

JUSTIN ALLEN HOLDINGS LIMITED

SHARE OPTION SCHEME

**Adopted at the annual general meeting
held on [8] June 2023**

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JUSTIN ALLEN HOLDINGS LIMITED
(Incorporated in the Cayman Islands with limited liability)

RULES OF THE SHARE OPTION SCHEME

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 which date shall be not later than 14 days after the Offer Date;

“**Adoption Date**” means [8] June 2023, the date on which this Scheme was conditionally adopted by an ordinary resolution of the shareholders of the Company;

“**approved independent financial adviser**” means such independent financial adviser as approved by the Board;

“**Articles**” means the memorandum of association 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 or a duly authorised committee thereof;

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

“**Commencement Date**” means, in respect of an Option, the date upon which the Option Period commences;

“**Companies Law**” means the Companies Law of the Cayman Islands as amended and every statutory modification or re-enactment thereof for the time being in effect;

“**Company**” means Justin Allen Holdings Limited, a company incorporated in the Cayman Islands;

“**Core Connected Person**” has the meaning ascribed to it in the Listing Rules;

“**Effective Date**” means the date on which this Scheme is adopted;

“**Eligible Participants**” means participants of this Scheme which comprise (i) Employee Participants, (ii) Related Entity Participants, and (iii) Service Providers;

Rule
17.03A(1)

“Employee Participants” means directors and employees of any member of the Group (including persons who are granted options or awards under the scheme as an inducement to enter into employment contracts with any member of the Group);

Rule
17.03A(1)(a)

“Exercise Date” means the date of the notice given by the Grantee in respect of the exercise of the Option in accordance with paragraph 7.1;

“Exercise Price” means the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option as determined by the Board 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 in accordance with the rules of this Scheme;

“Group” means the Company and its subsidiaries, and **“member of the Group”** shall be construed accordingly;

“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;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time;

“New Approval Date” has the meaning given in paragraph 9.2;

“New Scheme Limit” has the meaning given in paragraph 9.2;

“Offer Date” means in respect of an Option, the date on which such Option is offered in writing to an Eligible Participant (which must be a Business Day);

“Option” means a right granted by the Company under the Scheme, which right permits (but does not obligate) a Grantee to subscribe for Shares in accordance with the terms of this Scheme;

“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 ten (10) years commencing on the Offer Date;

Rule 17.03(5)

“other schemes” means other than this Scheme, all the schemes involving the grant by the Company of options or awards 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 or awards 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 Chapter 17 of the Listing Rules;

“Personal Representatives” 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;

“**Related Entity Participants**” means directors and employees of the holding companies, fellow subsidiaries or associated companies of the Company;

Rule
17.03A(1)(b)

“**this Scheme**” means the share option scheme, the rules of which are set out in this document in its present or any amended form;

“**Scheme Mandate Limit**” has the meaning ascribed to it in paragraph 9;

“**Scheme Period**” means a period commencing on the Adoption Date and ending on the tenth (10th) anniversary of the Effective Date (both dates inclusive);

Rule
17.03(11)

“**Service Providers**” means persons who provide services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of the Group and falls with the categories set out in paragraph 4.3;

Rule
17.03A(1)(c)

“**Service Provider Sublimit**” has the meaning ascribed to it in paragraph 9;

“**Shares**” means ordinary shares of HK\$0.01 each 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**” has the meaning ascribed to it in the Listing Rules;

“**substantial shareholder**” has the meaning ascribed to it in the Listing Rules; and

“**Vesting Period**” means the vesting period as described in paragraph 7.6 of this Scheme.

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**

2.1 This Scheme shall take effect subject to and is conditional upon:

- (a) the passing of the necessary resolutions by the Board and the shareholders of the Company to approve and adopt the rules of this Scheme; and
- (b) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the Shares falling to be issued pursuant to the exercise of Options under this Scheme.

2.2 Unless otherwise approved by the Board, if the conditions in paragraph 2.1 are not satisfied within six calendar months from the Adoption Date:

- (a) this Scheme shall forthwith terminate; and
- (b) no person shall be entitled to any rights or benefits or be under any obligation under or in respect of this Scheme or any Option.

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 Company and/or any of its Subsidiaries, to retain high-calibre employees and to maintain long term relationships with Service Providers.

Rule 17.03(1)

3.2 Subject to paragraph 14 and fulfilment of the conditions in paragraph 2.1, this Scheme shall be valid and effective during the Scheme Period after which no further Options shall be offered 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.

3.3 This Scheme shall be subject to the administration of 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. The Board shall have the right to (i) interpret and construe the provisions of the Scheme, (ii) determine the persons who will be awarded Options under the Scheme, and the number and Exercise Price of Options awarded thereto, (iii) make such appropriate and equitable adjustments to the terms of Options granted under the Scheme as it deems necessary and (iv) make such other decisions or determinations as it shall deem appropriate in the administration of the Scheme.

4. **OPTIONS**

4.1 The Board shall, subject to and in accordance with the provisions of this Scheme and the

Rule 17.03(4)
Rule 17.03(4),
note
Rule
17.03D(1)

Listing Rules, be entitled to but shall not be bound, at any time on any Business Day during the Scheme Period to offer to grant an Option to any Eligible Participant whom the Board may in its absolute discretion select and subject to such conditions as it may think fit, PROVIDED THAT, subject to paragraph 4.2 below, the maximum number of Shares in respect of which Options may be granted under this Scheme to any Eligible Participant, shall not, when aggregated with:

- (a) any Shares issued upon exercise of Options or options or awards under any other schemes which have been granted to that Eligible Participant;
- (b) any Shares which would be issued upon the exercise of outstanding Options or options or awards under any other schemes granted to that Eligible Participant; and
- (c) any Shares which were the subject of Options or options or awards under any other schemes which had been granted to and accepted by that Eligible Participant but were subsequently cancelled (but for the avoidance of doubt, excluding any options and awards lapsed in accordance with the terms of the relevant scheme),

in any 12-month period up to and including the Offer Date, exceed one (1) per cent. of the number of Shares in issue on the Offer Date.

4.2 If the Board determines to offer Options to an Eligible Participant which exceed the limit set out in paragraph 4.1:

- (a) that grant shall be subject to (i) the issue of a circular by the Company to its shareholders which shall comply with Rules 17.02(2)(d), 17.03D(2) and 17.06 of the Listing Rules and/or such other requirements as prescribed under the Listing Rules from time to time; and (ii) the approval of the shareholders of the Company in general meeting at which that Eligible Participant and his close associates (as defined in the Listing Rules) (or associates if the participant is a connected person) shall abstain from voting. The numbers and terms (including the exercise price) of Options to be granted must be fixed before the approval of the shareholders of the Company; and Rule 17.03D(1)(2)
- (b) unless provided otherwise in the Listing Rules, the date of the Board meeting at which the Board resolves to grant the proposed Options to that Eligible Participant shall be taken as the Offer Date for the purpose of calculating the Exercise Price.

4.3 Service Providers shall include persons who provide services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of the Group and excludes (for the avoidance of doubt) (i) placing agents or financial advisers providing advisory services for fund-raising, mergers or acquisitions, (ii) professional service providers (such as auditors or valuers) who provide assurance, or are required to perform their services with impartiality and objectivity, who falls under the following category or categories or who may meet with the eligibility criteria below: Rule 17.03A(2)

- (a) Suppliers and sub-contractors;
- (b) Contractors, agents, consultants and advisers; or

(c) Business and joint venture partners.

4.4 If the Board determines to offer an Option to an Eligible Participant in accordance with paragraph 4.1, the Board shall forward to the relevant Eligible Participant an offer document in such form as the Board may from time to time determine which states (or, alternatively, documents accompanying the offer document which state) (the “**Offer Document**”), among others:-

- (a) the Eligible Participant’s name, address and occupation;
- (b) the Offer Date;
- (c) the Acceptance Date;
- (d) the Commencement Date or, if the Option Period does not commence on the Commencement Date, the date of commencement of the Option Period;
- (e) the Vesting Period;
- (f) the number of Shares in respect of which the Option is offered;
- (g) the Exercise Price and the manner of payment of the Exercise Price for the Shares on and in consequence of the exercise of the Option;
- (h) the Expiry Date in relation to that Option;
- (i) the method of acceptance of the Option which shall, unless the Board otherwise determines, be as set out in paragraph 4.5; and
- (j) such other terms and conditions (including, without limitation, any performance targets which must be achieved before the Option can be exercised) relating to the offer of the Option which in the opinion of the Board are fair and reasonable but not being inconsistent with this Scheme and the Listing Rules.

4.5 An Option shall be deemed to have been granted and accepted by the Grantee and to have taken effect when the duplicate Offer Document constituting acceptance of the Option duly signed by the Grantee, together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof, is received by the Company on or before the relevant Acceptance Date. Such remittance shall in no circumstances be refundable and shall be deemed as part payment of the Exercise Price.

Rule 17.03(8)

4.6 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 a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the duplicate Offer Document constituting acceptance of the Option in the manner as set out in paragraph 4.5. 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.

4.7 The Options shall not be listed or dealt in on the Stock Exchange.

4.8 Save for a transfer of Option to a vehicle for the benefit of the Grantee and any family members of such Grantee which is subject to the grant of waiver by the Stock Exchange, an Option and an offer to grant an Option shall be personal to the Grantee and shall not be

Rule 17.03(10)
Rule 17.03(17)
Rule 17.03(17),
note

transferable or 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 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). Any breach of the foregoing shall entitle the Company to cancel any outstanding Options or any part thereof granted to such Grantee.

4.9 For so long as the Shares are listed on the Stock Exchange, the Board shall not grant any Option after a price-sensitive event has occurred or price-sensitive information has come to its knowledge or a price-sensitive matter has been the subject of a decision until such price-sensitive information has been announced pursuant to the requirements of the Listing Rules. In particular, no Options shall be granted during the period commencing one month immediately preceding the earlier of:

Rule 17.05

- (a) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
- (b) the deadline for the Company to publish an announcement of results for (i) any year or half-year period in accordance with the Listing Rules, and (ii) where the Company has elected to publish them, results for any quarterly or any other interim period,

and ending on the actual date of publication of the results for such year, half year, quarterly or interim period (as the case may be).

4.10 For so long as the Shares are listed on the Stock Exchange:

- (a) no Options shall be granted during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (b) during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

5. **OPTIONS TO DIRECTORS, CHIEF EXECUTIVE OR SUBSTANTIAL SHAREHOLDERS OF THE COMPANY OR ANY OF THEIR RESPECTIVE ASSOCIATES**

5.1 Subject to paragraphs 4.2, 5.2 and 9.3, if the Board determines to offer to grant Options to a director, chief executive or substantial shareholder of the Company or any of their respective associates, such grant shall be subject to the approval by the independent non-executive directors of the Company (and in the event that the Board offers to grant Options to an independent non-executive director of the Company, the vote of such independent non-executive director shall not be counted for the purposes of approving such grant).

Rule 17.04(1)

If the Board determines to offer to grant Options to an independent non-executive director or a substantial shareholder of the Company (or any of their respective associates) and

Rule 17.04(3)

that grant would result in the Shares issued and to be issued in respect of all options and awards granted (excluding any options and awards lapsed in accordance with the terms of this Scheme) to such person under this Scheme and any other schemes in the 12-month period up to and including the Offer Date representing in aggregate over 0.1 per cent. of the Shares in issue on the Offer Date, such grant shall be subject to, in addition to the approval of the independent non-executive directors of the Company as referred to under paragraph 5.1, the issue of a circular by the Company to its shareholders and the approval of the shareholders of the Company in general meeting convened and held in accordance with the Articles at which the grantee, his/he associates and all Core Connected Persons of the Company shall abstain from voting in favour of the resolution concerning the grant of such Options at the general meeting, and/or such other requirements prescribed under the Listing Rules from time to time.

Rule 17.04(4)

5.2 The circular to be issued by the Company to its shareholders pursuant to paragraph 5.2 shall contain the following information:

- (a) details of the number and terms (including the Exercise Price and other information as required under Rules 17.03(5) to 17.03(10) and Rule 17.03(19) of the Listing Rules) of the Options to be granted to each Eligible Participant which must be fixed before the shareholders' meeting; and the date of the Board meeting at which the Board proposes to grant the proposed Options to that Eligible Participant shall be taken as the date of grant for the purpose of calculating the Exercise Price;
- (b) the views of the independent non-executive directors of the Company (excluding any independent non-executive director who is also a Grantee of the proposed Options) as to whether the terms of the Grant are fair and reasonable and whether such grant is in the interests of the Company and its shareholders as a whole, and their recommendation to the independent shareholders of the Company as to voting;
- (c) the information required under Rules 17.02(2)(c) of the Listing Rules; and
- (d) the information required under Rule 2.17 of the Listing Rules.

Rule 17.04(5)

5.3 Any change in the terms of Options granted to a participant who is a director, chief executive or substantial shareholder of the Company, or any of their respective associates, must be approved by the Shareholders in the manner as at out in paragraph 5.2 if the initial grant of the Options requires such approval (except where the changes take effect automatically under the existing terms of this Scheme).

Rule 17.04
Note (1)

5.4 The requirements for the grant to a director or chief executive of the Company set out in this paragraph 5 do not apply where the participant is only a proposed director or chief executive of the Company.

Rule 17.04
Note (2)

6. EXERCISE PRICE

The Exercise Price in relation to each Option offered to an Eligible Participant shall, subject to the adjustments referred to in paragraph 10, be determined by the Board in its sole discretion. However, of the Exercise Price must be at least the higher of:

Rule 17.03(9)
Rule 17.03E

- (a) the closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange on the Offer Date;

- (b) the average closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange for the five (5) Business Days immediately preceding the Offer Date; and
- (c) the nominal value of a Share.

7. EXERCISE OF OPTIONS

7.1 Subject to paragraphs 7.2, 7.3 and 7.4, an Option shall be exercised in whole or in part and, other than where it is exercised to the full extent outstanding, shall be exercised in integral multiples of such number of Shares as shall represent one board lot for dealing in Shares on the Stock Exchange for the time being, by the Grantee 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 for the full amount of the Exercise Price for the Shares in respect of which the notice is given. Within 30 days after receipt of the notice and the remittance and, where appropriate, receipt of the certificate by the approved independent financial adviser as the case may be pursuant to paragraph 10, 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.

7.2 Unless otherwise provided in the respective Grantee's Offer Document, each of the Grantees to whom an Option has been granted under this Scheme shall be entitled to exercise his Option in the following manner:

- (a) up to 25 per cent. of the Shares that are subject to the Option so granted to him (rounded down to the nearest whole number) at any time during the period commencing from the Commencement Date and ending on the expiry of the Option Period;
- (b) up to 50 per cent. of the Shares that are subject to the Option so granted to him (rounded down to the nearest whole number) at any time during the period commencing from the first anniversary of the Commencement Date and ending on the expiry of the Option Period;
- (c) up to 75 per cent. of the Shares that are subject to the Option so granted to him (rounded down to the nearest whole number) at any time during the period commencing from the second anniversary of the Commencement Date and ending on the expiry of the Option Period; and
- (d) up to 100 per cent. of the Shares that are subject to the Option so granted to him at any time during the period commencing from the third anniversary of the Commencement Date and ending on the expiry of the Option Period.

7.3 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.

7.4 Unless otherwise provided in the respective Grantee's Offer Document, subject as hereinafter provided and only to the extent to which the Option is exercisable pursuant to Section 7.2 hereof but is not exercised, an Option may be exercised by a Grantee at any time or times during the Option Period provided that:

- (a) in the event of the Grantee ceasing to be an Eligible Participant for any reason

other than on his death, ill-health, injury, disability or the termination of his relationship with the Company and/or any of its Subsidiaries on one or more of the grounds specified in paragraph 8(e), the Grantee may exercise the Option up to his entitlement at the date of cessation of being an Eligible Participant (to the extent not already exercised) within the period of one month (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 its Subsidiaries, the last actual working day with the Company or the relevant Subsidiary whether salary is paid in lieu of notice or not);

- (b) in the case of the Grantee ceasing to be an Eligible Participant by reason of death, ill-health, injury or disability (all evidenced to the satisfaction of the Board) and none of the events which would be a ground for termination of his relationship with the Company and/or any of its Subsidiaries under paragraph 8(e) has occurred, the Grantee or 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 cessation of being an Eligible Participant or death to exercise the Option in full (to the extent not already exercised);
- (c) if a general offer (whether by way of take-over offer, share repurchase offer or scheme of arrangement or otherwise in like manner) is made to all the holders of Shares (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or in concert with the offeror), the Company shall use its best endeavours to procure that such offer is extended to all the Grantees (on the same terms *mutatis mutandis*, and assuming that they shall become, by the exercise in full of the Options granted to them, shareholders of the Company). If such offer, having been approved in accordance with applicable laws and regulatory requirements, becomes, or is declared unconditional, the Grantee (or his legal personal representative(s)) shall be entitled to exercise his Option in full (to the extent not already exercised) at any time within 14 days after the date on which such general offer becomes or is declared unconditional;
- (d) if a compromise or arrangement between the Company and its shareholders and/or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice thereof to all the Grantees (together with a notice of the existence of the provisions of this paragraph) on the same day as it despatches to shareholders and/or creditors of the Company a notice summoning the meeting to consider such a compromise or arrangement, and thereupon each Grantee shall be entitled to exercise all or any of his Options in whole or in part at any time prior to 12 noon (Hong Kong time) on the Business Day immediately preceding the date of the meeting directed to be convened by the relevant court for the purposes of considering such compromise or arrangement and if there is more than one meeting for such purpose, the date of the first meeting. With effect from the date of such meeting, the rights of all Grantees to exercise their respective Options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all Options shall, to the extent that they have not been exercised, lapse and determine. The Board shall endeavour to procure that the Shares issued as a result of the exercise of Options in such circumstances shall for the purposes of such compromise or arrangement form part of the issued share capital of the Company on the effective date thereof

and that such Shares shall in all respects be subject to such compromise or arrangement. If for any reason such compromise or arrangement is not approved by the relevant court (whether upon the terms presented to the relevant court or upon any other terms as may be approved by such court) the rights of the Grantees to exercise their respective Options shall with effect from the date of the making of the order by the relevant court be restored in full) as if such compromise or arrangement had not been proposed by the Company and no claim shall lie against the Company or any of its officers for any loss or damage sustained by any Grantee as a result of the aforesaid suspension; and

- (e) in the event a notice is given by the Company to its shareholders to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all Grantees and thereupon, each Grantee (or in the case of the death of the Grantee, his Personal Representative(s)) shall be entitled to exercise all or any of his Options at any time not later than two Business Days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate Exercise Price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot and issue the relevant Shares to the Grantee credited as fully paid.

- 7.5 No dividends shall be payable in relation to 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 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. Rule 17.03(10)
Rule 17.03(15)
- 7.6 The vesting period for all Options granted under this Scheme (the “**Vesting Period**”) shall be the period starting from the Offer Date and ending on the date that the respective Grantee becomes entitled to exercise his Option. The Vesting Period shall not be less than twelve (12) months. A Grantee’s Option shall vest in accordance with the same percentage and schedule as such Grantee becomes entitled to exercise his Option with respect to up to 100 per cent. of the Shares that are subject to his Option. Rule 17.03(6)
Rule 17.03F
- 7.7 A shorter vesting period may be granted to the Eligible Participants at the discretion of the Board in any of the following circumstances:
 - (a) grants of “make-whole” Options to new joiners to replace the share awards or options they forfeited when leaving the previous employer;
 - (b) grants to an Eligible Participant whose employment is terminated due to death or disability or occurrence of any out of control event;

- (c) grants that are made in batches during a year for administrative and compliance reasons, which include Options that should have been granted earlier if not for such administrative or compliance reasons but had to wait for subsequent batch. In such case, the vesting period may be shorter to reflect the time from which the Option would have been granted;
- (d) grants with a mixed or accelerated vesting schedule such as where the Option may vest evenly over a period of 12 months; and
- (e) grants with performance-based vesting conditions in lieu of time-based vesting criteria.

7.8 Options granted under this Scheme shall be subject to such vesting conditions as set forth in this Scheme and the respective Grantee's Offer Document. Unless otherwise approved by the Board in writing, (i) the vesting schedule requires continued employment of or service by the respective Grantee through each applicable vesting date as a condition to the vesting of the applicable percentage of the Option and the rights and benefits under this Scheme and the respective Grantee's Offer Document, and (ii) employment or service for only a portion of the respective vesting period, even if a substantial portion, will not entitle the respective Grantee to any proportionate vesting of the Option. For the avoidance of doubt, subject to the terms of the Offer Document, there is no specific performance target that must be achieved before an Option could be exercised by the Grantee and there is no clawback mechanism to recover or withhold the remuneration (which may include any options granted) to any Grantee. .

Rule 17.03(7)
Rule
17.03(19)

8. LAPSE OF OPTION

Unless otherwise provided in the respective Grantee's Offer Document, an Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:-

Rule 17.03(12)

- (a) the Expiry Date relevant to that Option;
- (b) the expiry of any of the periods referred to in paragraph 7.4(a), (b), (c), (d) or (e);
- (c) the date on which the scheme of arrangement of the Company referred to in paragraph 7.4(d) becomes effective;
- (d) the date of commencement of the winding-up of the Company (as determined in accordance with the Companies Law);
- (e) the date on which the Grantee ceases to be an Eligible Participant by reason of his resignation or dismissal, or by reason of the termination of his relationship with the Company and/or any of its Subsidiaries on any one or more of the grounds that he has been guilty of serious misconduct or has been convicted of any criminal offence involving his integrity or honesty or in relation to an employee or consultant of the Company and/or any of its Subsidiaries (if so determined by the Board) on any other ground on which an employer would be entitled to unilaterally terminate his employment or service at common law or pursuant to any applicable laws or under the Grantee's service contract with the Company or the relevant Subsidiary. A resolution of the Board or the board of directors of the relevant Subsidiary to the effect that the relationship of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph shall be

conclusive;

- (f) the date that is thirty (30) days after the date on which the Grantee is terminated by the Company and/or any of its Subsidiaries on a ground other than those set forth in paragraph 8(e); and
- (g) 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 paragraph 4.8 or the Options are cancelled in accordance with paragraph 15.

9. SCHEME MANDATE LIMIT AND SERVICE PROVIDER SUBLIMIT

9.1 Unless further approval has been obtained pursuant to paragraphs 9.2 and/or 9.3 and subject to paragraph 9.4, (i) the maximum number of Shares which may be issued in respect of all Options granted under this Scheme or options and awards granted under the other schemes is ten (10) per cent. (the "**Scheme Mandate Limit**") of the Shares in issue as at the Effective Date; and (ii) the maximum number of Shares which may be issued in respect of all Options granted under this Scheme or options and awards granted under the other schemes may be granted to the Service Providers is two (2) per cent. (the "**Service Provider Sublimit**") of the Shares in issue as at the Effective Date, which is within in the Scheme Mandate Limit. As at the Offer Date of any proposed grant of Options, the maximum number of Shares which may be issued in respect of which Options may be granted is such number of Shares less the aggregate of the following Shares as at that Offer Date:

Rule 17.03(3)
Rule 17.03, (3),
notes (1) and (2)
Rule 17.03B

- (a) the number of Shares which would be issued on the exercise in full of the Options or options or awards under the other schemes but not cancelled, lapsed or exercised;
- (b) the number of Shares which have been issued and allotted pursuant to the exercise of any Options or options or awards under the other schemes; and
- (c) the number of Shares which were subject of Options or options or awards under any other schemes which had been granted and accepted but subsequently cancelled (but for the avoidance of doubt, excluding any options and awards lapsed in accordance with the terms of the relevant scheme).

9.2 Subject to the issue of a circular by the Company which complies with Rules 17.03C and 17.06 of the Listing Rules and the approval of the shareholders of the Company in general meeting and/or such other requirements prescribed under the Listing Rules from time to time, (i) the Scheme Mandate Limit (including the Service Provider Sublimit) may be increased after three (3) years from the date of shareholders' approval for the last refreshment or the adoption of this Scheme to 10 per cent. of the Shares in issue ("**New Scheme Limit**") as at the date of such shareholders' approval ("**New Approval Date**"); (ii) subject to Rule 17.03C(c) of the Listing Rules, any refreshment of the Scheme Mandate Limit (including the Service Provider Sublimit) within three (3) years from the date of shareholders' approval for the last refreshment or the adoption of this Scheme must be approved by independent shareholders (excluding any controlling shareholders and their associates (or if there is no controlling shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates)). Thereafter, as at the Offer Date of any proposed grant of Options, the maximum number of Shares in respect of which Options may be granted is the New Scheme Limit less the aggregate of the following Shares as at that Offer Date:

Rule 17.03C(1)

- (a) the number of Shares which would be issued on the exercise in full of the Options and options and awards under the other schemes granted on or after the New Approval Date but not cancelled, lapsed or exercised;
- (b) the number of Shares which have been issued and allotted pursuant to the exercise of any Options or options or awards under the other schemes granted on or after the New Approval Date; and
- (c) the number of Shares which were subject of Options or options or awards under the other schemes which had been granted on or after the New Approval Date and accepted but subsequently cancelled (but for the avoidance of doubt, excluding any options and awards lapsed in accordance with the terms of the relevant scheme).

9.3 Subject to the issue of a circular by the Company to its shareholders and the approval of the shareholders of the Company in general meeting in compliance with Rules 17.03C and 17.06 of the Listing Rules and/or such other requirements prescribed under the Listing Rules from time to time, the Board may grant Options exceeding the Scheme Mandate Limit to Eligible Participants specifically identified by the Company before such shareholders' approval is sought. Rule 17.03C(3)

9.4 If the Company conducts a share consolidation or subdivision after the Scheme Mandate Limit or the Service Provider Sublimit has been approved in general meeting, the maximum number of Shares that may be issued in respect of all options and awards to be granted under all of the schemes of the Company under the Scheme Mandate Limit or the Service Provider Sublimit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share. Rule 17.03B
Note 2

10. CAPITAL RESTRUCTURING

10.1 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: Rule 17.03(13)
Rule 17.03(13),
note

- (a) the number of Shares subject to any outstanding Options;
- (b) the Exercise Price;
- (c) the Shares to which the Options relate;
- (d) the method of exercise of the Options; and/or
- (e) any combination thereof,

as 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, rounded to the nearest whole share, 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 approved independent financial adviser 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 and any guidance / interpretation as may be prescribed by the Stock Exchange from time to time. The costs of the approved independent financial adviser in this paragraph shall be borne by the Company. Notice of such adjustment shall be given to the Grantee by the Company.

10.2 In respect of any adjustments required by paragraph 10.1, other than any made on a capitalisation issue, the approved independent financial adviser shall confirm to the Board in writing that the adjustments satisfy the requirements set out in Rule 17.03(13) of the Listing Rules and the note thereto and/or such other requirement prescribed under the Listing Rules or by the Stock Exchange from time to time.

10.3 For the avoidance of doubt, in no circumstances shall the Exercise Price be less than the par value of the Shares.

11. SUFFICIENT SHARE CAPITAL

Subject to paragraph 7.3, 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.

12. 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 approved independent financial adviser 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.

13. ALTERATION OF THIS SCHEME

13.1 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:

Rule 17.03(18)

(a) any alteration to the terms and conditions of this Scheme which are of a material nature or any alterations to the provisions relating to the advantage of the Grantees or the Eligible Participants (as the case may be) in respect of the matters contained in Rule 17.03 of the Listing Rules, including without limitation, the definitions of “Eligible Participant”, “Expiry Date”, “Grantee” and “Option Period” in paragraph 1.1 and the provisions in paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 14, 15 and this paragraph 13, must be made with the prior approval of the shareholders of the Company in general meeting at which any persons to whom or for whose benefit the Shares may be issued under this Scheme and their

Rule 17.03(18),
note (1), note
(4)

respective associates shall abstain from voting; or

- (b) any change to the terms of Options granted to a participant must be approved by the Board, the remuneration committee, the independent non-executive Directors and/or the shareholders of the Company (as the case may be) if the initial grant of the Options was approved by the Board, the remuneration committee, the independent non-executive Directors and/or the shareholders of the Company (as the case may be) (except any alterations which take effect automatically under the terms of this Scheme),

Rule 17.03(18),
note (2)

PROVIDED THAT the amended terms of this Scheme or the Options shall remain in compliance with Chapter 17 of the Listing Rules and 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:

Rule 17.03(18),
note (3)

- (i) the consent in writing 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
- (ii) the sanction of a Special Resolution.

Written notice of any alterations made in accordance with this paragraph 13.1 shall be given to all Grantees.

13.2 In respect of any meeting of Grantees referred to in paragraph 13.1, all the provisions of the 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:-

- (a) not less than seven (7) days' notice of such meeting shall be given;
- (b) 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;
- (c) 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;
- (d) any Grantee present in person or by proxy may demand a poll; and
- (e) 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 (7) or more than fourteen (14) 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 (7) 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.

- 13.3 Any change to the authority of the Board in relation to any alterations to the terms of this Scheme must be approved by the shareholders of the Company in general meeting.

14. **TERMINATION**

- 14.1 The Company by ordinary resolution in general meeting 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.

Rule 17.03(16)
Rule 17.03(16),
note

- 14.2 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 any new scheme established or refreshment of the Scheme Mandate Limit under this Scheme after the termination of this Scheme.

15. **CANCELLATION OF OPTIONS**

Any cancellation of Options granted must be approved in writing by the Grantees of the relevant Options. For the avoidance of doubt, such approval is not required in the event any Option is cancelled pursuant to paragraph 4.8. Where the Company cancels Options, the grant of new Options to the same Grantee may only be made under this Scheme within the limits set out in paragraphs 4.1, 9.1 and 9.2.

Rule 17.03(14)
Rule 17.03(14),
note

16. **DISCLOSURE IN 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 annual reports and interim reports of the Company in compliance with the Listing Rules in force from time to time.

Rule 17.07

17. **GENERAL**

- 17.1 The Company shall bear the costs of establishing and administering this Scheme (including the costs of 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).

- 17.2 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 at 31/F, Excel Centre, 483A Castle Peak Road, Cheung Sha Wan, Hong Kong.

- 17.3 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 at 31/F, Excel Centre, 483A Castle Peak Road, Cheung Sha Wan, Hong Kong and, in the case of the Grantee, his address as notified to the Company from time to time.

- 17.4 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.
- 17.5 All allotments and issues of Shares pursuant to this Scheme shall be subject to any necessary consent 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.
- 17.6 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.
- 17.7 This Scheme shall not form part of any contract of employment/service between the Company or any of its Subsidiaries and any Eligible Participant who is an employee or consultant of the Company and/or any of its Subsidiaries and the rights and obligations of any Eligible Participant under the terms of his office, employment or service 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.
- 17.8 The Company shall maintain all necessary books of account and records relating to the Scheme.
- 17.9 This Scheme shall in all respects be administered by the Board which (a) shall administer the Scheme in accordance with the provisions hereof and all applicable requirements of the Listing Rules and (b) may make such rules not being inconsistent with the terms and conditions hereof and the Listing Rules for the conduct of the Scheme and the determination and terms of each entitlement under an Option as the Board thinks fit.
- 17.10 A Grantee who is a member of the Board may, subject to and in accordance with the Articles, notwithstanding his interest, vote on any Board resolution concerning the Scheme (other than in respect of his own participation therein) and may retain any benefit under the Scheme.

18. **GOVERNING LAW**

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