company). Such remittance or payment shall in no circumstances be refundable.
- 4.4 Any offer to grant an Option may be accepted in respect of less than the number of Shares for which it is offered provided that it must be accepted in respect of one board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof or such other number as agreed by the Board and such number is clearly stated in the written response constituting acceptance of the Option in the manner as set out in paragraph 4.3. To the extent that the offer to grant an Option is not accepted by the Acceptance Date, it shall be deemed to have been irrevocably declined unless otherwise agreed by the Company.
- 4.5 The Options shall not be listed or dealt with on the Stock Exchange.
- 4.6 An Option and an offer to grant an Option shall be personal to the Grantee and shall not be transferable or assignable, save and except for any transfer of Option pursuant to paragraphs 6.4(a) and 6.4(b) of this Scheme or any transfer of Option which is otherwise approved by the Board. Save as otherwise provided in this paragraph 4.6, no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any Option held by him or any offer relating to the grant of an Option made to him or attempt to do so (save that the Grantee may nominate a nominee in whose name the Shares issued pursuant to this Scheme may be registered). If the Grantee under this Scheme is a company or a discretionary trust, such Grantee shall undertake to the Company that it will not permit any change of the ultimate beneficial ownership of such Option. Any breach of the foregoing shall entitle the Company to cancel any outstanding Options or any part thereof granted to such Grantee.

- 4.7 For the avoidance of doubt, any holder of Options transferred pursuant to the terms of this Scheme shall be subject to the same terms and conditions of the offer to grant an Option extended to the initial Grantee including but not limited to the exercise price of the Option.

5. EXERCISE PRICE

- 5.1 The Exercise Price in relation to each Option offered to an Eligible Participant shall, subject to the adjustments referred to in paragraph 9, be a price representing not less than the par value of a Share.

- 5.2 Subject to Applicable Laws, the Grantee is entitled to choose the following type of consideration to be paid for the Shares to be issued upon exercise of Options under the Scheme:

- (a) cash;
- (b) payment through a broker-dealer sale and remittance procedure pursuant to which the Grantee (A) shall provide written instructions to a Company designated brokerage firm to effect the immediate sale of some or all of the purchased Shares and remit to the Company sufficient funds to cover the aggregate Exercise Price payable for the purchased Shares and (B) shall provide written directives to the Company to deliver the certificates for the purchased Shares directly to such brokerage firm in order to complete the sale transaction; or
- (c) any combination of the foregoing methods of payment.

6. EXERCISE OF OPTIONS

- 6.1 Subject to paragraphs 6.2 and 6.4, an Option shall be personal to the Grantee and shall not be assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any Option or attempt so to do, and shall be exercised in whole or in part and, other than where it is exercised to the full extent outstanding, shall be exercised in one board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof or such other number as agreed by the Board, by the Grantee by giving notice in writing to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance or payment and/or such other written instructions and directives as provided under paragraph 5.2 (where applicable) for the full amount of the Exercise Price for the Shares in respect of which the notice is given. Within 10 Business Days after receipt of the notice and the remittance or payment and/or such other written instructions and directives as provided under paragraph 5.2 (where applicable), and, where appropriate, receipt of the certificate by the Auditors or the approved independent financial adviser as the case may be pursuant to paragraph 9, the Company shall allot and issue the relevant number of Shares to the Grantee credited as fully paid and issue to the Grantee certificates in respect of the Shares so allotted.
- 6.2 Each of the Grantees to whom an Option has been granted under this Scheme shall be entitled to exercise his/her Option in the following manner (unless otherwise agreed by the Board in writing):

- (a) up to 25% of the Shares that are subject to the Option so granted to him/her (rounded down to the nearest whole number) at any time during the period commencing from the first anniversary of the Listing Date and ending on the second anniversary of the Listing Date;
 - (b) up to 50% of the Shares that are subject to the Option so granted to him/her (rounded down to the nearest whole number) less the number of Shares in respect of which the Option has been exercised at any time during the period commencing from the second anniversary of the Listing Date and ending on the third anniversary of the Listing Date;
 - (c) up to 75% of the Shares that are subject to the Option so granted to him/her (rounded down to the nearest whole number) less the number of Shares in respect of which the Option has been exercised at any time during the period commencing from the third anniversary of the Listing Date and ending on the fourth anniversary of the Listing Date; and
 - (d) up to 100% of the Shares that are subject to the Option so granted to him/her less the number of Shares in respect of which the Option has been exercised at any time during the period commencing from the fourth anniversary of the Listing Date and ending on the expiry of the Option Period.
- 6.3 The exercise of any Option shall be subject to the shareholders of the Company in general meeting approving any necessary increase in the authorised share capital of the Company (if applicable).
- 6.4 Subject as hereinafter provided, an Option may be exercised by a Grantee at any time during the Option Period provided that:
- (a) in the event of the Grantee ceasing to be an Eligible Participant by reason of the expiration of his employment contract without renewal, retirement, internal reorganisation of the Company, or in the case of a Grantee who is a director of the Company, ceasing to hold the office of director (other than by reason of, ill-health, injury, disability or the termination of his relationship with the Company and/or any of the Subsidiaries and/or any of the Invested Entities on one or more of the grounds specified in paragraph 7(c), the Grantee may exercise the Options up to his entitlement at the date of cessation of being an Eligible Participant (to the extent not already exercised, excluding the Options which have not become exercisable pursuant to paragraph 6.2 hereof (such Options, the “**Non-exercisable Options**”) within the period of three months (or such longer period as the Board may determine) following the date of such cessation (which date shall be, in relation to a Grantee who is an Eligible Participant by reason of his employment with the Company or any of the Subsidiaries, the last actual working day with the Company or the relevant Subsidiary or the relevant Invested Entity whether salary is paid in lieu of notice or not) and upon expiry of the said three-month period (or such longer period as the Board may determine), any outstanding Options (including any Non-exercisable Options, if applicable) granted to the Grantee to the extent not already exercised shall be automatically lapsed, or be transferred, if otherwise decided by the Board, to any other Eligible Participant designated by the Board from time to time at HK\$1.00 (or in an equivalent amount in RMB);

- (b) in the case of the Grantee ceasing to be an Eligible Participant by reason of death and none of the events which would be a ground for termination of his relationship with the Company and/or any of the Subsidiaries and/or any of the Invested Entities under paragraph 7(c) has occurred, the Personal Representative(s) of the Grantee shall be entitled within a period of 12 months (or such longer period as the Board may determine) from the date of his/her death or such other period to be determined by the Board from time to time to exercise the Options in full (to the extent not already exercised, excluding any Non-exercisable Options) and upon expiry of the said 12-month period (or such longer period as the Board may determine), all outstanding Options (including any Non-exercisable Options, if applicable) granted to the Grantee to the extent not already exercised shall be automatically lapsed or be transferred, if otherwise decided by the Board, to any other Eligible Participant designated by the Board from time to time at HK\$1.00 (or in an equivalent amount in RMB).

Notwithstanding the above or Section 7(c) hereof, the Board shall, upon occurrence of any events mentioned in Sections 6.4(a), 6.4(b) or 7(c) hereof, have the sole discretion to determine (a) whether or not to retain (in full or in part) the Non-exercisable Options of any Grantee (such retained Options, the “**Retained Options**”) ; and/or (b) the manner in accordance with which the outstanding Options (including the Retained Options, if applicable) held by such Grantee shall be exercised, *provided* that section 5.1 of this Scheme and the Scheme Limit will continue to be complied with.

- 6.5 No dividends shall be payable in relation to the Shares that are the subject of Options that have not been exercised. The Shares to be allotted upon the exercise of an Option shall not carry voting rights until completion of the registration of the Grantee (or such other person nominated by the Grantee) as the holder thereof. Subject as aforesaid, the Shares to be allotted upon the exercise of an Option shall be subject to all the provisions of the Articles and shall rank *pari passu* in all respects with and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation of the Company as attached to the fully-paid Shares in issue on the date of issue, in particular but without prejudice to the generality of the foregoing, in respect of voting, transfer and other rights including those arising on a liquidation of the Company and rights in respect of any dividend or other distributions paid or made on or after the date of issue. Shares issued on the exercise of an Option shall not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment.

7. LAPSE OF OPTION

An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:-

- (a) the Expiry Date relevant to that Option;
- (b) the date of commencement of the winding-up of the Company (as determined in accordance with the Companies Law);
- (c) the date on which the Grantee ceases to be an Eligible Employee for any reason or on any ground, including the Grantee’s voluntary resignation, dismissal, or any other circumstances resulting in the Grantee no longer

being an Eligible Employee; and

- (d) the date on which the Board shall exercise the Company's right to cancel the Option at any time after the Grantee commits a breach of the provisions of paragraph 4.6 or the Options are cancelled in accordance with paragraph 14.

8. **MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION**

- 8.1 The maximum number of Shares in respect of which Options may be granted shall be the maximum number of Shares that will be issued upon exercise of the Original Options pursuant to the adjustment mechanism and relevant terms specified in the Merger Agreement ("**Scheme Limit**").
- 8.2 Subject to the above, the number of Option and Shares subject to this Scheme can be adjusted according to paragraph 9 in case that the Auditors or the approved independent financial adviser, which shall act as experts and not arbitrators, shall certify in writing to the Board that any such alterations, in their opinion, are fair and reasonable.

9. **CAPITAL RESTRUCTURING**

- 9.1 In the event of any capitalisation issue, rights issue, open offer (if there is a price dilutive element), sub-division, consolidation of shares, or reduction of capital of the Company in accordance with applicable laws and regulatory requirements, such corresponding alterations (if any) shall be made (except on an issue of securities of the Company as consideration in a transaction which shall not be regarded as a circumstance requiring alteration or adjustment) in:

- (a) the number of Shares subject to any outstanding Options so far as unexercised;
- (b) the Exercise Price; and/or
- (c) the Scheme Limit,

as the Auditors or the approved independent financial adviser shall at the request of the Company or any Grantee, certify in writing either generally or as regards any particular Grantee, to be in their opinion fair and reasonable, provided that any such alterations shall be made on the basis that a Grantee shall have the same proportion of the equity capital of the Company (as interpreted in accordance with the Supplementary Guidance) as that to which he was entitled to subscribe had he exercised all the Options held by him immediately before such adjustments and the aggregate Exercise Price payable by a Grantee on the full exercise of any Option shall remain as nearly as possible the same as (but shall not be greater than) it was before such event and that no such alterations shall be made if the effect of such alterations would be to enable a Share to be issued at less than its nominal value. The capacity of the Auditors or the approved independent financial adviser, as the case may be, in this paragraph is that of experts and not arbitrators and their certificate shall, in the absence of manifest error, be final and conclusive and binding on the Company and the Grantees. Any adjustment to be made in accordance with this paragraph shall comply with the Listing Rules, the Supplementary Guidance and any future

guidance/interpretation of the Listing Rules issued by the Stock Exchange from time to time.

- 9.2 In respect of any adjustments required by paragraph 9.1, other than any made on a capitalisation issue, the Auditors or the approved independent financial adviser, as the case may be, shall confirm to the Board in writing that the adjustments satisfy the requirements set out in the Listing Rules and the note thereto and the Supplementary Guidance and/or such other requirement prescribed under the Listing Rules from time to time (as applicable).

10. SUFFICIENT SHARE CAPITAL

The Board shall at all times set aside for the purposes of this Scheme, out of the authorised but unissued share capital of the Company, such number of Shares as the Board may from time to time determine to be sufficient to meet subsisting requirements for the exercise of outstanding Options.

11. DISPUTES

Any dispute arising in connection with this Scheme (whether as to the number of Shares subject to an Option, the amount of the Exercise Price or otherwise) shall be referred to the Auditors who shall act as experts and not as arbitrators and whose decision shall, in the absence of manifest error, be final, conclusive and binding on all persons who may be affected thereby.

12. ALTERATION OF THIS SCHEME

- 12.1 The terms and conditions of this Scheme and the regulations for the administration and operation of this Scheme (provided that the same are not inconsistent with this Scheme and the Listing Rules) may be altered in any respect by resolution of the Board except that:

- (a) any alteration to the definitions of "Eligible Participant", "Grantee" and "Option Period" in paragraph 1.1 and the provisions in paragraphs 3, 4, 5, 6, 7, 8, 9, 13, 14 and this paragraph 12;
- (b) any alteration to the provisions in paragraphs 3, 4, 5, 6, 7, 8, 9, this paragraph 12, paragraph 13, and paragraph 14;
- (c) any material modification to the terms and conditions of this Scheme;
- (d) any alteration to the terms of Options already granted; and
- (e) any amendment to the powers of the Board to alter the terms of this Scheme,

must be made with the prior approval of the shareholders of the Company in general meeting PROVIDED THAT no alteration shall operate to affect adversely the terms of issue of any Option granted or agreed to be granted prior to such alteration or to reduce the proportion of the equity capital to which any person was entitled pursuant to such Option prior to such alteration except with the written consent or approval of Grantees holding in aggregate Options which if exercised in full on the date immediately preceding that on which such consent is obtained would entitle

them to the issue of three-fourths in nominal value of all Shares which would fall to be issued upon the exercise of all Options outstanding on that date; or

During the term of this Scheme, the Company shall promptly provide all Grantees with details of any amendments to the terms of this Scheme upon such amendments becoming effective.

In respect of any meeting of Grantees referred to in paragraph 12.1, all the provisions of Articles as to general meetings of the Company shall mutatis mutandis apply as though the Options were a class of shares forming part of the capital of the Company except that:-

- (f) not less than seven days' notice of such meeting shall be given;
- (g) a quorum at any such meeting shall be two Grantees present in person or by proxy and holding Options entitling them to the issue of one-tenth in nominal value of all Shares which would fall to be issued upon the exercise of all Options then outstanding unless there is only one Grantee holding all Options then outstanding, in which case the quorum shall be one Grantee;
- (h) every Grantee present in person or by proxy at any such meeting shall be entitled on a show of hands to one vote, and on a poll, to one vote for each Share to which he would be entitled upon exercise in full of his Options then outstanding;
- (i) any Grantee present in person or by proxy may demand a poll; and
- (j) if any such meeting is adjourned for want of a quorum, such adjournment shall be to such date and time, not being less than seven or more than fourteen days thereafter, and to such place as may be appointed by the chairman of the meeting. At any adjourned meeting those Grantees who are then present in person or by proxy shall form a quorum and at least seven days' notice of any adjourned meeting shall be given in the same manner as for an original meeting and such notice shall state that those Grantees who are then present in person or by proxy shall form a quorum.

13. TERMINATION

- 13.1 The shareholders of the Company or the Board may at any time resolve to terminate the operation of this Scheme and in such event no further Options shall be offered but the provisions of this Scheme shall remain in force to the extent necessary to give effect to the exercise of any Option granted prior to the termination or otherwise as may be required in accordance with the provisions of this Scheme and Options granted prior to such termination shall continue to be valid and exercisable in accordance with this Scheme.
- 13.2 Details of the Options granted, including Options exercised or outstanding, under this Scheme shall be disclosed in the circular to shareholders of the Company seeking approval of the new scheme established after the termination of this Scheme.

14. CANCELLATION OF OPTIONS

The cancellation of any Options granted but not yet exercised must be approved by the Board, provided that the relevant Grantees and their associates (if they are directors of the Company) shall abstain from voting. For the avoidance of doubt, such approval is not required in the event any Option is cancelled pursuant to paragraph 4.6.

15. DISCLOSURE IN LISTING DOCUMENTS AND ANNUAL AND INTERIM REPORTS

The Board shall procure that details of this Scheme and Other schemes of the Company and its Subsidiaries are disclosed in the listing documents of the Company and the annual reports and interim reports of the Company in compliance with the Listing Rules in force from time to time.

16. GENERAL

16.1 The Company shall bear the costs of establishing and administering this Scheme (including the costs of the Auditors or the approved independent financial advisor, as the case may be, in relation to the preparation of any certificate or the provision of any other services in relation to this Scheme).

16.2 A Grantee shall be entitled to inspect copies of all notices and other documents sent by the Company to its shareholders at the same time or within a reasonable time of any such notices or documents being sent, which shall be made available to him, during normal office hours at the Company's principal place of business in Hong Kong.

16.3 Any notices, documents or other communication between the Company and a Grantee shall be in writing and may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its principal place of business in Hong Kong and, in the case of the Grantee, his address in Hong Kong as notified to the Company from time to time.

16.4 Any notice or other communication served:

- (a) by the Company shall be deemed to have been served 48 hours after the same was put in the post or if delivered by hand, when delivered; and
- (b) by the Grantee shall not be deemed to have been received until the same shall have been received by the Company.

16.5 All allotments and issues of Shares pursuant to this Scheme shall be subject to any necessary consents under the relevant laws, enactments or regulations for the time being to which the Company is subject. A Grantee shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction for, or in connection with the grant or exercise of an Option. The Company shall not be responsible for any failure by a Grantee to obtain any such consent or for any tax or other liability to which a Grantee may become subject as a result of his participation in this Scheme.

16.6 This Scheme shall not confer on any person any legal or equitable rights (other than

those constituting the Options themselves) against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company.

16.7 This Scheme shall not form part of any contract of employment between the Company or any of the Subsidiaries or any of the Invested Entities and any Eligible Participant who is an employee of the Company and/or any of the Subsidiaries and/or any of the Invested Entities and the rights and obligations of any Eligible Participant under the terms of his office or employment shall not be affected by his participation in it and this Scheme shall afford such an Eligible Participant no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.

16.8 Should any of the terms and conditions in this Scheme be in conflicts with the applicable laws, Listing Rules and takeovers codes, such terms and conditions shall be terminated or amended as required by the laws or relevant Stock Exchange.

17. **GOVERNING LAW**

This Scheme and all Options granted hereunder are governed by and shall be construed in accordance with the laws of Hong Kong.