



**S E A HOLDINGS LIMITED**

**SHARE OPTION SCHEME**

**Adopted by an ordinary resolution of the Shareholders  
of the Company on [•] 2024**

# 1 DEFINITIONS

1.1 In this Scheme, the following expressions shall have the following meanings:

<b>“Adoption Date”</b>	means the date on which this Scheme is adopted by a resolution of Shareholders in a general meeting of the Company;
<b>“Associate”</b>	has the same meaning of “associate” as defined in the Listing Rules;
<b>“Auditors”</b>	means the auditors of the Company for the time being;
<b>“Board”</b>	means the board of Directors or a committee of the Board duly formed to administer matters in relation to this Scheme;
<b>“Business Day”</b>	means any day on which the Stock Exchange is open for the business of dealing in securities listed thereon;
<b>“chief executive”</b>	has the same meaning of “chief executive” as defined in the Listing Rules;
<b>“Close Associate”</b>	has the same meaning of “close associate” as defined in the Listing Rules;
<b>“Companies Act”</b>	means the Companies Act 1981 of Bermuda, as amended, supplemented or otherwise modified from time to time;
<b>“Companies Ordinance”</b>	means the Companies Ordinance, Chapter 622 of the Laws of Hong Kong, as amended, supplemented or otherwise modified from time to time;
<b>“Company”</b>	means S E A Holdings Limited, an exempted company duly incorporated in Bermuda with limited liability, the Shares of which are listed and traded on the Main Board of the Stock Exchange (Stock code: 251);
<b>“Connected Person”</b>	has the same meaning of “connected person” as defined in the Listing Rules;

<b>“Controlling Shareholder”</b>	has the same meaning of “controlling shareholder” as defined in the Listing Rules;
<b>“Core Connected Person”</b>	has the same meaning of “core connected person” as defined in the Listing Rules;
<b>“Date of Grant”</b>	means the date (which must be a Business Day) on which the Board resolves to grant an Option to an Eligible Participant under this Scheme;
<b>“Director(s)”</b>	means the director(s) of the Company for the time being;
<b>“Eligible Participant(s)”</b>	means any Employee Participant(s), Related Entity Participant(s) or Service Provider(s) which the Board considers, in its sole discretion, to have contributed or will contribute to the Group;
<b>“Employee Participant(s)”</b>	means the directors and other members of senior management and other employees of the Group (including any persons who are granted Options, or proposed Grantees as an inducement to enter into an employment contract (or the equivalent) with the Company or any of its subsidiaries) who may be eligible to participate in this Scheme in accordance with its terms;
<b>“Grantee(s)”</b>	means any Eligible Participant who accepts the Offer in accordance with the terms of this Scheme or (where the context so permits) his/her Personal Representative(s);
<b>“Group”</b>	means the Company and its Subsidiaries;
<b>“HK\$”</b>	means the lawful currency for the time being of Hong Kong;
<b>“Holding Company”</b>	has the same meaning of “holding company” as defined in the Listing Rules;
<b>“Hong Kong”</b>	means the Hong Kong Special Administrative Region of The People’s Republic of China;

<b>“Individual Limit”</b>	has the meaning prescribed hereto in paragraph 6.5 of this Scheme;
<b>“Listing Committee”</b>	means the listing sub-committee of the board of the Stock Exchange;
<b>“Listing Rules”</b>	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited as amended, supplemented or otherwise modified from time to time;
<b>“Offer”</b>	means an offer of an Option made in accordance with paragraph 7.3 of this Scheme;
<b>“Offer Date”</b>	means the date on which an Offer is made to an Eligible Participant;
<b>“Option(s)”</b>	means an option to subscribe for Shares granted pursuant to this Scheme and for the time being subsisting;
<b>“Option Period”</b>	means in respect of any particular Option, the period within which the Shares must be taken up as determined and notified by the Board to the Grantee at the time of making an Offer, which shall not be beyond ten (10) years from the Date of Grant;
<b>“Personal Representative(s)”</b>	means the person or persons who, in accordance with the laws of succession applicable in respect of the death of a Grantee, is or are entitled to exercise the Option granted to such Grantee (to the extent not already exercised);
<b>“Related Entity(ies)”</b>	means the holding company(ies), fellow subsidiary(ies) or associated company(ies) of the Company;
<b>“Related Entity Participant(s)”</b>	means any director or employee (whether full time or part time but excludes any former employee unless such former employee otherwise qualifies as an Eligible Participant) of the Related Entity;
<b>“Scheme”</b>	means this share option scheme in its present form or as may be amended from time to time in accordance with paragraph 15 of this Scheme;

<b>“Scheme Mandate Limit”</b>	has the meaning prescribed hereto in paragraph 6.1 of this Scheme;
<b>“Service Providers”</b>	<p>means person(s) (whether a natural person, a corporate entity or otherwise) who provides services to the Group on a continuing or recurring basis in its ordinary and usual course of business which is in the interests of the long term growth of the Group, including:</p> <p>(a) person(s) or entity(ies) that engages architecture and design, construction, renovation contractors for the project development works to the Group, including (i) architects and designers and (ii) construction companies and contractors; and</p> <p>(b) suppliers of services, including  (i) property managers and  (ii) marketing consultants,</p> <p>where the continuity and frequency of their services are akin to those of employees. But, for avoidance of doubt, excluding placing agents or financial advisers providing advisory services for fundraising, mergers or acquisitions of the Company or its subsidiaries; and professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity;</p>
<b>“Service Provider Sub-limit”</b>	has the meaning prescribed hereto in paragraph 6.2 of this Scheme;
<b>“Shareholders”</b>	means the holders of Shares;
<b>“Share(s)”</b>	means share(s) of nominal amount of HK\$0.10 each of and in the share capital of the Company, or, if there has been a sub-division, consolidation, re-classification or re-construction of the share capital of the Company, shares forming part of the ordinary share capital of the Company of such other nominal amount as shall result from any such sub-division, consolidation, re-classification or re-construction;

<b>“Stock Exchange”</b>	means The Stock Exchange of Hong Kong Limited or such other stock exchange which is the principal stock exchange (as determined by the Board) on which the Shares are for the time being listed and/or traded;
<b>“Subscription Price”</b>	means the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option pursuant to paragraph 8 of this Scheme, subject to any adjustments made pursuant to paragraph 11 of this Scheme;
<b>“Subsidiary”</b>	<p>means:</p> <p>(a) in respect of the Company, a company which is for the time being and from time to time a subsidiary of the Company (within the meaning of the Companies Ordinance and/or the Companies Act); or</p> <p>(b) in respect of any other company, a company which is for the time being and from time to time a subsidiary of that other company (within the meaning of the local companies law, act and/or ordinance where the subject company was incorporated),</p> <p>whether incorporated in Hong Kong or elsewhere, and <b>“Subsidiaries”</b> shall be construed accordingly;</p>
<b>“Substantial Shareholders”</b>	has the same meaning of “substantial shareholders” as defined in the Listing Rules;
<b>“Supplementary Guidance”</b>	means the supplementary guidance attached to the letter from the Stock Exchange dated 5 September 2005 and any guidance and interpretation issued from time to time by the Stock Exchange relating to share option schemes;
<b>“Termination Date”</b>	means the date that falls on the expiry of ten (10) years after the Adoption Date;

<b>“vesting”</b>	means that the Eligible Participant is entitled to an Option subject to: (a) the conditions precedents in paragraph 2 have been met or waived; and (b) the vesting conditions in accordance with the terms of the grant of the Options are met; and <b>“vest”</b> and <b>“vested”</b> shall be construed accordingly;
<b>“Vesting Date”</b>	the date or dates, as determined from time to time by the Board, on which the Option (or part thereof) is to vest to the Grantee as set out in the relevant letter of Offer pursuant to paragraph 7.2 of this Scheme; and
<b>“%”</b>	means per cent.

1.2 In this Scheme, unless the context requires otherwise:

- 1.2.1 paragraph headings are for ease of reference only and shall be ignored in construing this Scheme;
- 1.2.2 references to paragraph or paragraphs are references to paragraph or paragraphs hereof;
- 1.2.3 words importing the singular include the plural and vice versa;
- 1.2.4 words importing one gender include both genders and the neuter and vice versa;
- 1.2.5 references to persons include bodies corporate and unincorporated;
- 1.2.6 references to any statutory provisions or rules prescribed by any statutory bodies shall include the same as from time to time amended, consolidated and re-enacted; and
- 1.2.7 references to any statutory body shall include the successor thereof and any body established to replace or assume the functions of the same.

## **2 CONDITIONS**

2.1 This Scheme is conditional upon (1) the passing of an ordinary resolution by the Shareholders resolving to approve and adopt this Scheme at a general meeting of the Company and to authorise the Board to grant Options under this Scheme and to allot and issue Shares pursuant to the exercise of any Options; and (2) the Listing Committee granting approval for the listing of, and permission to deal in, any Shares which may fall to be issued upon the exercise of subscription rights attaching to the Options to be granted under this Scheme.

- 2.2 Reference in paragraph 2.1 to the Listing Committee granting the approval and permission shall include any such approval and permission which are granted subject to such conditions as the Listing Committee may impose.
- 2.3 A certificate signed by a Director certifying that the conditions set out in paragraph 2.1 have been fulfilled or satisfied shall be conclusive evidence of the matters so certified.

### **3 PURPOSE**

- 3.1 This Scheme is a share incentive scheme and is established to recognize and acknowledge the contributions which the Eligible Participants have made or will make to the Group and promote the long term success of the Company by aligning the interests of the Grantees with those of the Shareholders.
- 3.2 This Scheme will provide the Eligible Participants with an opportunity to have a personal stake in the Company with a view to achieving the following objectives:
- 3.2.1 motivating the Eligible Participants to utilise their performance and efficiency for the benefit of the Group; and
  - 3.2.2 attracting and retaining or otherwise maintaining an ongoing relationship with the Eligible Participants whose contributions are or will be beneficial to the long term growth and development of the Group.

### **4 COMMENCEMENT, DURATION AND ADMINISTRATION**

- 4.1 Subject to the satisfaction of all the conditions in paragraph 2.1, this Scheme shall commence on the Adoption Date and shall continue in force until the Termination Date.
- 4.2 This Scheme shall be subject to the administration of the Board whose decision on all matters arising in relation to this Scheme or the interpretation of its terms or effect shall (save as otherwise provided herein) be final, conclusive and binding on all persons who may be affected thereby. The Board shall have the right to (a) interpret and construe the rules of this Scheme; (b) determine the persons (if any) who shall be offered Options under this Scheme and the number of Shares and Subscription Price, subject to paragraph 8; (c) make such adjustments to the terms of the Options granted under this Scheme to the relevant Grantee as the Board deems necessary, and shall notify the relevant Grantee of such adjustment by written notice; and (d) make such other decisions or determinations as it shall deem appropriate in relation to the Offers and/or the administration of this Scheme provided that the same are not inconsistent with the rules of this Scheme, the Listing Rules and other applicable laws and regulations.
- 4.3 The authority to administer this Scheme may be delegated by the Board to a committee of the Board or any person(s) as deemed appropriate at the sole discretion of the Board, provided that nothing in this paragraph 4.3 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 paragraph 4.2.



- 4.4 Subject to paragraphs 2, 15 and 16, this Scheme shall be valid and effective until the Termination Date, after which period no further Options may be offered or granted but the terms of this Scheme shall remain in force to the extent necessary to give effect to the exercise of any Options granted or exercised prior thereto or otherwise as may be required in accordance with the terms of this Scheme.
- 4.5 No member of the Board shall be personally liable by reason of any contract or other instrument executed by such member or on his behalf in his capacity as a member of the Board nor for any mistake of judgement made in good faith, and the Company shall indemnify on demand and hold harmless each employee, officer or director of the Company to whom any duty or power relating to the administration or interpretation of this Scheme may be allocated or delegated, 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 or omission to act in connection with this Scheme unless arising out of such person's own gross negligence, fraud or bad faith.

## **5 PARTICIPANTS AND BASIS FOR DETERMINING ELIGIBILITY OF PARTICIPANTS**

- 5.1 The Board may at its discretion grant Options to any (i) Employee Participant; (ii) Related Entity Participant; and (iii) Service Provider.
- 5.2 The basis of eligibility of any of the above classes of Eligible Participants to the grant of any Options shall be determined by the Board from time to time and on case-by-case basis. Generally:
- 5.2.1 with respect to Employee Participants, the Board will consider, among others, their general working performance, time commitment (full-time or part-time), length of their service within the Group, working experience, responsibilities and/or employment conditions with reference to the prevailing market practice and industry standard;
- 5.2.2 with respect to Related Entity Participants, the Board will consider, among others, their participation and contribution to the development of the Group and/or the extent of benefits and synergies brought to the Group; and
- 5.2.3 with respect to Service Providers, the Board will consider, among others, their experience and expertise, continuity and frequency of their services to the Group, their involvement in promoting the business of the Group, or where appropriate, contribution or potential contribution to the long-term growth of the Group. In assessing whether the Service Provider provides services to the Group on a continuing and recurring basis, the Board shall take into consideration the length and type of services provided and the recurrences and regularity of such services, and will benchmark such metrics against the performance of the employees, officers and directors of the Group to whom the Group provides equity incentives, while taking into account the purpose of this Scheme and the objectives in engaging the Service Provider. In assessing whether the Service Provider provides services to the Group in the Company's ordinary and usual course of business, the Board shall take into consideration the nature of the services provided to the Group by the Service Provider, and whether such services form part of or are directly ancillary to the businesses conducted by the Group, as disclosed in the Company's financial reports.

- 5.3 Under this Scheme, Service Providers encompass (a) person(s) or entity(ies) that engages architecture and design, construction, renovation contractors for the project development works to the Group, including (i) architects and designers and (ii) construction companies and contractors; and (b) suppliers of services including (i) property managers and (ii) marketing consultants. Among these Service Providers eligible for this Scheme,
- (a) in determining the eligibility of architects, designers, construction companies and contractors, the Board will consider, among other things, (i) the reliability, quality and performance of services provided, (ii) the frequency, scale and nature of the services provided; (iii) the length of business relationship with the Group; (iv) the potential and/or actual contribution to the business affairs of the Group in terms of promoting continuous development and growth of the Group, bringing innovative ideas and new talents to the Group, and the actual or potential contribution to the Group's revenue or profits attributable to services provided; (v) their knowledge and network in the industry or other relevant factors including capability, business connections, technical know-how, market competitiveness, synergy between the relevant architects, designers, construction companies and contractors with the Group, strategic value, reputation and credibility; and/or (vi) the continuity or recurrence of services provided; and
  - (b) in determining the eligibility of property managers and marketing consultants, the Board will consider, among other things, (i) their potential and/or actual scale and degree of cooperation with the Group; (ii) the length of business relationship with the Group; (iii) the replacement costs of property managers and marketing consultants; (iv) the potential and/or actual contribution to the Group's revenue or profits attributable to services provided; (v) their knowledge and network in the industry or other relevant factors including expertise, capability, technical know-how, market competitiveness, synergy between the relevant property managers and marketing consultants with the Group, business connections, strategic value, reputation and credibility; and/or (vi) the continuity or recurrence of services provided.
- 5.4 Any person or company whom or which the Board has resolved is qualified to be an Eligible Participant must remain eligible during the period when any Option granted to him or it remains outstanding.
- 5.5 In the event that the Board has resolved that a Grantee fails or otherwise is unable to meet the continuing eligibility criteria, the Company is entitled to cancel without compensation any outstanding Option or part thereof granted to such Grantee to the extent not already exercised.
- 5.6 Subject to the terms of this Scheme, the Board may impose any vesting criteria, restrictions or limitations or waive any such vesting criteria, restrictions or limitations from time to time in relation to any Options as it may at its absolute discretion think fit.

## 6 MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION

- 6.1 The total number of Shares which may be issued in respect of all Options and awards to be granted under this Scheme and any other share schemes of the Company must not, in aggregate, exceed 10% of the Shares in issue as at the Adoption Date of this Scheme (the “**Scheme Mandate Limit**”), unless Shareholders’ approval has been obtained pursuant to paragraph 6.4.
- 6.2 Subject to paragraph 6.1 above, the maximum number of Shares which may be issued in respect of all Options and awards to be granted under this Scheme and any other share schemes of the Company to Service Providers must not, in aggregate exceed 0.5% of the number of Shares in issue as at the Adoption Date (the “**Service Provider Sub-limit**”). In addition, the Service Provider Sub-limit shall be separately approved by Shareholders in general meeting, and a circular regarding the Service Provider Sub-limit shall be 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 (including but not limited to the basis for determining the Service Provider Sub-limit and an explanation as to why the Service Provider Sub-limit is appropriate and reasonable).
- 6.3 Shares which are the subject matter of any Options or awards that have already lapsed in accordance with the terms of this Scheme or any other share schemes of the Company will not be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sub-limit under paragraphs 6.1 and 6.2.
- 6.4 The Scheme Mandate Limit referred to under paragraph 6.1 and the Service Provider Sub-limit referred to under paragraph 6.2 may be refreshed by the Company seeking Shareholders’ approval in general meeting after three (3) years from the date of the first Shareholders’ approval for such limits (or the Adoption Date) or for the last refreshment (as the case may be). Any refreshment within any three (3)-year period must be approved by the Shareholders subject to the following provisions:
- 6.4.1 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) and the Service Provider Sub-limit so refreshed shall not exceed 0.5%, respectively, of the total number of issued Shares as at the date of such Shareholders’ approval of the refreshment of the Scheme Mandate Limit and the Service Provider Sub-limit;
  - 6.4.2 for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sub-limit, Options or awards lapsed will not be regarded as utilized and Options or awards cancelled will be regarded as utilized;
  - 6.4.3 any controlling Shareholders and their Associates (or if there is no controlling Shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective Associates) must abstain from voting in favour of the relevant resolution at the general meeting;
  - 6.4.4 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

- 6.4.5 a circular regarding the proposed refreshment of the Scheme Mandate Limit and the Service Provider Sub-limit has been dispatched to the Shareholders in a manner complying with, and containing the matters specified in, Chapter 17 of the Listing Rules.

Notwithstanding the foregoing, the Board may seek separate approval of the Shareholders in general meeting to grant Options beyond the Scheme Mandate Limit or the refreshed limit referred to in paragraph 6.4, provided that the Options in excess of the Scheme Mandate Limit or the refreshed limit shall be granted only to the Eligible Participants specifically identified by the Company before such approval is sought. A circular containing the name of each of the specified Eligible Participants who may be granted such Options, the number and terms of the Options to be granted, and the purpose of granting Options to the specified Eligible Participants with an explanation as to how the terms of the Options serve such purpose and other information required under the Listing Rules must be sent to the Shareholders. The number and terms (including the Subscription Price) of Options to be granted to such Eligible Participants must be fixed before Shareholders' approval and the date of Board meeting for proposing such grant should be taken as the date of grant for the purpose of calculating the Subscription Price.

- 6.5 The maximum number of Shares issued or to be issued in respect of all Options and awards granted to a Grantee at any one time or in aggregate under this Scheme and all other share schemes of the Company (excluding any options and awards lapsed in accordance with the terms of the respective share schemes) in any 12-month period up to and including the date of such relevant grant should not exceed 1% of the issued share capital of the Company as at the date of such relevant grant (the “**Individual Limit**”). Where any grant to a Grantee may result in exceeding the Individual Limit, the Company shall not grant such Options unless:

6.5.1 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 the relevant Eligible Participant and his/her Close Associates (or his/her Associates if the relevant Eligible Participant is a Connected Person) shall abstain from voting;

6.5.2 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

6.5.3 the number and terms of such Option are fixed before Shareholders' approval at the general meeting of the Company and the date of Board meeting for proposing such grant should be taken as the Date of Grant for purpose of calculating the Subscription Price.

## 7 GRANT OF OPTIONS

- 7.1 Subject to paragraph 7.11, the Board shall, in accordance with the rules of this Scheme, be entitled but shall not be bound to, at any time within ten (10) years after the Adoption Date, make an Offer to such Grantee as it may in its absolute discretion select, and no person other than the Grantee named in such Offer (including his/her Personal Representative(s)) may exercise, during the Option Period, for such number

of Shares (being a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof) as the Board shall determine at the Subscription Price.

7.2 The Offer shall be in writing and shall specify the terms on which the Option is to be granted, and such terms may be determined at the discretion of the Board. The Offer shall state the following:

- 7.2.1 the name, address and position (if applicable) of the Grantee;
- 7.2.2 the date of the issue of the Offer;
- 7.2.3 the number of Shares in respect of which the Offer is made and the Subscription Price for such Shares;
- 7.2.4 the Option Period in respect of which the Offer is made or, as the case may be, the Option Period in respect of separate parcels of Shares comprised in the Offer;
- 7.2.5 the last date by which the Offer must be accepted;
- 7.2.6 the procedures for acceptance;
- 7.2.7 such other terms and conditions (including any vesting criteria) of the Offer as may be imposed by the Board as are consistent with this Scheme;
- 7.2.8 subject to paragraph 9.5, the applicable vesting period and Vesting Date;
- 7.2.9 the performance target(s), if any, that must be duly fulfilled by the Grantee(s) before any of the Options may be vested to such Grantee(s) under such Offer. The Board may in respect of each Offer and subject to all applicable laws, rules and regulations determine such performance targets for vesting of Options in its sole and absolute discretion. Such performance targets shall include, among others, financial targets and management targets which shall be determined based on the (i) individual performance, (ii) performance of the Group and/or (iii) performance of business groups, business units, business lines, functional departments, projects and/or geographical area managed by the Grantees. For the avoidance of doubt, an Option shall not be subject to any performance targets, criteria or conditions if none are set out in the relevant Offer;
- 7.2.10 a statement requiring the Grantee to undertake to hold the Option on the terms on which it is to be granted and to be bound by the rules of this Scheme; and
- 7.2.11 subject to this paragraph 7.2, the Offer shall be made in such form as the Board may from time to time prescribe.

7.3 An Offer shall be made to an Eligible Participant in writing (and unless so made shall be invalid) in such form as the Board may from time to time determine either generally or on a case-by-case basis and shall remain open for acceptance by the Eligible Participant concerned (and by no other person, including his Personal Representative(s)) for a period of twenty-eight (28) days inclusive of, and from the Offer Date.

- 7.4 An Offer shall be deemed to have been accepted by an Eligible Participant in respect of all Shares which are offered to such Eligible Participant (save in the case of paragraph 7.5 when acceptance of a lesser number of Shares is clearly stated in the duplicate letter comprising acceptance of the Offer) when the duplicate letter comprising acceptance of the Offer duly signed by the Eligible Participant together with a remittance in favour of the Company of HK\$10.00 by way of consideration for the grant thereof is received by the secretary of the Company at its principal place of business in Hong Kong within twenty-eight (28) days from the Offer Date (or such longer or shorter period as the Board may specify in the letter of Offer). Such remittance shall in no circumstances be refundable.
- 7.5 Any Offer may be accepted by an Eligible Participant in respect of less than the number of Shares which are offered provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the duplicate letter comprising acceptance of the Offer duly signed by such Eligible Participant.
- 7.6 Any grant of Options to a Director, chief executive of the Company or Substantial Shareholder or any of their respective Associates must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is a Grantee of the relevant Options).
- 7.7 Where any grant of Options to an independent non-executive Director or a Substantial Shareholder, 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 other share scheme(s) of the Company to such person in the 12-month period (or such other period as may be specified by the Stock Exchange from time to time) up to and including the date the Options are granted, 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 on the date the Options are granted, then such grant shall not be valid unless:
- 7.7.1 such grant has been duly approved by resolution of the Shareholders in general meeting;
  - 7.7.2 a circular containing the details of 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 (including, in particular, a recommendation from the independent non-executive Directors (excluding the independent non-executive Director who is the prospective Grantee of the Options) to the independent Shareholders as to voting); and
  - 7.7.3 the relevant Grantee, his/her Associates and all Core Connected Persons shall abstain from voting in favor of the grant. The Company must comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules.
- 7.8 The requirements for the grant of Options to a Director or chief executive of the Company set out in paragraphs 7.6 and 7.7 shall not apply where the Eligible Participant is only a proposed Director or chief executive of the Company.

- 7.9 Upon an Offer being accepted by an Eligible Participant in whole or in part in accordance with paragraphs 7.4 or 7.5, an Option in respect of the number of Shares in respect of which the Offer was so accepted will be deemed to have been granted by the Company to such Eligible Participant on the Date of Grant. To the extent that the Offer is not accepted in the manner indicated in paragraphs 7.4 or 7.5, it will be deemed to have been irrevocably declined. If the Eligible Participant ceases to be eligible before the Offer is accepted, the Offer shall lapse and cease to be capable of acceptance.
- 7.10 No Offer shall be made which is capable of or open for acceptance such that an Option will be granted after the Termination Date.
- 7.11 No Offer shall be made by the Board in the following circumstances:
- 7.11.1 after inside information has come to the knowledge of the Company until the Company has announced such inside information;
- 7.11.2 during the period commencing one (1) month immediately before the earlier of:
- (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
  - (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. The period during which no Option may be granted will cover any period of delay in the publication of a results announcement; or
- 7.11.3 who is subject to the Model Code for Securities Transactions by Directors of Listed Issuers in Appendix C3 of the Listing Rules (the "**Model Code**") during the periods or times in which such Eligible Participant is prohibited from dealing in the Shares pursuant to the Model Code.

## **8 SUBSCRIPTION PRICE**

- 8.1 The Subscription Price in respect of any Option shall, subject to any adjustments made pursuant to paragraph 11 be at the discretion of the Board, provided that it must be at least the highest of:
- (a) the closing price of the Shares as shown in the daily quotations sheet of the Stock Exchange on the relevant Date of Grant (which must be a Business Day) in respect of such Option; and
  - (b) the average of the closing price of the Shares as shown in the daily quotations sheets of the Stock Exchange for the five (5) Business Days immediately preceding the relevant Date of Grant in respect of such Option.

## **9 EXERCISE OF OPTIONS**

- 9.1 An Option shall be personal to the Grantee and shall not be assignable or transferable and no Grantee shall in any way assign, sell, transfer, dispose of, charge, mortgage, encumber or create any interest whatsoever in favour of any third party over or in relation to any Option or enter into any agreement so to do. Any breach of the foregoing by a Grantee shall entitle the Company to cancel any Option or part thereof granted to such Grantee without compensation to the extent not already exercised without incurring any liability on the part of the Company in accordance with paragraph 10.1.5.
- 9.2 An Option shall be vested after meeting the vesting period and vesting conditions.
- 9.3 An Option may be exercised in accordance with the terms of this Scheme at any time during an Option Period to be notified by the Board to each Grantee (subject to paragraph 9.6), within which the Shares must be taken up. The Option Period will be determined by the Board in its absolute discretion, save that no Option may be exercised later than ten (10) years from the Date of Grant. Any Option not exercised within the Option Period shall automatically lapse and determine.
- 9.4 Subject to paragraph 17.8, an Option shall be exercisable in whole or in part by a Grantee giving notice in writing (in a form prescribed by the Board) to the secretary of the Company at the principal place of business of the Company in Hong Kong stating that the Option is thereby exercised and the number of Shares in respect of which it is so exercised (which, except where the number of Shares in respect of which the Option remains unexercised is less than one board lot or where the Option is exercised in full, must be for a board lot for dealings in Shares on the Stock Exchange or an integral multiple thereof). Each such notice must be accompanied by a remittance for the full amount of the Subscription Price for Shares in respect of which the notice is given. Within twenty-eight (28) days after receipt of the notice and, where appropriate, receipt of the certificate of the Auditors or the independent financial adviser to the Company pursuant to paragraph 11, and subject to the Company obtaining value for the payment of the Subscription Price in full, the Company shall accordingly allot the relevant number of Shares to the Grantee (or, in the event of an exercise of Option by a Personal Representative pursuant to paragraph 9.6.1, to the estate of the Grantee) fully paid and issue to the Grantee (or his estate in the event of an exercise by his Personal Representative as aforesaid) a share certificate or certificates in respect thereof.
- 9.5 The vesting period for all Options shall not be less than twelve (12) months during which unvested Options shall not become vested and exercisable. Any shorter vesting period in respect of the Options granted to Employee Participants must be approved by the Board at its discretion, provided that such Grantees have been specifically identified by the Board before granting such approval. The specific circumstances giving rise to a shorter vesting period are as follows:
- 9.5.1 grants of “make-whole” Options to new Employee Participants to replace the share options they forfeited when leaving their previous employers;



- 9.5.2 grants to an Employee Participant whose employment is terminated due to death or disability or occurrence of any out-of-control event;
  - 9.5.3 grants with performance-based vesting conditions in lieu of time-based vesting criteria as determined in the conditions of grant pursuant to paragraph 7.2.9;
  - 9.5.4 grants that are made in batches during a year for compliance reasons; or
  - 9.5.5 grants with a mixed or accelerated vesting schedule such as where the Options may vest evenly over a period of twelve (12) months.
- 9.6 Subject as hereinafter provided and/or any restrictions applicable under the Listing Rules, an Option may (and may only) be exercised by the Grantee at any time or times during the Option Period provided that:
- 9.6.1 in the event of the Grantee (being an individual) ceasing to be an Eligible Participant by reason of his death before exercising his Option in full and none of the events for termination of employment or engagement under paragraph 10.1.3 then exists with respect to such Grantee, his Personal Representative(s) may exercise such Option (to the extent vested and not already exercised) in whole or in part in accordance with the provisions of paragraph 9.4 within a period of six (6) months (or such other period as the Board may determine) from the date of his death and any Option not so exercised shall lapse and determine at the expiry of such period;
  - 9.6.2 in the event of a Grantee who ceases to be an Eligible Participant by reason of his ill-health, injury or disability which is not self-inflicted (in each case evidenced to the satisfaction of the Board), then the Grantee may exercise his Option (to the extent vested and not already exercised) in whole or in part at any time within a period of three (3) months commencing on the date of the cessation and any Option not so exercised shall lapse and determine at the end of such period;
  - 9.6.3 in the event of the Grantee who ceases to be an Eligible Participant by the reason of his retirement from office or employment (whether by agreement, upon reaching the applicable retirement age in accordance with the terms of the Grantee's appointment or employment contract or otherwise pursuant to any applicable laws, rules or regulations or the constitutional documents of the Company) or by the reason of his being removed as a Director, resignation or by the reason of termination of his employment or appointment by his employing or appointing company whether on notice or with pay in lieu of such notice, such Option (to the extent not already exercised) shall lapse on the date of cessation of office, employment, appointment or contract of engagement (as the case may be) and not be exercisable. For the purpose of this paragraph 9.6.3, a Grantee who is a Director will not be treated as ceasing to be a Director if he retires and is re-elected as a Director in a general meeting of the Company concerned on the same day of his retirement;

- 9.6.4 in the event of the Grantee ceasing to be an Eligible Participant on one or more of the grounds specified in paragraph 10.1.3 or for any reason other than as described in paragraphs 9.6.1 to 9.6.3, then all his Options shall lapse and determine without compensation on the date he so ceases (to the extent not already exercised);
- 9.6.5 if, in consequence of any general offer or partial offer made to all the Shareholders (or all such Shareholders other than the offeror, any person controlled by the offeror and any person acting in association or concert with the offeror) (including an offer made in the first instance on a condition such that, if it is satisfied, the offeror will have control of the Company) or otherwise, and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, then the Board shall as soon as practicable thereafter notify every Grantee accordingly and each Grantee (or his Personal Representative) shall be entitled at any time within the period of twenty-one (21) days after such offer becomes or is declared unconditional, to exercise all or any of his outstanding Options (to the extent that such Options have been vested and have not lapsed or been cancelled), and such Options shall, to the extent not having been exercised, lapse and determine without compensation upon the expiry of such period;
- 9.6.6 in the event a notice is given by the Company to the Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution for the voluntary winding up of the Company, the Company shall forthwith give notice thereof to every Grantee and the Grantee (or his Personal Representative) shall be entitled by notice in writing to the Company (such notice to be received by the Company not later than two (2) Business Days prior to the proposed general meeting) to exercise all or any of his Option (to the extent that such Options have been vested and have not lapsed or been cancelled) and the Company shall as soon as possible and in any event not later than the day immediately prior to the date of the proposed general meeting, allot and issue such number of Shares to the Grantee which falls to be issued on such exercise and all Options shall, to the extent not having been exercised, lapse and determine without compensation on the date of commencement of the winding up of the Company;
- 9.6.7 if a compromise or arrangement between the Company and the Shareholders or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice thereof to every Grantee on the same day as it despatches to each Shareholder or creditor of the Company a notice summoning the meeting to consider such a compromise or arrangement, and thereupon each Grantee (or his Personal Representative) shall be entitled by notice in writing to the Company accompanied by the remittance for the Subscription Price in respect of his Option (such notice to be received by the Company not later than two (2) Business Days prior to the proposed meeting) to exercise all or any of his Option (to the extent that such Options have been vested and have not lapsed or been cancelled). With effect from the date of such meeting, the rights of all Grantees to exercise their respective Options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all Options shall, to the extent not having

been exercised, thereupon lapse and determine without compensation. The Board shall endeavour to procure that the Shares issued as a result of the exercise of Options under this paragraph 9.6.7 shall for the purposes of such compromise or arrangement form part of the issued share capital of the Company on the effective date thereof and that such Shares shall in all respects be subject to such compromise or arrangement. If for any reason such compromise or arrangement is not approved by the relevant court having jurisdiction (the "**Court**") (whether upon the terms presented to the Court or upon any other terms as may be approved by such Court), the rights of the Grantees to exercise their respective Options shall with effect from the date of the making of the order by the Court be restored in full and shall thereupon become exercisable (but subject to the other terms of the Scheme) as if such compromise or arrangement had not been proposed by the Company and no claim shall lie against the Company or any of its Directors or officers for any loss or damage sustained by any Grantee as a result of the aforesaid suspension; and

9.6.8 upon the occurrence of any of the events referred to in paragraphs 9.6.5 to 9.6.7, the Company may at its discretion and notwithstanding the terms of the relevant Option, also give notice to the Grantee that his Option may be exercised at any time within such period as shall be notified by the Company and/or to the extent (not being less than the extent to which it could then be exercised in accordance with its terms) notified by the Company. If the Company issues such notice, the balance of the Options shall lapse.

Provided that in any case where Options lapse pursuant to paragraphs 9.6.1 to 9.6.4 (inclusive), the Board may in its absolute discretion determine that all or any of such Options shall not so lapse (or shall lapse on a later date) subject to such conditions or limitations as the Board may decide.

- 9.7 There is no clawback mechanism for the Company to recover or withhold Options granted to any Grantees.
- 9.8 Shares allotted upon the exercise of an Option will be subject to all the provisions of the Bye-laws of the Company for the time being in force and will rank *pari passu* in all aspects with the existing fully paid Shares in issue on the date of allotment or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members (the "**Allotment Date**") and accordingly will entitle the holders thereof to participate in all dividends or other distributions (including distributions made upon the liquidation of the Company) paid or made on or after the Allotment Date 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 Allotment Date. A Share allotted and issued upon the exercise of an Option shall not carry voting rights nor rank for dividend or other distribution until the name of the Grantee has been duly entered onto the register of members or the Hong Kong branch of register of members of the Company as the holder thereof.
- 9.9 Notwithstanding this paragraph 9, the Grantee shall not be entitled to exercise any Option until: (a) any restriction or condition imposed by the applicable laws and regulations in relation to the subscription for, holding of, dealing in, shares by such Grantee have been abolished, removed or ceased to be applicable to the Grantee or the Grantee has obtained approval, exemption or waiver from the relevant regulatory

authorities, or complied with applicable laws, regulations and notices, for the subscription for, holding of or dealing in the Shares; and (b) by exercising the Options, he or she has given, and is deemed to have given, representations and warranties to the Company to the effect that he or she has satisfied all applicable laws, regulations and notices in exercising the Options.

## **10 EARLY TERMINATION OF OPTION PERIOD**

- 10.1 The Option Period in respect of any Option shall automatically terminate and that Option (to the extent not already exercised) shall lapse on the earliest of:
- 10.1.1 the expiry of the Option Period;
  - 10.1.2 the expiry of any of the periods referred to in paragraphs 9.6.1 to 9.6.3 (inclusive) and 9.6.5 to 9.6.7 (inclusive);
  - 10.1.3 the date on which the Grantee ceases to be an Eligible Participant by reason of a termination of his office, employment or contract of engagement on the grounds that:
    - (a) he has been guilty of or involved in persistent or serious misconduct (including fraud, dishonesty or corruption); or
    - (b) he appears either to be unable to pay or to have no reasonable prospect of being able to pay debts; or
    - (c) he has been convicted of any criminal offence (other than an offence which in the opinion of the Board does not bring the Grantee or the Company into disrepute); or
    - (d) he has committed any act of bankruptcy or has become bankrupt or insolvent or has made any arrangements or composition with his creditors generally; or
    - (e) he has been a member of a triad or other illegal society;
  - 10.1.4 the date of commencement of the winding up of the Company;
  - 10.1.5 the date on which the Grantee commits a breach of paragraph 9.1 of this Scheme;
  - 10.1.6 the date on which any of the following events, unless otherwise waived by the Board, happens:
    - (a) any liquidator, provisional liquidator, receiver or any person carrying out any similar function has been appointed anywhere in the world in respect of the whole or any part of the assets or undertaking of the Grantee (being a corporation);

- (b) the Grantee (being a corporation) has ceased or suspended payment of its debts, become unable to pay its debts (within the meaning of Section 178 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the Laws of Hong Kong or any similar laws or regulations) or otherwise become insolvent;
- (c) there is an unsatisfied judgement, order or award outstanding against the Grantee;
- (d) there are circumstances which entitle any person to take any action, appoint any person, commence any proceedings or obtain any order of the type mentioned in sub-paragraphs (a), (b) and (c) above;
- (e) a bankruptcy order has been made against any director or chief executive of the Grantee (being a corporation) in any jurisdiction; or
- (f) a petition for bankruptcy has been presented against any director or chief executive of the Grantee (being a corporation) in any jurisdiction;

10.1.7 the date on which the Grantee commits a breach of any terms and conditions attached to the grant of its Option, if the Board shall exercise the Company's right to cancel the Option without compensation; or

10.1.8 the date on which the Board considers that the Grantee fails to meet the continuing eligibility criteria as provided in this Scheme, if the Board shall exercise the Company's right to cancel the Option without compensation; or

10.1.9 the date on which the Board resolves to cancel any Option pursuant to paragraph 12 of this Scheme.

10.2 A resolution of the Board or of the board of directors of the relevant Subsidiary to the effect that the employment or contract of engagement of a Grantee has or has not been terminated on one or more of the grounds specified in paragraph 10.1.3 shall be conclusive and binding on the Grantee, and where appropriate, his Personal Representative(s).

## **11 ALTERATION OF CAPITAL STRUCTURE**

11.1 In the event of any alteration in the capital structure of the Company (other than any issue of Shares as consideration in respect of a transaction to which the Company is a party or redemption or repurchase of Shares by the Company) whilst any Option remains exercisable or this Scheme remains in effect, and such event arises from a capitalisation issue, rights issue, sub-division or consolidation of Shares or reduction of share capital of the Company in accordance with legal requirements and requirements of the Stock Exchange, then, in any such case:

11.1.1 The number or nominal amount of Shares to which this Scheme or any Option(s) relates (insofar as they have not been vested or cancelled and have not lapsed or unexercised) and/or the Subscription Price thereunder and/or the relevant maximum limits determined under paragraph 6 of this Scheme may be adjusted in such manner as the Board may deem appropriate provided always that:

- (i) any such adjustment shall be made on the basis that the proportion of the issued share capital of the Company for which any Grantee would have been entitled had he exercised all the Options held by him immediately prior to such adjustment shall equal to the proportion of the issued share capital of the Company for which he would have been entitled had he exercised all the Options held by him immediately after such adjustment (as interpreted in accordance with the Supplementary Guidance);
- (ii) any such adjustment shall be made on the basis that the aggregate Subscription Price payable by a Grantee on the full exercise of any Option shall remain as nearly as possible the same (but shall not be greater than) as it was before such event;
- (iii) no such adjustment shall be made the effect of which would be to enable a Share to be issued at less than its nominal value; and
- (iv) any adjustments as a result of a rights issue, open offer or capitalisation issue shall be made in accordance with the acceptable adjustments set forth in the Supplementary Guidance and such other guidelines or supplementary guidance as may be issued by the Stock Exchange from time to time.

11.1.2 If any adjustments occur pursuant to paragraph 11.1 above (save where an adjustment arises by way of a capitalisation issue), the Board shall instruct the Auditors or an independent financial adviser to certify in writing that in their fair and reasonable opinion the adjustments proposed (if any) complies with Rule 17.03(13) of the Listing Rules (as amended from time to time) and the note thereto and the Supplementary Guidance.

11.2 If there has been any alteration in the capital structure of the Company as referred to in paragraph 11.1, the Company shall inform the Grantee of such alteration and, where appropriate, shall either inform the Grantee of the adjustment to be made in accordance with the certificate of the Auditors or the independent financial adviser obtained by the Company for such purpose or, if no such certificate has yet been obtained, inform the Grantee of such fact and instruct the Auditors or the independent financial adviser as soon as practicable thereafter to issue a certificate in that regard in accordance with paragraph 11.1.

11.3 In giving any certificate under this paragraph 11, the Auditors and the independent financial adviser shall be deemed to be acting as experts and not as arbitrators and their certificate shall, in the absence of manifest error, be final, conclusive and binding on the Company and all persons who may be affected thereby.

## **12 CANCELLATION OF OPTIONS**

- 12.1 The Board may cancel any Option provided that: (i) the Company pays to the Grantee an amount equal to the cash value of the Option at the date of cancellation as determined by the Board by reference to the difference between the market value of a Share and the Subscription Price; or (ii) the Board offers to grant to the Grantee replacement Options of equivalent value of the Options being cancelled; or (iii) the Board makes such arrangements as the Grantee may agree to compensate him for the loss of the Option. Where the Company cancels Options and issue new Options to the same Grantee, the issue of such new Options may only be made with available unissued Options (excluding the cancelled Options) within the Scheme Mandate Limit, the Service Provider Sub-limit and/or the refreshed limit(s) as referred to in paragraphs 6.1, 6.2 and 6.4 (as the case may be).
- 12.2 Any Options granted but subsequently renounced by the Grantee may be cancelled by the Board without compensation.
- 12.3 If any of the events set out in paragraphs 9.1 and 10.1.6 happens or the Grantee commits a breach of any terms and conditions of this Scheme or the grant of his Option, the Board shall have the right to cancel his Option without compensation.

## **13 SHARE CAPITAL**

- 13.1 The exercise of any Option may be subject to the Shareholders in a general meeting approving any necessary increase in the authorised share capital of the Company. Subject thereto, the Board shall make available sufficient authorised but unissued share capital of the Company so as to allow the allotment of the Shares on the exercise of any Option.
- 13.2 The Options do not carry any right to vote in general meeting of the Company, or any right, dividend, transfer or any other rights, including those arising on the liquidation of the Company.
- 13.3 No Grantee shall enjoy any of the rights of a Shareholder by virtue of the grant of an Option pursuant to this Scheme, unless and until Shares are actually issued to the Grantee pursuant to the exercise of such Option until the name of the Grantee has been duly entered onto the register of members or the Hong Kong branch of register of members of the Company as the holder thereof.

## **14 DISPUTES**

- 14.1 Any dispute arising in connection with the number of Shares of an Option, any of the matters referred to in paragraph 11.3, or any adjustment under paragraph 11.1 shall be referred to the decision of the Auditors who shall act as experts and not as arbitrators and whose decision shall, in the absence of manifest error, be final, conclusive and binding on all persons who may be affected thereby. In the event that the Auditors refuse to act, the expert shall be appointed, upon the application of either party to the dispute, by the Hong Kong International Arbitration Centre in accordance with its rules.

## **15 ALTERATION OF THIS SCHEME**

- 15.1 This Scheme may be altered in any respect by a resolution of the Board except that any alterations to the terms and conditions of this Scheme which are of a material nature or any alterations to the rules of this Scheme relating to matters set out in Rule 17.03 of the Listing Rules to the advantage of any Grantees or prospective Grantees must be approved by the Shareholders in a general meeting.
- 15.2 Any change to the terms of the Options granted prior to such alteration shall be approved by the Board, the remuneration committee of the Company, the independent non-executive Directors and/or Shareholders (as the case may be) if the initial grant of the Options was approved by the Board, the remuneration committee of the Company, the independent non-executive Directors and/or the Shareholders (as the case may be), except that the terms of the Options granted can be changed by the Board if the alterations take effect automatically under the existing terms of this Scheme.
- 15.3 The amended terms of this Scheme and all Options shall continue to comply with the relevant requirements of Chapter 17 of the Listing Rules.
- 15.4 The Board shall be entitled to amend the terms of this Scheme so as to comply with any further changes in the Listing Rules and any Supplementary Guidance or any future guidance or interpretation of the Listing Rules from time to time applicable to this Scheme, provided that such amendments are allowed by the Listing Rules and any Supplementary Guidance.
- 15.5 Any change to the authority of the Board in relation to any alteration to the terms of this Scheme must be approved by the Shareholders in a general meeting.
- 15.6 Where a change is proposed to the terms of any Options granted to an Eligible Participant who is a Connected Person of the Company, then the proposed change must be subject to the approval of the Shareholders at a general meeting and the Company shall comply with the applicable requirements of the Listing Rules. The Connected Person involved in such proposed change and all other Connected Persons of the Company must abstain from voting in favour of such resolution in the general meeting. The Company shall issue a circular to the Shareholders explaining the proposed change and disclosing the original terms of the Options and containing a recommendation from the independent non-executive Directors (excluding an independent non-executive Director who is the holder of the Options which terms are to be changed) on whether or not to vote in favour of the proposed change and containing such information required under the Listing Rules to be set out in the circular.

## **16 TERMINATION**

- 16.1 The Company by an ordinary resolution of the Shareholders in a general meeting or the Board may at any time terminate the operation of this Scheme and in such event no further Options will be offered but in all other respects the terms of this Scheme shall remain in force to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the terms of this Scheme and any Options granted prior to such termination shall continue to be valid and exercisable in accordance with this Scheme.



## **17 MISCELLANEOUS**

- 17.1 This Scheme shall not form part of any contract of employment or engagement between the Company or any Subsidiary and any Eligible Participant and the rights and obligations of any Eligible Participant under the terms of his office, employment or engagement shall not be affected by his participation in this Scheme or any right which he may have to participate in it and this Scheme shall afford such an Eligible Participant no additional rights to compensation or damages in consequence of the termination of such office, employment or engagement for any reason.
- 17.2 This Scheme shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against the Company or the Subsidiaries or their respective directors or officers directly or indirectly or give rise to any cause of action at law or in equity against the Company or any of its Subsidiaries or their respective directors or officers.
- 17.3 The Company or if deemed appropriate by the Board, the relevant Subsidiary employing, appointing or engaging the Grantee shall bear the costs of establishing and administering this Scheme, including any costs of the Auditors or the independent financial adviser to the Company in relation to the preparation of any certificate by them or providing any other services in relation to this Scheme and the expert as referred to in paragraph 14 in relation to the determination of disputes.
- 17.4 A Grantee shall be entitled to receive copies of all notices and other documents sent by the Company to the Shareholders at the same time or within a reasonable time of any such notices or documents being sent to the Shareholders.
- 17.5 Any notice or other communication between the Company and a Grantee may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its principal place of business in Hong Kong and, in the case of the Grantee being an individual, his residential or other address in Hong Kong as notified to the Company from time to time or, if none or incorrect or out of date, his last place of office, employment or engagement with the Company or any of its Subsidiaries, and in the case of the Grantee being a corporation, its registered office, principal place of business or address as notified to the Company from time to time.
- 17.6 Any notice or other communication if sent by the Grantee shall be irrevocable and shall not be effective until actually received by the Company before the close of its business on a Business Day.
- 17.7 Any notice or other communication if sent to the Grantee shall be deemed to be given or made:
- 17.7.1 one (1) day after the date of posting in the case of its address, registered office or principal place of business being in Hong Kong and three (3) days after the date of posting in the case of its address, registered office or principal place of business being situated elsewhere, if sent by mail; and
- 17.7.2 when delivered, if delivered by hand.

- 17.8 A Grantee shall, before accepting an Offer or exercising his Option, obtain all necessary government or official consent or any other consents that may be required to enable him to accept the Offer or to exercise the Option and the Company to allot and issue to him in accordance with the rules of this Scheme the Shares falling to be allotted and issued upon the exercise of his Option. By accepting an Offer or exercising his Option, the Grantee thereof is deemed to have represented to the Company that he has obtained all such consents. Compliance with this paragraph shall be a condition precedent to an acceptance of an Offer by a Grantee and an exercise by a Grantee of his Options.
- 17.9 A Grantee shall pay all tax and discharge all other liabilities to which he may become subject as a result of his participation in this Scheme or the exercise of any Option.
- 17.10 The Board shall have power from time to time to make or vary regulations for the administration and operation of this Scheme, provided that the same are not inconsistent with the other rules of this Scheme.
- 17.11 The Company shall disclose details of this Scheme as and when required by the relevant requirements of the Listing Rules.
- 17.12 In the event that an Option lapses in accordance with the rules of this Scheme, a Grantee shall be deemed irrevocably to have waived any entitlement, by way of compensation for loss of office or otherwise howsoever, to any sum or other benefit to compensate him for loss of any rights under this Scheme.
- 17.13 This Scheme and all Options granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.