



S E A HOLDINGS LIMITED

SHARE AWARD 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:

“Adoption Date”	means the date on which this Scheme is adopted by a resolution of Shareholders in a general meeting of the Company;
“Associate”	has the same meaning of “associate” as defined in the Listing Rules;
“Auditors”	means the auditors of the Company for the time being;
“Award”	means an award of Awarded Shares granted in accordance with paragraph 7.1 of this Scheme;
“Award Notice”	means a written notice of an Award issued and stated such information as required by paragraph 7.2 of this Scheme;
“Award Period”	means in respect of any particular Award, 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 Award, which shall not be beyond ten (10) years from the date of granting the Award;
“Awarded Shares”	means in respect of any particular Award, such number of Shares determined by the Board which may be in the form of (a) New Shares (subject to the obtaining of the approval as referred to in paragraph 2.1 of this Scheme), (b) Old Shares, (c) cash in lieu of Shares, or (d) a combination of any of (a), (b) and (c);
“Board”	means the board of Directors or a committee of the Board duly formed to administer matters in relation to this Scheme;
“Business Day”	means any day on which the Stock Exchange is open for the business of dealing in securities listed thereon;
“chief executive”	has the same meaning of “chief executive” as defined in the Listing Rules;
“Close Associate”	has the same meaning of “close associate” as defined in the Listing Rules;

“Companies Act”	means the Companies Act 1981 of Bermuda, as amended, supplemented or otherwise modified from time to time;
“Companies Ordinance”	means the Companies Ordinance, Chapter 622 of the Laws of Hong Kong as amended, supplemented or otherwise modified from time to time;
“Company”	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);
“Connected Person”	has the same meaning of “connected person” as defined in the Listing Rules;
“Controlling Shareholder”	has the same meaning of “controlling shareholder” as defined in the Listing Rules;
“Core Connected Person”	has the same meaning of “core connected person” as defined in the Listing Rules;
“Director(s)”	means the director(s) of the Company for the time being;
“Eligible Participant(s)”	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;
“Employee Participant(s)”	means the directors and other members of senior management and other employees of the Group (including any persons who are granted Awards, 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;
“Grantee(s)”	means any Eligible Participant selected by the Board in accordance with the terms of this Scheme or (where the context so permits) his/her Personal Representative(s);
“Group”	means the Company and its Subsidiaries;
“HK\$”	means the lawful currency for the time being of Hong Kong;

“Holding Company”	has the same meaning of “holding company” as defined in the Listing Rules;
“Hong Kong”	means the Hong Kong Special Administrative Region of The People’s Republic of China;
“Individual Limit”	has the meaning prescribed hereto in paragraph 6.5 of this Scheme;
“Listing Committee”	means the listing sub-committee of the board of the Stock Exchange;
“Listing Rules”	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;
“New Shares”	means Shares to be issued by the Company upon vesting of an Award;
“Old Shares”	means Shares for the time being and from time to time listed and/or traded on the Stock Exchange to be purchased (by or on behalf of the Trustee) from the market in order to satisfy an Award;
“Personal Representative(s)”	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 the Award granted to such Grantee;
“Related Entity(ies)”	means the holding company(ies), fellow subsidiary(ies) or associated company(ies) of the Company;
“Related Entity Participant(s)”	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;
“Returned Share(s)”	means such Awarded Shares that are not vested and/or are forfeited in accordance with the terms of this Scheme, or such Shares being deemed to be “Returned Shares” under this Scheme;
“Scheme”	means this share award scheme in its present form or as may be altered or amended in accordance with paragraph 16 of this Scheme;

“Scheme Mandate Limit”	has the meaning prescribed hereto in paragraph 6.1 of this Scheme;
“Service Providers”	<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>
“Service Provider Sub-limit”	has the meaning prescribed hereto in paragraph 6.2 of this Scheme;
“SFO”	means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
“Shareholders”	means the holders of Shares;
“Share(s)”	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;

“Stock Exchange”	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;
“Subsidiary”	<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 “Subsidiaries” shall be construed accordingly;</p>
“Substantial Shareholders”	has the same meaning of “substantial shareholders” as defined in the Listing Rules;
“Termination Date”	means the date that falls on the expiry of ten (10) years after the Adoption Date;
“Trust”	means the trust constituted by the Trust Deed to service this Scheme;
“Trust Deed”	means the trust deed to be entered into between the Company and the Trustee (as may be restated, supplemented and amended from time to time);
“Trustee”	means such trustee corporation (which is independent and not connected with the Company) as may from time to time be appointed by the Board to act as trustee of this Scheme to hold Awards (including Awarded Shares and/or cash) on Trust for Eligible Participants;

“vesting”	means that the Eligible Participant is entitled to an Award 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 Award are met; and “vest” and “vested” shall be construed accordingly;
“Vesting Date”	the date or dates, as determined from time to time by the Board, on which the Award (or part thereof) is to vest to the Grantee as set out in the relevant Award Notice pursuant to paragraph 7.2 of this Scheme; and
“%”	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 authorise the Board to implement this Scheme; and (2) the Listing Committee granting approval for the listing of, and permission to deal in, any Awarded Shares (in the case of New Shares to be issued by the Company upon vesting of any Awards) which may fall to be issued by the Company upon vesting of any Awards which may 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 and where applicable, the Trust Deed 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 provisions of this Scheme; (b) determine the persons (if any) who shall be offered Awards under this Scheme and the number of Shares and Share price; (c) make such adjustments to the terms of the Awards 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 Awards and/or the administration of this Scheme provided that the same are not inconsistent with the provisions 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 Without prejudice to the Board's general power of administration, to the extent not prohibited by applicable laws and regulations, the Board may also from time to time appoint one or more Trustees in respect of granting, administration or vesting of any Awarded Shares.
- 4.5 Subject to paragraphs 2, 16 and 17, this Scheme shall be valid and effective until the Termination Date, after which period no further Awards may be granted but the terms of this Scheme shall remain in force to the extent necessary to give effect to the vesting of any Awards granted prior thereto or otherwise as may be required in accordance with the terms of this Scheme.

- 4.6 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 Awards 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 Awards 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 Awards granted to him or it remain 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 Awards or part thereof granted to such Grantee to the extent not already vested.

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 Awards as it may at its absolute discretion think fit.

6 MAXIMUM NUMBER OF SHARES (INCLUDING AWARDED SHARES) AVAILABLE FOR GRANT OF AWARD

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 Awards beyond the Scheme Mandate Limit or the refreshed limit referred to in this paragraph 6.4, provided that the Awards 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 Awards, the number and terms of the Awards to be granted, and the purpose of granting Awards to the specified Eligible Participants with an explanation as to how the terms of the Awards serve such purpose and other information required under the Listing Rules must be sent to the Shareholders. The number and terms of Awards to be granted to such Eligible Participants must be fixed before Shareholders' approval.

- 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 Awards 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 Award are fixed before Shareholders’ approval at the general meeting of the Company.

7 GRANT OF AWARDS

- 7.1 Subject to paragraph 7.11, the Board shall, in accordance with the provisions of this Scheme, be entitled but shall not be bound to, at any time within ten (10) years after the Adoption Date, grant an Award to such Grantee as it may in its absolute discretion select, and no person other than the Grantee named in the Award Notice (including his/her Personal Representative(s)) shall be entitled to such number of Awarded Shares (being a board lot for dealing in the Shares on the Stock Exchange or an integral multiple thereof) as the Board shall at its absolute discretion determine.
- 7.2 An Award shall be in writing and shall specify the terms on which the Award is to be granted, and such terms may be determined at the discretion of the Board. The Award Notice shall state the following:
- 7.2.1 the name, address and position (if applicable) of the Grantee;
 - 7.2.2 the date of the Award Notice;
 - 7.2.3 the number of Awarded Shares in respect of which the Award is granted;
 - 7.2.4 the Award Period in respect of which the Award is granted, as the case may be, the Award Period in respect of separate parcels of Awarded Shares comprised in the Award Notice;
 - 7.2.5 the last date by which the Award must be accepted;
 - 7.2.6 the procedures for acceptance;
 - 7.2.7 such other terms and conditions (including any vesting criteria) of the Award as may be imposed by the Board as are consistent with this Scheme;

- 7.2.8 subject to paragraph 8.5, 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 Awards may be vested to such Grantee(s). The Board may in respect of each Award and subject to all applicable laws, rules and regulations determine such performance targets for vesting of Awards 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 Awarded Share shall not be subject to any performance targets, criteria or conditions if none are set out in the relevant Award Notice;
- 7.2.10 a statement requiring the Grantee to undertake to hold the Award on the terms on which it is to be granted and to be bound by the terms of this Scheme; and
- 7.2.11 subject to this paragraph 7.2, the Award Notice shall be made in such form as the Board may from time to time prescribe.
- 7.3 The Award shall constitute a bonus referable to each Grantee pursuant to this Scheme and Awarded Shares may comprise (a) New Shares (subject to the obtaining of the approval as referred to in paragraph 2.1), (b) Old Shares, (c) cash in lieu of Shares or a combination of any of (a), (b) and (c), as the Board shall at its absolute discretion determine.
- 7.4 Subject to paragraph 6.1, upon the Grantee satisfying all the vesting criteria (or at any time before, as the Board shall in its absolute discretion decide), the Board, shall as soon as reasonably practicable decide the composition of the Award in accordance with paragraph 7.3.
- 7.5 In the event that the composition of the Award includes cash in lieu of Shares, then the Board shall at its absolute discretion determine the cash value of the relevant number of Awarded Shares, with reference to the higher of:
- 7.5.1 the closing price of the Shares as shown in the daily quotations sheet of the Stock Exchange on the Vesting Date (which shall be a Business Day) in respect of such Award; and
- 7.5.2 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 Vesting Date (which shall be a Business Day) in respect of such Award,
- unless the Board shall at its absolute discretion determine that some other method of valuation is more appropriate in the particular circumstances.
- 7.6 In the event that the Board determines that the Award shall consist of or include Shares, then at any time thereafter as the Board shall at its absolute discretion determine, the Company (or the relevant Subsidiary employing, appointing or engaging the Grantee or, if payment by the Company or the relevant Subsidiary employing, appointing or engaging the Grantee is not permitted under the applicable law, any member of the Group) shall pay cash sufficient (as at the time of such payment) to acquire or subscribe for (as the case may

be) the Awarded Shares to the Trustee. For the avoidance of doubt, the issue price for each New Share shall, subject to the terms of this Scheme, be an amount equal to its nominal value.

- 7.7 The Board may, having once decided the composition of an Award, subsequently amend its decision in whole or in part and alter the composition of an Award between Shares, including the composition between New Shares and Old Shares, or cash in lieu of Shares. In the event that Old Shares have already been acquired by or on behalf of the Trustee, the Board may instruct the Trustee to arrange the sale of all or part of such Shares and the proceeds of sale (less expenses) shall be paid to the Grantee upon vesting of the relevant Award or the relevant part of the Award (as the case may be).
- 7.8 Subject to paragraph 7.4, the Board may within fourteen (14) days or such longer period to be determined in its absolute discretion upon the Grantee satisfying all the vesting criteria procure (a) the issue of New Shares (subject to the obtaining of the approval as referred to in paragraph 2.1), (b) the transfer of Old Shares, (c) the payment of cash in lieu of Shares or (d) a combination of (a), (b) and (c) to the Grantee in satisfaction of the Award or the relevant part of the Award (as the case may be).
- 7.9 Any grant of Awards 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 Award). In addition:
- 7.9.1 where any grant of Awarded Shares to any Director (other than an independent non-executive Director) or chief executive of the Company, or any of their respective Associates, would result in the Shares issued and to be issued in respect of all Awarded Shares granted (excluding any Awarded Shares lapsed) in accordance with the terms of this Scheme and other share award scheme(s) of the Company (if any) 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 Awarded Shares 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 Awarded Shares are granted, such further grant of Awarded Shares must be approved by Shareholders in general meeting of the Company in the manner required, and subject to the requirements set out, in the Listing Rules;
- 7.9.2 where any grant of Awarded Shares to an independent non-executive Director or a Substantial Shareholder (or any of their respective Associates) would result in Shares issued and to be issued in respect of all Awarded Shares and options granted (excluding any Awarded Shares and options 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 Awarded Shares 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 Shares in issue as at the date the Awarded Shares are granted, such further grant of Awarded Shares must be approved by Shareholders in general meeting of the Company in the manner required, and subject to the requirements set out, in the Listing Rules.

In the circumstances described in paragraph 7.9.1 and 7.9.2 above, the Company must send to the Shareholders a circular containing the details of the grant and 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 Awards) to the independent Shareholders as to voting). The relevant Grantee, his/her Associates and all Core Connected Persons must abstain from voting in favour of the grant. The Company must comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules.

7.10 The requirements for the grant of Awards to a Director or chief executive of the Company set out in paragraph 7.9.1 and 7.9.2 shall not apply where the Eligible Participant is only a proposed Director or chief executive of the Company.

7.11 No Award shall be granted to the Eligible Participants and no directions or recommendation shall be given to the Trustee with respect to a grant of Awards under this Scheme 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 Award 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 VESTING OF AWARDS

8.1 An Award 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 Awards or enter into any agreement so to do. Any breach of the foregoing by a Grantee shall entitle the Company to cancel any Awards or part thereof granted to such Grantee without compensation to the extent not having been vested or cancelled and not having lapsed in accordance with paragraph 9.1.5.

- 8.2 A Grantee shall become qualified to become the holder of the Awarded Shares (and/or cash in lieu of Shares where the Board has determined that the Award should include cash) after all vesting criteria (and/or other conditions as may be imposed by the Board from time to time) have been satisfied, unless otherwise determined by the Board at its absolute discretion.
- 8.3 An Award may be vested in accordance with the terms of this Scheme at any time during an Award Period to be notified by the Board to each Grantee (subject to paragraph 8.6), within which the vesting criteria must be satisfied. The Board shall at its absolute discretion determine the Award Period, save that no Award shall be vested later than ten (10) years from the date of granting such Award. Any Award not vested within the Award Period shall automatically lapse and determine.
- 8.4 If the Vesting Date is not a Business Day, the Vesting Date shall, subject to any trading halt or suspension in the Shares or book closure period of the Company, be the Business Day immediately thereafter.
- 8.5 Subject to the Listing Rules, and while this Scheme is in force and subject to all applicable laws, the Board shall determine the periods for the Award to be vested hereunder. Notwithstanding any provisions in this Scheme, the Vesting Date shall fall on or after twelve (12) months immediately following the date of the Award Notice for the respective Awards, subject to a shorter vesting period at the discretion of the Board under each of the following circumstances in respect of Employee Participants:
- 8.5.1 grants of “make-whole” rewards to new Employee Participants to replace the share awards they forfeited when leaving the previous employers;
 - 8.5.2 grants to an Employee Participant whose employment is terminated due to death or disability or occurrence of any out-of-control event;
 - 8.5.3 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;
 - 8.5.4 grants that are made in batches during a year for compliance reasons; or
 - 8.5.5 grants with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of twelve (12) months.
- 8.6 Subject as hereinafter provided and/or any restrictions applicable under the Listing Rules, an Award may (and may only) be vested with the Grantee at any time or times during the Award Period provided that:
- 8.6.1 in the event of the Grantee (being an individual) ceasing to be an Eligible Participant by reason of his death before issue, transfer and/or payment (in cash in lieu of Shares) of his Awarded Shares in full, and none of the events for termination of his office, employment or contract of engagement under paragraph 9.1.3 then exists with respect to such Grantee, such Award (where the vesting criteria have been met as at the date of his death, such Award which has not been cancelled and has not lapsed and the Awarded Shares have not already been issued, transferred and/or paid (in cash in lieu of Shares)) shall be deemed to be vested with his Personal Representative(s) from the date of his death and any Award not so deemed vested shall lapse and determine on that date;

- 8.6.2 in the event of the 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 Awarded Shares (where the vesting criteria have been met as at the date of the cessation, the Award has not been cancelled and has not lapsed and such Awarded Shares have not already been issued, transferred and/or paid (in cash in lieu of Shares)) shall be issued, transferred and/or paid (in cash in lieu of Shares) to the Grantee no later than fourteen (14) days after the date of the cessation and any Award not so vested shall lapse and determine at the end of such period;
- 8.6.3 in the event of the Grantee who ceases to be an Eligible Participant by 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 Award (to the extent not having been vested or cancelled and not having lapsed) shall lapse on the date of the cessation of office, employment, appointment or contract of engagement (as the case may be) and not be vested. For the purpose of this paragraph 8.6.3, 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;
- 8.6.4 in the event of the Grantee ceasing to be an Eligible Participant on one or more of the grounds specified in paragraph 9.1.3 or for any reason other than as described in paragraphs 8.6.1 to 8.6.3 (inclusive), then all his Awards shall lapse and determine without compensation on the date he so ceases (to the extent not having been vested or cancelled and not having lapsed);
- 8.6.5 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 Award, then the Board shall as soon as practicable thereafter notify every Grantee accordingly and each Grantee (or his Personal Representative) shall be issued, transferred and/or paid (in cash in lieu of Shares) no later than twenty-one (21) days after such offer becomes or is declared unconditional all of his outstanding Awarded Shares (where the vesting criteria have been met as at the date of the offer becoming or being declared unconditional, the Awards have not been cancelled and have not lapsed and such Awarded Shares have not already been issued, transferred and/or paid (in cash in lieu of Shares)), and any Award not so vested shall lapse and determine at the end of such period;
- 8.6.6 in the event that 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 Board shall as soon as possible and in any event not later than the day immediately prior to the date of

the proposed general meeting, procure the issue, transfer and/or payment (in cash in lieu of Shares) to the Grantee of such number of Awarded Shares which fall to be issued, transferred and/or paid (in cash in lieu of Shares) on the vesting of all of his Awards (where the vesting criteria have been met as at the date of such notice to the Grantee, such Awards have not been cancelled and have not lapsed and such Awarded Shares have not already been issued, transferred and/or paid (in cash in lieu of Shares)) and all Awards shall, to the extent not having been vested, lapse and determine on the date of commencement of the winding up of the Company;

- 8.6.7 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 the Board shall, not later than two (2) Business Days prior to the proposed meeting, procure the issue, transfer and/or payment (in cash in lieu of Shares) to each Grantee of such number of Awarded Shares which fall to be issued, transferred and/or paid (in cash in lieu of Shares) on the vesting of all of his Awards (where the vesting criteria have been met as at the date of the notice to the Grantee, such Awards have not been cancelled and have not lapsed and such Awarded Shares have not already been issued, transferred and/or paid (in cash in lieu of Shares)). With effect from the date of such meeting, the rights of all Grantees to be vested with their respective Awards shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all Awards shall, to the extent not having been vested or cancelled and not having lapsed, thereupon lapse and determine. The Board shall endeavour to procure that the Awarded Shares issued and/or transferred (as the case may be) as a result of the vesting of Awards under this paragraph 8.6.7 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 be vested with their respective Awards shall with effect from the date of the making of the order by the Court be restored in full and shall thereupon become capable of vesting (but subject to the other terms of this Scheme) as if such compromise or arrangement had not been proposed between the Company and the Shareholders or creditors 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;
- 8.6.8 upon the occurrence of any of the events referred to in paragraphs 8.6.5 to 8.6.7 (inclusive), the Company may at its absolute discretion and notwithstanding the terms of the relevant Award, also give notice to the Grantee that his Award may be vested 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 vested in accordance with its terms) notified by the Company. If the Company issues such notice, the balance of the Awards shall lapse immediately after the expiry of the notified period; and

8.6.9 no Award may be vested in circumstances where such vesting would, in the opinion of the Board, be in breach of a statutory or regulatory requirement.

Provided that in any case where Awards lapse pursuant to paragraphs 8.6.1 to 8.6.4 (inclusive), the Board may in its absolute discretion determine that all or any of such Awards shall not so lapse (or shall lapse on a later date) subject to such conditions or limitations as the Board may decide.

8.7 There is no clawback mechanism for the Company to recover or withhold Awards granted to any Grantees.

8.8 Awarded Shares issued and/or transferred (as the case may be) upon the vesting of an Award 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 issue and/or transfer (as the case may be). A Share issued and/or transferred (as the case may be) upon the vesting of an Award 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 register of members of the Company (as the case may be) as the holder thereof.

9 EARLY TERMINATION OF AWARD PERIOD

9.1 The Award Period in respect of any Award shall automatically terminate and that Award (to the extent not having been vested or cancelled and not having lapsed) shall lapse on the earliest of:

9.1.1 the expiry of the Award Period;

9.1.2 the expiry of any of the periods referred to in paragraphs 8.6.1 to 8.6.3 (inclusive) and 8.6.5 to 8.6.7 (inclusive);

9.1.3 the date on which the Grantee ceases to be an Eligible Participant by reason of 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, 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;

- 9.1.4 the date of commencement of the winding up of the Company;
- 9.1.5 the date on which the Grantee commits a breach of paragraph 8.1 of this Scheme;
- 9.1.6 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;
- 9.1.7 the date on which the Grantee commits a breach of any terms and conditions attached to the grant of his Award, if the Board shall exercise the Company's right to cancel the Award; or
- 9.1.8 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 Award; or
- 9.1.9 the date on which the Board resolves to cancel any Award pursuant to paragraph 11 of this Scheme.

9.2 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 9.1.3 shall be conclusive and binding on the Grantee, and where appropriate, his Personal Representative(s).

10 ALTERATION OF CAPITAL STRUCTURE

- 10.1 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 Award remains capable of vesting 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:
- 10.1.1 the number or nominal amount of Shares to which this Scheme or any Award(s) relates (insofar as they have not been vested or cancelled and have not lapsed) 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 all of his Awards been vested immediately prior to such adjustment shall be equal to the proportion of the issued share capital of the Company for which he would have been entitled had all of his Awards been vested immediately after such adjustment; and
 - (ii) 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.
- 10.1.2 if any adjustments occur pursuant to paragraph 10.1 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).
- 10.2 If there has been any alteration in the capital structure of the Company as referred to in paragraph 10.1, 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 10.1.
- 10.3 In giving any certificate under this paragraph 10, 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.

11 CANCELLATION OF AWARDS

- 11.1 The Board may cancel any Awards provided that: (a) the Company pays to the Grantee an amount equal to the cash value of the Awards at the date of cancellation as determined by the Board by reference to the market value of a Share; or (b) the Board offers to grant to the Grantee replacement Awards of equivalent value of the Awards being cancelled; or (c) the Board makes such arrangements as the Grantee may agree to compensate him for the loss of the Awards. Where the Company cancels Awards and issues new Awards to the same Grantee, the issue of such new Awards may only be made with available unissued Shares (excluding the cancelled Awards) within the Shares Mandate Limit, the Service Provider Sub-limit and/or the refreshed limit(s) as referred to in paragraph 6.1, 6.2 and 6.4 (as the case may be).

12 SHARE CAPITAL

The granting of any Awards 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 issue of the Awarded Shares (in the case of New Shares) on the vesting of any Awards.

13 ISSUE OF SHARES TO THE TRUST AND ACQUISITION OF SHARES BY THE TRUST

- 13.1 Subject to paragraph 13.5, the Company shall, as soon as reasonably practicable, for the purposes of satisfying the grant of Awards, issue and allot Shares to the Trustee and/or transfer to the Trust the necessary funds and instruct the Trustee to acquire Shares through on-market transactions at the prevailing market price. Subject to this paragraph 13, the Company shall instruct the Trustee whether or not to apply any Returned Shares to satisfy any grant of Awards made, and if the Returned Shares, as specified by the Company, are not sufficient to satisfy the Awards granted, the Company shall, subject to paragraph 13.4, as soon as reasonably practicable, for purposes of satisfying the Awards granted, issue and allot further Shares to the Trustee and/or transfer to the Trust the necessary funds and instruct the Trustee to acquire further Shares through on-market transactions at the prevailing market price.
- 13.2 Where the Trustee has received instructions from the Company to acquire Shares through on-market transactions, the Trustee shall acquire such number of Shares as instructed by the Company on-market at the prevailing market price as soon as reasonably practicable after receiving the necessary funds from the Company. For the avoidance of doubt, the Company may provide terms and conditions relating to the acquisition of Shares to the Trustee.
- 13.3 Save that the Board at its discretion may from time to time determine that any dividends declared and paid by the Company in relation to the Awarded Shares would be paid to the Grantees even though the Awarded Shares have not yet vested, the Trustee shall hold the Awarded Shares and related income derived from such Awarded Shares on trust for the Grantee until the end of relevant vesting period in accordance with paragraph 8 of this Scheme.

- 13.4 The Trustee shall only be obliged to transfer Awarded Shares (and the related income derived from such Awarded Shares) to Grantees on vesting to the extent that Awarded Shares (and the related income derived from such Awarded Shares) are comprised in the Trust.
- 13.5 The Company shall not issue or allot Shares nor instruct the Trustee to acquire Shares through on-market transactions at the prevailing market price, where such action (as applicable) is prohibited under the Listing Rules, the SFO or other applicable laws from time to time.
- 13.6 Subject to paragraph 13.1, when Shares have been deemed to be Returned Shares under this Scheme, the Trustee shall notify the Company accordingly. The Board may also instruct the Trustee to sell the Returned Shares and remit all cash and net proceeds of such sale and the corresponding funds (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.

14 INTEREST IN THE ASSETS OF TRUST

- 14.1 Save that the Board at its discretion may from time to time determine that any dividends declared and paid by the Company in relation to the Awarded Shares would be paid to the Grantees even though the Awarded Shares have not yet vested, the Trustee shall hold the Awarded Shares and related income derived from such Awarded Shares on trust for the Grantee until the end of relevant vesting period. A Grantee shall only have a contingent interest in the Shares underlying the Awarded Shares which are referable to him/her subject to the vesting of Awards in accordance with paragraph 8 and transfer/sale of such Shares in accordance with the provisions of this Scheme, and shall have no rights to any other trust funds of the Trust or any of the Returned Shares, or rights in the balance of the fractional shares arising out of consolidation of Shares (if any).
- 14.2 Neither the Grantee nor the Trustee may exercise the voting rights in respect of any Shares held under the Trust (including but not limited to the Awarded Shares, any Returned Shares, any bonus Shares and any scrip Shares). In particular, the Trustee holding unvested Shares under this Scheme, whether directly or indirectly, shall abstain from voting on matters that require Shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.

15 DISPUTES

Any dispute arising in connection with the number of Awarded Shares of an Award, any of the matters referred to in paragraph 10.3, or any adjustment under paragraph 10.1 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.

16 ALTERATION OF THIS SCHEME

- 16.1 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 provisions relating to the 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.
- 16.2 Any change to the terms of the Awards granted prior to such alteration shall be approved by the Board, the remuneration committee of the Company, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Awards 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 Awards granted can be changed by the Board if the alterations take effect automatically under the existing terms of this Scheme.
- 16.3 The amended terms of this Scheme and all Awards shall continue to comply with the relevant requirements of Chapter 17 of the Listing Rules.
- 16.4 The Board shall be entitled to amend the terms of this Scheme so as to comply with any future changes in the Listing Rules 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.
- 16.5 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.
- 16.6 Where a change is proposed to the terms of any Awards 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 Awards and containing a recommendation from the independent non-executive Directors (excluding an independent non-executive Director who is the holder of the Awards which terms are to be changed) on whether or not to vote in favour of the proposed change and containing such information as required under the Listing Rules to be set out in the circular.

17 TERMINATION

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 Awards will be granted but the terms of this Scheme in all other respects shall remain in force to the extent necessary to give effect to the vesting of any Awards granted prior thereto or otherwise as may be required in accordance with the terms of this Scheme and any Awards granted prior to such termination shall continue to be valid and capable of vesting in accordance with this Scheme.

18 MISCELLANEOUS

- 18.1 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 be granted under 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.
- 18.2 This Scheme shall not confer on any person any legal or equitable rights (other than those constituting the Awards themselves) against the Company or any of its 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.
- 18.3 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 Trustee to be appointed by the Board at its absolute discretion (for the purpose of purchasing Old Shares from the market and holding and transferring the same to the Grantee pursuant to the terms of this Scheme), 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 15 in relation to the determination of disputes.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 Any notice or other communication if sent to the Grantee shall be deemed to be given or made:
- 18.7.1 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
- 18.7.2 when delivered, if delivered by hand.

- 18.8 A Grantee shall, before accepting an Award or being issued and/or transferred his Awarded Shares, obtain all necessary government or official consents that may be required to enable him to accept the Award or to be issued and/or transferred the Awarded Shares. By accepting an Award or being issued and/or transferred his Awarded Shares, 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 Award by a Grantee and an issue or a transfer of Awarded Shares to a Grantee.
- 18.9 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 issue, transfer and/or payment (in cash in lieu of Shares) to him of any Awarded Shares.
- 18.10 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 provisions of this Scheme.
- 18.11 The Company shall disclose details of this Scheme as and when required by the relevant requirements of the Listing Rules.
- 18.12 In the event that an Award 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.
- 18.13 This Scheme and all Awards granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.