**Pharmaron Beijing Co., Ltd.**

**2026 H Share Award and Trust Scheme**

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## 1. Definitions and Interpretation

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:

"Actual Selling Price" is the actual price at which the Award 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 9.1, the consideration receivable under the related scheme or offer;

"Adoption Date" is the date on which the Shareholders and the Board approve this Scheme;

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

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

"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;

"Award Letter" shall have the meaning as set out in Rule 7.2;

"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;

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

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

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

"CCASS" is the Central Clearing and Settlement System, a securities settlement system used within the Hong Kong Exchanges and Clearing Limited market system;

"Company" or "our Company" is Pharmaron Beijing Co., Ltd.;

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

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

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

“Eligible Employee” shall have the meaning as set out in Rule 5.1; 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;

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

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

“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;

“HKSCC” is the Hong Kong Securities Clearing Company Limited;

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

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

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

“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;

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

“Relevant Scheme(s)” has the meaning ascribed thereto under Rule 5.4(b);

“Remuneration and Appraisal Committee” is the remuneration and appraisal committee of the Board;

“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;

“Scheme” or “this Scheme” is the 2026 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;

“Scheme Mandate Limit” shall have the meaning as set out in Rule 10.1;

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

“Selected Participant” is any Eligible Employee who, in accordance with Rule 5, is approved for participation in this Scheme, and has been granted any Award under this Scheme;

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

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

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

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

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

“Taxes” shall have the meaning as set out in Rule 7.16;

“Trust” is, where a Trustee has been appointed, the trust constituted by the Trust Deed to service the Scheme;

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

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

“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 7.2, such date shall fall after the date when the annual results announcement of the Company is published for any Vesting Period;

"Vesting Notice" shall have the meaning as set out in Rule 7.12;

"Vesting Schedule" shall have the meaning as set out in Rule 7.4;

"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.

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

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

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

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

(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;

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

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

(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 or rules 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;

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

(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 sole and absolute discretion.

## 2. Purpose of the Scheme

2.1 The purposes of this Scheme include the following:

(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;

(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 Company, and employees (including Directors (except for independent non-executive Directors) and senior management);

(c) to recognize the contributions of the leadership of the Company including the Directors and long-standing employees of the Company;

(d) to 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

(e) to provide additional incentive for the leadership of the Company and long-standing employees by aligning the interests of the leadership of the Company to that of the Shareholders and the Group as a whole.

## 3. Life of the Scheme

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 14.1(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.

## 4. Administration

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

(a) the general meeting of the Shareholders, as the institution vested with the supreme authority of the Company, is responsible for approving 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;

(b) the Board is the authorized governing institution in charge of the administration of the Scheme in accordance with the Scheme Rules and where applicable, the Trust Deed.

4.2 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 4.2 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 4.1(b).

4.3 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.

4.4 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.

4.5 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.

4.6 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. For the avoidance of doubt, the Company has the right but is not obligated to appoint a Trustee.

4.7 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:

(a) construe and interpret the Scheme Rules and the terms of the Awards granted under the Scheme;

(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;

(c) decide how the vesting of the Award Shares will be settled pursuant to Rule 7;

(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;

(e) grant Awards to those Eligible Employees whom it shall select from time to time;

(f) determine the terms and conditions of the Awards;

(g) establish, assess and administer performance targets in respect of the Scheme;

(h) approve the form and content of an Award Letter;

(i) adjust the number of outstanding Award Shares pursuant to Rule 9.5 or accelerate the Vesting Dates of any Awards pursuant to Rule 7.4;

(j) where a Trustee has been appointed, transfer corresponding treasury H Shares out of treasury and/or newly issued H Shares to the Trust upon such grant, or where no Trustee has been appointed, arrange for the transfer of treasury H Shares and/or newly issued H Shares directly to the Selected Participant upon vesting;

(k) exercise any authority as may be granted by the Shareholders from time to time;

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

(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.

4.8 None of the Directors or any Delegatee shall be personally liable by reason of any contract or other instrument executed by him/her, or on his/her 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.

4.9 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.

4.10 Where a Trustee has been appointed, a Trust Deed shall be entered into between the Company and the Trustee for the purpose of the Trust. Pursuant to the Trust Deed, the Trust shall be 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 the underlying H Shares of the Scheme through transfer of treasury H Shares by the Company to the Trust and/or through the issue of new H Shares by the Company. 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 7 and relevant provisions under the Trust Deed.

Where a Trustee has been appointed, the Trustee:

(a) shall only be obliged to transfer Award Shares to Selected Participants on vesting to the extent that Award Shares are comprised in the Trust;

(b) may receive H Shares from the Company through the transfer of treasury H Shares and/or through the issue of new H Shares by the Company to the Trust, and such H Shares may be transferred to the Trustee at such price as might be approved by the Board or the Delegatee. Such H Shares can only be transferred to the Trustee when being granted to any Selected Participants; and

(c) may, at its election upon the Board or the Delegatee's instruction, assign H Shares acquired in any manner pursuant to this Rule 4 to a specific Award.

4.11 Where no Trustee has been appointed, the Scheme shall be administered by the Board and treasury H Shares and/or newly issued H Shares shall be utilized as Award Shares. The Company will hold such H Shares in accordance with the Listing Rules and applicable PRC laws and regulations. Upon vesting of Award Shares, the relevant H Shares shall be transferred directly to the Selected Participant, upon which such Shares shall cease to be treasury H Shares.

4.12 For any treasury H Shares deposited with CCASS, the Company will (i) procure its broker not to give any instructions to HKSCC to vote at general meetings of the Company for the treasury H Shares deposited with CCASS; and (ii) in the case of dividends or distributions, withdraw the treasury H Shares from CCASS before the record date for the dividends or distributions, or take any other appropriate measures to ensure that it will not exercise any shareholders' rights or receive any entitlements which would otherwise be suspended under applicable laws if those H Shares were registered in its own name as treasury shares. The Company will adopt appropriate measures to ensure that treasury H Shares and Award Shares will be segregated.

4.13 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.

## 5. Selection of Selected Participants

5.1 For the purposes of this Scheme, Eligible Employee is any PRC or non-PRC employee, Director (excluding any independent non-executive Director) of the Company and its subsidiaries.

5.2 Subject to Rule 5.1, 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 5.4, 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.

5.3 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, including the present and expected contribution of the relevant Selected Participant to the Group.

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

(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;

(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;

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

(d) has caused losses to the Company during his/her 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.

The Selected Participants shall undertake: if any of the above provisions occur during implementation of the Scheme which would prevent him/her from being considered as a Selected Participant, he/she shall give up his/her rights to participate in the Scheme and shall not be given any compensation.

5.4 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:

(a) Any grant of 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;

(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 options and 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% (or such other threshold as provided for by the Listing Rules from time to time) 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

(c) Where any grant of 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% (or such other threshold as provided for by the Listing Rules from time to time) of the H Shares in issue (excluding 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).

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 2026 H Share Award and Trust Scheme.

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

5.5 Notwithstanding the provisions in Rules 5.1 to 5.4, no grant of any Award Shares to any Selected Participant may be made and no directions or recommendations shall be given to the Trustee (where appointed) 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, provided that nothing in this provision shall prevent the grant of Award Shares conditional to the approval and adoption of the Scheme by the Shareholders:

(a) in any circumstances where the requisite approval from any applicable regulatory authorities or Shareholders 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 or the Delegatee 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;

(e) after the expiry of the Award Period or after the earlier termination of this Scheme in accordance with Rule 14;

(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 applicable laws, or where dealings by Directors are prohibited under any code or requirement of the Listing Rules or any applicable laws, rules or regulations;

(g) 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; and

(h) during any period of delay in publishing a results announcement described in Rule 5.5(g).

5.6 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 6.1 to 6.9 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.

## 6. Changes of Circumstances Pertaining to the Selected Participants and Clawback Mechanism

6.1 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 the 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:

(a) violation of laws, professional ethics or the leakage of confidential information of the Company;

(b) causing damage to the interests or reputation of the Company due to failure to discharge his/her duties or a willful misconduct;

(c) termination of his/her employment contract by the Company for any of the above reasons; or

(d) material misstatement in the Company's financial statements.

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.

6.2 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 5.3 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.

6.3 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 reasons 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.

6.4 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 6.1 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.

6.5 If a Selected Participant ceases to be an Eligible Employee by reason of being in a rank or position that does not allow him/her to hold H Share 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.

6.6 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.

6.7 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.

6.8 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 target of such Selected Participant will no longer be included as vesting conditions.

6.9 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.

6.10 If a Selected Participant ceases to be an Eligible Employee for reasons other than those set out in Rules 6.1 to 6.9, 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.

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

6.12 The Company shall, from time to time, inform the Trustee (where applicable) 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 to which such Selected Participant is entitled).

## 7. Granting and Vesting of Award

7.1 The Board or the Delegatee may from time to time, at its sole and absolute discretion, determine such granting and vesting criteria, conditions, schedule and/or period for the Award to be granted and/or vested hereunder while the Scheme is in force and subject to all applicable laws, rules and regulations. The H Shares for Awards shall be sourced from a combination of treasury H Shares repurchased and new H Shares that may be issued by the Company from time to time, provided that the issuance of new H Shares shall comply with the requirements of the Articles and no new H Shares may be issued under this Scheme within 12 months of the issuance of any H Shares either by way of placing or subscription.

7.2 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**"). As soon as practicable after the grant of any Award to a Selected Participant, where a Trustee has been appointed, the Company shall provide a fully executed copy of the Award Letter to the Trustee.

7.3 Unless otherwise specified 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.

7.4 Subject to the satisfaction of the vesting conditions and criteria of the relevant Vesting Period as described in Rules 7.5 and 7.6 below, all Awards under this Scheme shall be vested in accordance with such vesting schedule (the "**Vesting Schedule**") as provided in the Award Letter. 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 9, the vesting period of Awards shall not be less than 12 months, provided that the Board or the Delegatee may, in its sole and absolute discretion, determine a shorter or no vesting period in any of the following circumstances:

(a) Grants of "make-whole" share awards to new joiners to replace the share awards they forfeited when leaving the previous employers;

(b) Grants to a participant whose employment is terminated due to death or disability or occurrence of any out of control event. In those circumstances the vesting of share awards may accelerate;

(c) Grants of awards with performance-based vesting conditions provided in the scheme document, in lieu of time-based vesting criteria;

(d) Grants that are made in batches during a year for administrative and compliance reasons. They may include share awards that should have been granted earlier but had to wait for a subsequent batch. In such cases, the vesting periods may be shorter to reflect the time from which an award would have been granted;

(e) Grants of awards with a mixed or accelerated vesting schedule such as where the awards may vest evenly over a period of 12 months;

(f) Grants of awards with a total vesting and holding period of more than 12 months; and

(g) Grants of awards as replacement or in exchange for awards which were previously granted under any Relevant Scheme(s) and are replaced by the grant of a new Award under this Scheme.

7.5 Vesting of the Award granted under this Scheme is subject to the conditions of the performance targets, and any other applicable vesting conditions as set out in the Award Letter. Each Award Letter will specify the performance targets that a Selected Participant is required to achieve before an Award can be vested under the terms of this Scheme. Nevertheless, the Board or the Delegatee may impose performance targets 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 are not limited to:

(a) 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, assessed by reference to the grade attained by the relevant Selected Participant in his/her annual performance review, under which employees are graded on a four-tier scale from A to D (Grade A: exceeds expectation, Grade B: meets expectation, Grade C: average, and Grade D: fail);

(b) the overall development and operation of the Group, with performance targets specified by the Management Committee with reference to the Group's actual operating status, including but not limited to the Group's annual financial performance; and

(c) any other performance targets as the Board or the Delegatee considers appropriate.

7.6 The performance targets of the Scheme consist of Group performance target and/or individual performance target (including the individual having satisfactorily passed or achieved 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.

7.7 If the Selected Participant fails to satisfy the vesting conditions applicable to the relevant Award Shares, unless otherwise determined by the Board or the Delegatee in its sole and absolute discretion, all Award Shares which may otherwise be vested during the relevant Vesting Period shall lapse immediately and shall be held (where a Trustee has been appointed) by the Trustee as Returned Shares, or (where no Trustee has been appointed) treated as Returned Shares in accordance with the Scheme Rules. For the avoidance of doubt, the Award Shares that lapse in accordance with this Rule shall not be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Selected Participant shall not be entitled to any compensation.

7.8 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.

7.9 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.

7.10 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.

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

(a) where a Trustee has been appointed, 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

(b) where no Trustee has been appointed, arrange for the transfer of the Award Shares (whether treasury H Shares or newly issued H Shares) directly to the Selected Participant upon vesting; or

(c) 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 (where a Trustee has been appointed) the Trustee's ability to give effect to any such transfer to the Selected Participant, the Board or the Delegatee will direct the relevant parties 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.

7.12 Except in the circumstances set out in Rule 7.16, barring any unforeseen circumstances, within a reasonable time period agreed between the Company (and where a Trustee has been appointed, 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, where applicable, forward a copy of the Vesting Notice to the Trustee and instruct accordingly the extent to which the Award Shares shall be transferred and released to the Selected Participant in the manner as determined by the Board or the Delegatee, or be sold as soon as practicable from the Vesting Date.

7.13 Except in circumstances as set out in Rule 7.16, subject to the receipt of the Vesting Notice and the instructions from the Board or the Delegatee, the relevant Award Shares shall be transferred and released to the relevant Selected Participant (whether through the Trustee where one has been appointed, or directly by the Company where no Trustee has been appointed) in the manner as determined by the Board or the Delegatee, or the relevant Award Shares shall be sold within any time stipulated in Rule 7.12 above and the Actual Selling Price paid to the Selected Participant within a reasonable time period in satisfaction of the Award.

7.14 Any stamp duty arising from the acquisition of H Shares by the Trustee (where applicable) 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.

7.15 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 (where applicable) shall be liable for any such costs and expenses thereafter.

7.16 Other than the stamp duty to be borne by the Company in accordance with Rule 7.14, 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 (where applicable) shall be liable for any Taxes. The Selected Participant will indemnify the Trustee (where applicable) 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 (where applicable) or any member of the Group may, notwithstanding anything else in these Scheme Rules (but subject to applicable law):

(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);

(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;

(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

(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.

The Trustee (where applicable) or the Company 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 relevant party and the Company that such Selected Participant's obligations under this Rule have been met.

7.17 Transferability:

(a) Subject to the circumstances set out in Rule 7.16, any Award Shares vested shall not be assignable or transferable for 6 months beginning from the Vesting Date of that part of the Award Shares; provided, however, that the Board or the Delegatee may, in its sole and absolute discretion, permit the early release of such restriction in respect of all or any part of the relevant Award Shares prior to the expiry of such 6-month period;

(b) 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;

(c) Any actual or purported breach of Rules 7.17(a) and 7.17(b) 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;

7.18 Unvested Award Shares granted under the Scheme shall automatically lapse and become Returned Shares upon the earliest of the following:

(a) the date on which the relevant Selected Participant ceases to be an Eligible Employee in the circumstances set out in Rules 6.2, 6.3, 6.4, 6.5, 6.7, 6.9 or 6.10 of the Scheme, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion;

(b) the date on which the relevant Selected Participant fails to satisfy the vesting conditions (including any applicable performance targets) attaching to the relevant Award Shares as set out in the Award Letter in accordance with Rule 7.7 of the Scheme, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion;

(c) the date on which the Company forfeits the relevant Award pursuant to Rule 7.17(c) of the Scheme;

(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; or

(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 Rules 12.2 and 14.3 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 (where applicable), unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

For the avoidance of doubt, Award Shares that lapse in the circumstances set out above shall be treated as Returned Shares and, in accordance with Rule 7.7 of the Scheme, shall not be regarded as utilized for the purpose of calculating the Scheme Mandate Limit.

7.19 Other terms and conditions:

(a) For the avoidance of doubt, a Selected Participant shall have only a contingent interest in the Award subject to the vesting of such Award in accordance with Rules 7 and 9;

(b) Where a Trustee has been appointed, 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;

(c) Neither the Selected Participant nor the Trustee (where applicable) 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;

## 8. Restrictive Covenants

8.1 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 8 to and for the benefit of the Group.

8.2 The Selected Participant hereby undertakes to the Group that he/she 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/her 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/she is required to 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/her) and will use his/her best endeavours to prevent the publication or disclosure of any such information by any third party.

8.3 The Selected Participant undertakes to the Group that he/she 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/her employment with the Group.

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

8.5 The Selected Participant undertakes to the Group that he/she shall strictly comply with his/her post-employment obligations as set out in his/her employment agreement and proprietary information and inventions agreement entered into with the Company.

## 9. Takeover, Rights Issue, Open Offer, Scrip Dividend Scheme, etc.

### Change in control

9.1 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, and whether (i) any granted but unvested and/or, (ii) granted and vested but unissued Award shall be treated in accordance with Rule 14.2(b).

For the purpose of Rule 9.1, "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.

**Open offer and rights issue**

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

**Bonus warrants**

9.3 In the event the Company issues bonus warrants in respect of any H Shares which are held by the Trustee (where applicable), 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.

**Scrip dividend**

9.4 In the event the Company undertakes a scrip dividend scheme, the Trustee (where applicable) shall not elect to receive the scrip H Shares.

**Consolidation, sub-division, capitalization issue and other adjustments**

9.5 In the event the Company undertakes a sub-division, consolidation, bonus issue, rights issue, open offer (with price dilutive elements) 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.

9.6 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 Company or the Trustee (where applicable) 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.

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

(a) Capitalization issue or bonus issue

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

Where: "$Q_0$" represents the number of Award Shares before the adjustment; "n" represents the ratio per Share resulting from the capitalization issue or bonus issue; "Q" represents the number of Award Shares after the adjustment.

(b) Consolidation of Shares or share subdivision or reduction of the share capital

$$Q = Q_0 \times n$$

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.

(c) Rights issue or open offer (with price dilutive elements)

$$Q = Q_0 \times P_1 \times (1 + n) \div (P_1 + P_2 \times n)$$

Where: "$Q_0$" represents the number of Award Shares before the adjustment; "$P_1$" represents the closing price of the Shares as at the record date; "$P_2$" represents the subscription price of the rights issue or open offer (with price dilutive elements); "n" represents the ratio of the rights issue or open offer (with price dilutive elements) allotment; "Q" represents the number of Award Shares after the adjustment.

The adjustments set out under Rules 9.5 to 9.7 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 capitalization 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.

9.8 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 (where applicable), the Trustee (where applicable) shall sell the assets received by way of such distribution and the net sale proceeds thereof shall be deemed as cash income of an H Share held upon the Trust.

**Voluntary winding-up**

9.9 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 (subject to Rule 7.4 of this Scheme) 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.

**Compromise or arrangement**

9.10 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 of any Awards will be accelerated (subject to Rule 7.4 of this Scheme).

9.11 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 (where applicable) 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.

## 10. Scheme Mandate Limit

10.1 The maximum number of H Shares issued or to be issued in connection with this Scheme (whether through the issue of new H Shares or transfer of treasury H Shares) shall not exceed 28,000,000 H Shares and 7.82% of the issued H Shares (excluding treasury H Shares) as at the Adoption Date (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 H Shares or transfer of treasury H Shares under the scheme limit of all Relevant Scheme(s) shall not exceed 10% of the total number of issued H Shares of the Company (excluding the number of treasury H 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.

10.2 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 10.2, Awards lapsed in accordance with the terms of this Scheme and any other Relevant Scheme(s) from time to time shall be excluded.

10.3 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:

(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

(b) a circular regarding the proposed refreshment of the Scheme Mandate Limit 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.

10.4 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:

(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;

(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 foregoing 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.

**11. Cancellation of Awards**

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

11.2 Pursuant to Rule 17.03(14) of the Listing Rules, where the Company cancels 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 Awards cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit.

**12. Returned Shares**

12.1 The Trustee (where applicable) shall hold Returned Shares to be applied towards future Awards in accordance with the provisions hereof for the purpose of the Scheme. Where no Trustee has been appointed, any Returned Shares shall be held by the Company and applied towards future Awards in accordance with the Scheme Rules. When H Shares have been deemed to be Returned Shares under the Scheme Rules, the Trustee (where applicable) shall notify the Company accordingly.

12.2 Subject to Rule 6.3, where a Selected Participant ceases to be an Eligible Employee or when an Award to any Selected Participant lapses for any reason, any outstanding Award Shares not yet vested shall be immediately forfeited and continue to be held as Returned Shares by the Trustee (where applicable) or the Company (where no Trustee has been appointed).

**13. Amendment of the Scheme**

13.1 This Scheme may be amended in any respect by the Board or the Delegatee. Any alteration to the terms and conditions of this Scheme that are of a material nature or any alteration to the authority of the Board to alter the terms of this Scheme or any alteration to the specific terms of this Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules to the advantage of a Selected Participant or a 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 this 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.

13.2 Subject to the provisions of Rule 13.1, the provisions in this Scheme may be amended by the Board or the Delegatee to reflect any amendments to the relevant Listing Rules made by the Stock Exchange after the date of adoption of this Scheme to comply with the relevant provisions of the Listing Rules which this Scheme has been drafted to reflect the position as at the date of adoption of this Scheme.

**14. Termination**

14.1 The Scheme shall terminate on the earlier of:

(a) the end of the Award Period pursuant to Rule 3, 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

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

14.2 Upon termination of the Scheme:

(a) No further Award Shares shall be granted under the Scheme; and

(b) Any outstanding Award Shares that have been (i) granted but not yet vested or (ii) granted and vested but unissued as at the date of such early termination shall, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion, continue to vest in accordance with the Vesting Schedule and subject to the vesting conditions set out in the relevant Award Letter, and the Scheme shall continue to operate for so long as is necessary 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.

14.3 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 (where applicable) 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 14.3 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. Where no Trustee has been appointed, the Company shall deal with any remaining H Shares in accordance with the applicable provisions of the Listing Rules and applicable PRC laws and regulations.

## 15. Miscellaneous

15.1 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/her office or employment shall not be affected by his/her participation in the Scheme or any right which he/she 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.

15.2 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 15.3, expenses incurred in connection with the acquisition of H Shares for the purposes of the Scheme and stamp duty incurred according to Rule 7.14 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.

15.3 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. 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 (where applicable), as the Board or the Delegatee considers appropriate.

15.4 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.

15.5 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.

15.6 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.

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

15.8 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.

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

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

15.11 By participating in the Scheme, the Selected Participant consents to the holding, processing, storage and use of personal data or information concerning him/her by any member of the Group, the Trustee (where applicable) 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:

(a) the administration and maintenance of records of the Selected Participant;

(b) the provision of data or information to members of the Group, the Trustee (where applicable), registrars, brokers or third party administrators or managers of the Scheme, in Hong Kong or elsewhere;

(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;

(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/her home country; and

(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.

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

15.12 The Trustee (where applicable) holding any unvested H Share(s) under the 2026 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.

**16. Dispute Resolution and Governing Law**

16.1 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.

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