

# **WUXI BIOLOGICS (CAYMAN) INC.**

*(a company incorporated in Cayman Islands with limited liability)*

## **RESTRICTED SHARE AWARD SCHEME**

### **PREAMBLE**

#### **1. DEFINITIONS**

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

<b><i>Acknowledgement Form</i></b>	shall have the meaning as defined in Rule 6.2
<b><i>Actual Selling Price</i></b>	the actual price at which the Restricted Shares are sold (net of brokerage, Stock Exchange trading fee, SFC transaction levy and any other applicable costs) on vesting of an Award pursuant to the Scheme or in the case of a vesting when there is an event of change in control or privatisation of the Company pursuant to Rule 18, the consideration receivable under the related scheme or offer;
<b><i>Adoption Date</i></b>	January 15, 2018, being the date on which the Scheme is adopted by the Board upon recommendation of the Remuneration Committee;
<b><i>associates</i></b>	has the meaning ascribed to it in the Listing Rules;
<b><i>Award</i></b>	an award granted by the Board to a Selected Participant, which may vest in the form of Restricted Shares or the Actual Selling Price of the Restricted Shares in cash, as the Board may determine in accordance with the terms of the rules of the Scheme;
<b><i>Benefits</i></b>	shall have the meaning as defined in Rule 10.3;
<b><i>Board</i></b>	means the board of directors of the Company from time to time;
<b><i>Business Day(s)</i></b>	means any day (excluding Saturday and Sunday) on which banks in Hong Kong generally are open for business and the Stock Exchange is open for the business of dealing in securities and the Shares;
<b><i>CCASS</i></b>	means the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited;
<b><i>Company</i></b>	means WuXi Biologics (Cayman) Inc., a company incorporated in Cayman Islands with limited liability, whose shares are listed on the Stock Exchange (stock code: 2269);

<b><i>connected person(s)</i></b>	has the meaning ascribed to it in the Listing Rules;
<b><i>Data</i></b>	shall have the meaning as defined in Rule 16.2;
<b><i>Effective Date</i></b>	January 15, 2018, being the date on which the Scheme shall take effect in accordance with Rule 2;
<b><i>Eligible Participant(s)</i></b>	means any director or employee of the Company or any of its subsidiaries;
<b><i>Group</i></b>	means the Company and its subsidiaries from time to time;
<b><i>HK\$</i></b>	means Hong Kong dollars, the lawful currency of Hong Kong;
<b><i>Hong Kong</i></b>	means the Hong Kong Special Administrative Region of the People's Republic of China;
<b><i>Listing Rules</i></b>	means The Rules Governing the Listing of Securities on the Stock Exchange (as amended, supplemented or otherwise modified from time to time);
<b><i>New Approval</i></b>	shall have the meaning as defined in Rule 8.2;
<b><i>Notice of Award</i></b>	shall have the meaning as defined in Rule 6.1;
<b><i>PRC</i></b>	means the People's Republic of China (for the purpose of the Scheme, excluding Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan);
<b><i>Related Distributions</i></b>	means all distributions in the form other than cash or Shares declared and distributed by the Company in respect of any Share (including nil paid rights, bonus warrants, non-cash and non-scrip distributions) held upon the Trust not sold by the Trustee in accordance with the terms of the Scheme and remain valid under the terms and conditions attached thereto;
<b><i>Remuneration Committee</i></b>	means the remuneration committee of the Company;
<b><i>Related Income</i></b>	means all income derived from any Share (including, but not limited to, dividends and other cash distributions, any bonus Shares and scrip Shares received in respect of the Share) held upon the Trust. For the avoidance of doubt, nil paid rights, bonus warrants, non-cash and non-scrip distributions are excluded;
<b><i>Residual Cash</i></b>	means cash remaining in the Trust Fund and sale proceeds (including the cash proceeds of sale of non-cash and non-scrip distributions declared and distributed by the Company in respect of any Shares held upon the Trust), other than Related Income;

<b><i>Returned Shares</i></b>	means such Restricted Shares and Related Income relating thereto which are forfeited in accordance with the terms of the Scheme (whether as a result of a Total Lapse or otherwise), the Related Distributions of such Restricted Shares, or such Shares being deemed to be Returned Shares in accordance with the terms of the Scheme and the cash distribution and dividends declared and distributed by the Company in respect of the Returned Shares;
<b><i>Restricted Share(s)</i></b>	means any Share that may be offered by the Company to any Selected Participant pursuant to the Scheme;
<b><i>Scheme</i></b>	means this share award scheme, as the same may be amended, supplemented or otherwise modified from time to time;
<b><i>Scheme Limit</i></b>	shall have the meaning as defined in Rule 8.1;
<b><i>Selected Participant(s)</i></b>	means any Eligible Participant(s) who shall receive offer(s) of Restricted Shares as designated by the Board in accordance with Rule 6;
<b><i>SFO</i></b>	the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
<b><i>Shares</i></b>	means shares of US\$0.000025 each in the share capital of the Company (or of such other nominal amount as may result from a sub-division, consolidation, reclassification or reconstruction of such share capital from time to time) that are listed on the Stock Exchange;
<b><i>Stock Exchange</i></b>	means The Stock Exchange of Hong Kong Limited;
<b><i>subsidiary</i></b>	means a company which is for the time being and from time to time a subsidiary (within the meaning ascribed to it under the Companies Ordinance of Hong Kong (Chapter 622 of the Laws of Hong Kong)) of the Company whether incorporated in Hong Kong or elsewhere;
<b><i>Total Lapse</i></b>	shall have the meaning as defined in Rule 10.2;
<b><i>Trust</i></b>	means the trusts constituted by the Trust Deed;
<b><i>Trust Deed</i></b>	means the trust deed to be entered into between the Company and the Trustee (as restated, supplemented and amended from time to time);

***Trust Fund***

means:

- (a) any Shares acquired by the Trustee for the purpose of the Trust out of cash paid to the Trustee by way of settlement or otherwise contributed by the Company by way of allotment of new shares;
- (b) all Residual Cash, Related Income and Related Distributions of, and such other scrip income (including but not limited to bonus Shares and scrip dividends declared by the Company) derived from, the Shares held by the Trust; and
- (c) all other properties from time to time representing (a) and (b) above;

***Trustee***

means the trustee or trustees for the time being of the trusts declared in the Trust Deed;

***Vesting Date***

shall have the meaning as defined in Rule 6.2(c); and

***%***

means per cent.

**2. EFFECTIVE DATE**

The Scheme shall take effect upon the Effective Date, on or before which date the Trustee shall be appointed pursuant to the terms of the Trust Deed.

**3. PURPOSES OF THE SCHEME**

3.1 The purposes of the Scheme are:

- (a) to recognize the contributions of the Selected Participants;
- (b) to encourage, motivate and retain the Selected Participants, whose contributions are beneficial to the continual operation, development and long-term growth of the Group; and
- (c) to provide additional incentive for the Selected Participants to achieve performance goals, with a view to achieving the objectives of increasing the value of the Group and aligning the interests of the Selected Participants to the shareholders of the Company through ownership of Shares.

These rules set out the terms and conditions upon which the incentive arrangement for the Selected Participants shall operate.

**4. TRUSTEE**

4.1 In order to facilitate the implementation of the Scheme, the Trust Deed to be entered into between the Company and the Trustee, pursuant to which the Trustee shall hold and deal with the Trust Fund, if any.

- 4.2 The powers of the Trustee shall be limited as set forth in the Trust Deed.
- 4.3 The Scheme shall be subject to the administration of the Board and the Trustee in accordance with the terms of the Scheme and the Trust Deed. Unless otherwise specified herein, the decision of the Board and the Trustee regarding the administration and operation of the Scheme shall be final and binding on all parties.

## 5. DETERMINATION OF SELECTED PARTICIPANTS

Subject to Rule 7, the Board may, at its sole discretion, determine which Eligible Participant(s) shall be entitled to receive grants of Restricted Shares under the Scheme, together with the number of Shares to which each Selected Participant shall be entitled, and make the relevant grant of Restricted Shares to the Selected Participant under the Scheme subject to such conditions as the Board may deem appropriate at its discretion.

For the purpose of determining the share price of each Restricted Share, it shall be the average closing price of the Company's Shares as stated in the Stock Exchange's daily quotations sheets for the five business days immediately preceding the date of granting the Award.

## 6. GRANT AND ACKNOWLEDGEMENT OF RESTRICTED SHARES UNDER THE SCHEME

6.1 The Company will notify each relevant Selected Participant of his/her entitlement to the Restricted Shares by way of a notice in substantially the form set out in **Schedule 1** (each, a *Notice of Award*).

6.2 Upon the receipt by the Company, by no later than 30 days after the delivery of the relevant Notice of Award, of a duly completed acknowledgement form in substantially the same form as set out in **Schedule 2** (each, an *Acknowledgement Form*), together with provision of the documents (if any) as may be stipulated in that Notice of Award, from a Selected Participant, pursuant to which the Selected Participant agrees to the terms and conditions of that Notice of Award and the Scheme, the Company will inform the Trustee in writing of the following:

- (a) the name, address, and passport/identity card number (or the number of such other personal identity document), together with a copy of the relevant personal identity document, of the Selected Participant and whether the Selected Participant is a connected person of the Company;
- (b) the number and tranches of the Restricted Shares to be granted to the Selected Participant;
- (c) the vesting scale and date(s) (each, a *Vesting Date*) of each tranche of the Restricted Shares to be granted to the Selected Participant; and
- (d) other conditions of the grant of the Restricted Shares as may be imposed by the Board (if any), provided such terms shall not be inconsistent with any other terms and conditions of the Scheme.

6.3 The Restricted Shares shall be satisfied by (i) existing Shares to be acquired by the Trustee on the market, and/or or (ii) new Shares to be allotted and issued to the

Trustee by the Company under the general or specific mandate sought from the shareholders of the Company in its general meeting, in both case the costs of which will be borne by the Company, subject to Rule 14 below.

6.4 The Company shall cause sufficient funds to be made available to the Trustee for the proper administration and operation of the Scheme in accordance with the terms hereof and the Trustee shall, subject to the foregoing and Rule 9, upon receipt of written instruction from the Company, purchase Shares in the open market at the prevailing market price reasonably obtainable by it, or at a price within the price range specified by the Company, and deposit the same into CCASS for credit to the CCASS participant account of, or designated by, the Trustee. In the case of new Shares to be allotted and issued to the Trustee by the Company, the Company shall cause sufficient new Shares to be made available to the Trustee for the proper administration and operation of the Scheme in accordance with the terms hereof.

6.5 The Trustee shall hold all Shares acquired by it under Rule 6.3 for the benefit of the Selected Participants and deal with such Shares pursuant to the terms of the Scheme.

6.6 If the Company does not receive a properly completed Acknowledgement Form from any Selected Participant together with the relevant payment and provision of documents as may be stipulated in the related Notice of Award within 30 days after the delivery of that Notice of Award to such Selected Participant, the grant of Restricted Shares to such Selected Participant shall be deemed to have lapsed.

6.7 No grant of Restricted Shares shall be made to any Selected Participant under the Scheme where any director of the Company and/or such Selected Participant is in possession of unpublished inside information in relation to the Company or any of its subsidiaries or where dealings in Shares have been suspended or dealings in Shares by any director of the Company are prohibited under any code or requirement of the Listing Rules or any applicable legal or regulatory requirement from time to time or where such grant of the Restricted Shares would result in a breach of the Scheme Limit (as defined below).

6.8 No grant of Restricted Shares or allotment of new Shares at any time during the period commencing one month immediately before the earlier of:

- (a) the date of the board meeting (as such date is first notified to the Exchange under the Listing Rules) for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
- (b) 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.

## **7. GRANT OF AWARD**

7.1 The Board shall, at its sole discretion, select from among the Eligible Participants those persons who will be entitled to receive Restricted Shares under the Scheme, determine the number of the Restricted Shares that each Selected Participant will be entitled to be granted and inform the Board.

7.2 The selection of the Selected Participants and determination of the number of the Restricted Shares to which each Selected Participant will be entitled will be made pursuant to a resolution of the Board.

7.3 Any proposed grant of the Restricted Shares under the Scheme to any connected person in relation to the Company or any of its subsidiaries must be approved by the independent non-executive directors of the Company (except where such connected person is an independent non-executive director of the Company, in which case such director shall abstain from such approval process) and in accordance with the requirements under the Listing Rules.

7.4 If any connected person in relation to the Company or any of its subsidiaries or his/her associates is required to abstain from voting on a proposed grant under Rule 7.3, the shareholders of the Company must vote on the proposed grant by way of poll.

7.5 Any proposed grant of the Restricted Shares under the Scheme (including but not limited to any connected person, if applicable) is to be satisfied by new Shares to be allotted and issued to the Trustee by the Company or existing Shares to be purchased on market by the Trustee, as directed by the Company from time to time. Such proposed grant of the Restricted Shares shall be subject to compliance with the applicable requirements of the Listing Rules, including prior approval of the independent non-executive directors (excluding the independent non-executive director of the Company who is the Selected Participant of the Restricted Shares in question) and approval of independent shareholders' approval requirements.

## **8. MAXIMUM NUMBER OF SHARE GRANTS**

8.1 The total number of the Restricted Shares, whether they are new Shares to be allotted and issued by the Company or existing Shares to be purchased on the market by the Trustee, underlying all grants made pursuant to the Scheme shall not exceed in total three per cent. (3%) of the Company's issued share capital as at the Adoption Date (the "***Scheme Limit***").

8.2 Subject to Rule 9.2, the Scheme Limit may be refreshed from time to time subject to obtaining of prior approval from the Board (the "***New Approval***") but in any event the aggregate number of the Restricted Shares administered under the Scheme shall not exceed three per cent (3%) of the issued share capital of the Company as at the date of the New Approval.

8.3 The Scheme Limit is subject to the adjustment in the event of consolidation or subdivision of Shares.

8.4 No account shall be taken into the calculation of the Scheme Limit of any Shares where the right to acquire such Shares has been released, lapsed or vested in accordance with the relevant provisions herein.

## **9. ISSUE OF SHARES TO THE TRUSTEE AND RESTRICTIONS ON PURCHASES BY TRUSTEE**

9.1 Subject to Rule 9.5, the Company shall, for the purposes of satisfying the grant of an Award, issue and allot Shares to the Trustee and/or transfer to the Trust the necessary funds and instruct the Trustee to acquire Shares on the market at the prevailing market price or at price within a specified price range. Subject to Rule 18, the Company shall instruct the Trustee whether or not to apply any Returned Shares to

satisfy any grant of Award made, and if the Returned Shares, as specified by the Company, are not sufficient to satisfy the Award granted, the Company shall, subject to Rule 9.3, for purposes of satisfying the Award 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 on the market at the prevailing market price or at price within a specified price range.

9.2 Where the Trustee has received instructions from the Company to acquire Shares on the market, the Trustee shall acquire such number of Shares as instructed by the Company on the market at the prevailing market price or at price within a specified price range as soon as reasonably practicable after receiving the necessary funds from the Company.

9.3 For the avoidance of doubt, the Company shall not issue or allot Shares in excess of the number allowed pursuant to the general or specific mandate approved by the shareholders of the Company from time to time or otherwise in breach of the provisions of this Scheme.

9.4 The Trustee shall only be obliged to transfer the Restricted Shares to the Selected Participant on vesting to the extent that the Restricted Shares are comprised in the Trust.

9.5 The Company shall comply with the applicable Listing Rules when issuing new Shares and application will be made to the Stock Exchange for granting of the listing of, and permission to deal in, the new Restricted Shares to be issued. The Company shall not issue or allot Shares, nor instruct the Trustee to acquire Shares on the market at the prevailing market price or at price within a specified price range, where such action (as applicable) is prohibited under the Listing Rules, the SFO or other applicable laws from time to time or where such action (as applicable) would render the Company the subject of a mandatory offer under the Codes on Takeovers and Mergers from time to time. Where such a prohibition causes the prescribed timing imposed by the rules of the Scheme or the Trust Deed to be missed, such prescribed timing shall be treated as extended until as soon as reasonably practicable after the first Business Day on which the prohibition no longer prevents the relevant action.

9.6 The Trustee shall not purchase Shares from the market under the Scheme during the period in which no grant of Award Shares under the Scheme may be made pursuant to Rule 6.7.

## **10. VESTING OF RESTRICTED SHARES**

10.1 Vesting shall only occur upon satisfaction (or where applicable, waiver by the Board) of the conditions set forth in the Notice of Award issued to the Selected Participants, unless otherwise permitted under Rule 10.3 and Rule 17.3.

10.2 For the purposes of vesting of the Award, the Board may either:

- (A) direct and procure the Trustee to release from the Trust the Restricted Shares to the Selected Participants by transferring the number of Restricted Shares to the Selected Participants in such manner as determined by the Board from time to time; or
- (B) to the extent that, at the determination of the Board or its delegate(s), it is not practicable for the Selected Participants to receive the Restricted Shares in



Shares solely due to legal or regulatory restrictions with respect to the Selected Participant's ability to receive the Restricted Shares in Shares or the Trustee's ability to give effect to any such transfer to the Selected Participant, the Board or its delegate(s) will direct and procure the Trustee to sell, on the market at the prevailing market price or at price within a specified price range, the number of Restricted Shares so vested in respect of the Selected Participant and pay the Selected Participant the proceeds in cash arising from such sale based on the Actual Selling Price of such Restricted Shares.

Notwithstanding the provisions of Rule 10.2, in the event that (i) the Selected Participant ceases to be an Eligible Participant (otherwise than by reason of redundancy or by unilateral termination of employment by the Company without cause); (ii) the Selected Participant has been summarily dismissed by the Company; (iii) the Selected Participant has been convicted for any criminal offence involving his integrity or honesty; (iv) the Selected Participant has been charged, convicted or held liable for any offence under the relevant securities laws in the PRC, Hong Kong or any other applicable laws or regulations in force from time to time; (v) the Selected Participant has committed any material breach of any contract entered into between the Selected Participant on the one hand and any member of the Group on the other hand; (vi) the Selected Participant has become bankrupt or unable to pay his or her debts, or is subject to any bankruptcy or analogous proceedings or has made any arrangement or composition with his or her creditors generally; (vii) the Selected Participant is deceased or becomes mentally incapacitated; (viii) an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company); or (ix) the Selected Participant retires by agreement with the Company at any time prior to or on the Vesting Date (each of the above, an event of the "**Total Lapse**"), save as determined otherwise by the Board at its sole discretion, the Selected Participant shall cease immediately to be entitled to all his/her rights and benefits to the Restricted Shares outstanding and unvested.

10.3 For the avoidance of any doubt, in the event of the death or incapacitation of a Selected Participant, the Trustee shall hold the Restricted Shares vested before the death or incapacitation of such Selected Participant and the Related Income relating thereto accrued after vesting (hereinafter referred to as the "**Benefits**") on trust and will transfer the same to the legal personal representatives of the Selected Participant and subject as aforesaid and without prejudice to all applicable regulations, ordinances or statutes, the Trustee shall hold the Benefits or so much thereof as shall not be transferred or applied under the foregoing powers within (i) two years of the death of the Selected Participant (or such longer period as the Trustee and the Board shall agree in writing from time to time) or (ii) the trust period as defined in the Trust Deed (whichever is shorter) whereupon, or if the Benefits would otherwise become *bona vacantia*, the Benefits shall be forfeited and cease to be transferable and such Benefits shall be deemed and held as Returned Shares for the purposes of the Scheme.

## 11. VOTING RIGHTS

11.1 Neither the Selected Participant nor the Trustee may exercise any of the voting rights in respect of any Restricted Shares that have not yet vested.

11.2 Upon the Restricted Shares being vested and transferred in the relevant Selected Participant, each Selected Participant shall be entitled to exercise all voting rights in respect of such Restricted Shares.

**12. RIGHTS PERSONAL; NO TRANSFERS**

12.1 Any Award granted under the Scheme are personal to such Selected Participant and cannot be assigned or transferred, except the prior written approval of the Board.

12.2 Any attempt by each Selected Participant to sell, transfer, charge, mortgage, grant, encumber or create any interest in favour of any third party over the Restricted Shares outstanding and unvested to which he/she is entitled shall be null and void, except in accordance with the Scheme.

**13. DECISIONS ARE FINAL**

13.1 All decisions and determinations of the Company, the Board and/or the person(s) to which the Board delegated its authority, as the case may be, made under the Scheme will be final and conclusive and binding on the Selected Participant.

13.2 The Board has the power to administer the Scheme, including the power to interpret the rules of the Scheme and the terms of the Award granted under the Scheme. The Board may delegate the authority to administer the Scheme to a committee of the Board or other person(s) as deemed appropriate at the sole discretion of the Board. The Board or its delegate(s) may also appoint one or more independent third party contractors to assist in the administration of the Scheme as they may think fit.

**14. COSTS**

14.1 The Trustee will be entitled to be reimbursed by the Company, subject to the Company's prior written approval, for all administrative, professional and other costs, fees and expenses reasonably and properly incurred in relation to the administration and operation of the Scheme (including, without limitation, holding of and dealing with the Restricted Shares under the Scheme).

**15. GENERAL**

15.1 The rights and obligations of a Selected Participant under the terms and conditions of office or employment or services engagement with the Company or otherwise will not be affected by his/her participation in the Scheme.

15.2 A Selected Participant will be responsible for obtaining, or complying with any requirements to be fulfilled in order to obviate the necessity to obtain, any governmental or other official consent that may be required by any country or jurisdiction in order to participate in the Scheme. The Company and the Trustee, or any of them, will not be responsible whatsoever for any failure by a Selected Participant to obtain any such consent or for any tax or other liability to which a Selected Participant may become subject as a result of his/her participation in the Scheme.

15.3 Any notice or other document required to be given hereunder to any Selected Participant will be delivered to it by hand or by electronic means or sent by post to it at his/her address according to the records of the Company or the Trustee, as the case

may be, from time to time. Any notice or other document to be given to the Company and/or the Trustee must be delivered by hand or by electronic means or sent by post to their respective address as set out (in the case of the Company) in the Acknowledgement Form and (in the case of the Trustee) in the Notice of Award, or such other address as may be notified by the Company and/or the Trustee to any Selected Participant in writing from time to time.

15.4 Any notice or other communication served by post:

- (a) by the Company or the Trustee shall be deemed to have been served 48 hours after the same was posted; and
- (b) by the Selected Participant shall not be deemed to have been received until the same shall have been received by the Company or, as the case may be, the Trustee.

15.5 Any participation in the Scheme is voluntary.

15.6 The Restricted Shares will form part of the remuneration of the Selected Participants.

## **16. CONFIDENTIALITY; DATA PRIVACY**

16.1 All information pertaining to the grant of Restricted Shares to Selected Participants must be kept confidential by the Selected Participants. Selected Participants must not make any copies of the Scheme documents or show any such documents to any other person (other than such Selected Participant's legal, tax or investment advisor) without written authorisation from the Company.

16.2 The Company and the Trustee may hold certain personal information about the Selected Participants, including, but not limited to, name, home address and telephone number, date of birth, identity card number, passport number, salary, nationality, job title, any Shares of stock or directorships held in the Company, details of documentation relating to the Restricted Shares, for the purposes of implementing, administering and managing the Scheme (together, **Data**). As a condition of the grant of the Restricted Shares, Selected Participant must consent to the collection, use, retention and transfer of personal Data.

16.3 The Trustee and the Company may transfer Data amongst themselves for the purposes of implementing, administering and managing the Scheme and as may be necessary to comply with any relevant securities, tax, stock exchange or other law or requirement, and the Trustee and the Company may each further transfer Data to any third parties assisting the Company and/or the Trustee in the implementation, administration and management of the Scheme and who have a duty of confidentiality to the Company or the Trustee. These recipients may be located in mainland China, Hong Kong or overseas. By participating in the Scheme, the Selected Participants authorise such parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Scheme.

## **17. TERM**

17.1 The Scheme shall commence on the Effective Date and terminate upon the expiry of the period of ten (10) years from such date (the "**Scheme Period**"), unless

terminated earlier by a resolution of the Board. Any termination shall be without prejudice to any subsisting rights of any Selected Participant.

17.2 Upon termination (whether due to early termination or upon expiry of the Scheme Period) of the Scheme, no further Restricted Shares shall be granted. The Company shall notify the Trustee of such termination in writing forthwith. For the avoidance of doubt, only upon the expiry of the Scheme Period, any outstanding but unvested Restricted Shares shall lapse and become Returned Shares.

17.3 The Board may, at its sole discretion, decide to extend the Scheme Period with such modifications or amendments to any of the terms herein as the Board thinks fit.

17.4 On the Business Day following the settlement, lapse, forfeiture or cancellation (as the case may be) of the last outstanding Award made or can be made under the Scheme (whichever is later), the Trustee shall sell all Returned Shares and non-cash income remaining in the Trust, if any, and remit the proceeds of sale of the same together with any Residual Cash accrued in the Trust, after making appropriate deductions in respect of all disposal costs, expenses and other existing and future liabilities in accordance with the Trust Deed, to the Company forthwith after the sale.

17.5 For the avoidance of doubt, the Trustee may not in any event transfer any Shares to the Company upon termination of the Scheme.

#### **18. TAKEOVER, RIGHTS ISSUE, OPEN OFFER, SCRIP DIVIDEND, SCHEME, ETC.**

18.1 If there occurs an event of change in control of the Company, whether by way of offer, merger, scheme of arrangement or otherwise, all the outstanding Restricted Shares shall immediately vest in the respective Selected Participant on the date when such change of control event becomes or is declared unconditional and such date shall be deemed to be the Vesting Date. For the purpose of this Rule 18.1, “control” shall have the meaning as specified in the Codes on Takeovers and Mergers from time to time.

18.2 In the event the Company undertakes an open offer of new securities in respect of any Shares which are held by the Trustee under the Scheme, The Trustee shall not subscribe for any new securities. In the event of a rights issue, the Trustee shall use reasonable effort to sell such amount of the nil-paid rights allotted to it as is appropriate in the open market (if any) at the then prevailing market price and the proceeds of sale of such rights (net of all related transaction costs, fees, duty and expenses reasonably incurred by the Trustee) shall be deemed as Residual Cash.

18.3 In the event the Company issues bonus warrants in respect of any Shares which are held by the Trustee, the Trustee shall not subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants and shall use reasonable effort to sell the bonus warrants created and granted to it in the open market (if any) at the then prevailing market price, the proceeds of sale of such bonus warrants (net of all related transaction costs, fees, duty and expenses reasonably incurred by the Trustee) shall be deemed as Residual Cash.

18.4 In the event the Company undertakes a scrip dividend scheme, the Trustee shall elect to receive scrip Shares and such Shares will be held as Returned Shares.

18.5 In the event the Company undertakes a sub-division or consolidation of the Shares, corresponding changes will be made to the number of outstanding Restricted Shares that have been granted provided that the adjustments shall be made in such manner as the Board or its delegate(s) determines to be fair and reasonable in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Scheme for the Selected Participants.

18.6 In the event the Company undertakes a consolidation of the Shares, all fractional share arising out of such consolidation in respect of all Restricted Shares and Related Income relating thereto of a Selected Participant shall be deemed as Returned Shares for the purposes of the Scheme and shall not be transferred to in the relevant Selected Participant at any time.

18.7 In the event of other non-cash and non-scrip distributions made by the Company in respect of any Restricted Shares comprised in the Trust Fund held upon the Trust, the Trustee shall use reasonable effort to dispose of such distribution and the net sale proceeds thereof shall be deemed as Residual Cash.

**19. GOVERNING LAW; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS**

The Scheme, including any Notice of Award and Acknowledgment Form, will be governed by and construed in accordance with the laws of Hong Kong and, by accepting participation in the Scheme by delivery to the Company of a duly completed Acknowledgment Form, the Selected Participant agrees that the courts of Hong Kong will have exclusive jurisdiction to settle any dispute, difference, controversy or claim which may arise out of or in connection with the creation, validity, effect, interpretation or performance of, or the legal relationship created by, the Scheme and for such purposes irrevocably submits to the jurisdiction of the Hong Kong courts.

**20. ALTERATION OF THE SCHEME**

The Scheme may be altered or varied in any respect by a resolution of the Board, provided that any alteration or variation which will materially and adversely affect the subsisting rights of a Selected Participant (present or future) shall be approved by an ordinary resolution at a meeting of the shareholders of the Company.

**21. MISCELLANEOUS**

21.1 The Scheme shall not form part of any contract of employment or engagement of services between the Company or any of its subsidiaries and any Selected Participant and the rights and obligations of the Selected Participant under the terms of his/her office, employment or engagement shall not be affected by his/her participation in the Scheme or any right which he may have to participate in it and the Scheme and shall afford such Selected Participant no additional rights to compensation or damages in consequence of the termination of such office or employment or engagement of services for any reason.

21.2 The Scheme shall not confer on any person any legal or equitable rights against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company.

21.3 For the avoidance of doubt:

- (a) a Selected Participant shall have no rights in any of the Related Income, the Residual Cash or the Returned Shares or any Related Income of the Returned Shares, all of which shall be retained by the Trustee for the benefit of the Scheme;
- (b) a Selected Participant shall have no rights in any balance fractional share of the Related Income of any Award Share and any fractional Share arising out of consolidation of Shares (such fractions shall be deemed as Returned Shares for the purposes of the Scheme); and
- (c) in the case of the death of a Selected Participant, the Benefits shall be forfeited if no transfer of the Benefits to the legal personal representatives of the Selected Participants is made within the period prescribed in Rule 10.3. The legal personal representatives of the Selected Participant shall have no claims against the Company or the Trustee.

21.4 The Board shall have the power from time to time to make or vary regulations for the administration and operation of the Scheme.

## SCHEDULE 1

### FORM OF NOTICE OF AWARD

WUXI BIOLOGICS (CAYMAN) INC.

(the “Company”)

Date: [●]

To: [●]

Dear Sirs,

Notification of grant of Restricted Shares pursuant to the share award scheme adopted on January 15, 2018 (the “Restricted Share Award Scheme”)

Unless otherwise stated, capitalized terms used herein shall have the same meanings as defined in the Share Award Scheme.

We are pleased to inform you that you have been selected by the Board as a Selected Participant and Restricted Shares will be granted to you as follows pursuant to the Restricted Share Award Scheme, with a vesting period of [●] years (which may be altered by the Board at its sole discretion) as follows:

Vesting Date	Number of Restricted Shares	Percentage of total number of Shares in issue
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]
Total:	[●]	[●]

Without prejudice to the terms and conditions of the Restricted Share Award Scheme, the vesting of the Restricted Shares shall be subject to the following vesting criteria:

[●]

For the avoidance of doubts, you do not have any legal and beneficial interest in the Restricted Shares, nor do you have any rights to any cash or non-cash income accrued thereto, unless and until such Restricted Shares are actually transferred to you.

In accordance with the Restricted Share Award Scheme, please sign and return the acceptance letter within 30 days from the date hereof to the Board. If the Board does not receive the acceptance letter within the above-said period, the above grant of Restricted Shares shall be deemed to have lapsed and shall have no effect immediately.

If you accept the Restricted Shares, a vesting notification will be sent to you no later than [●] days before each Vesting Date.

You may get a copy of the Restricted Share Award Scheme from the Board in order to get more information about the terms and conditions of the Restricted Share Award Scheme.

Yours faithfully,

WuXi Biologics (Cayman) Inc.

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Name:

Title:



## **SCHEDULE 2**

### **ACKNOWLEDGEMENT FORM**

Board of Directors

WuXi Biologics (Cayman) Inc.

Date: [●]

Dear Sirs,

Share Award Scheme adopted on January 15, 2018 (the “Restricted Share Award Scheme”)

I hereby unconditionally and irrevocably confirm the acceptance of the \_\_\_\_\_  
Restricted Shares proposed to be granted to me by the Company upon the terms and  
conditions of the Restricted Share Award Scheme, as well as the Notice of Award issued to  
me on [date].

Yours faithfully,

\_\_\_\_\_

[Name]

Selected Participant

## CONTENTS

SECTION	PAGE
1. DEFINITIONS.....	1
2. EFFECTIVE DATE.....	4
3. PURPOSE OF THE SCHEME.....	4
4. TRUSTEE.....	4
5. DETERMINATION OF SELECTED PARTICIPANTS .....	5
6. GRANT AND ACKNOWLEDGEMENT OF RESTRICTED SHARES UNDER THE SCHEME .....	5
7. VETTING OF GRANTS BY THE BOARD; AND GRANTS TO CONNECTED PERSONS.....	6
8. MAXIMUM NUMBER OF SHARE GRANTS.....	7
9. ISSUE OF SHARES TO THE TRUSTEE AND RESTRICTIONS ON PURCHASE BY TRUSTEE .....	7
10. VESTING OF RESTRICTED SHARES.....	8
11. VOTING RIGHTS.....	9
12. RIGHTS PERSONAL; NO TRANSFERS .....	10
13. DECISIONS ARE FINAL .....	10
14. COSTS .....	10
15. GENERAL .....	10
16. CONFIDENTIALITY; DATA PRIVACY .....	11
17. EFFECTIVENESS AND TERM.....	11
18. TAKEOVER, RIGHTS ISSUE, OPEN OFFER, SCRIP DIVIDEND, SCHEME, ETC.....	12
19. GOVERNING LAW; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS .....	13
20. ALTERATION OF THE SCHEME .....	13
21. MISCELLANEOUS .....	13
SCHEDULE 1 FORM OF NOTICE OF AWARD	
SCHEDULE 2 ACKNOWLEDGEMENT FORM	

**WUXI BIOLOGICS (CAYMAN) INC.**

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**RESTRICTED SHARE AWARD SCHEME**

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