
**RULES RELATING TO
THE CHINASOFT SHARE AWARD SCHEME**

1 DEFINITIONS AND INTERPRETATION

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

“Adoption Date”	[*], 2026, being the date on which the adoption of the Scheme is approved by the shareholders of the Company;
“associate”	has the meaning ascribed to it under the Listing Rules;
“Award”	an award of the Awarded Shares by the Board pursuant to Paragraph 5.2(A) to a Selected Employee;
“Awarded Share(s)”	in respect of a Selected Employee, such number of Shares (including Treasury Shares) as awarded by the Board under the Scheme;
“Board”	the board of directors of the Company and if the context so permits, it shall include such committee or sub-committee or person(s) as from time to time delegated with the power and authority by the board of directors of the Company to administer the Scheme;
“Business Day”	a day (other than Saturday, Sunday or public holiday) on which the Stock Exchange is open for trading and on which banks are open for business in Hong Kong;
“close associate”	has the meaning ascribed to it under the Listing Rules;
“Company”	Chinasoft International Limited, a company incorporated in the Cayman Islands, the shares of which are listed on the Stock Exchange (Stock code: 354);
“Contributed Amount”	cash paid or made available to the Trust by way of settlement or otherwise contributed by the Company and/or its Subsidiaries as permitted under the Scheme to the Trust as determined by the Board from time to time;
“controlling shareholder”	has the meaning ascribed to it under the Listing Rules;

“core connected persons”	has the meaning ascribed to it under the Listing Rules;
“CRS”	the Organisation for Economic Cooperation and Development Common Reporting Standard;
“Director”	directors of the Company;
“Employee”	any employee (including without limitation any executive director but excluding any independent non-executive director) of any member of the Group;
“Excluded Employee”	any Employee who is resident in a place where the award of the Awarded Shares and/or the vesting and transfer of the Awarded Shares pursuant to the terms of the Scheme is not permitted under the laws or regulations of such place or where in the view of the Board or the Trustee (as the case may be), compliance with applicable laws or regulations in such place makes it necessary or expedient to exclude such Employee;
“FATCA”	<p>(a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations;</p> <p>(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or</p> <p>(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction;</p>
“Grant Notice”	has the meaning ascribed to it in Paragraph 5.2(H);
“Group”	the Company and its Subsidiaries from time to time, and “member of the Group” means any or a specific one of them;

“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“IRO”	the Inland Revenue Ordinance (Cap. 112 of the Laws of Hong Kong);
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange;
“Residual Cash”	cash in the Trust Fund (including without limitation (i) any Contributed Amount or any remaining amount thereof which is not being returned to the Company pursuant to Paragraph 5.1(E) of the Scheme; (ii) any cash income or dividends derived from Shares held under the Trust; (iii) other cash income or net proceeds of sale of non-cash and non-scrip distribution derived from or in respect of the Shares held under the Trust; and (iv) all interest or income derived from deposits maintained with licensed banks in Hong Kong) which has not been applied in the acquisition of any Shares;
“Scheme”	“The Chinasoft Share Award Scheme” constituted by the rules hereof, in its present form or as amended from time to time in accordance with the provisions hereof;
“Scheme Mandate Limit”	has the meaning ascribed to it in Paragraph 7(A);
“Selected Employee(s)”	Employee(s) selected by the Board pursuant to Paragraph 5.2(A) for participation in the Scheme;
“SFO”	the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong);
“Shares”	ordinary shares of HK\$0.05 each in the capital of the Company (or of such other nominal amount as shall result from a sub-division, consolidation, reclassification or reconstruction of the share capital of the Company from time to time);
“Shareholders”	the shareholders of the Company from time to time;
“share schemes”	has the meaning ascribed to it under Chapter 17 of the Listing Rules;

“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subsidiary”	a company which is for the time being and from time to time a subsidiary (within the meaning ascribed to such term under the Listing Rules of the Company, whether incorporated in Hong Kong or elsewhere;
“substantial shareholder”	has the meaning ascribed to it under the Listing Rules;
“Treasury Shares”	Shares repurchased and held by the Company in treasury, and for the purposes of the Scheme, new Shares include Treasury Shares and the issue of new Shares includes the transfer of Treasury Shares;
“Trust”	the trust constituted by the Trust Deed;
“Trust Deed”	the trust deed entered into between the Company and the Trustee on 18 December 2018 in respect of the share award scheme of the Company approved and adopted by the Board on 10 December 2018 (as restated, supplemented and amended from time to time) and the trust deed to be entered into between the Company and the Trustee in respect of the Scheme;
“Trust Fund”	<p>the funds and properties held under the Trust and managed by the Trustee for the benefit of the Employees (other than the Excluded Employees), including without limitation:</p> <ul style="list-style-type: none"> (a) all Shares acquired by the Trustee for the purpose of the Trust out of the Residual Cash and such other scrip income (including but not limited to bonus Shares and scrip dividends declared by the Company) derived from the Shares held upon the Trust; (b) any Residual Cash; (c) any Awarded Shares or other property to be vested or not vested with the Selected Employee under the terms of the Scheme; and (d) all other properties from time to time representing (a), (b) and (c) above;

“Trust Period”	shall have the meaning as set out in Clause [*] of the Trust Deed;
“Trustee”	Bank of Communications Trustee Limited, and any additional or replacement trustees, being the trustee or trustees for the time being of the trusts declared in the Trust Deed;
“US”	the United States of America;
“Vesting Date”	in respect of a Selected Employee, the date on which his or her entitlement to the Awarded Shares is vested in such Selected Employee in accordance with Paragraph 5.3(A) and other terms of the Scheme; and
“Vesting Notice”	has the meaning ascribed to it in Paragraph 5.3(C).

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

- (i) the headings are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of these rules of the Scheme;
- (ii) references to Paragraphs and Appendices are references to paragraphs and appendices of these rules of the Scheme;
- (iii) references to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute;
- (iv) expressions in the singular shall include the plural and vice versa;
- (v) expressions in any gender shall include other genders;
- (vi) references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organisations, associations, enterprises, branches and entities of any other kind; and
- (vii) references to new Shares or new securities shall include Treasury Shares and references to the issue of or subscription for new Shares or securities shall include the transfer of Treasury Shares.

2 PURPOSES AND OBJECTIVES

(A) The specific objectives of the Scheme are:-

- (i) to recognise the contributions by certain Employees and to provide them with incentives in order to retain them for the continual operation and development of the Group; and
 - (ii) to attract suitable personnel for further development of the Group.
- (B) These rules serve to set out the terms and conditions upon which the incentive arrangement for the Employees shall operate.

3 DURATION

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

4 ADMINISTRATION

- (A) The Scheme shall be subject to the administration of the Board and the Trustee in accordance with the rules of the Scheme and the Trust Deed. The decision of the Board with respect to any matter arising under the Scheme (including the interpretation of any provision) shall be final and binding.
- (B) The Trustee shall hold the Trust Fund in accordance with the terms of the Trust Deed.

5 OPERATION OF SCHEME

5.1 Contribution of funds to the Trust

- (A) The Board may from time to time cause to be paid a Contributed Amount to the Trust by way of settlement or otherwise contributed by the Company or any Subsidiary as directed by the Board which shall constitute part of the Trust Fund, for the purchase or subscription (as the case may be) of Shares and other purposes set out in the Scheme Rules and the Trust Deed.
- (B) Subject to Paragraphs 5.6(B) and 7(A), in the event that the Awarded Shares are to be allotted and issued as new Shares (or transferred from the Treasury Shares held by the Company) for the purpose of the Trust, the Board shall cause an amount equal to the nominal value of such new Shares to be allotted and issued (or of such Treasury Shares to be transferred to the Trustee) be transferred from the Company's resources as soon as practicable but in any event not later than 5 Business Days prior to the allotment and issuance (or transfer) of such Shares as subscription monies for the new Shares or consideration for transfer of the Treasury Shares and cause to issue and allot such new Shares or transfer such Treasury Shares to the Trustee, which shall be held upon trust for the relevant Selected Employee subject to the terms and conditions set out herein and in the Trust Deed. The Company shall comply with the relevant Listing Rules when allotting and issuing any new Shares.

- (C) The Board may from time to time instruct the Trustee in writing to purchase Shares on the Stock Exchange. Once purchased, the Shares are to be held by the Trustee for the benefit of Employees under the Trust on and subject to the terms and conditions of the Scheme and the Trust Deed (the Shares held by the Trustee in relation to the share award scheme of the Company adopted by the Board on 10 December 2018 which have not yet been granted as share awards under such scheme shall be held by the Trustee for the benefit of Employees under the Trust on and subject to the terms and conditions of the Scheme and the Trust Deed). On each occasion when the Board instructs the Trustee to purchase Shares on the Stock Exchange, it shall specify the maximum amount of funds to be used and the range of prices at which such Shares are to be purchased. The Trustee may not incur more than the maximum amount of funds or purchase any Shares at a price falling outside the range of prices so specified unless with the prior written consent of the Board.
- (D) As soon as practicable after receiving the notice setting out the instructions from the Company under Paragraph 5.1(C) with respect to the purchase of the Shares on the Stock Exchange and during such period until being notified by the Board to suspend or cease the purchase, the Trustee shall apply such amount of Residual Cash towards the purchase of such maximum board lot of Shares at the prevailing market price according to the instructions set out in the notice. The Trustee shall also pay the related purchase expenses (including for the time being, the brokerage fee, stamp duty, the Securities and Futures Commission transaction levy and Stock Exchange trading fee) and such other necessary expenses required for the completion of the purchase of the Shares out of the Residual Cash. For the avoidance of doubt, the Shares so purchased and the remaining balance of any Residual Cash shall form part of the Trust Fund. The Trustee is not obliged to purchase any Shares unless the prevailing market price of the Shares falls within the range of prices in accordance with Clause 5.1(C) and that the Trustee has sufficient funds in the Trust to undertake the purchase of such Shares.
- (E) If a period of one week has lapsed after the last purchase of the Shares by the Trustee in accordance with Paragraph 5.1(D) and no purchase instructions from the Board under Paragraph 5.1(C) are outstanding and no new purchase instructions have been received by the Trustee, the Trustee shall, after receiving a notice in writing from the Company, return such remaining part of the Contributed Amount (in any) to the Company as specified in the notice within five (5) Business Days after receipt of such notice.
- (F) The Trustee shall keep the Board from time to time informed of the number of Shares purchased and the price at which those Shares have been purchased. If, for any reason, the Trustee shall not be able to purchase any or all of the Shares with the maximum amount of funds (where the range of prices at which such Shares are to be purchased has been specified by the Board) so specified in the notice within 10 Business Days on which the trading of the Shares has not been suspended on the Stock Exchange after being instructed by the Board to do so, the Trustee shall notify the Board in writing. The Board shall then decide on whether to instruct the Trustee to continue with such purchase and the conditions thereof.

5.2 Award of Awarded Shares to Selected Employees

- (A) Subject to the provisions of the Scheme, including but not limited to the restrictions set out in Paragraphs 5.4(B), 7(A) and 7(B), the Board may, from time to time, at its absolute discretion select any Employee (other than any Excluded Employee) for participation in the Scheme as a Selected Employee, and grant such number of Awarded Shares to any Selected Employee at no consideration and in such number and on and subject to such terms and conditions as it may in its absolute discretion determine. Independent non-executive Directors shall not be eligible participants of the Scheme and shall not be granted any Awards.
- (B) In determining the number of Awarded Shares to be granted to any Selected Employee (excluding any Excluded Employee), the Board shall take into consideration matters including, but without limitation to,
- (a) the present contribution and expected contribution of the relevant Selected Employee to the profits of the Group;
 - (b) the general financial condition of the Group;
 - (c) the Group's overall business objectives and future development plan; and
 - (d) any other matter which the Board considers relevant.
- (C) The Board is entitled to impose any conditions (including a period of continued service within the Group after the Award), as it deems appropriate in its absolute discretion with respect to the vesting of the Awarded Shares on the Selected Employee, and shall inform the Trustee and such Selected Employee the relevant conditions of the Award and the Awarded Shares.
- (D) Subject to Paragraph 5.2(E), no Awarded Shares shall be granted to any Selected Employee if such grant of Awarded Shares to such person would result in the Shares in respect of all award shares and options granted (excluding any award shares and share options lapsed) in accordance with the terms of the Scheme and other share scheme(s) adopted by the Company to such person in the 12-month period (or such other time period as may be specified by the Stock Exchange from time to time) up to and including the date of such grant representing in aggregate over 1% (or such other percentage as may be specified by the Stock Exchange from time to time) of Shares in issue (excluding Treasury Shares, if any), unless:
- (a) such grant has been duly approved, in the manner prescribed by the relevant provisions of Chapter 17 of the Listing Rules, by resolution of the Shareholders in general meeting, at which such person and his/her close associates (as defined under the Listing Rules) (or his/her associates if such person is a connected person) shall abstain from voting;

- (b) a circular regarding the grant has been dispatched to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules; and
 - (c) the number and terms of such Awarded Share are fixed before the general meeting of the Company at which the same are to be approved.
- (E) Each grant of an Award to any Director, chief executive or substantial shareholder of the Company, or any of their respective associates, shall be subject to the prior approval of the independent non-executive Directors. In addition:
 - (a) where any grant of Awarded Shares to any Director (other than an independent nonexecutive Director) or chief executive of the Company, or any of their respective associates, would result in the Shares issued and to be issued in respect of all Awarded Shares granted (excluding any award shares lapsed) in accordance with the terms of the Scheme and other share award scheme(s) of the Company (if any) to such person in the 12-month period (or such other time period as may be specified by the Stock Exchange from time to time) up to and including the date of such grant representing in aggregate over 0.1% (or such other percentage as may be specified by the Stock Exchange from time to time) of the Shares in issue (excluding Treasury Shares, if any) as at the date of such grant, such further grant of Awarded Shares must be approved by Shareholders in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules; or
 - (b) where any grant of Awarded Shares 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 award shares and options granted (excluding any award shares and options lapsed) in accordance with the terms of the Scheme and other share scheme(s) adopted by the Company to such person in the 12 month period (or such other time period as may be specified by the Stock Exchange from time to time) up to and including the date of such grant representing in aggregate over 0.1% (or such other percentage as may be specified by the Stock Exchange from time to time) of the Shares in issue (excluding Treasury Shares, if any) as at the date of such grant, such further grant of Awarded Shares must be approved by the Shareholders in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules.

In the circumstances described in Paragraph 5.2(E) (a) and (b) above, the Company must send a circular to the Shareholders. The Selected Employee(s), his/her associates and all core connected persons of the Company must abstain from voting in favour at such general meeting. The Company must comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules.

- (F) Notwithstanding the provisions in Paragraph 5.2(A), no grant of any Award to any Selected Employee may be made:

- (a) in any circumstances where the requisite approval from any applicable regulatory authorities has not been granted;
- (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 determines otherwise;
- (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;
- (d) where such grant of Award would result in a breach of the Scheme Mandate Limit or would otherwise cause the Company to issue Shares in excess of the permitted amount in the mandate approved by the Shareholders,

and any such grant so made shall be null and void to the extent (and only to the extent) that it falls within the circumstances above.

- (G) Where any grant of Awarded Shares is proposed to be made to any person who is a connected person of the Company within the meaning of the Listing Rules, such grant shall be subject to the Company having complied with such provisions of the Listing Rules as may be applicable, including any reporting, announcement and/or shareholders' approval requirements, unless otherwise exempted under the Listing Rules.
- (H) After the Board has decided to make a grant of Awarded Shares to any Selected Employee, the Board shall send a notice in substantially the form set out in Appendix 1 (the "**Grant Notice**") to such Selected Employee with a copy thereof to the Trustee within 5 Business Days after the grant was made, setting out the number of Awarded Shares so granted and the conditions (if any) upon which such Awarded Shares were granted. Such conditions may include performance target(s) that the Board or the committee of the Board or person(s) to which the Board has delegated its authority may in its sole and absolute discretion determine, if any, which shall include, among others, business targets, financial targets and/or management targets which shall be determined based on the (i) individual performance, (ii) performance of the Group, (iii) performance of business groups, business units, business lines, functional departments, projects and/or geographical area managed by the Selected Employee; (iv) strategic plans formulated by the Selected Employee; and/or (v) developments or breakthroughs in certain markets of the Group's business.
- (I) The number of Awarded Shares specified in the Grant Notice shall, subject to acceptance by the relevant Selected Employee in accordance with Paragraph 5.2(J), constitute the definitive number of Awarded Shares being granted to him.
- (J) Upon receipt of the Grant Notice, the Selected Employee shall confirm acceptance of the Awarded Shares being granted to him by signing and

returning to the Board the acceptance form attached to the Grant Notice within 10 Business Days after the date of the Grant Notice (the “**Acceptance Period**”). As soon as practicable after the receipt of the acceptance form duly signed by the relevant Employee, the Board shall forward a copy thereof to the Trustee.

- (K) If the Employee fails to sign and return the acceptance form attached to the Grant Notice before the expiry of the Acceptance Period, the grant of the Awarded Shares to such Employee shall lapse forthwith and the Awarded Shares shall remain as part of the Trust Fund. Such Employee shall have no right or claim against the Company, any other member of the Group, the Board, the Trust or the Trustee or with respect to those or any other Shares or any right thereto or interest therein in any way. In such instance, the Board shall notify the Trustee of the lapse of the grant of such Awarded Shares as soon as practicable after the expiration of the Acceptance Period.

5.3 Vesting of Awarded Shares

- (A) Subject to the terms and condition of the Scheme and the fulfillment of all vesting conditions to the vesting of the Awarded Shares on such Selected Employee as specified in the Scheme and the Grant Notice, the respective Awarded Shares held by the Trustee on behalf of the Selected Employee pursuant to the provision hereof shall vest in such Selected Employee in accordance with the vesting schedule (if any) as set out in the Grant Notice, and the Trustee shall cause the Awarded Shares to be transferred to such Selected Employee on the Vesting Date. The Vesting Date in respect of any Award shall be not less than 12 months from the date of the Grant Notice.
- (B) The Board or the committee of the Board or person(s) to which the Board has delegated its authority may from time to time while the Scheme is in force and subject to all applicable laws, determine such vesting criteria and conditions or periods for the Award to be vested hereunder to be set out in the Grant Notice. The vesting criteria and conditions for Awards to be granted, if any, may include performance target(s) that the Board or the committee of the Board or person(s) to which the Board has delegated its authority may at its sole and absolute discretion, including, among others, business targets, financial targets and/or management targets which shall be determined based on the (i) individual performance, (ii) performance of the Group, (iii) performance of business groups, business units, business lines, functional departments, projects and/or geographical area managed by the Selected Employee; (iv) strategic plans formulated by the Selected Employee; and/or (v) developments or breakthroughs in certain markets of the Group’s business.

Without limiting the generality of the foregoing, the Board or its delegate may, in respect of any grant of Awards, establish specific annual performance targets at the company level. The performance appraisal period for such company-level targets shall cover four consecutive financial years as determined by the Board at the time of grant. The vesting proportion at the company level (X) shall be determined according to the completion rate of performance targets (P) in each performance appraisal year. The performance appraisal target of each year for the Awards shall be as follows:

The performance indicator shall be revenue from full-stack full-scenario AI products and services of the Company. The completion rate of performance targets (P) shall be calculated as (actual value of performance indicator/target value of performance indicator) multiplied by the weight of the performance indicator.

For the 2026 financial year, the revenue from full-stack full-scenario AI products and services of the Company shall not be less than RMB3 billion.

For the 2027 financial year, the revenue from full-stack full-scenario AI products and services of the Company shall not be less than RMB4.5 billion.

For the 2028 financial year, the revenue from full-stack full-scenario AI products and services of the Company shall not be less than RMB6.75 billion.

For the 2029 financial year, the revenue from full-stack full-scenario AI products and services of the Company shall not be less than RMB8.8 billion.

The “revenue from full-stack full-scenario AI products and services” refers to the revenue generated from full-stack full-scenario AI products and services as disclosed in the annual report of the Company.

- (i) if $P \geq 100\%$, the exercise (or vesting) proportion at company level (X) shall be 100%;
- (ii) if $80\% \leq P < 100\%$, X shall equal P (expressed as a percentage); and
- (iii) if $P < 80\%$, X shall be 0%, and the portion of Awards attributable to the relevant appraisal year shall lapse and be cancelled.

For the avoidance of doubt, vesting of Awards shall be conditional upon satisfaction of the company-level performance target for the immediately preceding financial year. If the company-level performance targets for any appraisal year are not achieved, all Awards scheduled to vest in respect of that year shall not vest and shall be cancelled forthwith, and such unvested portion shall not be deferred to any subsequent period.

(C) Upon the vesting of the Awarded Shares,

- (i) barring any unforeseen circumstances, unless otherwise agreed between the Board, and the Trustee, at least thirty (30) Business Days prior to the Vesting Date, the Board shall send to the relevant Selected Employee (with a copy to the Trustee) a vesting notice in substantially the form set out in Appendix 2 (the “**Vesting Notice**”) together with such prescribed transfer documents which require the Selected Employee to execute to effect the vesting and transfer of the Awarded Shares;
- (ii) upon receipt of the Vesting Notice, the Selected Employee (or his legal representative or lawful successor as the case may be) is required to return to the Board the reply slip attached to the Vesting Notice to

confirm the securities account details, together with the relevant duly signed transfer documents. In the event that the Board does not receive the reply slip and the transfer form from the Selected Employee at least ten (10) Business Days prior to the Vesting Date, the Awarded Shares which would have otherwise vested in such Selected Employee shall be automatically forfeited and remain as part of the Trust Fund; and

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

(D) Prior to the Vesting Date, any Award made hereunder shall be personal to the Selected Employee to whom it is made and shall not be assignable and no Selected Employee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to the Awarded Shares referable to him pursuant to such Award.

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

5.4 Disqualification of Selected Employee

(A) Subject to and save as provided under Paragraph 5.4(C) below, in the event that prior to or on the Vesting Date, a Selected Employee is found to be an Excluded Employee or is deemed to cease to be an Employee pursuant to Paragraph 5.4(B), the relevant Award made to such Selected Employee shall automatically lapse forthwith and the relevant Awarded Shares shall not vest on the relevant Vesting Date but shall remain part of the Trust Fund. Such Employee shall have no right or claim against the Company, any other member of the Group, the Board, the Trust or the Trustee or with respect to those or any other Shares or any right thereto or interest therein in any way.

- (B) Unless the Board determines otherwise, the circumstances under which a person shall be treated as having ceased to be an Employee shall include, without limitation, the following:
- (i) where such person has committed any act of fraud or dishonesty or serious misconduct, whether or not in connection with his employment or engagement by any member of the Group and whether or not it has resulted in his employment or engagement being terminated by the relevant member of the Group;
 - (ii) where such person has been declared or adjudged to be bankrupt by a competent court or governmental body or has failed to pay his debts as they fall due (after the expiry of any applicable grace period) or has entered into any arrangement or composition with his creditors generally or an administrator has taken possession of any of his assets;
 - (iii) where such person has been convicted of any criminal offence; or
 - (iv) where such person has been convicted of or is being held liable for any offence under or any breach of the SFO or other securities laws or regulations in Hong Kong or any other applicable laws or regulations in force from time to time.
- (C) In respect of a Selected Employee who died or retired by agreement with a member of the Group on the Vesting Date, all the Awarded Shares of the relevant Selected Employee shall (subject to the minimum vesting period of no less than 12 months from the date of grant as required under Rule 17.03F of the Listing Rules) be deemed to be vested on the day immediately prior to his death or the day immediately prior to his retirement with the relevant member of the Group.
- (D) (i) In the event of the death of a Selected Employee, the Trustee shall hold the vested Awarded Shares (hereinafter referred to as “**Benefits**”) upon trust and to transfer the same to the legal personal representatives of the Selected Employee and subject as aforesaid the Trustee shall hold the Benefits or so much thereof as shall not be transferred or applied under the foregoing powers within (a) two years of the death of the Selected Employee (or such longer period as the Trustee and the Board shall agree from time to time) or (b) the Trust Period (whichever is shorter) upon trust to transfer the same to the legal personal representatives of the Selected Employee; or
- (ii) If the Benefits would otherwise become bona vacantia, the Benefits shall be forfeited and cease to be transferable and such Benefits shall remain part of the Trust Fund.

5.5 Clawback Mechanism

- (A) The Board may provide in the Grant Notice that any Award prior to it being vested in such Selected Employee in respect of all or a proportion of the Award Shares may be subject to clawback or a longer vesting period for the Award if any of the Clawback Events stated in Paragraph 5.5(B) below shall occur.
- (B) In respect of any Award which is performance linked, if any of the following events (“**Clawback Events**”) shall occur during a vesting period:
- (i) the Selected Employee commits any misconduct(s); or
 - (ii) the granting of any Award, or its becoming vested was based on material misstatement in the financial statements of the Company or any other materially inaccurate performance metric criteria; or
 - (iii) if the Selected Employee joins a company which the Board or the committee of the Board believes in its sole opinion to be a competitor of the Company; or
 - (iv) if any other clawback event implicitly or explicitly characterised in the Grant Notice occurs,
- the Board may (but is not obliged to) by notice in writing to the Selected Employee concerned (a) claw back such number of Awards (to the extent not being vested) granted as the Board may consider appropriate; or (b) extend the vesting period (regardless of whether the initial Vesting Date has occurred) in relation to all or any of the Awards (to the extent not being vested) to such longer period as the Board may consider appropriate.
- (C) The clawback mechanism in Paragraphs 5.5(A) and (B) above applies to unvested Awards only.

5.6 Other terms and conditions

- (A) For the avoidance of doubt,
- (i) subject to Paragraph 5.3(E), a Selected Employee shall not have any interest or rights (including the right to receive dividends) in the Awarded Shares prior to the Vesting Date;
 - (ii) a Selected Employee shall have no rights in the Residual Cash or Shares or such other Trust Fund or property held by the Trust;
 - (iii) no instructions shall be given by a Selected Employee (including, without limitation, voting rights) to the Trustee in respect of the Awarded Shares that have not been vested, and such other properties of the Trust Fund managed by the Trustee;
 - (iv) neither the Selected Employee nor the Trustee shall exercise the voting rights in respect of any Shares held under the Trust (if any)

(including but not limited to the Awarded Shares, any bonus Shares and scrip Shares derived therefrom);

- (v) subject to Paragraph 5.3(E), all cash income and the sale proceeds of non-scrip distribution declared in respect of a Share held upon the Trust will be applied towards (a) the payment of the fees, costs and expenses of the Trust and (ii) the remainder, if any, remain as part of the Trust Fund;
 - (vi) unless otherwise waived by the Board, in the event that the vesting conditions specified in the Grant Notice are not fully satisfied prior to or on the relevant Vesting Date, the award of the Awarded Shares in respect of the relevant Vesting Date shall lapse, such Awarded Shares shall not vest on the relevant Vesting Date and the Selected Employee shall have no claims against the Company, the Board, the Trust or the Trustee; and
 - (vii) in the case of the death of a Selected Employee, the Benefits shall be forfeited if no transfer of the Benefits to the legal personal representatives of the Selected Employee is made within the period prescribed in Paragraph 5.4(D), and the legal personal representatives of the Selected Employee shall have no claims against the Company or the Trustee.
- (B) The new Shares to be allotted upon the exercise of an Award will be subject to all the provisions of the memorandum and articles of association of the Company for the time being in force and will rank *pari passu* in all respects with the fully paid Shares in issue on the date of allotment and issue, and accordingly will entitle the holders to participate in all dividends or other distributions paid or made on or after the date of allotment and issue other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the date of allotment and issue, provided always that when the date of exercise of the Award falls on a date upon which the register of Shareholders is closed, then the exercise of the Award shall become effective on the first business day in Hong Kong on which the register of Shareholders is re-opened. A Selected Employee shall not be entitled to vote in any general meeting of the Company in respect of any of those outstanding Awards yet to be exercised by him unless he has exercised his Award(s) in accordance with the provisions of the Scheme. Once a Selected Employee has exercised his Award(s) in accordance with the provisions of the Scheme, he shall be entitled to vote in respect of those fully paid Shares allotted to him upon the exercise of his Award(s) in accordance with the memorandum and articles of association of the Company for the time being in force.
- (C) No Award shall be made by the Board pursuant to Paragraph 5.2(A) and no instructions to acquire any Shares shall be given to the Trustee under the Scheme pursuant to Paragraphs 5.1(B) and (C) where dealings in the Shares are prohibited under any code or requirement of the Listing Rules and all

applicable laws from time to time. Without limiting the generality of the foregoing, no such instruction is to be given and no such grant is to be made:

- (i) after an event involving inside information in relation to affairs or securities of the Company has occurred or a matter involving inside information in relation to the securities of the Company has been the subject of a decision, until (and including) the trading day after such inside information has been publicly announced in accordance with the application laws and the Listing Rules;
- (ii) 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 year, 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 year or 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 results announcement;
- (iii) to any Director during the period of 60 days immediately preceding the publication date of the annual results for any financial period of the Company or, if shorter, the period from the end of the relevant financial period up to the publication date of the results; and
- (iv) to any Director during the period of 30 days immediately preceding the publication date of the interim results for any financial period of the Company or, if shorter, the period from the end of the relevant half-year period of the financial period up to the publication date of the results.

The Board may, at any time after it has instructed the Trustee to purchase or acquire any Shares in accordance with Paragraphs 5.1(B) and (C), instruct the Trustee in writing to cease purchasing Shares or to suspend purchasing Shares until further notice (without specifying any reasons therefor).

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

6 TAKEOVER, RIGHT ISSUE, OPEN OFFER, SCRIP DIVIDEND SCHEME

- (A) Notwithstanding any other provision provided herein, if there occurs an event of change in control of the Company, whether by way of offer, merger, scheme of arrangement or otherwise prior to the Vesting Date, the Board shall determine at its discretion whether such Awarded Shares shall vest in the Selected Employee and the time (subject to the minimum vesting period of no less than 12 months from the date of grant as required under Rule 17.03F of

the Listing Rules). at which such Awarded Shares shall vest. Subject to the receipt by the Trustee of duly executed prescribed transfer documents within seven (7) Business Days from the deemed Vesting Date, the Trustee shall transfer the Awarded Shares to the Selected Employee in accordance with Paragraph 5.3(C)(iii). For the purpose of this Paragraph 6(A), “control” shall have the meaning as specified in the Hong Kong Codes on Takeovers and Mergers and Share Repurchases from time to time.

- (B) In the event the Company undertakes a subdivision or consolidation of the Shares, such Selected Employee shall be entitled to those Awarded Shares as so subdivided or consolidated and the Board shall as soon as reasonably practicable after such subdivision or consolidation has been effected, notify each such Selected Employee of the number of Awarded Shares that he has become entitled to on vesting after such subdivision or consolidation (as the case may be).
- (C) In the event the Company undertakes an open offer of new securities in respect of any Shares which are held by the Trustee under the Scheme, the Trustee shall not subscribe for any new Shares. In the event of a rights issue, the Trustee shall sell such amount of the nil-paid rights allotted to it on the market as is appropriate and, subject to Paragraph 5.3(E), the net proceeds of sale of such rights shall be held as part of the Trust Fund.
- (D) In the event the Company issues bonus warrants in respect of any Shares which are held by the Trustee, the Trustee shall not subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants and shall sell the bonus warrants created and granted to it on the market, subject to Paragraph 5.3(E), the net proceeds of sale of such bonus warrants shall be held as part of the Trust Fund.
- (E) In the event that the Company undertakes an issue of bonus Shares, subject to Paragraph 5.3(E), the bonus Shares allotted with respect to any Shares which are held by the Trustee shall be held as part of the Trust Fund.
- (F) In the event of other non-cash and non-scrip distribution made by the Company in respect of Shares held upon the Trust, the Trustee shall dispose of such distribution and, subject to Paragraph 5.3(E), the net sale proceeds thereof shall be deemed as cash income of a Share held as part of the Trust Fund.
- (G) If notice is duly given by the Company to its shareholders to convene a shareholders’ meeting for the purpose of considering a resolution for the voluntary winding-up of the Company (other than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company) or an order of winding up of the Company is made, the Board shall determine at its discretion whether such Awarded Shares shall vest in the Selected Employee and the time at which such Awarded Shares shall vest (subject to the minimum vesting period of no less than 12 months from the date of grant as required under Rule 17.03F of the Listing Rules). If the Board determines that any Awarded Shares shall vest,

it shall promptly notify the Selected Employee and shall use its reasonable endeavours to procure the Trustee to take such action as may be necessary to transfer the legal and beneficial ownership of the Awarded Shares which are to become vested in such Selected Employee to such Selected Employee. In the event that any of the Awarded Shares cannot vest prior to the winding-up of the Company, such unvested Awarded Shares shall automatically lapse and no payment or compensation shall be made to the Selected Employee in respect of such lapsed Awarded Shares.

- (H) In the event of a capitalization issue, rights issue, sub-division or consolidation of shares or reduction of capital carried out by the Company, adjustments shall be made to the number of Awarded Shares subject to outstanding Awards granted which adjustments must give to a Selected Employee the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that to which that person was previously entitled prior to the carrying out of the aforesaid corporate event, 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 capitalization issue, an independent financial adviser or the auditors of the Company must confirm to the Directors in writing that the adjustments satisfy the requirements set out in the note to Rule 17.03(13) of the Listing Rules.

7 SCHEME LIMIT

- (A) The total number of new Shares which may be issued in respect of all options and awards to be granted under the Scheme and other share schemes of the Company (“**Scheme Mandate Limit**”) must not in aggregate exceed 4.25% (or such lower percentage which may be specified by the Stock Exchange from time to time) of the total number of Shares in issue (excluding Treasury Shares, if any) as at the Adoption Date or the relevant date of approval of the refreshment of the Scheme Mandate Limit.
- (B) For the purposes of calculating the Scheme Mandate Limit, Shares which are the subject matter of any options or awards that have already lapsed in accordance with the terms of the relevant share scheme(s) of the Company will not be regarded as utilized.
- (C) 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 last refreshment (or the Adoption Date), provided that:
- (a) the Scheme Mandate Limit so refreshed shall not exceed 4.25% (or such lower percentage as may be specified by the Stock Exchange from time to time) of the total number of issued Shares (excluding Treasury Shares, if any) as at the date of such Shareholders’ approval of the refreshment of the Scheme Mandate Limit; and

- (b) a circular regarding the proposed refreshment of the Scheme Mandate Limit has to be dispatched to the Shareholders in a manner complying with, and containing the matters specified in, Chapter 17 of the Listing Rules.
- (D) Further to the requirements set out under Paragraph 7(C) above, any refreshment of the Scheme Mandate Limit within three years from the date of the Shareholders' approval for the last refreshment (or the Adoption Date) must be approved by the Shareholders in general meeting subject to the following provisions:
 - (a) any controlling shareholder and their associates (or if there is no Controlling Shareholder, Directors (excluding independent non-executive Directors) and chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting;
 - (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
 - (c) the requirements under Paragraph 7(D) (a) and (b) above 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.
- (E) The Company may seek separate approval from the Shareholders in general meeting for granting awards which will result in the Scheme Mandate Limit being exceeded, provided that:
 - (a) the grant is only to Selected Employees specifically identified by the Company before the approval is sought; and
 - (b) a circular regarding the grant has been dispatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules and any other applicable laws and rules.
- (F) If the Company conducts any share consolidation or subdivision after the Scheme Mandate Limit has been approved in the general meeting, the maximum number of Shares that may be issued by the Company pursuant to the Scheme and all other share schemes of the Company under the utilized Scheme Mandate Limit 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.

8 CANCELLATION OF AWARDS GRANTED

- (A) The Board in its sole discretion may cancel an Award granted but remained unvested with the approval of the Selected Employee of such Awarded Share in certain circumstances, including where it is necessary to comply with the laws in the jurisdictions in which the Selected Employee and the Company are subject to, or in order to comply with the requirements of any securities exchange, or if the company-level performance targets under paragraph 5.3(B) above are not achieved. No compensation shall be paid to a Selected Employee in respect of cancelled Awards..
- (B) Awarded Shares may be granted to a Selected Employee in place of his/her cancelled Awarded Shares provided that there is available Scheme Mandate Limit approved by the Shareholders as referred to in Rule 17.03B or Rule 17.03C of the Listing Rules. The Awarded Shares cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit.

9 DISPUTES

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

10 ALTERATION OF THE SCHEME

- (A) The Directors may from time to time in their discretion alter the definition of “Selected Employee(s)” and the provisions in Paragraphs 2, 3, 4, 5, 6, 7, 8, 10 and 11 of the Scheme which are of a material nature or provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Selected Employee(s) or prospective Selected Employee(s) provided that approval from the Shareholders in general meeting (with the Selected Employee(s) and their associates abstaining from voting) has been obtained. Save for the above, the Board or its delegate(s) may alter the terms of the Scheme without the approval of the Shareholders in a general meeting. No such alteration shall operate to affect adversely the terms of Award or issue of any Awarded Shares granted or agreed to be granted prior to such alteration except with the consent or sanction in writing of such majority of the Selected Employee(s) as would be required of the Shareholders under the constitutional documents for the time being of the Company for a variation of the rights attached to the Shares.
- (B) Any change to the authority of the Board to alter the terms of the Scheme shall not be valid unless approved by the Shareholders in general meeting.
- (C) Any change to the terms of Awarded Shares granted to a Selected Employee must be approved by the Board, the remuneration committee of the Company, the independent non-executive Directors and/or the Shareholders in general meeting (as the case may be) if the initial grant of the Awarded Shares requires such approval (except where the alterations take effect automatically under the existing provisions of the Scheme).

- (D) The amended terms of the Scheme or the Awarded Shares must comply with Chapter 17 of the Listing Rules.

11 TERMINATION

- (A) The Scheme shall terminate on the earlier of:
- (i) the tenth (10) anniversary date of the Adoption Date; and
 - (ii) such date of early termination as determined by the Board by a resolution of the Board,

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

- (B) Upon termination of the Scheme,
- (i) no further grant of Awarded Shares may be made under the Scheme;
 - (ii) all the Awarded Shares of the Selected Employees granted under the Scheme shall continue to be held by the Trustee and become vested in the Selected Employees according to the conditions of the Award, subject to the receipt by the Trustee of the transfer documents prescribed by the Trustee and duly executed by the Selected Employee;
 - (iii) upon the expiration of the Trust Period, all Shares (except for any Awarded Shares subject to vesting on the Selected Employees) remaining in the Trust Fund shall be sold by the Trustee within twenty eight (28) Business Days (on which the trading of the Shares has not been suspended) (or such longer period as the Trustee and the Board may otherwise determine);
 - (iv) upon the expiration of the Trust Period all net proceeds of sale referred to in Paragraph 11(B)(iii) and such other funds and properties remaining in the Trust Fund managed by the Trustee (after making appropriate deductions in respect of all disposal costs, liabilities and expenses) shall be remitted to the Company forthwith. For the avoidance of doubt, the Trustee may not transfer any Shares to the Company nor may the Company otherwise hold any Shares whatsoever (other than its interest in the proceeds of sale of such Shares pursuant to Paragraph 11(B)(iii)).
- (C) For the avoidance of doubt, the temporary suspension of the granting of any Award shall not be construed as a decision to terminate the operation of the Scheme.

12 CONDITIONS

- (A) The Scheme is conditional on:

- (a) the passing of ordinary resolution(s) by the Shareholders at a general meeting of the Company to (1) approve and adopt the Scheme; (2) authorize the Board to grant Awarded Shares under the Scheme; and (3) authorize the Board to allot and issue new Shares in respect of any Awards to be granted pursuant to the Scheme; and
- (b) the Stock Exchange granting the approval for the listing of, and permission to deal in, any new Shares on the Stock Exchange which may be issued by the Company in respect of all Awarded Shares to be granted in accordance with the terms and conditions of the Scheme.

13 WITHHOLDING

- (A) The Company or any Subsidiary shall be entitled to withhold, and any Selected Employee shall be obliged to pay, the amount of any tax and/or social security contributions attributable to or payable in connection with the grant of the Awarded Shares.
- (B) The Board may establish appropriate procedures to provide for any such payment so as to ensure that the Company or any Subsidiary receive advice concerning the occurrence of any event which may create, or affect the timing or amount of, any obligation to pay or withhold any such taxes or social security contributions or which may make available to the Company or such Subsidiary any tax deduction resulting from the occurrence of such event.
- (C) The Company or any Subsidiary may, by notice to the Selected Employee and subject to any rules as the Board may adopt, require that the Selected Employee pay at the time of the Award an amount estimated by the Company or any Subsidiary to cover all or a portion of the tax and/or social security contributions attributable to or payable in connection with the Award.

14 MISCELLANEOUS

- (A) The Scheme shall not form part of any contract of employment between the Company or any Subsidiary and any Employee, and the rights and obligations of any Employee under the terms of his office or employment shall not be affected by his participation in the Scheme or any right which he may have to participate in it and the Scheme shall afford such Employee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.
- (B) 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 Paragraph 14(D), expenses, stamp duty, transaction levies and normal registration fees incurred in the purchase of Shares by the Trustee and the transfer of Awarded Shares to Selected Employees 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 Employee in respect of any sale, purchase, vesting or transfer of Shares.

- (C) In the event that any tax, duty, levy or social security contribution in any jurisdiction is payable by any Selected Employee in connection with the grant of any Awarded Shares or the vesting (or otherwise the transfer) of any Awarded Shares, such Selected Employee shall be responsible for the prompt payment of such tax, duty, levy or social security contribution (as the case may be) and shall indemnify the Company and the Trustee against any loss, damage, liability, costs and expenses arising from or in connection with any default or delay in the payment thereof.
- (D) Any notice or other communication between the Company and any Employee may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its head office and principal place of business in Hong Kong or such other address as notified to the Employee from time to time, and in the case of an Employee, his address as notified to the Company from time to time. 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.
- (E) The Company, the Board, the Trust and the Trustee shall not be responsible for any failure by any Employee to obtain any consent or approval required for such Employee to participate in the Scheme as a Selected Employee or for any tax, duty, expenses, fees or any other liability to which he may become subject as a result of his participation in the Scheme.
- (F) Each and every provision hereof shall be treated as a separate provision and shall be severally enforceable as such and in the event of any provision or provisions being or becoming unenforceable in whole or in part. To the extent that any provision or provisions are unenforceable they shall be deemed to be deleted from these rules of the Scheme, and any such deletion shall not affect the enforceability of the rules of the Scheme as remain not so deleted.

15 GOVERNING LAW

- (A) The Scheme shall operate subject to the Bye-laws of the Company and any applicable law and regulations to which the Company is subject.
- (B) The Scheme is governed by and shall be construed in accordance with the laws of Hong Kong.

16 DISCLOSURE RIGHTS

- (A) Notwithstanding anything to the contrary contained in the Scheme, the Trustee shall, in furtherance of the Trustee's obligation under or pursuant to FATCA, IRO or CRS or any analogous law, regulation, rule, ordinance or treaty (collectively "**Compliance Laws**") and such other obligations and duties as required by any taxation or government authorities anywhere in the world howsoever and wheresoever arising and whether legally enforceable or not

(collectively “**Compliance Obligations**”) as the Trustee may in its absolute discretion deem necessary, have the power to:

- (i) keep information relating to the identity, citizenship and tax residence and status and such other necessary information (as required under the Compliance Laws or by any taxation or government authorities) of the Company, the Employees or other Controlling Person (as such term is defined under the relevant Compliance Laws, the “**Controlling Person**”) for the purpose of compliance with such Compliance Obligations; and
 - (ii) disclose or report such information referred to in paragraph (a) above to any relevant government or tax authority or third party financial institution in any jurisdiction for any purpose as such government or tax authority or third party financial institution may deem appropriate in the circumstances at their discretion.
- (B) Notwithstanding anything to the contrary contained in the Scheme, in the absence of willful misconduct, gross negligence or fraud, the Trustee shall not be liable for any penalty or withholding imposed under the Compliance Laws and all local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, treaty, agreement with or demands or request by such authorities resulting from the reporting of incomplete or incorrect information, or the failure to report such information and the Company shall indemnify the Trustee on a full indemnity basis against any such penalty or withholding.

Appendix 1

GRANT NOTICE

[Letterhead of Chinasoft International]

PRIVATE AND CONFIDENTIAL

[Date]

[Name and address of Employee]

Dear Sir,

Share Award Scheme adopted on

Grant Notice

We refer to the share award scheme adopted by the Company on [*] 2026 (the **Share Award Scheme**). Except as otherwise defined, capitalised terms used herein shall have the same meaning as defined in the rules of the Share Award Scheme (the **Scheme Rules**).

We are pleased to inform you that the board of directors of the Company (the **Board**) decided on [*] to grant you [[*] Awarded Shares/cash award in an amount of [*] (“**Cash Award**”)] under the Share Award Scheme. These Awarded Shares/Cash Award are being granted to you on and subject to the terms and conditions of the Share Award Scheme, including, without limitation, the vesting conditions pursuant to Paragraph 5.3(B) of the Scheme Rules [and the vesting conditions set out below], which provide that the Awarded Shares/Cash Award being granted to you will, subject to your acceptance, become vested in you in the proportion and on the dates as follows:

[insert vesting schedule from scheme rules or as determined by the Board (if any)]

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

[Insert any additional Conditions]]

[Insert any Clawback Mechanism]

The grant of the Awarded Shares/Cash Award to you referred to above will only be effective if you sign and return the attached acceptance form to us within 10 Business Days after the date of this notice. If you fail to do this, the grant of the Awarded Shares/Cash Award to you referred to above will lapse and you will not have any right or claim against the Company, any other member of the Group, the Board, the Trust or

the Trustee or with respect to those or any other Awarded Shares or any right thereto or interest therein in any way.

Yours faithfully
For and on behalf of
For and on behalf of
Share Award Committee of
Chinasoft International Limited

Name:

Position:

Copy: The Trustee
Bank of Communications Trustee Limited

To: Share Award Committee of
Chinasoft International Limited

Copy: The Trustee
Bank of Communications Trustee Limited

Acceptance Form

I, _____ (holder of [*insert description of identity document*] numbered [*insert number*]), confirm my acceptance of the Awarded Shares/Cash Award being granted to me by the Board on behalf of the Company. I agree and accept that such Awarded Shares/Cash Award are being granted to me on and subject to the terms and conditions of the Scheme and the Grant Notice and I agree to be bound by those terms and conditions and the Scheme Rules.

Date:

Appendix 2

VESTING NOTICE

[Letterhead of Chinasoft International Limited]

PRIVATE AND CONFIDENTIAL

[Date]

[Name and address of Selected Employee]

Dear Sirs,

Share Award Scheme adopted on [*] 2026

Vesting Notice

We refer to the share award scheme adopted by the Company on [*] 2026 (the **Share Award Scheme**). Except as otherwise defined, capitalised terms used herein shall have the same meaning as defined in the rules of the Share Award Scheme (the **Scheme Rules**).

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

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

Yours faithfully
For and on behalf of
Share Award Committee of
Chinasoft International Limited

Name:

Position:

Copy: The Trustee
Bank of Communications Trustee Limited

To: Share Award Committee of
Chinasoft International Limited

Copy: The Trustee
Bank of Communications Trustee Limited

Reply Slip

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

For Vesting Shares

Name of custodian/broker: _____

CCASS No. of custodian/broker: _____

Contact Person of custodian/broker: _____

Telephone number of custodian/broker: _____

Account Name: _____

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

Account Number: _____

For Cash Award

Name of designated bank: _____

Account name : _____

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

Account number: _____

Signed by the Selected Employee	Selected Employee's Signature verified by the Company
---------------------------------	----------------------------------------------------------

Name:

Name:
Authorized Signatory of the Company