
Pharmaron Beijing Co., Ltd.
康龙化成（北京）新药技术股份有限公司

2025 H Share Award and Trust Scheme
2025年H股奖励信托计划

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1. Definitions and Interpretation 定义和解释

1.1 In these Scheme Rules, unless the context otherwise requires, each of the following words and expressions shall have the meaning respectively shown opposite to it:

在本计划中，除非文中另有所指，释义如下：

“Actual Selling Price” is the actual price at which the Awards Shares are sold (net of brokerage, Stock Exchange trading fee, SFC transaction levy and any other applicable costs) on vesting of an Award pursuant to the Scheme or in the case of a vesting when there is an event of change in control or privatisation of the Company pursuant to Rule 14.1, the consideration receivable under the related scheme or offer;

“实际售价”指根据本计划在奖励股票归属后出售该等股票的实际价格（扣除经纪费、证券交易所交易费、证监会交易征费及任何其他适用费用后），或在根据第14.1条规定公司控制权变动或私有化发生时归属，相关计划或要约下的应收对价；

“Adoption Date” is the date on which the Shareholders and the Board approve this Scheme (i.e. June 20, 2025);

“采纳日期”指股东和董事会审议通过本计划之日（即2025年6月20日）；

“Articles” is the articles of association of the Company as amended from time to time;

“章程”指经不时修订的公司章程；

“associate” shall have the meaning as set out in the Listing Rules;

“联系人”的定义见《上市规则》的规定；

“Award” is an award granted by a Delegatee to a Selected Participant, pursuant to the Scheme, which may vest in the form of Award Shares or the Actual Selling Price of the Award Shares in cash, as such Delegatee may determine in accordance with the terms of the Scheme Rules. For the avoidance of doubt, any award granted under this Scheme shall not involve the issuance or grant of any options or other similar rights;

“奖励”指授权人士根据本计划对选定参与者授予的奖励，由授权人士根据本计划条款约定，以奖励股票或用现金支付奖励股票的实际售价的形式实现归属。为免生疑问，根据本计划授出的任何奖励不得涉及发行或授予任何期权或其他类似权利；

“Award Letter” shall have the meaning as set out in Rule 7.1;

“奖励函”的定义参见本计划第7.1条；

“Award Period” is the period commencing on the Adoption Date, and ending on the Business Day immediately prior to the 10th anniversary of the Adoption Date;

“奖励期限”指从采纳日期起至采纳日期届满10周年前的最后一个交易日止的期间；

“Award Shares” is the H Shares granted to a Selected Participant in an Award;

“奖励股票”指对选定参与者奖励时向其授予的H股股票；

“Board” is the board of directors of the Company (please also refer to Rule 1.2(i)), from time to time;

“董事会”本公司的董事会（另请参阅第1.2（i）条）；

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

“交易日”指联交所开放证券交易业务的任何一天；

“Company” or “our Company” is Pharmaron Beijing Co., Ltd.;

“公司”或“本公司”指康龙化成（北京）新药技术股份有限公司；

“connected person” shall have the meaning as set out in the Listing Rules;

“关连人士”的定义参见《上市规则》；

“Delegatee” is the Management Committee, person(s) or board committee(s) to which the Board has delegated its authority;

“授权人士”指董事会授权的管理委员会、人员或董事会下属委员会；

“Director(s)” is the director(s) of the Company, from time to time;

“董事”指本公司不时在任的董事；

“Eligible Employee” shall have the meaning as set out in Rule 6.1; however, no individual who is resident in a place where the grant, acceptance or vesting of an Award pursuant to the Scheme is not permitted under the laws and regulations of such place or where, in the view of the Board or the Delegatee, compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such individual, shall be entitled to participate in the Scheme and such individual shall therefore be excluded from the term Eligible Employee;

“适格员工”的定义参见第6.1条；如果员工所在地的法律和法规不允许根据本计划授予、接受或归属奖励，或者董事会或其授权人士认为基于遵守该员工所在地的适用法律和法规有必要或适宜将其排除的员工，则该员工不得参与本计划且该等员工应排除在“适格员工”一词之外；

“Grant Date” is the date on which the grant of an Award is made to a Selected Participant;

“授予日”向选定参与者授予奖励的日期；

“Group” or “our Group” is the Company and its subsidiaries from time to time, and the expression member of the Group shall be construed accordingly;

“集团”或“本集团”指本公司及其附属公司，而集团成员一词应据此解释；

“H Shares” is the overseas listed foreign shares with a nominal value of RMB1.00 each in the share capital of the Company, which are listed on the Stock Exchange;

“H 股”指在香港联合交易所上市的境外上市外资股，每股面值为人民币 1.00 元；

“HK\$” is Hong Kong dollars, the lawful currency of Hong Kong;

“港币”指港元，香港的法定货币；

“Hong Kong” is the Hong Kong Special Administrative Region of the People’s Republic of China;

“香港”指中华人民共和国香港特别行政区；

“Listing Rules” is the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

“《上市规则》”指香港联合交易所有限公司证券上市规则；

“Management Committee” is the management committee of the Scheme to which the Board has delegated its authority to administer the Scheme;

“管理委员会”指经董事会授权管理本计划的委员会；

“on-market” is the acquisition of H Shares of the Company through one or more transactions through the facilities of the Stock Exchange in accordance with the Listing Rules and any other applicable laws and regulations;

“市场内交易”指根据《上市规则》和任何其他适用的法律法规，通过联交所的交易机制达成一项或多项交易收购本公司的 H 股；

“PRC” is the People’s Republic of China;

“中国”指中华人民共和国；

“Relevant Scheme(s)” has the meaning ascribed thereto under Rule 6.4(b) in this Scheme;

“相关计划” 具有本计划第 6.4 (b) 条赋予其的含义；

“Returned Shares” is such Award Shares that are not vested and/or are forfeited in accordance with the terms of the Scheme, or such H Shares being deemed to be null, void and/or Returned Shares under the Scheme Rules; which shall be treated as lapsed in accordance with the terms of the Scheme;

“退还股票”指根据本计划条款未归属和/或被没收的奖励股票，或根据本计划规则视为无效、作废和/或退还股票的 H 股；这些股票都会根据本计划的相关条款进行失效处理；

“Scheme” or “this Scheme” is the 2025 H Share Award and Trust Scheme adopted by the Company in accordance with these Scheme Rules on the Adoption Date, and as amended from time to time; “计划”或“本计划”指在采纳日公司根据本计划规则采纳且不时修订的2025年H股奖励信托计划；

“Scheme Mandate Limit” shall have the meaning as set out in Rule 15.1;

“计划授权上限”的定义参见本计划第15.1 条；

“Scheme Rules” is the rules set out herein relating to the Scheme as amended from time to time;

“计划规则”指本文所载的经不时修订的与计划有关的规则；

“Selected Participant” is any Eligible Employee who, in accordance with Rule 6, is approved for participation in this Scheme, and has been granted any Award under this Scheme;

“选定参与者”符合本计划第6条获批参与本计划，并被授予本计划项下奖励的适格员工；

“SFC” is the Securities and Futures Commission of Hong Kong;

“证监会”指香港证券及期货事务监察委员会；

“SFO” is the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong);

“期货条例”指香港《证券及期货条例》（第 571 章）；

“Shareholder(s)” is the shareholder(s) of the Company;

“股东”指公司的股东；

“Stock Exchange” is The Stock Exchange of Hong Kong Limited;

“联交所”指香港联合交易所有限公司；

“Subsidiary” or “Subsidiaries” is any subsidiary (as the term is defined in the Listing Rules) of the Company;

“附属公司”指本公司的任何附属公司（定义参见《上市规则》）；

“Taxes” shall have the meaning as set out in Rule 9.14;

“税”的定义参见本计划第9.14条的规定；

“Trust” is the trust constituted by the Trust Deed to service the Scheme;

“信托”指根据信托契约设立、服务于本计划的信托；

“Trust Deed” is the trust deed to be entered into between the Company and the Trustee (as may be restated, supplemented and amended from time to time);

“信托契约”指公司与受托人之间签订的信托契约（可不时重述、补充和修订）；

“Trustee” is the trustee appointed by the Company from time to time for the purpose of the Trust;

“受托人”指为信托目的由公司不时委任的受托人；

“Vesting Date” is the date or dates, as determined from time to time by the Board or the Delegatee on which the Award (or part thereof) is to vest in the relevant Selected Participant as set out in the relevant Award Letter pursuant to Rule 7.1, such date shall fall after the date when the annual results announcement of the Company is published for any Vesting Period;

“归属日”指董事会或其授权人士根据本计划第7.1条所确定的奖励（或部分奖励）归属于选定参与者的日期，此日期应当在归属考核期间的全年业绩公告披露日之后；

“Vesting Notice” shall have the meaning as set out in Rule 9.10;

“归属通知”的定义参见本计划第9.10条；

“Vesting Schedule” shall have the meaning as set out in Rule 9.2;

“归属进度”的定义参见本计划第9.2条；

“Vesting Period” is the relevant period between when the Awards are granted and the period when the relevant vesting conditions in connection to the Awards are fulfilled or waived (as the case might be) and shall be set out in the Award Letter.

“归属考核期间”指从奖励授予日起，至与奖励相关的归属条件得到满足或被豁免（视情况而定）的期间，有关期间将于奖励函中列明。

1.2 In these Scheme Rules, except where the context otherwise requires:

在本计划规则中，除非上下文另有释义：

(a) references to Rules are to the rules of the Scheme Rules;

凡提述规则之处，均指计划的规则；

(b) references to times of the day are to Hong Kong time;

时间均指香港时间；

(c) references to any statutory body shall include the successor thereof and any body established to replace or assume the function of the same;

提及的任何法定机构应包括其承继机构以及为代替或承担其职能而设立的任何机构；

- (d) if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;

如果明确一个时间段自某一天起，或从某一行为或事件发生之日起，则该段时间的计算应不包括该日；

- (e) a reference to “include”, “includes” and “including” shall be deemed to be followed by the words “without limitation”;

提及的“包括”应视为在其后跟随“但不限于”；

- (f) a reference to “dollars” or to “\$” shall be construed as a reference to the lawful currency for the time being of Hong Kong;

“港币”或“港元”指香港现行法定货币；

- (g) a reference, express or implied, to statutes, statutory provisions or the Listing Rules shall be construed as references to those statutes, provisions or rules as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes, provisions of rules of which are re-enacted (whether with or without modification) and shall include any orders, regulations, instruments, subsidiary legislation, other subordinate legislation or practice notes under the relevant statute, provision or rule;

对法规、法定条文或《上市规则》的明示或默示引用，应解释为对分别经修订或重述的法规、条文或规则的引用，或其适用不时被其他条文（无论是在本协议日期之前或之后）修改，并应包括经重新制定（无论是否修改）的任何法规、规定或规则，及应包括相关法规、规定或规则颁布的任何命令、法规、文书、附属法规、其他附属法规或实践说明；

- (h) words importing the singular include the plural and vice versa, and words importing a gender include every gender;

单数的词语包括其复数形式，反之亦然，某个性别的词语包括所有性别。

- (i) unless otherwise indicated, the Board can make determinations in its sole and absolute discretion and if the Board delegates its authority to administer the Scheme to the Delegatee, such Delegatee shall enjoy the same role and absolute discretion.

除非另有说明董事会可自行全权酌情作出决定，若董事会将其管理本计划的权力授权给其授权人士，该授权人士应享有董事会同样完整的决定权力。

2. General Introduction and Purpose of the Scheme 本计划概览与目的

- 2.1 The Scheme is a share award of H Shares and trust scheme established by the Company in order to utilize the 7,263,300 H Shares (treasury H Shares) repurchased by the Company pursuant to the repurchase mandate approved at the annual general meeting held in June 2024 in order to award employees.

本计划为公司利用经2024年6月召开的股东周年大会审议通过的回购授权下完成回购的7,263,300股H股（库存H股股票）所设立的用于奖励员工的H股股票奖励信托计划。

2.2 The purposes of this Scheme are:

本计划的目的为

- (a) to attract, motivate and retain skilled and experienced personnel to strive for the future development and expansion of the Group by providing them with the opportunity to own equity interests in the Company;

吸引、激励和保留有丰富技能和经验的人才，给予其享有公司股票权益的机会，以实现集团未来的发展和扩张；

- (b) to deepen the reform on the Company's remuneration system and to develop and constantly improve the interests balance mechanism among the Shareholders, the operational and executive management; and

深化公司薪酬制度改革，发展并不断完善股东、经营管理层和执行管理层之间的利益平衡机制；及

- (c) to (a) recognize the contributions of the leadership of the Company including the Directors and long standing employees of the Company; (b) encourage, motivate and retain the leadership of the Company and long standing employees whose contributions are beneficial to the continual operation, development and long-term growth of the Group; and (c) provide additional incentive for the leadership of the Company and long standing employee by aligning the interests of the leadership of the Company to that of the Shareholders and the Group as a whole.

(a)肯定包括董事在内的公司领导层和资深员工的贡献；(b)鼓励、激励并留住有利于集团持续经营、发展和长期增长的公司领导层和资深员工；以及(c)通过将公司领导层的利益与股东和集团整体的利益一致化的方式为公司领导层和资深员工提供额外激励。

2.3 A Trust Deed has been entered into between the Company and the Trustee from time to time for the purpose of the Trust. Pursuant to the Trust Deed, the Trust has been constituted to service the Scheme whereby the Trustee shall assist with the administration of the Scheme and shall, subject to the relevant provisions of the Trust Deed and upon the instruction of the Company, acquire such underlying H Shares of the Scheme through transfer of treasury H Shares by the Company to the Trust. The Company intends to utilize treasury H Shares for the administration of the Scheme and will transfer such treasury H Shares at such price as might be approved by the Board or the Delegatee. Awards granted to the Selected Participants shall be held by the Trustee on trust for the benefit of the Selected Participants, and the Trustee shall, for the purposes of vesting of the Award and upon the instruction of the Board or the Delegatee, release from the Trust the Award Shares to the Selected Participants or sell the number of Award Shares so vested on-market at the prevailing market price and pay the Selected Participants the proceeds in cash arising from such sale in accordance with Rule 9 and relevant provisions under the Trust Deed.

公司已与为信托之目的由公司不时委任的受托人签署信托契约。根据信托契约，为服务本计划而设立信托，受托人应协助管理本计划并在遵守信托契约和公司指示的前提下，接受公司转让的库存 H 股股票，以此获取本计划的相关 H 股股票。公司拟使用库存 H 股股票来实施本计划，并将按照董事会或其授权人士所批准的价格转让该等库存 H 股股票。向选定参与者授予的奖励应由受托人代表选定参与者持有，受托人应为奖励归属之目的根据董事会或其授权人士的指示从信托中向选定参与者释放奖励股票或按照现时市场价格根据本计划第9条及相关信托契约条款通过市场内交易方式出售奖励股票并向选定参与者支付出售金

额。

3. Conditions 条件

- 3.1 The adoption of this Scheme, as proposed by the resolution of the Board dated March 26, 2025 is conditional upon the passing of a resolution by the Shareholders approving the proposed adoption.

正如董事会于2025年3月26日决议所提议，本计划的采纳以股东批准该拟议采纳的议案为前提条件。

- 3.2 Unless expressly stipulated herein, all Awards granted under this Scheme shall be governed by the terms and conditions of the relevant Award Letter (and any other agreement between the Company and the Eligible Employee), and the terms of the prevailing Scheme Rules.

除非本计划另有明确规定，根据本计划授予的所有奖励均应受相关奖励函（以及公司与适格员工之间的任何其他协议）的条款和条件，以及现行计划条款的约束。

4. Duration 期限

Subject to Rules 9.8 and 20, the Scheme shall be valid and effective for the Award Period (i.e. for a term commencing on the Adoption Date and ending on the Business Day immediately prior to the 10th anniversary of the Adoption Date), and after which no further Awards will be granted, and thereafter for so long as there are any non-vested Award Shares granted hereunder prior to the expiration of the Scheme (including such date of early termination as determined by the Board subject to Rule 20.1(b)), in order to give effect to the vesting of such Award Shares or otherwise as may be required in accordance with the provisions of the Scheme Rules.

在遵守本计划第9.8条及第20条的前提下，本计划在奖励期限内有效（即自采纳日期起至采纳日期届满 10 周年前的最后一个交易日止），且于该期间后将不再授予奖励，但只要有任何在本计划到期前（包括董事会根据第20.1(b)条所确定的提前终止日期）已授予而尚未归属的奖励股票，本计划将继续延期直至该等奖励股票的归属生效。

5. Administration 管理

- 5.1 The Scheme shall be subject to the administration of the following administrative bodies:

本计划须由下列机构进行管理：

- (a) the general meeting of the Shareholders, as the institution vested with the supreme authority of the Company, is responsible for the consideration and approval of the adoption of the Scheme. The general meeting of the Shareholders may authorize the Board to deal with all matters related to the Scheme to the extent of its authority;

股东大会作为公司的最高权力机构，负责审议和批准采纳本计划。股东大会可授权董事会在其权限范围内处理与本计划有关的所有事宜；

- (b) the Board is the institution in charge of the administration of the Scheme in accordance with the Scheme Rules and where applicable, the Trust Deed. A decision of the Board or the Delegatee shall be final and binding on all persons affected. The Management Committee shall be responsible for drafting and revising the Scheme and submitting the same to the Board for consideration. Upon consideration and approval of the Scheme, the Board will submit the Scheme to the general meeting of the Shareholders for consideration. The Board

or the Delegatee may handle all matters related to the Scheme within the authorization by the general meeting of the Shareholders;

董事会是根据计划规则及信托契约负责管理本计划的机构。董事会或其授权人士的决定为最终决定，对所有相关人员都有约束力。管理委员会负责起草、修改本计划，并提交董事会审议。本计划经董事会审议通过后，将提交股东大会审议。董事会或其授权人士可在股东大会授权范围内处理与本计划有关的一切事宜；

- (c) the Trust will be constituted to service the Scheme whereby the Trustee shall, subject to the relevant provisions of the Trust Deed and the relevant provisions hereof, and upon the instruction of the Company, acquire H Shares through transfer of treasury H Shares by the Company to the Trust.

为服务本计划而设立信托，即受托人在遵守信托契约及本计划的有关规定和公司的指令的前提下接受公司转让的库存 H 股股票。

- 5.2 The authority to administer the Scheme may be delegated by the Board to the Delegatee as deemed appropriate in the sole and absolute discretion of the Board, provided that nothing in this Rule 5.2 shall prejudice the Board's power to revoke such delegation at any time or derogate from the discretion rested with the Board as contemplated in Rule 5.1(b).

管理本计划的权力可由董事会自行决定全权授予授权人士（视情况而定），但本计划第 5.2 条的任何规定不得损害董事会随时撤销该等授权的权力，或减损董事会在本计划第 5.1(b) 条中所述的决定权。

- 5.3 Subject to any restrictions in the Scheme Rules, it is noted that as at the Adoption Date the Board has delegated to the Management Committee the authority to administer the Scheme, including the power to grant an Award under the Scheme.

在不违反计划规则的任何限制的情况下，于采纳日期，董事会可将管理本计划的权力（包括根据本计划授予奖励的权力）授权给管理委员会。

- 5.4 Without prejudice to the Board's general power of administration, the Board or the Delegatee may from time to time appoint one or more administrators, who may be independent third-party contractors, to assist in the administration of the Scheme, to whom they, in their sole and absolute discretion, may delegate such functions relating to the administration of the Scheme as they may think fit. The duration of office, terms of reference and remuneration (if any) of such administrator(s) shall be determined by the Board in its sole and absolute discretion from time to time.

在不损害董事会的一般管理权力的原则下，董事会或其授权人士可将其认为适当的与本计划的管理有关的职能转授给不时委任的一名或多名管理人（可为独立第三方），使其协助管理本计划。管理人的任期、职权范围和报酬（如有）应由董事会自行决定。

- 5.5 Without prejudice to the Board's general power of administration, to the extent not prohibited by applicable laws and regulations, the Board or the Delegatee may also from time to time appoint one or more Trustees in respect of granting, administration or vesting of any Award Shares.

在不损害董事会一般管理权力的情况下，在适用法律法规未禁止的范围内，董事会或其授权人士亦可不时就奖励股票的授予、管理及归属委任一名或多名受托人。

5.6 Subject to the Scheme Rules, the Listing Rules and any applicable laws and regulations, the Board or the Delegatee shall have the power from time to time to:

在遵守计划规则、《上市规则》和任何适用的法律法规的前提下，董事会或其授权人士有权不时：

- (a) construe and interpret the Scheme Rules and the terms of the Awards granted under the Scheme;
解释计划规则及根据本计划授予奖励的相关条款；
- (b) make or vary such arrangements, guidelines, procedures and/or regulations for the administration, interpretation, implementation and operation of the Scheme, provided that they are not inconsistent with the Scheme Rules;
制订或修订有关本计划的管理、解释、实施及运作的安排、指引、程序及/或规则，但该等安排、指引、程序及/或规则不得与计划规则相抵触；
- (c) decide how the vesting of the Award Shares will be settled pursuant to Rule 9;
决定如何根据本计划第9条实现授予奖励的归属；
- (d) determine the basis of eligibility of any Eligible Employee for the grant of Awards from time to time on the basis of their contribution to the development and growth of the Group or such other factors deemed appropriate;
不时根据适格员工对集团发展和成长的贡献或其他认为适当的因素，厘定适格员工获得奖励资格的基准；
- (e) grant Awards to those Eligible Employees whom it shall select from time to time;
向其不时选定的适格员工授予奖励；
- (f) determine the terms and conditions of the Awards;
确定授予奖励的条款和条件；
- (g) establish, assess and administer performance targets in respect of the Scheme;
建立、评估和管理本计划的绩效目标；
- (h) approve the form and content of an Award Letter;
批准奖励函的形式和内容；
- (i) adjust the number of outstanding Award Shares or accelerate the Vesting Dates of any Awards pursuant to Rule 14;
根据本计划第14条调整已授予奖励股票的数量或加速任何奖励的归属日；
- (j) transfer corresponding treasury H Shares out of treasury to the Trust upon such grant;
在授予奖励时，将相应的库存H股从库存股中转出至信托。
- (k) exercise any authority as may be granted by the Shareholders from time to time;

行使股东不时授予的任何权力；

- (l) engage bank(s), accountant(s), lawyer(s), consultant(s) and other professional parties for the purpose of the Scheme; and

为本计划之目的而聘请银行、会计师、律师、顾问及其他专业机构；及

- (m) sign, execute, amend and terminate all documents relating to the Scheme, undertake all procedures relevant to the Scheme and take such other steps or actions to give effect to the terms and intent of the Scheme Rules.

签署、执行、修订及终止所有与本计划有关的文件，履行所有与本计划有关的程序，并采取其他方法以落实本计划的条款。

- 5.7 None of the Directors or any Delegatee shall be personally liable by reason of any contract or other instrument executed by him, or on his behalf or for any mistake of judgment made in good faith, for the purposes of the Scheme, and the Company shall indemnify and hold harmless each member of the Board and any Delegatee in relation to the administration or interpretation of the Scheme, against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with the Scheme unless arising out of such person's own wilful default, fraud or bad faith.

就本计划而言，为实施本计划之目的，任何董事或任何授权人士均无须因其签署的或代表其签署的任何合约或其他文件，或因善意作出的任何判断错误而承担个人法律责任。本公司须就董事会任何成员及任何授权人于管理或解释本计划过程中产生的任何成本或开支（包括法律费用）或债务（包括经董事会批准为解决索赔而支付的任何款项）进行补偿，使其免受损害，除非是由于该人士故意不履行职责、欺诈或不诚信导致。

- 5.8 In respect of the administration of the Scheme, the Company shall comply with all applicable disclosure regulations including those imposed by the Listing Rules and all applicable PRC laws, regulations and rules.

就本计划的管理而言，公司须遵守所有披露相关规定，包括《上市规则》和所有适用的中国法律、法规及规则。

6. Selection of Selected Participant 选定参与者的选择

- 6.1 For the purposes of this Scheme, Eligible Employee is any PRC or non-PRC employee (including consultant), Director (excluding any independent non-executive Director) of any members of the Group.

在本计划中，适格员工指的是集团任何成员公司的任何中国或非中国员工（包括顾问），董事（不包含任何独立非执行董事）。

- 6.2 Subject to Rule 6.1, the Board or the Delegatee may, from time to time, select any Eligible Employee to be a Selected Participant of this Scheme and, subject to Rule 6.4, grant an Award to such Selected Participant during the Award Period conditional upon fulfilment of terms and conditions of the Awards and performance targets as the Board or the Delegatee determines from time to time. Allocation proposal and amount for Selected Participants shall be determined based on the rank and job duty of the Selected Participant. Such allocation proposal and amount shall be determined by the Board or the Delegatee from time to time.

在遵守本计划第6.1条的前提下，董事会或其授权人士可不时选择任何适格员工作为本计划

的选定参与者，并在遵守本计划第6.4条的前提下，在满足奖励条款和条件以及董事会或其授权人士不时确定的绩效目标后，向该等选定参与者在奖励期限内授予奖励。选定参与者的分配方案和数量应根据选定参与者的级别和工作职责确定。该等分配方案和数量应由董事会或其授权人士不时确定。

- 6.3 The Selected Participants are determined in accordance with the Company Law of the PRC, the Securities Law of the PRC and other applicable laws, regulations and regulatory documents and the relevant provisions of the Articles, together with the Company's actual circumstances and matters including the present and expected contribution of the relevant Selected Participant to the Group.

选定参与者的选择应当依照《中华人民共和国公司法》《中华人民共和国证券法》和其他适用法律、法规和规范性文件及章程的有关规定，并结合公司的实际情况（包括相关选定参与者目前及未来对集团的贡献等情况）进行。

No one should be considered as a Selected Participant of the Scheme if he:

任何人如存在以下情况，不得成为本计划的选定参与者：

- (a) has been publicly reprimanded or deemed as an inappropriate candidate for similar award schemes or share incentive plans of a listed company by any securities regulatory bodies with authority in the last 12 months;

最近12个月内曾被任何证券监管机构公开谴责或被视为上市公司类似奖励计划或股权激励计划的不适当人选；

- (b) has been imposed with penalties or is banned from trading securities by securities regulatory bodies due to material non-compliance with laws or regulations in the last 12 months;

最近12个月内因重大违法违规行为被证券监督管理机构处罚或被禁止买卖证券；

- (c) is in breach of relevant national laws and regulations or the Articles; or

违反相关的国家法律法规或章程；或

- (d) has caused losses to the Company during his term of service due to soliciting bribes, corruption and theft, disclosure of the operation and technology secrets of the Company, infringement of company interest through connected transactions and any acts which cause damage to the reputation and image of the Company, which can be proven with sufficient evidence by the Company.

在任职期间，因索贿、腐败、盗窃、泄露公司的经营和技术秘密、通过关联交易侵害公司利益以及损害公司声誉和形象的任何行为（公司有充足的证据予以证明）给公司造成损失的。

The Selected Participants shall undertake: if any of the above provisions occur during implementation of the Scheme which would prevent him from being considered as a Selected Participant, he shall give up his rights to participate in the Scheme and shall not be given any compensation. The Selected Participants shall return to the Company all interests in the Award Shares already vested, and in the event of serious violation or damage, the Company reserves the right to bring a claim against such Selected Participants for the damages suffered as a result of the reasons above stated, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

选定参与者应承诺：如果在实施本计划期间发生任何上述规定中的情形，导致其无法被认定为选定参与者的，其应放弃参与本计划的权利，也不得获得任何赔偿。选定参与者应将已归属的奖励股票的所有权益返还给公司，在发生严重违规或损害的情况下，公司保留就上述原因所造成的损害向选定参与者提出索赔的权利，任何尚未归属的奖励股票应立即被没收，除非董事会或其授权人士另有决定。

6.4 Each grant of an Award to any connected person of the Group shall be subject to the Listing Rules and any applicable laws and regulations. In accordance with the Listing Rules:

每次向集团的任何关连人士授予奖励应遵守《上市规则》以及任何适用的证券法律法规。根据《上市规则》：

- (a) Any grant of options or Awards to a Director, chief executive or substantial Shareholder of the Company, or any of their respective associates, must be approved by the independent non-executive Directors;

向公司董事、首席执行官或大股东，或他们各自的任何联系人授予任何期权或奖励，均须经独立非执行董事批准；

- (b) Where any grant of Awards to a Director (other than an independent non-executive Director) or chief executive of the Company, or any of their associates would result in the shares issued and to be issued in respect of all Awards granted (excluding any Awards lapsed in accordance with the terms of this Scheme and any other schemes involving issuance of new Shares or transfer of treasury Shares adopted and to be adopted by the Company from time to time (together with the Scheme, the “**Relevant Scheme(s)**”)) to such person in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the H Shares in issue (excluding any treasury H Shares), such further grant of Awards must be approved by the Shareholders in general meeting in the manner set out in the Listing Rules (including compliance with the content requirement of the circular as required under the Listing Rules); and

若向公司董事（独立非执行董事除外）、首席执行官或他们的任何联系人授予奖励，致使截至授予日期（包括该日）的 12 个月内，就授予该人士的所有奖励（不包括依据本计划条款失效的任何奖励，以及公司不时采纳和拟采纳的涉及发行新股或转让库存股的任何其他计划（与本计划合称“**相关计划**”）下的奖励）而发行及将发行的股份总数，合计超过已发行 H 股（不包括任何库存 H 股）的 0.1%，则进一步授予的奖励必须按照《上市规则》规定的方式，经股东在股东大会上批准（包括遵守《上市规则》所规定的通函内容）；及

- (c) Where any grant of options or Awards to a substantial Shareholder of the Company, or any of their respective associates, 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 and any other Relevant Scheme(s)) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the H Shares in issue (excluding treasury H Shares), such further grant of options or

Awards must be approved by the Shareholders in general meeting in the manner set out in the Listing Rules (including compliance with the content requirement of the circular as required under the Listing Rules).

若向公司大股东，或他们各自的任何联系人授予期权或奖励，导致截至授予日期（包括该日）的 12 个月内，就授予该人士的所有期权及奖励（不包括根据本计划条款失效的任何期权及奖励，以及任何其他相关计划下的期权及奖励）而发行及将发行的股份总数，合计超过已发行 H 股（不包括库存 H 股）的 0.1%，则进一步授予的期权或奖励必须按照《上市规则》规定的方式，经股东在股东大会上批准（包括遵守《上市规则》所规定的通函内容）。

Any change to the terms of Awards granted to a Selected Participant must be approved by the Board, the Remuneration and Appraisal Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of such Awards under the Scheme was approved by the Board, the Remuneration and Appraisal Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) except where the alterations take effect automatically under the existing terms of the 2025 H Share Award and Trust Scheme.

若根据本计划首次授予的奖励已获董事会、薪酬与考核委员会、独立非执行董事及/或股东（视情况而定）批准，则对选定参与者授予的奖励条款的任何变更必须经董事会、薪酬与考核委员会、独立非执行董事及/或股东（视情况而定）批准；除非有关变更根据2025年H股奖励信托计划的现有条款自动生效。

Any relevant Selected Participant, his associates and all core connected persons of the Company shall abstain from voting in favour of such resolutions at such general meeting.

任何相关的选定参与者、其联系人以及公司的所有核心关连人士，均须在该股东大会上对有关决议投弃权票。

- 6.5 Notwithstanding the provisions in Rule 6.1, Rule 6.2, Rule 6.3 and Rule 6.4, no grant of any Award Shares to any Selected Participant may be made and no directions or recommendations shall be given to the Trustee with respect to a grant of an Award under the circumstances below, and any such grant so made or any such direction or recommendation so given shall be null and void to the extent (and only to the extent) that it falls within the circumstances below:

尽管有第6.1条、第6.2条、第6.3条和第6.4条的规定，但在以下的情形中，不得向选定参与者授予任何奖励股票，亦不得就授予奖励向受托人作出任何指示或建议，且在以下情形（且仅在以下情形范围内）作出的任何该等授予或发出的任何该等指示或建议均属无效：

- (a) in any circumstances where the requisite approval from any applicable regulatory authorities or Shareholders has not been granted;

在未获得监管机构或股东大会的必要批准的情况下；

- (b) in any circumstances that any member of the Group will be required under applicable securities laws, rules or regulations to issue a prospectus or other offer documents in respect of such Award or the Scheme, unless the Board or the Delegatee determines otherwise;

在集团任何成员公司被要求根据适用证券法律、规则或条例就该等奖励或本计划发布招股说明书或其他要约文件的情况下，除非董事会或其授权人士另有决定；

- (c) where such Award would result in a breach by any member of the Group or its Directors of any applicable securities laws, rules or regulations in any jurisdiction;

如果该授予会导致集团任何成员公司或其董事违反其司法管辖区的证券法律、规则或条例；

- (d) where such grant of Award would result in a breach of the Scheme Mandate Limit;

如该项授予会导致违反本计划授权上限；

- (e) after the expiry of the Award Period or after the earlier termination of this Scheme in accordance with Rule 20;

根据本计划第20条在奖励期限届满后或提早终止本计划后进行授予；

- (f) after any inside information (as defined under the SFO) in relation to the Company which must be disclosed pursuant to Rule 13.09(2)(a) of the Listing Rules and the Inside Information Provisions (as defined in the Listing Rules) under Part XIVA of the SFO has come to the knowledge of the Company until (and including) the trading day after such inside information has been publicly announced in accordance with the Listing Rules, the SFO and/or the application laws, or where dealings by Directors are prohibited under any code or requirement of the Listing Rules or any applicable laws, rules or regulations;

根据《上市规则》第13.09(2)(a)条及期货条例第 XIVA部分的《内幕信息规定》予以披露的有关公司的内幕信息（按期货条例的定义），在公司知悉该等内幕信息直至（及包括）该等内幕信息根据《上市规则》、期货条例及/或适用法律公布后的交易日之前，或根据《上市规则》的任何守则或要求或任何适用法律、规则或规例禁止董事进行交易的情况；

- (g) during the period commencing 60 days immediately before the earlier of (i) the date of the board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for approving the Company's annual results for any year; and (ii) the deadline for the Company to announce its annual results for any year under the Listing Rules, and ending on the date of the annual results announcement; and

在以下两个日期中较早者之前60天内起，至年度业绩公告当天的期间内：（i）批准公司任何年度业绩的董事会会议日期（即公司根据《上市规则》首次通知联交所将举行的董事会会议日期）；及（ii）公司根据《上市规则》规定公布年度业绩的限期；以及

- (h) during the period commencing 30 days immediately before the earlier of (i) the date of the board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for approving the Company's results for any half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (ii) the deadline for the Company to announce its results for any half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the relevant half-year, quarterly or any other interim results announcement.

在以下两个日期中较早者之前30天内起，至相关半年度、季度或其他中期业绩公告当天的期间内：（i）批准公司任何半年度、季度或其他中期业绩（不论《上市规则》是否要求）的董事会会议日期（即公司根据《上市规则》首次通知联交所将举行的董事会会议日期）；及（ii）公司根据《上市规则》规定公布年度或半年度业绩的限期，或公布季度或其他中期业绩（不论《上市规则》是否要求）的限期。

- 6.6 In the event that a Selected Participant ceases to be an Eligible Employee due to any reasons including but not limited to those set forth in Rules 10.1 to 10.9 upon the approval in relation to any grant of Award Shares by the Board or the Delegatee and prior to the execution of the corresponding Award Letter, any directions or recommendations made by the Company to such Selected Participant with respect to any of such grant of Award Shares in any form or by any means shall be null and void, and no relevant Award Shares shall be granted to such Selected Participant, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

如果选定参与者因任何原因在董事会或其授权人士批准授予任何奖励股票后至签署相关奖励函之前不再是适格员工（包括但不限于本计划第10.1条至第10.9条所述的原因），则本公司以任何形式或方式就该等奖励股票的授予向该等选定参与者做出的任何指示或建议均属无效，且不得向该等选定参与者授予相关奖励股票，除非董事会或其授权人士另有决定。

7. Award Letter regarding Grant of Awards 奖励授予的奖励函

- 7.1 The Company shall issue a letter to each Selected Participant in such form as the Board or the Delegatee may from time to time determine, specifying the Grant Date, the manner of acceptance of the Award, the value of the Award and/or number of Award Shares underlying the Award (with the basis on which the number of Award Shares underlying the Award is arrived at), the vesting criteria and conditions, the Vesting Period and the Vesting Schedule, and such other details, terms and conditions as they may consider necessary and in compliance with this Scheme (an “**Award Letter**”). Unless specifically indicated in the Award Letter, Selected Participants shall not be required to bear or pay any price or fee for the acceptance of the Award or any purchase price for the Award Shares.

公司将按照董事会或其授权人士不时决定的格式，向每一位选定参与者发出函件（“**奖励函**”），具体说明授予日、奖励的接受方式、奖励的价值及/或奖励涉及的奖励股票数量（包括确定奖励股票数量的依据）、归属标准和条件、归属考核期间及归属进度以及其他认为必要且符合本计划的其他详情、条款和条件。除非奖励函中另有明确说明，选定参与者无需为接受奖励承担或支付任何价款或费用，亦无需为奖励股票支付任何购买价款。

- 7.2 As soon as practicable after the grant of any Award to a Selected Participant, the Company shall provide a fully executed copy of the Award Letter to the Trustee.

在向选定参与者授予任何奖励后，公司应尽快向受托人提供一份已正式签署的奖励函副本。

8. Receipt of Treasury H Shares by the Trustee 受托人接受库存H股股票的转让

- 8.1 The Trustee shall only be obliged to transfer Award Shares to Selected Participants on vesting to the extent that Award Shares are comprised in the Trust.
- 8.2 受托人仅在奖励股票归属时，在信托所持有的奖励股票范围内有义务向选定参与者转让奖励股票。The Trustee may receive H Shares from the Company through the transfer of any treasury H Shares from the Company to the Trust, such H Shares may be transferred to the Trustee

at such price as might be approved by the Board or the Delegatee's. Such treasury H Shares can only be transferred to the Trustee when being granted to any Selected Participants.

受托人可通过公司向信托转让库存 H 股股票的方式，从公司接收 H 股股票。该等 H 股股票可按董事会或其授权人士批准的价格转让给受托人。该等库存 H 股股票仅可在授予选定参与者时转让给受托人。

- 8.3 The Trustee may, at its election upon the Board or the Delegatee's instruction, assign H Shares acquired in any manner pursuant to this Rule 8 to a specific Award.

受托人可根据董事会或其授权人士的指示，将根据本规则第 8 条以任何方式取得的 H 股股票分配予某一特定奖励。

9. Granting and Vesting of Award 奖励的授予及归属

- 9.1 The Board or the Delegatee may from time to time while the Scheme is in force and subject to all applicable laws, rules and regulations, determine such granting and vesting criteria, conditions, schedule and/or period for the Award to be granted and/or vested hereunder.

在本计划有效期内，董事会或其授权人士可在遵守所有适用的法律、法规和条例的前提下，不时确定授予及归属的标准、条件、进度以及授予及/或归属期限。

- 9.2 Unless otherwise specified in the Award Letter approved by the Board or the Delegatee, and subject to the satisfaction of the vesting conditions and criteria of the relevant Vesting Period as described in Rules 9.3 to 9.5 below, all Awards under this Scheme shall be vested in four equal tranches (i.e., 25%, 25%, 25% and 25%) upon the corresponding anniversaries of the Grant Date upon the corresponding anniversaries of the Grant Date (“**Vesting Schedule**”). Upon being vested to a Selected Participant, the Award Shares will rank *pari passu* in all respects with the fully paid H Shares in issue (excluding treasury H Shares) on the Vesting Date. The actual vesting amount of the Award granted to a Selected Participant for the respective Vesting Schedule after each Vesting Period shall be specified in the Award Letter approved by the Board or the Delegatee. Notwithstanding the provisions in Rule 14 and in any event, the vesting period of options or Awards shall not be less than 12 months.

除非董事会或其授权人士批准的奖励函另有规定，且在满足本计划第9.3条至第9.5条所述相关归属考核期间的归属条件和考核要求的前提下，本计划项下所有奖励应分四期均等归属（即25%，25%，25%和25%），并在授予日的相应周年日后进行归属（“**归属进度**”）。当奖励股票被归属于选定参与者时，该奖励股票在所有方面应与归属日当日已发行的全额缴足H股（不包括库存H股）享有同等权益。每个归属进度内实际可归属于选定参与者的奖励应在董事会或其授权人士批准的奖励函中列明。尽管有本计划第14条的规定，在任何情况下，期权或奖励的归属期不得少于12个月。

- 9.3 Vesting of the Award granted under this Scheme is subject to the conditions of the performance indicators, and any other applicable vesting conditions as set out in the Award Letter. Save as determined by the Board or the Delegatee on a case by case basis and provided in the Award Letter, the 2025 H Share Award and Trust Scheme does not specify any performance indicators that a Selected Participant is required to achieve before an Award can be vested under the terms of the 2025 H Share Award and Trust Scheme. Nevertheless, the Board or the Delegatee may impose performance indicators on a case-by-case basis. The Board believes that this arrangement will provide the Board or the Delegatee with more flexibility in setting out the terms and conditions of the Awards under particular circumstances of each grant and facilitate the Board or the Delegatee to offer meaningful incentives to attract and retain quality and high calibre personnel that are valuable to the development

of the Group.

本计划项下所授予奖励的归属需满足绩效考核要求的条件以及奖励函中所列的任何其他相关归属条件。除董事会或其授权人士根据具体情况另行决定并在奖励函中列明的情况外，2025年H股奖励信托计划并未规定选定参与者须在归属奖励之前必须达成的任何绩效指标。不过，董事会或其授权人士可根据具体情况制定业绩指标。董事会认为，该安排将使董事会或其授权人士在每次授予的具体情况下更灵活地制定奖励条款和条件，并有助于董事会或其授权人士提供有效的激励措施，以吸引和留住对集团发展有价值的优秀人才。

While the performance indicators will be imposed on a case-by-case basis to ensure the vesting of Awards would be beneficial to the Group, general factors to be taken into account include but not limited to (i) any measurable performance benchmark which the Board or the Delegatee considers relevant to the Selected Participant, such as the work performance of the Selected Participant and contributions made by the Selected Participant to the Group; (ii) the overall development and operation of the Group; and (iii) any other performance targets as the Board or the Delegatee considers appropriate.

尽管绩效指标将根据具体情况制定，以确保奖励的归属对集团有利，但需要考虑的一般因素包括但不限于：（i）董事会或其授权人士认为与选定参与者相关的任何可衡量的绩效基准，例如选定参与者的工作表现以及其对集团的贡献；（ii）集团整体的发展及运营；及（iii）董事会或其授权人士认为适当的任何其他绩效目标。

- 9.4 The performance indicators of the Scheme consists of Group performance indicator and/or individual performance indicator (including the individual having satisfactorily passing or achieving specific grades in their annual performance assessment), the details of which shall be determined by the Board or the Delegatee from time to time with reference to the business performance and financial condition of the Company and the then market conditions and set out in the Award Letter.

本计划的绩效考核要求包括集团绩效要求和个人绩效考核要求（包括个人在年度绩效评估中达标或达到特定等级），该等要求的详情由董事会或其授权人士不时参考公司的业务表现，财务状况及当时的市场情况确定，并在奖励函中列明。

- 9.5 If the Selected Participant fails to fulfill the vesting conditions applicable to this Scheme under which the Award is granted, all the Award Shares underlying the relevant Awards which may otherwise be vested according to the respective Vesting Schedule shall not be vested and shall be held by the Trustee as Returned Shares.

如果选定参与者未能达到本计划项下授予奖励对应的归属条件，所有在相应归属进度内的奖励股票无法归属并作为退还股票由受托人持有。

- 9.6 Non-vested Award Shares shall not be entitled to any dividends (including cash dividends and non-cash dividends), unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

未归属奖励股票不享有任何分红（包括现金分红及非现金分红），除非董事会或其授权人士另有决定，。

- 9.7 If the Vesting Date is not a Business Day, the Vesting Date shall, subject to any trading halt or suspension in the H Shares, be the Business Day immediately thereafter.

若归属日为非交易日，归属日应为H股停牌或停止交易后的首个交易日。

- 9.8 For the avoidance of doubt, the Vesting Schedule of the Awards granted under any subsequent

grant of the Scheme or the Awards to be satisfied by the application of any Returned Shares shall be determined by the Board or the Delegatee in its sole and absolute discretion, but in any event the Grant Date shall not extend beyond the then remaining term of the Award Period at the time of grant.

为免歧义，董事会或其授权人士可全权决定在本计划项下所做的任何后续授予或使用任何退还股票所做奖励的归属进度，但在任何情况下，授予日不得超过授予时奖励期的剩余期限。

9.9 For the purpose of granting and/or vesting of the Award, the Board or the Delegatee may either:

为奖励授予及/或归属之目的，董事会或其授权人士可以：

- (a) direct and procure the Trustee to release from the Trust the Award Shares to the Selected Participants by transferring the number of Award Shares to the Selected Participants in such manner as determined by them from time to time; or

指示并促使受托人以其不时确定的方式，通过向选定参与者转让相应数量的奖励股票，从信托中释放奖励股票予选定参与者；或

- (b) to the extent that, at the determination of the Board or the Delegatee, it is not practicable for the Selected Participant to receive the Award in H Shares solely due to legal or regulatory restrictions with respect to the Selected Participant's ability to receive the Award in H Shares or the Trustee's ability to give effect to any such transfer to the Selected Participant, the Board or the Delegatee will direct and procure the Trustee to sell, on-market at the prevailing market price, the number of Award Shares so vested in respect of the Selected Participant and pay the Selected Participant the proceeds in cash arising from such sale based on the Actual Selling Price of such Award Shares as set out in the Vesting Notice.

董事会或其授权人士作出决定，如果由于法律或监管限制，导致选定参与者无法接受H股奖励，或受托人无法向选定参与者完成相关股份转让，董事会或其授权人士将指示并促使受托人按归属通知中列明的奖励股票的实际售价，以现行市场价格在市场上出售选定参与者已归属的相应数量奖励股票，并将出售现金支付给选定参与者。

9.10 Except in the circumstances set out in Rule 9.14, barring any unforeseen circumstances, within a reasonable time period as agreed between the Trustee and the Board or the Delegatee from time to time prior to any Vesting Date, the Board or the Delegatee shall send to the relevant Selected Participant a vesting notice (the “**Vesting Notice**”). The Board or the Delegatee shall forward a copy of the Vesting Notice to the Trustee and instruct the Trustee the extent to which the Award Shares held in the Trust shall be transferred and released from the Trust to the Selected Participant in the manner as determined by the Board to the Delegatee, or be sold as soon as practicable from the Vesting Date.

除本计划第9.14条所述情况外，在无任何意外情况时，董事会或其授权人士应在任何归属日期前，于受托人与董事会或其授权人士不时商定的合理期限内，向选定参与者发出归属通知（“**归属通知**”）。董事会或其授权人士应将归属通知的副本转发给受托人，并指示受托人按照董事会或其授权人士确定的方式将信托持有的奖励股票从信托中释放并转让给选定参与者或在归属日后尽快在可行的范围内出售。

9.11 Except in circumstances as set out in Rule 9.14, subject to the receipt of the Vesting Notice and the instructions from the Board or the Delegatee, the Trustee shall transfer and release the relevant Award Shares to the relevant Selected Participant in the manner as determined by the Board or the

Delegatee or sell the relevant Award Shares within any time stipulated in Rule 9.10 above and pay the Actual Selling Price to the Selected Participant within a reasonable time period in satisfaction of the Award.

除本计划第9.14条所述情况外，在收到归属通知和董事会或其授权人士的指示后，受托人应按照董事会或其授权人士确定的方式向相关选定参与者转让并释放相应奖励股票，或在上文第9.10条规定的任何时间内出售相关奖励股票，并在合理的时间内向选定参与者支付实际售价，以完成对其奖励。

- 9.12 Any stamp duty arising from the acquisition of H Shares by the Trustee through on-market transactions or other direct costs and expenses for the purposes of vesting and transfer of the Award Shares to or for the benefit of the Selected Participants shall be borne by the Company. Any duty or other direct costs and expenses arising from the sale of the Award Shares due to the vesting shall be borne by the Selected Participant.

受托人通过市场交易购买H股股票所产生的任何印花税，以及为向选定参与者转让奖励股票或使其受益而产生的与归属和转让相关的其他直接成本和费用，应由公司承担。因奖励股票归属而出售股票所产生的任何税费或其他直接成本和费用，应由选定参与者承担。

- 9.13 All costs and expenses in relation to all dealings with the Award Shares after vesting and transfer of the Award Shares to the Selected Participant (as the case may be) shall be borne by the Selected Participant and neither the Company nor the Trustee shall be liable for any such costs and expenses thereafter.

奖励股票归属并转让给选定参与者（视情况而定）后，与奖励股票所有后续交易相关的全部成本和费用，应由选定参与者承担，此后公司和受托人均不承担任何此类成本和费用。

- 9.14 Other than the stamp duty to be borne by the Company in accordance with Rule 9.12, all other taxes (including personal income taxes, professional taxes, salary taxes and similar taxes, as applicable), duties, social security contributions, impositions, charges and other levies arising out of or in connection with the Selected Participant's participation in the Scheme or in relation to the Award Shares or cash amount of equivalent value of the Award Shares (the "Taxes") shall be borne by the Selected Participant and neither the Company nor the Trustee shall be liable for any Taxes. The Selected Participant will indemnify the Trustee and all members of the Group against any liability each of them may have to pay or account for such Taxes, including any withholding liability in connection with any Taxes. To give effect to this, the Trustee or any member of the Group may, notwithstanding anything else in these Scheme Rules (but subject to applicable law):

除公司根据第9.12条应承担的印花税外，选定参与者应承担与其参与本计划有关或因此产生的或与奖励股票有关或与奖励股票等值现金有关的税费（包括个人所得税、专业税、薪金税和其他适用税费）、关税、社会保险缴款、征费、费用或其他征税（“税款”）。公司和受托人均不承担任何上述税款。选定参与者应就受托人和本集团所有成员公司可能需支付或承担的相关税款向其做出赔偿，包括与任何税款有关的任何扣缴义务。为使之生效，尽管本计划规则另有规定（但须遵守适用法律），受托人或本集团任何成员均有权：

- (a) reduce or withhold the number of Selected Participant's Award Shares underlying the Award (the number of Award Shares underlying the Award that may be reduced or withheld shall be limited to the number of Award Shares that have a fair market value on the date of withholding that, in the reasonable opinion of the Company is sufficient to cover any such liability);

减少或扣留选定参与者的奖励股数（可减少或扣留的奖励股数应限于扣留当日具有公允市场价值的奖励股数，且公司合理认为该价值足以承担任何此类税费责任）；

- (b) sell, on the Selected Participant's behalf, such number of H Shares to which the Selected Participant becomes entitled under the Scheme and retain the proceeds and/or pay them to the relevant authorities or government agency;

代表选定参与者出售其依本计划有权获得的H股数量，并保留收益和/或将其支付给有关当局或政府机构；

- (c) deduct or withhold, without notice to the Selected Participant, the amount of any such liability from any payment to the Selected Participant made under the Scheme or from any payments due from a member of the Group to the Selected Participant, including from the salary payable to the Selected Participant by any member of the Group; and/or

在不通知选定参与者的情况下，从根据本计划向选定参与者支付的任何款项中，或从集团成员公司应付给选定参与者的任何款项中，包括从集团任何成员公司应付给选定参与者的工资中，扣除或扣留任何此类税费责任金额；和/或

- (d) require the Selected Participant to remit to any member of the Group, in the form of cash or a certified or bank cashier's check, an amount sufficient to satisfy any Taxes or other amounts required by any governmental authority to be withheld and paid over to such authority by any member of the Group on account of the Selected Participant or to otherwise make alternative arrangements satisfactory to the Company for the payment of such amounts.

要求选定参与者以现金或保付支票或银行本票的形式，通过自己账户向集团任何成员公司汇入一笔足以支付任何政府机构要求由集团任何成员公司代扣代缴的税款或其他款项的款项，或以其他方式作出令公司满意的其他安排，以支付该等款项。

The Trustee shall not be obliged to transfer any Award Shares (or pay the Actual Selling Price of such Award Shares in cash) to a Selected Participant unless and until the Selected Participant satisfies the Trustee and the Company that such Selected Participant's obligations under this Rule has been met.

除非选定参与者向受托人及公司证明其已履行本条规定的义务，否则受托人无义务向选定参与者转让任何奖励股票（或以现金支付该奖励股票的实际售价）。

10. Changes of Circumstances Pertaining to the Selected Participants and Clawback

Mechanism 选定参与者的情况变化及回拨机制

- 10.1 If a Selected Participant ceases to be an Eligible Employee by reason of a change in job position in the Group, or reemployment after retirement by the Company upon the execution of a reemployment agreement, the outstanding Award Shares not yet vested shall continue to vest in accordance with the vesting percentage of Vesting Schedule set out in the Award Letter, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion. However, if a Selected Participant has committed or there exists any of the following circumstances:

如选定参与者因在集团内职务变更或退休后签订返聘协议后被公司返聘，导致其不再是适格员工，已授予但尚未归属的奖励股票应按照奖励函上记载的归属进度内的可归属比例继

续归属，除非董事会或其授权人士另有决定。但如果选定参与者出现或存在以下任何一种情况：

- (a) violation of laws, professional ethics or the leakage of confidential information of the Company;
触犯法律、违反职业道德、泄露公司机密信息的；
- (b) causing damage to the interests or reputation of the Company due to failure to discharge his duties or a willful misconduct;
因失职或渎职等行为损害公司利益或声誉；
- (c) termination of his employment contract by the Company for any of the above reason; or
公司因上述任何原因终止与员工的劳动合同；或
- (d) material misstatement in the Company's financial statements.
公司财务报表有重大失实陈述。

the Selected Participant shall return to the Company all interests in the Award Shares already vested, and in the event of serious violation or damage, the Company reserves the right to bring a claim against the Selected Participant for the damages suffered as a result of the reasons above stated, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

选定参与者应返还已归属奖励股票的全部利益，如果情节严重造成重大损害，公司保留就上述原因造成的损失而向选定参与者索赔的权利，并且该员工所有已授予但尚未归属的奖励股票立即没收，除非董事会或其授权人士另有决定。

- 10.2 If a Selected Participant ceases to be an Eligible Employee by reason of disqualification from participating in the Scheme due to any of the reasons set forth in Rule 6.3 under which no one should be considered as a Selected Participant, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

如选定参与者因出现本计划第6.3条所载不得成为选定参与者的情形，不符合参与本计划资格，进而不再是适格员工，所有已授予但尚未归属的奖励股票应立即没收，除非董事会或其授权人士另有决定。

- 10.3 If a Selected Participant ceases to be an Eligible Employee by reason of leaving the Company due to resignation, expiration or termination of labor contract, employment or contractual engagement by the Company for reason such as redundancy, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

如选定参与者因辞职、劳动合同、雇用或合同关系到期或因裁员终止合作而离职，导致其不再是适格员工，所有已授予但尚未归属的奖励股票应立即没收，除非董事会或其授权人士另有决定。

- 10.4 If a Selected Participant ceases to be an Eligible Employee by reason of retirement upon reaching retirement age stipulated by law, subject to the provisions in Rule 10.1 above, any outstanding

Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

如选定参与者达到法定退休年龄退休而不再是适格员工，除受上述第10.1条的约束外，所有已授予但尚未归属的奖励股票应立即没收，除非董事会或其授权人士另有决定。

- 10.5 If a Selected Participant ceases to be an Eligible Employee by reason of being in a rank or position that does not allow him to hold H Shares Awards of the Company, or being transferred to such a rank or position as a result of reorganization within the Group, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

如选定参与者因其级别或所担任的职位不允许其持有公司的H股奖励，或因集团内部重组而调动至该等级别或职位而不再是适格员工，所有已授予但尚未归属的奖励股票应立即没收，除非董事会或其授权人士另有决定。

- 10.6 If a Selected Participant ceases to be an Eligible Employee by reason of termination of the Selected Participant's labor contract, employment or contractual engagement with the Group or resignation due to incapacity resulting from work injury, any outstanding Award Shares not yet vested shall continue to vest in accordance with the vesting percentage of the Vesting Schedule set out in the Award Letter, or alternative vesting procedures as determined by the Management Committee, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

如选定参与者因工伤丧失行为能力而终止与集团的劳动合同、雇用或合同聘用关系或辞职从而不再是适格员工，除非董事会或其授权人士另有决定外，所有已授予但尚未归属的奖励股票将按照奖励函上记载的归属进度内的可归属比例或管理委员会确定的其他归属程序继续归属。

- 10.7 If a Selected Participant ceases to be an Eligible Employee by reason of termination of the Selected Participant's labor contract, employment or contractual engagement with the Group or resignation due to incapacity not resulting from work injury, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

如选定参与者非因工伤丧失行为能力而终止与集团的劳动合同、雇用或合同聘用关系或辞职从而不再是适格员工，所有已授予但尚未归属的奖励股票应立即没收，除非董事会或其授权人士另有决定。

- 10.8 If a Selected Participant ceases to be an Eligible Employee by reason of death of the Selected Participant due to work injury, any outstanding Award Shares not yet vested shall continue to vest in accordance with the vesting percentage of the Vesting Schedule set out in the Award Letter, or alternative vesting procedures as determined by the Management Committee, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion. The individual performance indicator of such Selected Participant will no longer be included as vesting conditions.

如选定参与者因工伤身亡不再是适格员工，除非董事会或其授权人士另有决定外，所有已授予但尚未归属的奖励股票将按照奖励函上记载的归属进度内的可归属比例或管理委员会确定的其他归属流程继续归属，。该选定参与者的个人绩效评估结果将不再作为归属条件。

- 10.9 If a Selected Participant ceases to be an Eligible Employee by reason of death of the Selected Participant not due to work injury, on the date of the occurrence of such event, any outstanding

Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

如选定参与者非因工伤身故不再是适格员工，在发生该等事件之日，所有已授予但尚未归属的奖励股票应立即没收，除非董事会或其授权人士另有决定。

- 10.10 If a Selected Participant ceases to be an Eligible Employee for reasons other than those set out in Rules 10.1 to 10.9, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

如选定参与者因上述第10.1条至第10.9条以外的原因不再是适格员工，所有已授予但尚未归属的奖励股票应立即没收，除非董事会或其授权人士另有决定。

- 10.11 A Selected Participant shall be taken to have retired on the date that he retires upon or after reaching the age of retirement stipulated by law or specified in his service agreement or pursuant to any retirement policy of the Company applicable to him from time to time or, in case there is no such terms of retirement applicable to the Selected Participant, with the approval of the Board or the Delegatee.

选定参与者应在以下日期视为已退休：达到法定退休年龄或其服务协议约定的退休年龄或公司不时适用的退休政策中规定的退休年龄，如不存在适用于选定参与者的退休条款，则由董事会或其授权人士批准。

- 10.12 The Company shall, from time to time, inform the Trustee in writing, the date on which such Selected Participant ceases to be an Eligible Employee and any amendments to the terms and conditions of the Award with respect to such Selected Participant (including the number of Award Shares entitled).

公司应不时以书面形式通知受托人该等选定参与者不再是适格员工的日期，以及对该等选定参与者的授予条款和条件的任何修订（包括授予股票数量）。

11. Transferability and Other Rights to Award Shares 授予股票的转让及其他权利

- 11.1 Subject to the circumstances set out in Rule 9.14, any Award Shares vested shall not be assignable or transferable for 6 months beginning the Vesting Date of that part of the Award Shares.

除第9.14条所述情况外，自每个归属日起六个月内，当批次归属的奖励股票不得出让或转让。

- 11.2 Any Award granted hereunder but not yet vested shall be personal to the Selected Participant to whom it is made and shall not be assignable or transferable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to any Award, or enter any agreement to do so.

本计划下已授予但尚未归属的股票应属于选定参与者，且不得转让，任何选定参与者不得以任何方式出售、转让、收费、抵押、设押或在授予股票之上为他人创造任何利益，或订立任何处置的协议。

- 11.3 Any actual or purported breach of Rule 11.1 and Rule 11.2 shall entitle the Company to forfeit any outstanding unvested Award or part thereof granted to such Selected Participant. For this purpose, a determination from such person(s) delegated with this function by the Board, to the effect that the Selected Participant has or has not breached any of the foregoing shall be final and conclusive as to such Selected Participant.

任何实质或意图违反第11.1条及第11.2条规定的行为，公司有权没收授予选定参与者的任何已授予但尚未归属的全部或部分股票。本公司董事会授权人士作出的关于选定参与者是否违反上述条款的决定，对选定参与者具有最终约束力。

12. Interest in the Assets of the Trust 信托资产权益

12.1 For the avoidance of doubt:

为免歧义：

- (a) a Selected Participant shall have only a contingent interest in the Award subject to the vesting of such Award in accordance with Rules 9 and 14;

选定参与者仅对奖励享有附条件权益，该权益取决于本计划第9条和第14条的归属安排；

- (b) no instructions may be given by a Selected Participant to the Trustee in respect of the Award or any other property of the Trust and the Trustee shall not follow instructions given by a Selected Participant to the Trustee in respect of the Award or any other property of the Trust;

选定参与者不得就奖励或信托的任何其他财产向受托人发出指示，受托人也不得遵从选定参与者就奖励或信托的任何其他财产向受托人发出的指示；

- (c) neither the Selected Participant nor the Trustee may exercise any Shareholder's rights attached to any H Shares held by the Trustee under the Trust (including any Award Shares that have not yet vested), unless the Board or the Delegatee determines otherwise in its sole and absolute discretion;

选定参与者或受托人均不得行使受托人根据本信托持有的任何 H 股所附带的任何股东权利（包括未归属的奖励股票），除非董事会或其授权人士另有决定；

- (d) a Selected Participant shall have no rights in the balance of the fractional shares arising out of consolidation of H Shares (if any) and such H Shares shall be deemed as Returned Shares for the purposes of the Scheme and shall therefore be treated as lapsed in accordance with the terms of the Scheme; and

选定参与者对因合并H股（如有）而产生的碎股股票余额不享有任何权利，就本计划而言，该H股应视为已退还股票并且根据本计划的条款按失效处理；以及

- (e) in the event a Selected Participant ceases to be an Eligible Employee on or prior to the relevant Vesting Date and the Award in respect of the relevant Vesting Date shall lapse or be forfeited pursuant to Rule 16.2 and Rule 20.2 of the Scheme, such Award shall not vest on the relevant Vesting Date and the Selected Participant shall have no claims against the Company or the Trustee, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

如选定参与者在相关归属日期或之前不再是适格员工，根据本计划第16.2条及第20.2条，与该相关归属日对应的奖励股票应失效或被没收，该等奖励股票不得归属，且选定参与者不得对公司或受托人提出任何索赔，除非董事会或其授权人士另有决定。

13. Restrictive Covenants 限制性条款

- 13.1 By accepting any Award granted pursuant to the Scheme, a Selected Participant shall be deemed to have made the restrictive covenants set forth in this Rule 13 to and for the benefit of the Group.

选定参与者接受根据本计划授予的奖励股票，应视为其已向集团作出本计划第13条规定的限制性承诺，并为集团的利益行事。

- 13.2 The Selected Participant hereby undertakes to the Group that he will not at any time whilst an employee, Director, Shareholder or otherwise interested in the Group (save in so far as is reasonably necessary to fulfill his duties to the Group) or at any time thereafter, directly or indirectly use or disclose or communicate to any person any information concerning the affairs, business methods, processes, systems, inventions, plans or research and development of the Group or those of its customers, clients or suppliers and which may be reasonably regarded as being confidential to the Group or to such persons (other than information which he is required disclose by law or which is for the relevant time being in the public domain other than by reason of wrongful disclosure of the same by him) and will use his best endeavours to prevent the publication or disclosure of any such information by any third party.

选定参与者在此向集团承诺，当其为集团的员工、董事、股东或其他利益相关者时（为履行其对集团的职责而合理需要的情况除外），或在此后的任何时候，其不会直接或间接使用、向任何人士披露或传达与集团或其客户或供应商的事务、业务方法、流程、系统、发明、计划或研发有关的任何信息，且该等信息可合理地被视为集团或该等人士的机密信息（法律要求其披露的信息或当时并非因其不当披露而处于公共领域的信息除外），并将尽其最大努力防止任何第三方发布或披露任何此类信息。

- 13.3 The Selected Participant undertakes to the Group that he will not, except with the prior written approval of the Company, be directly or indirectly concerned with or engaged or interested in any other business which is in any respect in competition with or similar to the business of the Group during his employment with the Group.

选定参与者向集团承诺，在受雇于集团期间，除非事前得到公司的书面批准，否则其不会直接或间接参与、从事或在任何与集团业务存在竞争关系或类似的其他业务中拥有利益。

- 13.4 The Selected Participant undertakes to the Group that for so long as he is employed by the Company or any other member within the Group, he will devote his full time and attention to the business of the Group and will use his best endeavours to develop the business and interests of the Group and will not be concerned with any other (competitive or other) business.

选定参与者向集团承诺只要其受雇于公司或集团任何成员公司，其将全部时间和精力专注于本集团的业务，并将尽最大努力发展本集团的业务和利益，而不会参与任何其他（竞争性或其他）业务。

- 13.5 The Selected Participant undertakes to the Group that he shall strictly comply with his post-employment obligations as set out in his employment agreement and Proprietary Information and Inventions Agreement entered into with the Company.

选定参与者向集团承诺，其将严格遵守与公司签订的雇佣合同及专有信息和发明协议内规定的离职后义务。

14. Takeover, Rights Issue, Open Offer, Scrip Dividend Scheme, etc. 收购、配股、公开发售、股票分红计划等

Change in control 控制权变更

- 14.1 If there is an event of change in control of the Company by way of a merger, privatization of the Company by way of a scheme or by way of an offer, change of actual control of the Company involving reorganization of major assets, the Company no longer exists after merger with another company, division of the Company, or resolution of the general meeting of the Shareholders to replace half of all members of the Board before the expiry of the term of office of the Board, the Board shall in its sole and absolute discretion determine whether this Scheme shall be terminated within 5 trading days upon the change in control of the Company.

如果公司控制权因以下情形发生变更：通过合并、债务整理方案或要约私有化、重大资产重组导致控制权变更；公司在与另一家公司合并后不再存续；公司分立；或股东大会决议在董事会任期届满前更换半数以上董事会成员，则董事会有权在公司控制权发生变更之日起5个交易日内决定是否终止实施本激励计划。

For the purpose of Rule 14.1, “control” shall have the meaning as specified in The Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC from time to time.

就第14.1条而言，“控制”定义见证监会发布并不时更新的《公司收购、合并及股份回购守则》。

Open offer and rights issue 公开发行和配股

- 14.2 In the event the Company undertakes an open offer of new securities, the Trustee shall not subscribe for any new H Shares. In the event of a rights issue, the Trustee shall not acquire any H Shares via the nil-paid rights allotted to it.

如本公司公开发行新证券，受托人不得认购任何新的H股。在配股的情况下，受托人不应通过分配给受托人的未付息权利获取任何H股。

Bonus warrants 红利认股权证

- 14.3 In the event the Company issues bonus warrants in respect of any H Shares which are held by the Trustee, the Trustee shall not subscribe for any new H Shares by exercising any of the subscription rights attached to the bonus warrants, and shall sell the bonus warrants created and granted to it, and the net proceeds of sale of such bonus warrants shall be held as funds of the Trust.

如本公司就受托人所持有的任何H股发出红利认股权证，受托人不得行使红利认股权证附带的任何认购权而认购任何新H股，并须出售所取得的红利认股权证，出售该等红利认股权证的净收益应作为信托资金持有。

Scrip dividend 股票股利

- 14.4 In the event the Company undertakes a scrip dividend scheme, the Trustee shall not elect to receive the scrip H Shares.

若本公司实施股票股利计划，受托人不得选择接收该等H股股票。

Consolidation, sub-division, capitalization issue
合并、分立、资本化发行

- 14.5 In the event the Company undertakes a sub-division, consolidation or reduction of the H Shares, corresponding changes will be made to the number of outstanding Award Shares that have been granted provided that the adjustments shall be made in such manner as the Board or the Delegatee determines to be fair and reasonable in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Scheme for the Selected Participants. All fractional shares (if any) arising out of such consolidation or sub-division in respect of the Award Shares of a Selected Participant shall be deemed as Returned Shares and shall not be transferred to the relevant Selected Participant on the relevant Vesting Date.

如果本公司对H股进行分拆、合并或减资，将对已授予未归属奖励股票数量进行相应的调整，该调整需按照董事会或其授权人士认为公平合理的方式进行，以防止摊薄或扩大根据本计划拟向选定参与者提供的利益或潜在利益。因该等合并或分拆而产生的与选定参与者的奖励股票有关的所有碎股股票（如有）应视为退还股票，且不得在相关归属日转让给相关选定参与者。

- 14.6 In the event of an issue of H Shares by the Company credited as fully paid to the holders of the H Shares by way of capitalization issue (including capitalization of profits or reserves (including share premium account)), the H Shares attributable to any Award Shares held by the Trustee shall be deemed to be an accretion to such Award Shares and shall be held by the Trustee as if they were Award Shares purchased by the Trustee hereunder and all the provisions hereof in relation to the original Award Shares shall apply to such additional Shares.

如果本公司以资本化发行（包括利润或储备金（含股份溢价账户）资本化）的方式向H股持有人发行H股，则由受托人持有的奖励股票所对应的转增H股股票应视为对该奖励股票的增持，并应由受托人持有，如同它们是受托人根据本协议购买的奖励股票，本计划中与原奖励股票有关的所有规定均适用于此类新增股票。

- 14.7 To the extent not otherwise determined by the Board in accordance with the forgoing provision, the method of adjustment of the number of outstanding Award Shares is set out as below:

除非董事会根据上述规定另行决定，已授予未归属奖励股票数量的调整方法如下：

(a) Capitalization issue 资本化发行

$$Q = Q_0 \times (1 + n)$$

Where: “ Q_0 ” represents the number of Award Shares before the adjustment; “ n ” represents the ratio per Share resulting from the capitalization issue; “ Q ” represents the number of Award Shares after the adjustment.

式中：“ Q_0 ”为调整前奖励股票数量；“ n ”表示因资本化发行而产生的每股比率；“ Q ”表示调整后的奖励股票数量。

(b) Consolidation of Shares or share subdivision or reduction of the share capital 股份合并或股份分拆或股本减少

$$Q = Q_0 \times n$$

Where: “ Q_0 ” represents the number of Award Shares before the adjustment; “ n ” represents the ratio of share consolidation or share subdivision or reduction of share capital; “ Q ” represents the

number of Award Shares after the adjustment.

式中：“Q₀”为调整前奖励股票数量；“n”表示股份合并或股份分拆或股本减少的比例；“Q”表示调整后的奖励股票数量。

The adjustments set out under Rule 14.5, Rule 14.6 and this Rule 14.7 and as required under Rule 17.03(13) of the Listing Rules must give a participant the same proportion of the equity capital, rounded to the nearest whole share, as that to which that person was previously entitled, but no such adjustments may be made to the extent that a share would be issued at less than its nominal value (if any). The issue of securities as consideration in a transaction may not be regarded as a circumstance requiring adjustment. In respect of any such adjustments, other than any made on a capitalisation issue, an independent financial adviser or the Company's auditors must confirm to the directors in writing that the adjustments satisfy the requirements set out in the relevant provisions.

根据《上市规则》第17.03(13)条，按本计划第14.5条，第14.6条及第14.7条而作出的调整均须确保参与人持有与调整前相同比例的股本（四舍五入至最接近的整数股），但任何此等调整不得导致股份以低于面值（如有）的价格发行。在交易中作为对价发行的证券不得视为一种须作调整的情况。除进行资本化发行所作调整外，任何其他有关调整均须由独立财务顾问或公司的核数师以书面方式向董事确认有关调整符合相关条文的规定。

- 14.8 In the event of other non-cash and non-scrip distributions made by the Company not otherwise referred to in the Scheme Rules in respect of the H Shares held upon Trust, the Trustee shall sell such distribution and the net sale proceeds thereof shall be deemed as cash income of an H Share held upon the Trust.

如本公司就信托持有的H股作出本计划未规定的其他非现金及非股票派发，受托人须将该等派发出售，而该等派发的净销售收益须视为信托持有的H股的现金收入。

Voluntary winding-up 自动清盘

- 14.9 If an effective resolution is passed during the Award Period for the voluntary winding-up of the Company (other than for the purposes of a reconstruction, amalgamation or scheme of arrangement), the Board or the Delegatee shall in its sole and absolute discretion determine whether the Vesting Dates of any Awards will be accelerated and whether the Selected Participant will be entitled to receive out of the assets available in liquidation on an equal basis with the Shareholders such sum as they would have received in respect of the Awards.

如果公司在奖励期限内通过了自愿清盘有效决议（出于重组、合并或计划安排目的的清盘除外），董事会或其授权人士有权决定是否加快任何奖励股份的归属日期，以及选定参与者是否有权从清算资产中按于股东同等的基准，收取其就奖励股份本应获得的款项。

Compromise or arrangement 和解或偿债安排

- 14.10 If a compromise or arrangement between the Company and its Shareholders or creditors is proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies and a notice is given by the Company to its Shareholders to convene a general meeting to consider and if thought fit approve such compromise or arrangement and such Shareholders' approval is obtained, the Board or the Delegatee shall in its sole and absolute discretion determine whether the Vesting Dates or any Awards will be accelerated.

如果公司拟就其重组计划或与任何其他公司的合并计划，与股东或债权人达成和解或偿债安排，并且由公司向其股东发出召开股东大会的通知以审议（若认为合适则批准）该等和解或偿债安排且获得股东批准，则董事会或其授权人士有权决定是否加快任何奖励股份的

归属日期。

- 14.11 Unless and until the Award Shares are actually transferred to the Selected Participant and/or an institution controlled by him/her (such as a trust or a private company) after vesting on the Vesting Date, the Selected Participant shall have no interest or rights (including the right to vote, receive dividends, or other rights such as any rights arising on a liquidation of the Company) in the Award Shares granted hereunder; Shareholder's rights attached to any H Shares held by the Trustee under the Trust (including any Award Shares that have not yet vested) shall be governed by the Articles and/or any applicable laws, rules and regulations.

除非且直至奖励股票在归属日归属后实际转让给选定参与者和/或其控制的机构（如信托或私人公司），否则选定参与者在在本计划项下被授予的奖励股票中不享有任何权益或权利（包括投票权、获得股息的权利或公司清算时产生的其他权利）；受托人根据信托项持有的任何H股（包括尚未归属的任何奖励股份）所附带的股东权利，应受章程和/或任何适用法律、规则和法规的约束。

15. Scheme Mandate Limit 计划授权上限

- 15.1 The maximum size of the Scheme shall be the maximum number of H Shares issued or to be issued in connection with this Scheme shall not exceed 7,263,300 H Shares (representing approximately 0.41% of the total number of issued shares of the Company (excluding the number of treasury Shares in issue)) (the “**Scheme Mandate Limit**”), provided that the Board or the Delegatee may adjust such Scheme Mandate Limit as a result of any alteration in share capital conducted by the Company as permitted under the Listing Rules (provided that the maximum number of shares that may be issued in respect of all options and awards to be granted under all Relevant Schemes of the Company 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). In any event, unless a higher threshold is permissible under the Listing Rules or any other applicable laws and regulations, the maximum number involving issuance of new Shares or transfer of treasury Shares under the scheme limit of all Relevant Scheme(s) shall not exceed 10% the total number of issued H Shares of the Company (excluding the number of treasury Shares in issue). For the avoidance of doubt, Returned Shares will not be regarded as utilized for the purpose of calculating (i) the Scheme Mandate Limit, and (ii) the aggregate number of H Shares underlying all grants made pursuant to the Scheme.

本计划的上限为与本计划相关的已发行或拟发行 H 股的最大数量，不得超过 7,263,300 股 H 股（占公司已发行股份总数（不包括已发行的库存股数量）的约 0.41%）（“计划授权上限”），但董事会或其授权人士可根据《上市规则》允许的股本变动调整该计划授权上限（前提是根据公司所有相关计划按计划授权限额而授出的所有期权及奖励所涉及的可予发行的最大股份数量，在股份合并或分拆前后占已发行股份总数的百分比必须相同，四舍五入至最接近的整数股）。在任何情况下，除非《上市规则》或任何其他适用法律法规允许更高的上限，否则所有相关计划的计划上限下涉及发行新股或转让库存股的最大数量不得超过公司已发行 H 股总数（不包括已发行的库存股数量）的 10%。为免生疑问，退还股票在计算（i）计划授权上限，以及（ii）根据本计划作出的所有授予所涉及 H 股总数时，不视为已使用的份额。

- 15.2 The total number of incentive H Shares granted to a Selected Participant under all Relevant Scheme(s) in the 12-month period up to and including the date of such grant shall not exceed 1% of the total number of issued shares of the Company (excluding the number of treasury Shares in issue); for the purpose of calculating the total number of non-vested Award Shares under this Rule 15.2, options and Awards lapsed in accordance with the terms of this Scheme and any other

Relevant Scheme(s) from time to time shall be excluded.

在截至授出日期（含该日）的12个月内，根据所有相关计划授予某一选定参与者的奖励股票总数，不得超过公司不时已发行股份总数（不包括已发行的库存股数量）的 1%。就计算本计划第15.2条下的未归属奖励股票总数而言，根据本计划及任何其他相关计划不时失效的期权和奖励将被排除在外。

- 15.3 The Scheme Mandate Limit may be refreshed by ordinary resolution of the Shareholders in general meeting every three years from the date of the Shareholders' approval for the adoption of this provision or last refreshment (whichever is later), provided that:

计划授权上限可自股东批准采纳本条款之日或上一次更新之日（以较后者为准）起每三年通过股东大会普通决议予以更新，但须符合以下条件：

- (a) the Scheme Mandate Limit so refreshed shall not exceed 10% (or such other percentage as may from time to time be specified by the Stock Exchange) of the total number of issued H Shares (excluding the number of treasury Shares in issue) as at the date of such Shareholders' approval of the refreshment of the Scheme Mandate Limit; and

更新后的计划授权上限不得超过股东批准更新计划授权上限当日已发行 H 股总数（不包括已发行的库存股数量）的 10%（或联交所不时指定的其他百分比）；及

- (b) a circular regarding the proposed refreshment of the Scheme Mandate Limited has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules.

关于建议更新计划授权上限的通函已按符合《上市规则》第 17 章相关条文规定的方式向股东发出，并载有该等条文所指定的内容。

Further to the requirements set out above, any refreshment of the Scheme Mandate Limit within three years from the date of the Shareholders' approval for the adoption of this provision or last refreshment (whichever is later) must be approved by the Shareholders in general meeting subject to the following provisions:

除上述规定外，于股东批准采纳本条款之日或上一次更新之日（以较后者为准）起三年内对计划授权上限的任何更新，必须经股东于股东大会上批准，并须符合以下规定：

- (a) any controlling Shareholders and their associates (or where there is no controlling Shareholder, directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting;

任何控股股东及其联系人（或如无控股股东，则为董事（独立非执行董事除外）、公司首席执行官及其各自联系人）必须于股东大会上就相关决议放弃投赞成票；

- (b) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules; and

公司必须遵守《上市规则》第 13.39 (6) 及 (7) 条、第 13.40 条、第 13.41 条及第 13.42 条的规定；及

- (c) the forgoing requirements do not apply if the refreshment is made immediately after an issue of Shares by the Company to its Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit

immediately before the issue of the Shares, rounded to the nearest whole Share.

若更新计划授权上限是在公司根据《上市规则》第 13.36 (2)(a) 条按比例向股东发行股份后立即进行，且更新后的计划授权上限未使用部分（占已发行股份的百分比）与股份发行前的计划授权上限未使用部分相同（四舍五入至最接近的整数股），则上述规定不适用。

16. Returned Shares 退还股票

- 16.1 The Trustee shall hold Returned Shares to be applied towards future Awards in accordance with the provisions hereof for the purpose of the Scheme. When H Shares have been deemed to be Returned Shares under the Scheme Rules, the Trustee shall notify the Company accordingly.

为本计划之目的，受托人应持有本计划规定的用于未来授予奖励的退还股票。当H股根据计划规则被视为退还股票时，受托人应相应地通知本公司。

- 16.2 Subject to Rule 10.3, where a Selected Participant ceases to be an Eligible Employee or when an Award to any Selected Participant lapse for any reasons, any outstanding Award Shares not yet vested shall be immediately forfeited and continue to be held as Returned Shares by the Trustee.

根据第 10.3 条，若选定参与者不再是适格员工，或者向任何选定参与者授予的奖励因任何原因失效，所有尚未归属的奖励股票应立即被没收，并继续由受托人作为退还股票持有。

17. Interpretation 解释

- 17.1 Any decision to be made under the Scheme, including matters of interpretation with respect to the Scheme Rules, shall be made by the Board or the Delegatee. The decision by the Board or the Delegatee shall be final and binding.

根据本计划作出的任何决定，包括与本计划规则有关的解释事宜，均须由董事会或其授权人士作出。董事会或其授权人士的决定为最终决定，具有约束力。

18. Amendment of the Scheme 方案修订

18.1 The 2025 H Share Award and Trust Scheme may be amended in any respect by the Board or the Delegatee, any alteration to the terms and conditions of the 2025 H Share Award and Trust Scheme that are of a material nature or any alteration to the authority of the Board to alter the terms of the 2025 H Share Award and Trust Scheme or any alteration to the specific terms of the 2025 H Share Award and Trust Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Selected Participant or proposed Selected Participant must be approved by the Shareholders in general meeting (with the Selected Participant or proposed Selected Participant and their associates abstaining from voting). The Board's determination as to whether any proposed alteration to the terms and conditions of the 2025 H Share Award and Trust Scheme is material shall be conclusive. The amended terms of this Scheme or the Awards shall still comply with the relevant requirements of Chapter 17 of the Listing Rules.

董事会或其授权人士可对2025年H股奖励信托计划的任何方面作出修订，但以下修订需经股东在股东大会上批准（选定参与者或拟选定参与者及其联系人须放弃投票）：对2025年H股奖励信托计划条款及条件作出的任何重大性质的变更；对董事会修改2025年H股奖励信托计划条款的权限作出的任何变更；对2025年H股奖励信托计划与《上市规则》第17.03条所述事宜相关且对选定参与者或拟选定参与者有利的特定条款作出的任何变更。董事会对2025年H股奖励信托计划条款及条件的任何拟议修改是否属于“重大变更”的认定为最

终决定。修订后的计划或奖励条款仍须符合《上市规则》第十七章的相关规定。

18.2 Subject to the provisions of Rule 18.1, the provisions in the 2025 H Share Award and Trust Scheme may be amended by the Board or the Delegatee to reflect any amendments on the relevant Listing Rules made by the Stock Exchange after the date of adoption of the 2025 H Share Award and Trust Scheme to comply with the relevant provisions of the Listing Rules which the 2025 H Share Award and Trust Scheme has been drafted to reflect the position as at the date of adoption of the 2025 H Share Award and Trust Scheme.

在遵守第18.1条规定的前提下，董事会或其授权人士可修订 2025 年 H 股奖励信托计划中的条款，以反映自2025年H股奖励信托计划采纳日期后，联交所对相关《上市规则》作出的任何修订，从而使2025年H股奖励信托计划遵守《上市规则》的相关规定（本计划在起草时已反映其采纳日的《上市规则》要求）。

19. Cancellation of Awards 取消奖励

- 19.1 The Board or the Delegatee may in its sole and absolute discretion cancel any Award that has not vested or been forfeited.

董事会或其授权人士有权决定取消任何尚未归属或被没收的奖励股份。

- 19.2 Pursuant to Rule 17.03(14) of the Listing Rules, where the Company cancels options or Awards granted to a Selected Participant, and makes a new Grant to the same Selected Participant, such new Grant may only be made under a scheme with available scheme mandate limit approved by the Shareholders as referred to in Rule 17.03B or Rule 17.03C of the Listing Rules. The options or Awards cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

根据《上市规则》第17.03（14）条，如公司取消授予选定参与者的期权或奖励，并向同一选定参与者作出新的授予，则该等新的授予只能根据《上市规则》第17.03 b条或第17.03 c条所述已获股东批准的仍有可用计划授权限额的计划作出。被取消的期权或奖励在计算计划授权限额时将被视为已使用。

20. Termination 计划终止

- 20.1 Subject to Rule 4, the Scheme shall terminate on the earlier of:

根据本计划第4条的规定，本计划应在下列日期孰早者终止：

- (a) the end of the Award Period except in respect of any non-vested Award Shares granted hereunder prior to the expiration of the Scheme, for the purpose of giving effect to the vesting of such Award Shares or otherwise as may be required in accordance with the provisions of the Scheme; or

奖励期限结束之日，但在本计划到期前，根据本计划已授予但尚未归属的任何奖励股票，为使该等奖励股票继续归属，或本计划另有规定除外；或

- (b) such date of early termination as determined by the Board.

董事会确定的提前终止日期。

- 20.2 On the Business Day following the settlement, lapse, forfeiture or cancellation (as the case may be) of the last outstanding Award made under the Scheme, the Trustee shall sell all the H Shares

remaining in the Trust within a reasonable time period as agreed between the Trustee and the Company upon receiving notice of the settlement, lapse, forfeiture or cancellation (as the case may be) of such last outstanding Award (or such longer period as the Company may otherwise determine), and remit all cash and net proceeds of such sale referred to in this Rule 20.2 and other funds remaining in the Trust (after making appropriate deductions in respect of all disposal costs, expenses and other existing and future liabilities in accordance with the Trust Deed) to the Company.

本计划最后一批尚未归属的奖励股票已结算、失效、没收或取消（视情况而定）的后一个交易日，受托人应在收到结算、失效、没收或取消（视情况而定）的通知后，在受托人与本公司约定的合理期限内（或由公司另行决定的更长期限），出售信托内余下的所有 H 股股票，并将第20.2条所提述的该等出售的所有现金及净收益，以及信托中剩余的其他资金（在根据信托契约就所有处置成本、费用及其他现有和未来的负债作出适当扣除后）汇付予公司。

21. Miscellaneous 其他条款

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

本计划不构成本公司或任何附属公司与任何适格员工之间的任何雇佣合同的一部分，而任何适格员工根据其任职或雇佣的条款所享有的权利及承担的义务，不受其参与本计划或其可能拥有的参与本计划的任何权利的影响。此外，本计划不因任何原因导致该等任职或雇佣关系终止而向该适格员工赋予任何额外的补偿或损害赔偿权利。

- 21.2 The Company shall bear the costs of establishing and administering the Scheme, including, for the avoidance of doubt, costs arising from communication as referred to in Rule 21.3, expenses incurred in the purchase of H Shares by the Trustee in accordance with Rules 8.1 and 8.2 and stamp duty incurred according to Rule 9.12 and normal registration fee (i.e. not being fee chargeable by the share registrar of any express service of registration) in respect of the transfer of the Award Shares to Selected Participants on the relevant Vesting Date. For the avoidance of doubt, the Company shall not be liable for any Tax or expenses of such other nature payable on the part of any Eligible Employee in respect of any sale, purchase, vesting or transfer of H Shares (or cash amount of equivalent value being paid), other than for any withholding tax liability of the Company or any member of the Group under applicable laws.

本公司须承担设立及管理本计划的费用，为免歧义，包括因第21.3条所提述的通讯而引致的费用、受托人根据本计划第8.1条及第8.2条购买H股而产生的费用、根据本计划第9.12条所涉及的印花税及在相关归属日向选定参与者转让奖励股票有关的正常登记费（即不包括股份登记处就任何登记服务收取的费用）。为免歧义，除本公司或集团任何成员根据适用法律承担的预扣税责任外，本公司对任何适格员工就H股股票的出售、购买、归属或转让（或支付的等值现金金额）而须缴付的任何税款或其他性质的开支概不负责。

- 21.3 Any notice or other communication between the Company and any Eligible Employee may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its registered office in Hong Kong or the PRC or such other address as notified to the Eligible Employee

from time to time and in the case of an Eligible Employee, his/her address as notified to the Company from time to time or by hand delivery. In addition, any notice (including the Vesting Notice) or other communication from the Company to any Eligible Employee or Selected Participant may be given by any electronic means through the Trustee, as the Board or the Delegatee considers appropriate.

- 21.4 本公司与任何适格员工之间的任何通知或其他通讯，可通过以下方式发出：如属员工通知公司，以预付邮资的邮寄方式或专人递送方式寄至其在中国内地或香港的注册办事处或公司不时通知适格员工的其他地址。如属公司通知员工，则寄至其不时通知公司的地址或通过专人递送。此外，本公司向任何适格员工或选定参与者发出的任何通知（包括归属通知）或其他通讯，可在董事会或其授权人士按其认为适当的方式通过受托人以任何电子方式发出。Any notice or other communication served by post shall be deemed to have been served 24 hours after the same was put in the post. Any notice or other communication served by electronic means shall be deemed to have been received on the day following that on which it was sent.

任何以邮寄方式送达的通知或其他通信，应视为在投递24小时后送达。任何以电子方式送达的通知或其他通信，应视为在发送之日的次日收到。

- 21.5 The Company shall not be responsible for any failure by any Eligible Employee to obtain any consent or approval required for such Eligible Employee to participate in the Scheme as a Selected Participant or for any Tax, expenses, fees or any other liability to which an Eligible Employee may become subject as a result of participation in the Scheme.

本公司不对任何适格员工未能获得作为选定参与者参与本计划所需的任何同意或批准负责，亦不对任何适格员工因参与本计划而可能产生的任何税款、开支、费用或任何其他法律责任负责。

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

本计划的每项条款均应视为独立条款，若任何一项或多项条款全部或部分无法执行，其余条款仍应分别具有可执行性。若任何一项或多项条款无法执行，应视为该等条款已从本计划规则中删除，且该等删除均不影响其他计划规则条款的执行。

- 21.7 The Scheme shall be subject to the applicable provisions of Chapter 17 of the Listing Rules.

本计划应遵守《上市规则》第17章规定适用的约束。

- 21.8 Save as specifically provided herein, the Scheme shall not confer on any person any legal or equitable rights (other than those constituting and attaching to the Award Shares themselves) against the Group directly or indirectly or give rise to any cause of action at law or in equity against the Group. No person shall, under any circumstances, hold the Board or the Delegatee and/or the Company liable for any costs, losses, expenses and/or damages whatsoever arising from or in connection with the Scheme or the administration thereof.

除本计划另有特别规定外，本计划不会直接或间接赋予任何人针对本集团的任何法律或衡平法权利（构成奖励股票本身及与之相关的权利除外），也不会引致针对本集团的任何法律或衡平法诉讼理由。在任何情况下，任何人不得要求董事会或其授权人士和/或公司对因本计划或其管理相关的任何成本、损失、费用和/或损害承担责任。

- 21.9 In the event that an Award lapses in accordance with the Scheme Rules, no Selected Participants shall be entitled to any compensation for any loss or any right or benefit or prospective right or benefit under the Scheme which he or she might otherwise have enjoyed.

如奖励按照本计划规则失效，任何选定参与者无权就其可能原本享有但因奖励失效而损失的任何权利、利益、预期权利、利益获得任何赔偿。

- 21.10 The Scheme shall operate subject to the Articles and to any restrictions under any applicable laws, rules and regulations.

本计划的运作须受章程及任何适用的法律、规则及规例所订的任何限制所规限。

- 21.11 By participating in the Scheme, the Selected Participant consents to the holding, processing, storage and use of personal data or information concerning him or her by any member of the Group, the Trustee or other third party service provider, in Hong Kong or elsewhere, for the purpose of the administration, management or operation of the Scheme. Such consent permits, but is not limited to, the following:

选定参与者通过参与本计划，同意集团任何成员公司、受托人或其他第三方服务提供商在香港或其他地方持有、处理、储存及使用其个人数据和信息，以用于本计划的管理、运营和实施。该等同意包括但不限于：

- (a) the administration and maintenance of records of the Selected Participant;
管理和维护选定参与者的记录；
- (b) the provision of data or information to members of the Group, the Trustee, registrars, brokers or third party administrators or managers of the Scheme, in Hong Kong or elsewhere;
向香港或其他地方的集团成员公司、计划的受托人、登记处、经纪人或第三方管理人员或运营方提供数据或信息；
- (c) the provision of data or information to future purchasers or merger partners of the Company, the Selected Participant's employing company, or the business in which the Selected Participant works;
向公司、选定参与者的雇佣公司或选定参与者所从事业务的未来收购方或合并方提供数据或信息；
- (d) the transfer of data or information about the Selected Participant to a country or territory outside the Selected Participant's home country which may not provide the same statutory protection for the information as his home country; and
将有关选定参与者的数据或信息传输到选定参与者本国以外的国家或地区，而该国家或地区可能不会对该信息提供与其本国相同的法定保护；以及
- (e) in the case where an announcement is required to be made or a circular is required to be despatched pursuant to the Listing Rules or other applicable laws, rules and regulations for the purposes of granting an Award, the disclosure of the identity of such Selected Participant, the number of Award Shares and the terms of the Award granted and/or to be granted and all other information as required under the Listing Rules or other applicable laws, rules and regulations.

如根据《上市规则》或其他适用的法律、规则和条例，为授予奖励而需要发布公

告或发出通函，则须披露该选定参与者的身份、奖励股票的数量、授予和/或拟授予奖励的条款，以及《上市规则》或其他适用法律、规则和条例要求的所有其他信息。

The Selected Participant is entitled, on payment of a reasonable fee, to a copy of the personal data held about him or her, and if such personal data is inaccurate, the Selected Participant has the right to have it corrected.

选定参与者在支付合理价款后可获得其个人资料的副本。如果该个人资料不准确，选定参与者有权要求更正。

- 21.12 The Trustee holding an unvested H Share under the 2025 H Share Award and Trust Scheme, whether directly or indirectly, should abstain from voting on matters subject to shareholder approval in accordance with the Listing Rules unless otherwise required by law to act in accordance with the directions given by the beneficial owner and to give such directions.

根据2025年H股奖励信托计划直接或间接持有未归属的H股的受托人应根据《上市规则》对须经股东批准的事项放弃投票，除非法律另有规定应依照实益拥有人的指示行事并作出该等指示。

22. Dispute Resolution 争议解决

- 22.1 The Board shall determine any question of interpretation and settle any dispute arising under or in connection with this Scheme. In such matters, the Board's decision shall be final.

董事会负责解释并解决因本计划引起或与本计划有关的任何问题与争议。董事会的决定具有终局效力。

23. Governing law 适用法律

- 23.1 The Scheme shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the PRC.

本计划受中华人民共和国香港特别行政区法律管辖并适用其解释。

24. Translation 翻译

- 24.1 In case of any discrepancies between the Chinese and English versions of this Scheme, the English version shall prevail.

如本计划的中英文版有任何不一致之处，以英文文本为准。