

VODATEL NETWORKS HOLDINGS LIMITED
[Share option scheme to be produced to the AGM on 17th June 2022 for adoption]

VODATEL NETWORKS HOLDINGS LIMITED
(Incorporated in Bermuda with limited liability)

SHARE OPTION SCHEME

[To be produced to the annual general meeting for adoption by the members of
VODATEL NETWORKS HOLDINGS LIMITED
on 17th June 2022]

VODATEL NETWORKS HOLINDGS LIMITED
[Share option scheme to be produced to the AGM on 17th June 2022 for adoption]

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Vodatel Networks Holdings Limited
(Incorporated in Bermuda with limited liability)

1. DEFINITIONS

1.1 In this Scheme, unless the context otherwise requires, the following expressions shall have the following meanings:

“Adoption Date”	17 th June 2022, the date on which this Scheme was adopted by ordinary resolution of the Company in the annual general meeting
“Associate”	has the meaning ascribed thereto in the GEM Listing Rules
“Auditor”	the auditor of the Company
“Board”	the board of Directors or a duly authorised committee thereof
“Business Day”	any day (excluding a Saturday and Sunday) on which licensed banks are generally open for business in Hong Kong
“Close Associate”	has the meaning ascribed thereto in the GEM Listing Rules
“Company”	Vodatel Networks Holdings Limited
“Connected Person”	has the meaning ascribed thereto in the GEM Listing Rules
“Core Connected Person”	has the meaning ascribed thereto in the GEM Listing Rules
“Date of Grant”	in respect of an Option and unless otherwise specified in the letter of grant, the Business Day on which the Board resolves to make an Offer to a Participant, whether or not the Offer is subject to Members' approval on the terms of this Scheme
“Director”	the director of the Company
“Exchange”	The Stock Exchange of Hong Kong Limited, a company incorporated in Hong Kong with limited liability
“GEM”	GEM operated by the Exchange

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[Share option scheme to be produced to the AGM on 17 th June 2022 for adoption] “GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM made by the Exchange from time to time	
“Grantee”	any Participant who accepts an Offer in accordance with the terms of this Scheme, or (where the context so permits) any person who is entitled to any such Option in consequence of the death of the original Grantee, or the legal personal representative of such person	23.03(2)
“Group”	the Company and its Subsidiaries	
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong	
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China (not applicable to The Stock Exchange of Hong Kong Limited)	
“Inside Information”	has the meaning ascribed thereto in the GEM Listing Rules	
“Offer”	the offer of the grant of an Option made in accordance with paragraph 3	
“Member”	the holder of the Shares	
“Option”	an option to subscribe for Shares pursuant to this Scheme and for the time being subsisting	
“Option Period”	in respect of any particular Option, the period to be determined and notified by the Board to the Grantee at the time of making an Offer which shall not expire later than ten years from the Date of Grant	23.03(5)
“Participant”	Directors (including executive Directors, non-executive Directors and independent non-executive Directors) and employees of the Group	23.03(2)
“Scheme”	this share option scheme in its present form or as amended from time to time in accordance with the provisions hereof (not applicable to Scheme Mandate Limit)	
“Scheme Mandate Limit”	the maximum number of Shares which may be issued upon exercise of all Options to be granted under this Scheme and any other share option schemes of the Company shall not, in the absence of Members’ approval, in aggregate exceed 10% in the nominal amount of the aggregate number of Shares in issue on the Adoption Date	

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“Share” ordinary share of HK\$0.10 each in the share capital of the Company, or, if there has been a subdivision, reduction, consolidation, reclassification or reconstruction of the share capital of the Company, the shares forming part of the ordinary equity share capital of the Company or such nominal amount as shall result from any such subdivision, reduction, consideration, reclassification or reconstruction

“Subscription Price” the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option pursuant to paragraph 4

“Subsidiary” a company which is for the time being and from time to time a subsidiary undertaking (within the meaning of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere

“Substantial Shareholder” in relation to a company means a person who is entitled to exercise, or control the exercise of, 10% or more of the voting power at any general meeting of the Company

1.2 Paragraph headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Scheme. References herein to "paragraphs" are to paragraphs of this Scheme. Words importing the singular include the plural and vice versa, words importing a gender or the neuter include both genders and the neuter references to persons include bodies corporate or unincorporate.

1.3 References in this Scheme to any document are to that document as amended, consolidated, supplemented, novated or replaced from time to time.

1.4 References (express or implied) in this Scheme to ordinances and to statutory and regulatory provisions and the GEM Listing Rules shall be construed as references to those ordinances or statutory and regulatory provisions and the GEM Listing Rules as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which there are re-enactments (whether with or without modification) and any orders, regulations, instruments, other subordinate legislation or practice notes under the relevant ordinance, statutory or regulatory provision or the GEM Listing Rules.

1.5 In construing this Scheme:

- (a) the rule known as the ejusdem generis rule shall not apply and, accordingly, general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and

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- (b) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2. **PURPOSE, DURATION AND ADMINISTRATION**

- 2.1 The purpose of this Scheme is to reward Participants who have contributed or will contribute to the Group and to encourage Participants to work towards enhancing the value of the Company and the Shares for the benefit of the Company and the Members as a whole. 23.03(1)
- 2.2 This Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to this Scheme or its interpretation or effect shall (save as otherwise provided herein) be final and binding on all parties. 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 Options under this Scheme, and the number of Shares and Subscription Price, subject to paragraph 4; (c) subject to paragraphs 8 and 11, make such adjustments to the terms of the Options granted under the 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 the Scheme provided that the same are not inconsistent with the provisions of this Scheme and the GEM Listing Rules.
- 2.3 This Scheme shall take effect subject to:
- (a) the passing of the resolution by the Members to approve and adopt this Scheme 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
- (b) the listing subcommittee of the directors of the Exchange elected or appointed in accordance with the articles of association of the Exchange and, where the context so permits, any committee or subcommittee thereof granting the approval of the listing of, and permission to deal in, the Shares which fall to be issued pursuant to the exercise of any Options (subject to an initial limit of 10% of the aggregate number of Shares in issue on the date of such Members' resolution to approve and adopt this Scheme).
- 2.4 If condition 2.3(b) above is not satisfied on or before the date following thirty days after the Adoption Date, this Scheme shall terminate immediately, and any Option granted or agreed to be granted pursuant to this Scheme shall be of no effect and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of this Scheme.
- 2.5 Subject to paragraphs 2.3, 2.4 and 13, this Scheme shall be valid and effective for a period of ten years commencing on the Adoption Date, after which period no further Options shall be offered or granted but the provisions of this Scheme shall remain in full force and effect in all other respects. Options granted during the life of this 23.03(11)

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Scheme shall continue to be exercisable in accordance with their terms of grant after the end of the ten-year period.

- 2.6 No Director shall be personally liable by reason of any contract or other instrument executed by such Director or on his behalf in his capacity as a Director nor for any mistake of judgement made in good faith, and the Company shall indemnify on demand and hold harmless each employee or officer of the Company or Director 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 negligence, fraud or bad faith.

3. **GRANT OF OPTIONS**

- 3.1 On and subject to the terms of this Scheme and the GEM Listing Rules, the Board shall be entitled at any time within ten years after the Adoption Date to make an Offer to any Participant as the Board may in its absolute discretion select to take up an Option pursuant to which such Participant may, during the Option Period, subscribe for such number of Shares as the Board may determine at the Subscription Price. The Offer shall specify the terms on which the Option is to be granted. Such terms may at the discretion of the Board, include, among other things, (a) the minimum period for which an Option must be held before it can be exercised; (b) a performance target that must be reached before the Option can be exercised in whole or in part; and/or (c) any other terms, all of which may be imposed (or not imposed) either on a case-by-case basis or generally. 23.03(11)
23.03(6)
23.03(7)
- 3.2 An Offer shall be made to a Participant by letter in such form as the Board may from time to time determine requiring the Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of this Scheme and shall remain open for acceptance by the Participant concerned for a period of twenty-eight days from the Date of Grant provided that no such Offer shall be open for acceptance after the expiry of the Option Period or after this Scheme has been terminated in accordance with the terms hereof or after the Participant for whom the Offer is made has ceased to be a Participant. 23.03(2)
- 3.3 No Offer shall be made to, nor shall any Offer be capable of acceptance by, any Participant at a time when the Participant would or might be prohibited from dealing in the Shares by the GEM Listing Rules or by any other applicable rules, regulations or law.
- 3.4 An Offer is deemed to be accepted when the Company receives from the Grantee the duplicate of the Offer letter signed by the Grantee specifying the number of Shares in respect of which the Offer is accepted and a remittance to the Company of HK\$1 as consideration for the grant of Option. Such remittance is not refundable in any circumstances. 23.03(8)
- 3.5 Any Offer may be accepted in whole or in respect of less than the number of Shares which are offered provided that it is accepted in a whole board lot for dealing in

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- 3.6 A grant of Options may not be made after Inside Information has come to its knowledge until (and including) the trading day after it has announced the information in accordance with the relevant provisions of the GEM Listing Rules. In particular, during the period commencing one month immediately preceding the earlier of: 23.05
- (a) the date of the meeting of the Board (as such date is first notified to the Exchange in accordance with the GEM Listing Rules) for the approval of the results of the Company for any year, half-year, quarterly or any other interim period (whether or not required under the GEM Listing Rules); and
 - (b) the deadline for the Company to publish an announcement of its results for any year or half-year under the GEM Listing Rules, or quarterly or any other interim period (whether or not required under the GEM Listing Rules),

and ending on the date of the results announcement, no Option may be granted.

- 3.7 Any grant of Options to any Director, chief executive of the Company or Substantial Shareholder, or any of their respective Associates under this Scheme or any other share option schemes of the Company or any of the Subsidiaries shall be subject to the prior approval of the independent non-executive Directors (excluding independent non-executive Directors who are the proposed Grantees of the Options in question). Where any grant of Options to a Substantial Shareholder or an independent non-executive Director, or any of their respective Associates, would result in the Shares issued and to be issued upon exercise of all Options already granted and to be granted (including Options exercised, cancelled or outstanding) to such person in the twelve-month period up to and including the date of such grant: 23.04
- (a) representing in aggregate over 0.1% of the Shares in issue on the date of such grant; and
 - (b) having an aggregate value, based on the closing price of the Shares as stated in the daily quotations sheets issued by the Exchange on the Date of Grant, in excess of HK\$5,000,000,

such further grant of Options shall be subject to prior approval by resolution of the Members (voting by way of poll). The Company shall send a circular to the Members in accordance with the GEM Listing Rules and the Grantee, his Associates and all Core Connected Persons of the Company shall abstain from voting in favour of the resolution at such general meeting of the Members, but they may vote against the resolution at such general meeting of the Members provided that their intention to do so has been stated in the circular to the Members.

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4. **SUBSCRIPTION PRICE**

The Subscription Price shall be determined by the Board in its absolute discretion but in any event shall not be less than the higher of:-

23.03(9)

- (a) the closing price of the Shares as stated in the daily quotations sheets issued by the Exchange on the Date of Grant which must be a Business Day;
- (b) the average closing price of the Shares as stated in the daily quotations sheets issued by the Exchange for the five Business Days immediately preceding the Date of Grant; and
- (c) the nominal value of the Shares.

5. **EXERCISE OF OPTIONS**

5.1 An Option shall be personal to the Grantee and shall not be assignable or transferable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to any Option. Any breach of the foregoing by the Grantee shall entitle the Company to cancel any outstanding Option or any part thereof granted to such Grantee to the extent not already exercised without incurring any liability on the part of the Company.

23.03(17)

5.2 An Option may, subject to the provisions of paragraph 8, be exercised in whole or in part (if in part only, it should be exercised in a whole board lot of the Shares which are traded on the Exchange from time to time or an integral multiple thereof) in the manner set out in paragraph 5.3 by the Grantee (or, as the case may be, his legal personal representative) by giving notice in writing to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the Subscription Price multiplied by the number of Shares in respect of which the notice is given. Within twenty Business Days after receipt of the notice and the remittance of the full amount of the relevant aggregate Subscription Price and, where appropriate, receipt of the Auditor's certificate or the certificate from the independent financial adviser to the Company pursuant to paragraph 8, the Company shall accordingly allot and issue the relevant number of Shares to the Grantee (or, as the case may be, his legal personal representative) credited as fully paid and issue to the Grantee (or, as the case may be, his legal personal representative) share certificates in respect of the Shares so allotted.

5.3 Subject to any restrictions applicable under the GEM Listing Rules and notwithstanding the terms of grant thereof, an Option may be exercised by the Grantee at any time during the Option Period, provided that:

23.03(5)

- (a) in the event of the Grantee ceasing to be a Participant by reason of his death before exercising his Option in full and none of the events which would be a ground for termination of his employment as specified in paragraph 6.6 having arisen, his legal personal representative may exercise the Option up to the Grantee's entitlement as at the date of death (to the extent not already

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- (b) in the event of a Grantee who is an employee of the Company or another member of the Group or a Director ceasing to be a Participant for any reason other than his death or the termination of his employment or directorship on one or more of the grounds specified in paragraph 6.6, the Option (to the extent not already exercised) shall lapse three calendar months after the date of cessation or termination of such employment (which date shall be the Grantee's last actual working day with the Company or the relevant Subsidiary whether salary is paid in lieu of notice or not) and shall on that day cease to be exercisable unless he continues to serve the Group in some other capacity (example, consultant), in which case the Board has sole discretion to determine the option period and, whether the option shall lapse on the date of cessation of his employment or on the expiry of his respective capacity, provided that the Option can be exercised beyond the aforesaid dates but within the Option Period;
- (c) in the event of the Grantee ceasing to be a Participant by reason of the termination of his employment or directorship on one or more of the grounds specified in paragraph 6.6, his Option shall lapse automatically (to the extent not already exercised) and shall not be exercisable on or after the date of termination of his employment and to the extent the Grantee has exercised the Option in whole or in part pursuant to paragraph 5.2, but Shares have not been allotted to him, the Grantee shall be deemed not to have so exercised such Option and the Company shall return to the Grantee the amount of the Subscription Price for the Shares received by the Company in respect of the purported exercise of such Option;
- (d) in the event a general offer by way of takeover or otherwise (other than by way of scheme of arrangement pursuant to paragraph (e) below) is made to all the Members (or all such Members other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, the Company shall forthwith notify all Grantees and any Grantee (or his legal personal representative) shall be entitled to exercise the Option in full (to the extent not already exercised) or to

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- (e) in the event a general offer for Shares by way of scheme of arrangement is made to all the Members and has been approved by the necessary number of Members at the requisite meetings, the Company shall forthwith notify all Grantees and any Grantee (or his legal personal representative) may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or to the extent notified by the Company;
- (f) in the event a notice is given by the Company to the Members to convene a Members' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind up the Company, the Company shall forthwith give notice thereof to all Grantees and any Grantee (or his legal personal representative) may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or to the extent notified by the Company, and the Company shall as soon as possible and in any event no later than three days prior to the date of the proposed Members' meeting, allot, issue and register in the name of the Grantee such number of Shares to the Grantee which fall to be issued on such exercise; and
- (g) in the event of a compromise or arrangement, other than a scheme of arrangement contemplated in paragraph 5.3(e) above, between the Company and the Members or its creditors is proposed in connection with a scheme for the reconstruction or amalgamation of the Company, the Company shall give notice thereof to all Grantees on the same date as it gives notice of the meeting to the Members or its creditors to consider such compromise or arrangement and the Grantee (or his legal personal representative) may at any time thereafter but before such time as shall be notified by the Company exercise the Option either to its full extent or to the extent notified by the Company, and the Company shall as soon as possible and in any event no later than three days prior to the date of the proposed Members' meeting, allot, issue and register in the name of the Grantee such number of Shares which fall to be issued on such exercise.

- 5.4 The Shares to be allotted upon the exercise of an Option shall be subject to all the provisions of the memorandum of association and bye-laws of the Company for the time being in force and shall rank *pari passu* in all respects with the existing fully paid Shares in issue on the date on which those Shares are allotted on exercise of the Option and accordingly shall entitle the holders to participate in all dividends or other distributions paid or made after the date on which Shares are allotted other than any dividends or distributions previously declared or recommended or resolved to be paid or made if the record date thereof shall be on or before the date on which the Shares are allotted. 23.03(10)
23.03(15)
- 5.5 Any Options granted but not exercised may be cancelled if the Participant so agrees and new Options may be granted to the Grantee provided that such new Options fall within the limits prescribed by paragraph 7, excluding the cancelled Options, and are otherwise granted in accordance with the terms of this Scheme. 23.03(14)

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6. **LAPSE OF OPTION**

23.03(12)

An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- 6.1 the expiry of the Option Period (subject to the provisions of this Scheme);
- 6.2 the expiry of the periods referred to in paragraph 5.3;
- 6.3 the expiry of the period referred to in paragraph 5.3(d) subject to any court of competent jurisdiction making an order to prohibit the offeror from acquiring the remaining Shares in the Offer, the relevant period within which Options may be exercised shall not begin to run until the discharge of the order in question or unless the Offer lapses or is withdrawn before that date;
- 6.4 subject to the scheme of arrangement (referred to in paragraph 5.3(e)) becoming effective, the expiry of the period for exercising the Option as referred to in paragraph 5.3(e);
- 6.5 the date of the commencement of the winding-up of the Company;
- 6.6 the date on which the Grantee (if an employee of the Company or another member of the Group or Director) ceases to be a Participant by reason of the termination of his employment or directorship on the grounds that he has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his debts or has committed any act of bankruptcy or has become insolvent or has made any arrangement or compromise with his creditors generally, or has been convicted of any criminal offence involving his integrity or honesty or on any other ground on which an employer would be entitled to terminate his employment summarily. A resolution of the Board or the board of directors of the relevant Subsidiary to the effect that the employment of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph 6.6 shall be conclusive and binding on the Grantee, and where appropriate, his legal representative;
- 6.7 the date on which the Grantee commits a breach of paragraph 5.1; and
- 6.8 subject to paragraph 5.3(b), three calendar months after the date the Grantee ceases to be a Participant for any other reason.

7. **MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION**

- 7.1 Options lapsed in accordance with the terms of this Scheme and (as the case may be) such other share option schemes of the Company will not be counted for the purpose of calculating the Scheme Mandate Limit.

23.03(3)

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- 7.2 The Scheme Mandate Limit referred to in paragraph 7.1 may be renewed at any time subject to prior Members' approval but in any event, the total number of Shares which may be issued upon exercise of all Options to be granted under this Scheme and any other option to be granted under any other share option schemes of the Company under the limit as refreshed must not exceed 10% of the Shares in issue as at the date of approval of the renewed limit. Options previously granted under this Scheme or any other share option scheme of the Company (including those outstanding, cancelled, lapsed in accordance with the terms or exercised options) will not be counted for the purpose of calculating the limit as renewed.
- 7.3 Notwithstanding the foregoing, the Company may grant Options beyond the Scheme Mandate Limit to Participants if:
- (a) separate Members' approval has been obtained for granting Options beyond the Scheme Mandate Limit to Participants specifically identified by the Company before such Members' approval is sought; and
 - (b) the Company, in connection with the seeking of such separate Members' approval, has first sent a circular to Members containing such information as may be required by the GEM Listing Rules then prevailing to be included in such circular.
- 7.4 Subject to paragraph 7.5, the maximum number of Shares issued and to be issued upon exercise of the Options granted to each Grantee under this Scheme (including both exercised and outstanding Options) in any twelve-month period shall not (when aggregated with any Share subject to options granted during such period under any other share option scheme of the Company other than those options granted pursuant to specific approval by the Members in a general meeting) exceed 1% of the Shares in issue for the time being. 23.03(4)
- 7.5 Where any further grant of Options to a Participant would result in the Shares issued and to be issued upon exercise of all Options granted and to be granted to such person (including exercised, cancelled and outstanding Options) in the twelve-month period up to and including the date of such further grant representing in aggregate over 1% of the Shares in issue, such further grant must be separately approved by Members in general meeting with such Participant and his Close Associates (or his Associates if the Participant is a Connected Person) abstaining from voting. The Company must send a circular to the Members disclosing the identity of the Participant in question, the number and terms of the Options to be granted (and Options previously granted to such Participant) and such other information required under the GEM Listing Rules.
- 7.6 At any time, the maximum number of Shares which may be issued upon exercise of all Options which then have been granted and have yet to be exercised under this Scheme and any other share option scheme of the Company shall not, in the absence of Members' approval, in aggregate exceed 30% of the Shares in issue from time to time. 23.03(3)

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8. **REORGANISATION OF CAPITAL STRUCTURE**

8.1 In the event of an alteration in the capital structure of the Company whilst any Option remains exercisable, by way of capitalisation of profits or reserves, bonus issue, rights issue, open offer, subdivision or consolidation of Shares, or reduction of the share capital of the Company in accordance with legal requirements and requirements of the Exchange (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party), such corresponding adjustments (if any) shall be made to: 23.03(13)

(a) the number or nominal amount of Shares subject to the Option so far as unexercised; or

(b) the Subscription Price;

or any combination thereof, provided that:

(c) any such adjustment gives a Grantee the same proportion of the equity capital of the Company as that to which that Grantee was previously entitled; and

(d) notwithstanding paragraph 8.1(c) above, any adjustment as a result of an issue of securities with a price-dilutive element, such as a rights issue, open offer or capitalisation issue, should comply with the acceptable adjustments set out in the supplementary guidance under the “frequently asked questions on adjustments of the exercise price of share options” (FAQ No. 072-2020) issued on 6th November 2020 and any future guidance or interpretation of the GEM Listing Rules,

but no such adjustments shall be made to the extent that a Share would be issued at less than its nominal value.

8.2 The Company shall engage the Auditor or a financial advisor to certify in writing, either generally or as regards any particular Grantee, that the adjustments made by the Company under paragraph 8.1 satisfy the requirements set out in paragraphs 8.1(c) and 8.1(d) above. The capacity of the Auditor or financial advisor (as the case may be) in this paragraph is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees. The costs of the Auditor or financial advisor (as the case may be) shall be borne by the Company.

9. **SHARE CAPITAL**

9.1 The exercise of any Option shall be subject to the Members in 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 to meet subsisting requirements on the exercise of Options.

23.03(10)

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- 9.2 The Options do not carry any right to vote in general meeting of the Company, or any right, dividends, transfer or any other rights, including those arising on the liquidation of the Company.

10. **DISPUTES**

Any dispute arising in connection with this Scheme (whether as to the number of Shares, the subject of an Option, the amount of the Subscription Price or otherwise) shall be referred to the decision of the Auditor or the independent financial adviser to the Company who shall act as experts and not as arbitrators and whose decision shall, in the absence of manifest error, be final and binding on the Company and the Grantees. The costs of the Auditor or the independent financial adviser to the Company shall be shared equally between the Company and the relevant Grantee.

11. **ALTERATION**

Those specific provisions of this Scheme which relate to the matters set out in Rule 23.03 of the GEM Listing Rules cannot be altered to the advantage of Participants, and changes to the authority of the Board in relation to any alteration of the terms of this Scheme shall not be made, in either case, without the prior approval of Members in general meeting. Any alteration to the terms and conditions of this Scheme which is of a material nature, or any change to the terms of Options granted, must also, to be effective, be approved by the Members in general meeting, except where the alterations take effect automatically under the existing terms of this Scheme. The Scheme so altered must comply with Chapter 23 of the GEM Listing Rules. 23.03(18)

12. **CANCELLATION**

- 12.1 Any Option granted but not exercised may be cancelled if the Participant so agrees. 23.03(14)
- 12.2 Where the Company cancels Options and issues new ones to the same Grantee, the issue of such new options may only be made under a scheme with available unissued Shares (excluding the Shares which were the subject of cancelled options) under the Scheme Mandate Limit.

13. **TERMINATION**

The Company by ordinary resolution in general meeting or the Board may at any time terminate this Scheme and in such event no further Options may be granted but in all other respects the provisions of this Scheme shall remain in full force and effect in respect of Options which are granted during the life of this Scheme and which remain unexpired immediately prior to the termination of the operation of this Scheme. 23.03(16)

14. **MISCELLANEOUS**

- 14.1 The Company shall bear the costs of establishing and administering this Scheme.

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[Share option scheme to be produced to the AGM on 17th June 2022 for adoption]

- 14.2 Upon written request made to the Board, a Grantee can receive copies of all notices and other documents sent by the Company to Members.
- 14.3 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 for the time being or such other address as notified to the Grantee from time to time and, in the case of the Grantee, his address as notified to the Company from time to time.
- 14.4 Any notice or other communication served by post:
- (a) by the Company shall be deemed to have been served twenty-four hours after the same was put in the post; and
 - (b) by the Grantee shall not be deemed to have been received until the same shall have been received by the Company.
- Any notice or other communication served by either party by hand shall be deemed to be served when delivered.
- 14.5 A Grantee shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction in order to permit the grant or exercise of his Option. A Grantee shall pay all tax and discharge all other liabilities to which he may become subject to as a result of the participation in this Scheme or the exercise of any Option. The Company shall not be responsible for any failure by a Grantee to obtain any such consent or for any tax or other liability to which a Grantee may become subject as a result of his participation in this Scheme. A Grantee shall, on demand, indemnify the Company fully against all claims and demands which may be made against the Company (whether alone or jointly with other party or parties) for or in respect of or in connection with any failure on the part of the Grantee to obtain any necessary consent referred to hereinabove or to pay tax or other liabilities referred to hereinabove and against all incidental costs and expenses which may be incurred or spent by the Company.
- 14.6 The Board shall have the 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. The Board shall also have the power to delegate its powers to grant Options to Participants and to determine the Subscription Price, to any of the Directors from time to time.
- 14.7 This Scheme shall not form part of any contract of employment between the Company or any Subsidiary and any employee and the rights and obligations of any employee under the terms of his office or employment shall not be affected by his participation in this Scheme or any right which he may have to participate in it and this Scheme shall afford such an employee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.
- 14.8 No Grantee shall enjoy any of the rights of a Member by virtue of the grant of an Option pursuant to this Scheme, unless and until Shares are actually issued to the Grantee pursuant to exercise of such Option.

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- 14.9 This Scheme and all Options granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.

- End of Scheme-