

FIRST SHANGHAI INVESTMENTS LIMITED

第一上海投資有限公司

(Incorporated in Hong Kong with limited liability)

2024 SHARE OPTION SCHEME

Adopted by Resolutions of the Shareholders of the Company passed on 24 May 2024

CONTENTS

CLAUSE	PAGE
1. DEFINITIONS.....	1
2. PURPOSE, DURATION AND ADMINISTRATION.....	4
3. ELIGIBILITY OF THE ELIGIBLE PARTICIPANTS.....	5
4. ACCEPTANCE OF OPTIONS GRANTED	5
5. GRANT OF OPTIONS TO CONNECTED PERSONS	6
6. RESTRICTION ON THE TIME OF GRANT OF OPTIONS	7
7. SUBSCRIPTION PRICE OF OPTIONS.....	7
8. EXERCISE OF OPTIONS.....	8
9. RIGHTS OF EXERCISE OF OPTIONS	9
10. LAPSE OF OPTIONS.....	12
11. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION.....	13
12. ADJUSTMENTS.....	15
13. ALTERATION OF THIS SCHEME.....	15
14. TERMINATION OF THIS SCHEME.....	16
15. CANCELLATION OF OPTIONS GRANTED.....	16
16. GOVERNING LAW.....	16
17. DISPUTES.....	17
18. MISCELLANEOUS.....	17

1. DEFINITIONS

1.1 In these Rules, except where the context otherwise requires, the following words and expressions shall bear the following meanings:

“Adoption Date”	means 24 May 2024, the date on which this Scheme is conditionally adopted by the Company by resolutions of the Shareholders in general meeting;
“Articles”	means the amended articles of association of the Company adopted on 23 May 2014;
“Auditors”	means the auditors for the time being of the Company;
“awards”	means Shares granted or to be granted under any share award scheme of the Company;
“Board”	means the board of Directors;
“Business Day”	means a day (other than Saturdays, Sundays, public holidays and days on which a tropical cyclone warning No.8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which banks in Hong Kong are open for general banking business;
“Companies Ordinance”	means the Companies Ordinance (Cap. 622) of the Laws of Hong Kong (as may be amended from time to time);
“Company”	means First Shanghai Investments Limited (第一上海投資有限公司), a company incorporated under the laws of Hong Kong and whose Shares are listed and traded on the Main Board of the Stock Exchange (Stock Code: 227);
“Directors”	means the directors of the Company;
“Eligible Participants”	means the directors and employees of the Company or any of its subsidiaries (including persons who are granted Options under this Scheme as an inducement to enter into employment contracts with the Company);
“Grantee”	means any Eligible Participant who accepts an Offer made in accordance with the terms of this

	Scheme or (where the context so permits) any person entitled to exercise any such Option in consequence of the death of the original Grantee;
“Group”	means the Company and its subsidiaries from time to time;
“HK\$”	means Hong Kong Dollars, the lawful currency of Hong Kong;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Listing Rules”	means The Rules Governing the Listing of Securities on the Stock Exchange;
“Main Board”	means the main board of the Stock Exchange;
“Model Code”	means the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules (as amended from time to time);
“Offer”	means an offer for the grant of such Option made in accordance with the terms of this Scheme;
“Offer Letter”	means the letter for any grant of such Option in writing (or in such form as the Board may from time to time determine), made by the Company to an Eligible Participant;
“Offer Period”	has the meaning ascribed to it in Clause 4.1;
“Option”	means an option to subscribe for Shares granted or to be granted under this Scheme;
“Option Period”	means in respect of any particular Option, a period to be determined and notified by the Board to the Grantee during which the Option may be exercised and, in any event, shall not be more than ten (10) years commencing from the date of grant of such Option and expiring on the last day of such ten (10) year period, subject to the provisions for early termination in accordance with the terms of this Scheme;
“Other Schemes”	means any other share option schemes (including any existing share options schemes)

	and share award schemes of the Company other than this Scheme;
“Relevant Event”	means any event including a capitalisation issue, rights issue, sub-division or consolidation of shares or reduction of share capital of the Company;
“Remuneration Committee”	means the remuneration committee of the Board;
“Scheme”	means this scheme in its present form or as from time to time amended in accordance with the provisions hereof;
“Scheme Mandate Limit”	has the meaning ascribed to it in Clause 11.1;
“Scheme Period”	means the period commencing on the Adoption Date and ending on the tenth (10) anniversary of the Adoption Date (both dates inclusive);
“SFO”	means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), amended or supplemented from time to time;
“Share”	means a fully paid share in the capital of the Company;
“Shareholders”	means the holders of Shares;
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited;
“Subscription Price”	means the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option and shall be stated in the Offer Letter for the grant of any Option;
“1% individual limit”	has the meaning ascribed to it in Clause 11.6; and
“%”	per cent.

1.2 In this Scheme save as where the context otherwise requires:

- (a) clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Scheme;
- (b) references herein to Clauses are to the clauses of this Scheme;

- (c) references to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute;
- (d) expressions in singular shall include the plural and vice versa;
- (e) expressions in any gender shall include every gender; and
- (f) references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organisations, associations, enterprises, branches and entities of any other kind.

2. PURPOSE, DURATION AND ADMINISTRATION

- 2.1 This Scheme is set up for the purpose of recruiting, retaining and motivating high calibre professionals such as employees and directors of the Group by providing incentives or rewards to Eligible Participants who contribute to promoting the interests of the business and operations of the Group.
- 2.2 The effectiveness of this Scheme is conditional upon:
 - (a) the passing of ordinary resolutions by the Shareholders at general meeting of the Company to (i) approve and adopt this Scheme; (ii) to authorise the Board to grant Options under this Scheme; and (iii) to authorise the Board to allot and issue Shares pursuant to the exercise of any Options to be granted pursuant to this Scheme; and
 - (b) the Listing Committee (as defined in the Listing Rules) of the Stock Exchange granting approval for the listing of, and the permission to deal in, any Shares on the Stock Exchange which may be issued by the Company in respect of the Options granted under this Scheme.
- 2.3 Subject to early termination of this Scheme, this Scheme shall be valid and effective for a period to be determined and notified by the Board to the Grantee during which the Option may be exercised and in any event shall not be more than ten (10) years commencing on the date on which the Offer in relation to the Option is deemed to have been accepted in accordance with the terms of this Scheme and expiring on the last day of such ten (10) year period.
- 2.4 Subject to early termination of this Scheme by the Company in general meeting or by the Board, this Scheme shall be valid and effective for the Scheme Period, after which no further Options will be granted under this Scheme which shall remain in full force and effect in all other respects to the extent necessary to give full effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of this Scheme. Options complying with the provisions of the Listing Rules which are granted during the Scheme Period and remain unexercised

immediately prior to the end of the Scheme Period shall continue to be exercisable in accordance with their terms of grant within the Option Period for which such Options are granted, notwithstanding the expiry of this Scheme.

- 2.5 This Scheme shall be subject to the administration of the Board and the Listing Rules (including the independent non-executive Directors) whose decision (save as otherwise provided herein) shall be final and binding on all parties. The Board (or such committee delegated by the Board from time to time) shall have the right (i) to interpret and construe the provisions of this Scheme; (ii) to determine the persons who will be granted Options under this Scheme, the vesting conditions and/or vesting periods and the number and Subscription Price of Options granted thereto; (iii) to make such appropriate and equitable adjustments to the terms of Options granted under this Scheme as it deems necessary; and (iv) to make such other decisions or determinations as it shall deem appropriate in the administration of this Scheme.
- 2.6 No member of the Board or committee of the Board shall be personally liable by reason of any contract or other instrument executed by such member or on his/her behalf in his/her capacity as a member of the Board or committee of the Board nor for any mistake of judgment made in good faith, and the Company shall indemnify 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 counsel fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with this Scheme unless arising out of such person's own fraud or bad faith.

3. ELIGIBILITY OF THE ELIGIBLE PARTICIPANTS

- 3.1 The eligibility of any Eligible Participants to the grant of any Options shall be determined by the Board from time to time, taking into account the experience of the Eligible Participants on the Group's businesses, the length of service of the Eligible Participants with the Group and the amount of support, effort and contributions the Eligible Participants has exerted and given towards the Group and the amount of potential support, effort and contribution the Eligible Participants is likely able to give or make towards the Group in the future.
- 3.2 For Eligible Participants, the Board will generally consider factors such as individual performance, work ethic, time commitment (full-time or part-time), responsibilities or employment conditions according to the prevailing market practice and industry standard, the length of engagement with the Group and the individual contributions or potential contributions to the Group in the future.
- 3.3 There are no performance targets that must be met before an Option can be exercised or a clawback mechanism to recover or withhold an Option to be granted. The Board may at their discretion, from time to time, impose such conditions on the exercise of an Option or prescribe such clawback mechanism where appropriate.

4. ACCEPTANCE OF OPTIONS GRANTED

- 4.1 An Offer shall be made to an Eligible Participant in an Offer Letter, requiring the

Eligible 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 Eligible Participant for a period as specified in the Offer Letter (the “**Offer Period**”) by which the Eligible Participant must accept the Offer or be deemed to have declined it. To the extent that the Offer is not accepted within the Offer Period in accordance with the terms of this Scheme and the Offer Letter, the Offer will be deemed not to have taken effect and will automatically lapse forthwith on the day following the last day of the Offer Period.

- 4.2 An Offer for the grant of an Option to an Eligible Participant shall be deemed to have been accepted and the Option to which the Offer relates shall be deemed to have been granted and to have taken effect when the Company receives the duplicate of the Offer Letter comprising acceptance of the Offer duly signed by the Grantee with the number of Shares in respect of which the Offer is accepted clearly stated therein, together with a remittance in favour of the Company of HK\$1.00 as consideration for the grant thereof. Such consideration shall not be refundable. Any Offer may be accepted in respect of all or less than the number of Shares in respect of which it is offered provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof. To the extent that an Offer is not accepted within the time stated in the Offer Letter for that purpose, it will be deemed to have been irrevocably declined and upon which, the Option with respect to the declined Offer will be lapsed and will not be utilised for the purpose of calculating the Scheme Mandate Limit.

5. GRANT OF OPTIONS TO CONNECTED PERSONS

- 5.1 The grant of any Options to a Director, chief executive or substantial shareholder of the Company (or any of their respective associates) under this Scheme, requires the approval of the independent non-executive Directors (excluding any independent non-executive Director who is a prospective Grantee of the Options).
- 5.2 Where an Option is to be granted to an independent non-executive Director (or any of their respective associates) or a substantial shareholder of the Company and the grant will result in the Shares issued and to be issued in respect of all Options and awards granted (excluding any Options and awards lapsed in accordance with the terms of this Scheme and Other Schemes) to such person in the twelve (12) month period up to and including the date of such grant in aggregate exceeding 0.1% (or such other percentage which may be specified by the Stock Exchange from time to time) of the total number of Shares in issue at the relevant time of grant and such grant shall not be valid unless:
- (a) a circular containing the details of the grant (including the number and terms of the Option to be granted to each Eligible Participant) has been despatched to the Shareholders in accordance with the relevant provisions of the Listing Rules including a recommendation from the independent non-executive Directors (excluding the independent non-executive Director who is the prospective Grantee of the Option) to the independent Shareholders as to voting); and
 - (b) the grant has been approved by the Shareholders in general meeting in

accordance with the relevant provisions of the Listing Rules, the relevant Grantee, his associates and all core connected persons shall abstain from voting (except that a connected person may vote against the resolution if his intention to do so has been stated in the circular required to be issued pursuant to the Listing Rules).

- 5.3 In the circumstance described in Clause 5.2 above, the Company must comply with the requirements under Rule 13.40, 13.41 and 13.42 of the Listing Rules.
- 5.4 Any change in the terms of an Option granted to a Eligible Participant who is a director, chief executive or substantial shareholder of the Company, or any of their respective associates, must be approved by Shareholders of the Company in the manner as set out in Clauses 5.2(a), 5.2(b) and 5.3 above, if the initial grant of the Options requires such approval (except where the changes take effect automatically under the existing terms of this Scheme).
- 5.5 The requirements set out in Clauses 5.1 to 5.4 above do not apply where the Eligible Participant is only a proposed Director or proposed chief executive of the Company.

6. RESTRICTION ON THE TIME OF GRANT OF OPTIONS

- 6.1 No Options shall be granted after any inside information (as defined in the SFO) has come to the knowledge of the Company until (and including) the trading day after the Company has announced the information in accordance with the Listing Rules and the SFO. In particular, no Options shall be granted during the period commencing one (1) month immediately preceding the earlier of:
- (a) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for approval of the results of the Company for any year, half-year or any other interim period (whether or not required under the Listing Rules); and
 - (b) the deadline for the Company to publish an announcement of its results for any year, half-year, or any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement (or any delay in the publishing of the results announcement or any other periods of time stipulated by the relevant sections of the Listing Rules from time to time in relation to any restriction on the time of grant of Options).

- 6.2 No Options shall be granted to a Director who is subject to the Model Code during the periods or times in which the Director is prohibited from dealing in the Shares pursuant to the Model Code, or any corresponding or securities dealing restrictions adopted by the Company.

7. SUBSCRIPTION PRICE OF OPTIONS

- 7.1 The Subscription Price in respect of any particular Option shall be such price as determined by the Board in its absolute discretion at the time of the grant of the

relevant Option (and shall be stated in the Offer Letter of the grant of Option to the relevant Eligible Participant) and shall be at least the higher of:

- (a) the closing price of the Shares as stated in the Stock Exchange's daily quotation sheet on the date of the grant of the Option, which must be a Business Day; and
- (b) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five (5) Business days immediately preceding the date of the grant of the Option,

provided that the Subscription Price shall be subject to adjustments in accordance with Clause 12 of this Scheme (no such adjustments may be made to the extent that a Share would be issued at less than its nominal value (if any)).

8. EXERCISE OF OPTIONS

8.1 An Option may be exercised in whole or in part by the Grantee (or his personal representative) other than where it is exercised to the full extent outstanding, shall be exercised in integral multiples of such number of Shares as shall represent one board lot for dealing in Shares on the Stock Exchange for the time being, by the Grantee, 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 for the Shares in respect of which the notice is given. Within twenty-one (21) days after receipt of the notice and the remittance and, where appropriate, receipt of the certificate of the Company's independent financial advisers or Auditors pursuant to Clause 12.1(b), the Company shall allot the relevant number of Shares to the Grantee (or such Grantee's legal personal representative) credited as fully paid and issue to the Grantee (or such Grantee's legal personal representative) share certificates in respect of the Shares so allotted.

8.2 The minimum vesting period of Options to be granted under this Scheme shall be twelve (12) months during which unvested Options shall not become vested and exercisable. Any shorter vesting period in respect of the Options granted to Eligible Participants must be approved by the Board and/or the Remuneration Committee (where the arrangements relate to the grant of Options to Directors and senior managers of the Company) at the Directors' discretion in any of the following circumstances:

- (a) grants of "make-whole" Options to new Eligible Participants to replace their respective options or awards they forfeited when leaving their previous employers;
- (b) grants to an Eligible Participant whose employment is terminated due to death or disability or event of force majeure;
- (c) grants of Options with performance-based vesting conditions in lieu of time-based vesting criteria (if any);
- (d) grants with a total vesting and holding period of more than twelve (12) months;

or

- (e) grants of Options that are made in batches during a year due to administrative or compliance reasons, which may be subject to any changes made to the applicable laws, regulations and rules in the jurisdictions in which the Eligible Participants and the Group are subject to and not connected with the performance of the relevant Eligible Participants, which include Options that should have been granted earlier if not for such administrative or compliance reasons but had to wait for subsequent batch, in which case the vesting date may be shortened to reflect the time from which the Options would have been granted.

- 8.3 The Shares to be allotted and issued upon the exercise of such Option will be subject to the Articles for the time being in force and will rank *pari passu* in all respects with the fully paid Shares in issue as from the day when the name of the Grantee is registered on the register of members of the Company and accordingly will entitle the holders to participate in all dividends or other distributions paid or made on or after the date when the name of the Grantee is registered on the register of members of the Company other than any dividend or other distribution previously declared or recommended or resolved to be paid or made with respect to a record date which shall be before the date when the name of the Grantee is registered on the register of members of the Company, provided always that when the date of exercise of the Option falls on a day upon which the register of members of the Company is closed then the exercise of the Option shall become effective on the first Business Day in Hong Kong on which the register of members of the Company is re-opened.
- 8.4 A Share allotted and issued upon the exercise of such Option shall not carry any voting rights until the completion of registration of the Grantee (or any other person) as the holder thereof.
- 8.5 All allotments and issues of Shares will be subject to any necessary consents under any relevant enactments or regulations for the time being in force in Hong Kong or elsewhere and it shall be the responsibility of the Grantee to comply with any requirements to be fulfilled to obtain or obviate the necessity for any such consent.
- 8.6 The Company shall use all reasonable endeavours to procure that Shares to be issued upon the exercise of an Option shall, upon the issue thereof (or as soon thereafter as reasonably practicable), become listed on those stock exchanges upon which Shares already in issue are listed.

9. RIGHTS OF EXERCISE OF OPTIONS

- 9.1 An Option granted under this Scheme must be personal to the Grantee. No Option may be transferred or assigned and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest in favour of any third party over or in relation to any Option or enter into any agreements to do so. The Stock Exchange may consider granting a waiver to allow a transfer to a vehicle (such as a trust or private company) for the benefit of the Eligible Participant and any family members of such Eligible Participant (e.g. for estate planning or tax planning purposes) that would continue to meet the purpose of this Scheme and comply with

the requirements of the Listing Rules. Such waiver may be granted by the Stock Exchange if the Company and the Grantee establishes appropriate measures to ensure that after the transfer, the Option granted would continue to be for the benefit of the Eligible Participant and any family members of such Eligible Participant. These may include, among others, measures to restrict further transfers of the Option or changes in the beneficiaries of the trust upon the grant of the waiver. Where such waiver is granted, the Stock Exchange shall require the Company to disclose the beneficiaries of the trust or the ultimate beneficial owners of the transferee vehicle.

9.2 Subject to the provisions in this Scheme, an Option may be exercised by the Grantee (or, as the case may be, such Grantee's legal representative) at any time during the Option Period provided that:

- (a) subject to Clause 10.1(e), where the Grantee ceases to be an Eligible Participant for any reason except for those stated in Clauses 9.2(b), 9.2(c) and 9.2(d), before exercising his/her Option in full, the Option (to the extent vested and not already exercised) held by such Grantee shall lapse on the date of cessation of employment or directorship and will not be exercisable unless the Board determines otherwise, in which event the Option shall be exercisable to the extent and within such period as the Board may determine. The date of such cessation shall be his last actual working day whether salary or director's fee is paid in lieu of notice or not;
- (b) in the event the Grantee ceases to be an Eligible Participant by reason of his death before exercising the Option in full (provided that none of the events which would be a ground for termination of the person's employment, directorship, office, appointment or engagement under Clause 10.1(e) arises prior to his death), the Grantee or the Grantee's personal representatives, may exercise the Option (to the extent vested and not already exercised) in whole or in part within a period of twelve (12) months from the date of death or the last day on which the Grantee was at work with the Group whether salary or director's fee is paid in lieu of notice or not or such longer period as the Board may determine;
- (c) in the event that the Grantee ceases to be an Eligible Participant by reason of his retirement as an employee or director of the Group (other than a director's retirement by rotation in accordance with the Articles or any other articles of the Group) in accordance with his contract of employment or contractual engagement or as prescribed under applicable law (all evidenced to the satisfaction of the Board), before exercising the Option in full, the Grantee may exercise the Option (to the extent vested and not already exercised) in whole or in part within a period of twenty-four (24) months from the date of cessation of employment or directorship which date shall be the last day on which the Grantee was at work with the Company, whether salary or director's fee is paid in lieu of notice or not, or such longer period as the Board may determine;
- (d) in respect of a Grantee who is a prospective employee of the Group being offered an Option as an inducement to enter into employment contracts with the Company, the date on which the Board shall at their absolute discretion

determine that the Grantee no longer has interests to join the Group as an employee or the termination date of the employment offer specified in the Offer to the Grantee (if any), the Option (to the extent vested and not already exercised) shall lapse and terminate at the end of the abovementioned period;

- (e) in the event a general offer by way of a takeover is made to all Shareholders (or such holders 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, the Company shall give written notice thereof to all Grantees and the Grantees may, exercise the Options to its full extent or to the extent specified in such notice;
- (f) in the event a general offer by way of a scheme of arrangement, is made to all the Shareholders and this Scheme has been approved by the necessary number of Shareholders at the requisite meetings, the Company shall give written notice thereof to all Grantees and the Grantees may, by delivering a notice in writing to the Company within seven (7) days of such Shareholders' approval, exercise the Options to its full extent or to the extent specified in such notice;
- (g) in the event a notice is given by the Company to its members to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind up the Company, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all Grantees (together with a notice of the existence of the provisions) and thereupon, each Grantee shall be entitled to exercise all or any of his Option at any time not later than seven (7) days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate exercise price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, issue and allot the relevant Shares to the Grantee credited as fully paid;
- (h) in the event of a compromise or arrangement, other than a scheme of arrangement contemplated in Clause 9.2(f), between the Company and its members or creditors being proposed in connection with a scheme for the reconstruction or amalgamation of the Company, the Company shall give written notice thereof to all Grantees on the same day as it gives notice of the meeting to its members or creditors to consider the a scheme or arrangement and the Grantee, may at any time thereafter, but before such time as shall be notified by the Company, exercise all or any of his Option, and the Company shall as soon as possible and in any event no later than the Business Day immediately prior to the date of the proposed meeting, allot, issue and register in the name of the Grantee such number of fully paid Shares which fall to be issued on exercise of such Option. In the event that the Grantees do not exercise all or any of his Option before the specified timing, and provided that the then market price of the Option is higher than the exercise price of the Option, the Board may in its sole discretion, sell the Option on behalf of the

Grantee, whereby the Grantee will be entitled to receive the cash equivalent from such sale (less any costs incurred by the Company (if any)). In the event that the market price of the Option is lower than the exercise price of the Option or the Board in its sole discretion decides not to sell the Option on the market, the Option will automatically lapse.

- 9.3 For the purpose of Clause 9.2(a), a Grantee shall not be regarded as ceasing to be an employee (including any executive Director), officer (including any non-executive Director), agent, consultant or representative of the Company or any subsidiary if he ceases to hold a position of employment, office, agency, consultancy or representation with the Company or any particular subsidiary but at the same time he takes up or holds a different position of employment, office, agency, consultancy or representation with the Company or another subsidiary, as the case may be.

10. LAPSE OF OPTIONS

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

- (a) the expiry of the Option Period (subject to the provisions of this Scheme);
- (b) the expiry of any periods referred to in Clauses 9.2(a), 9.2(b), 9.2 (c), 9.2(d) and 9.2(e) of this Scheme;
- (c) subject to the scheme of arrangement becoming effective, the expiry of the period referred to in Clause 9.2(f) of this Scheme;
- (d) subject to Clause 9.2(g), the date of the commencement of the Company's winding-up procedures;
- (e) the date on which the Grantee ceases to be an Eligible Participant by reason of termination of his employment with the Group on any one or more of the following grounds (i) that he has been guilty of persistent and serious misconduct; (ii) that he has become insolvent or has made any arrangements or composition with his creditors generally; or (iii) that 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 any member of the Group into disrepute), before exercising the Option in full, the Grantee's Option (to the extent vested and not already exercised) shall lapse automatically and will not in any event be exercisable on the date of cessation, or such longer period of time as the Board may determine;
- (f) subject to Clause 9.2(h), the date when the proposed compromise or arrangement becomes effective; or
- (g) the date on which the Grantee commits a breach as stipulated under Clause 9.1.

- 10.2 The Company shall owe no liability to a Grantee for the lapse of any such Option

under this Clause.

- 10.3 The Options lapsed in accordance with the terms of this Scheme will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

11. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION

- 11.1 The total number of Shares which may be issued in respect of all Options or awards to be granted under this Scheme and Other Schemes (excluding for this purpose Options and awards which have lapsed in accordance with the terms of this Scheme and Other Schemes) (the “**Scheme Mandate Limit**”), must not in aggregate exceed 10% (or such other percentage which may be specified by the Stock Exchange from time to time) of the total number of Shares in issue as at the Adoption Date or the relevant date of approval of the Scheme Mandate Limit.

- 11.2 The Scheme Mandate Limit may be refreshed by ordinary resolution of the Shareholders in general meeting every three (3) years from the date of the Shareholders’ approval for the last refreshment (or the Adoption Date), provided that:

- (a) the Scheme Mandate Limit so refreshed shall not exceed 10% (or such other percentage which may be specified by the Stock Exchange from time to time) of the total number of issued Shares as at the date of such Shareholders’ approval of the refreshment of the Scheme Mandate Limit;
- (b) for the purpose of calculating the Scheme Mandate Limit, Options or awards lapsed in accordance with the terms of this Scheme and Other Schemes will not be regarded as utilised; and
- (c) a circular regarding the proposed refreshment of the Scheme Mandate Limit has been dispatched to the Shareholders containing the number of Options that were already granted under the existing Scheme Mandate Limit and the accompanying reason for refreshment and any other information required under the Listing Rules.

- 11.3 Further to the requirements in Clause 11.2 above, any refreshment must be approved by Shareholders in a general meeting, provided that:

- (a) any controlling Shareholders and their associates (or if there are no controlling Shareholders, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting;
- (b) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules; and
- (c) the requirements under Clauses 11.3(a) and 11.3(b) above do not apply if the refreshment is made immediately after an issue of securities by the Company to its Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a

percentage of the relevant class of Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities, rounded to the nearest whole Share.

- 11.4 The Company may seek separate approval from the Shareholders in general meeting for granting Options which will result in the Scheme Mandate Limit being exceeded, provided that:
- (a) the grant is only to Eligible Participants identified by the Company before the approval is sought;
 - (b) a circular regarding the grant has been dispatched to the Shareholders containing the information required under the Listing Rules;
 - (c) the number and terms of Options to be granted to Eligible Participants must be fixed before Shareholders' approval; and
 - (d) the date of the Board meeting for proposing such grant of Options should be taken as the date of grant for the purpose of calculating the relevant Subscription Price.
- 11.5 In the event the Company conducts a share consolidation or subdivision after the Scheme Mandate Limit has been approved by Shareholders in general meeting, the maximum number of Shares that may be issued in respect of all Options and awards to be granted under this Scheme or Other Schemes under the Scheme Mandate Limit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share.
- 11.6 Where a grant of Option to an Eligible Participant would result in the Shares issued and to be issued in respect of all Options and awards granted to such Eligible Participant (excluding any Options or awards lapsed in accordance with the terms of this Scheme and Other Schemes) in the twelve (12) month period up to and including the date of such grant representing in aggregate over 1% of the relevant class of Shares of the Company in issue (the "**1% individual limit**"), such grant must be separately approved by Shareholders in general meeting with such Eligible Participant and his close associates (or associates if the Eligible Participant is a connected person) abstaining from voting.
- 11.7 In the circumstance described in Clause 11.6 above, the Company must send a circular to the Shareholders and must disclose, (i) the identity of the Eligible Participant, the number and terms of the Option to be granted (and those previously granted to such Eligible Participant in the twelve (12) month period); (ii) the purpose of granting the Option to the Eligible Participant; and (iii) an explanation as to how the terms of the Option to be granted serve such purpose. The number and terms of the Option to be granted to such Eligible Participant must be fixed before Shareholders' approval. In respect of any Options to be granted, the date of the Board meeting for proposing such further grant should be taken as the date of grant for the purpose of calculating the relevant Subscription Price.

12. ADJUSTMENTS

- 12.1 Upon the occurrence of any Relevant Event in which the Board considers an adjustment necessary, and upon receiving a statement in writing from the Auditors and the independent financial advisor of the Company that the proposed adjustments are fair and reasonable and is in accordance with the Listing Rules, such corresponding adjustments (if any) shall be made to:
- (a) the number or nominal amount of Shares subject to the Option so far exercised; and/or
 - (b) the Subscription Price per Share as the independent financial adviser of the Company for the time being or the Auditors shall at the request of the Company or any Grantee certify in writing to be in their opinion fair and reasonable.
- 12.2 Any adjustments made under Clause 12.1 must give a Grantee the same proportion of the equity capital (rounded to the nearest whole Share), as that to which that Grantee was previously entitled, but no such adjustments may be made to the extent that a Share would be issued at less than its nominal value (if any). The issue of securities as consideration in a transaction may not be regarded as a circumstance requiring adjustment. In respect of any such adjustments, other than any made on a capitalisation issue, an independent financial adviser or the Auditor must confirm to the Board in writing that the adjustments satisfy the requirements set out in the Listing Rules.

13. ALTERATION OF THIS SCHEME

- 13.1 The Board may from time to time in their absolute discretion alter the definition of “Eligible Participants”, “Grantee”, and “Option Period” and the provisions in Clauses 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of this Scheme which are of a material nature or provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Grantees or prospective Grantees provided that approval from Shareholders in general meeting (with Grantees and their associates abstaining from voting) has been obtained.
- 13.2 Save for the above, the Board or a committee of the Board may alter the terms of this Scheme without the approval of the Shareholders in general meeting. No such alteration shall operate to affect adversely the terms of issue of any Options granted or agreed to be granted prior to such alteration except with the consent or sanction in writing of such majority of the Grantees as would be required of the Shareholders under the Articles for the time being of the Company for a variation of the rights attached to the Shares.
- 13.3 Any alterations to the terms and conditions of any particular Option granted to an Eligible Participant must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and or the Shareholders in general meeting (as the case may be) if the initial grant of the Options was so approved, except where the alterations take effect automatically under the existing terms and conditions of this Scheme.

- 13.4 The amended terms of this Scheme or the Options must still comply with the relevant requirements of the Listing Rules.
- 13.5 Any change to the authority of the Board or scheme administrators to alter the terms and conditions of this Scheme shall be approved by the Shareholders in general meeting.
- 13.6 The Company must provide to each Grantee all details relating to changes in the terms and conditions of this Scheme during the life of this Scheme immediately upon such changes taking effect.

14. TERMINATION OF THIS SCHEME

- 14.1 The Company may, by ordinary resolution in general meeting, or the Board may at any time, terminate the operation of this Scheme before the expiry of the Scheme Period and in such event no further Options will be offered. On termination, the provisions of this Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of Options (to the extent not already exercised) granted prior to the termination or otherwise as may be required in accordance with the provisions of this Scheme. Options (to the extent not already exercised) granted prior to termination shall continue to be valid and exercisable in accordance with this Scheme.
- 14.2 Details of Options granted (including Options exercised or outstanding) under this Scheme and (if applicable) Options that become void or non-exercisable as a result of the termination must be disclosed in the circular to Shareholders seeking approval of the first new scheme established thereunder or the refreshment of the Scheme Mandate Limit after such termination.

15. CANCELLATION OF OPTIONS GRANTED

The Board may, at its sole discretion cancel an Option granted but not exercised with the approval of the Grantee of such Option in certain circumstances, including where it is necessary to comply with the laws in the jurisdictions in which the Eligible Participant and the Company are subject to, or in order to comply with the requirements of any securities exchange. An Option may be granted to an Eligible Participant in place of his cancelled Option provided that the availability of the Scheme Mandate Limit approved by the Shareholders as referred to in Rule 17.03B or 17.03C of the Listing Rules. In accordance with the Listing Rules, the Options cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

16. GOVERNING LAW

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

17. DISPUTES

Any disputes arising in connection with this Scheme (as to the number of Shares constituting the subject of an Option, the amount of the Subscription Price, or otherwise) shall be referred to the Directors, whose decision shall be subject to the Company's independent financial advisor or the Auditors who shall act as experts and not as arbitrators and whose decision shall be final and binding.

18. MISCELLANEOUS

- 18.1 Notices or documents required to be given to an Grantee shall either (i) be delivered to him by hand, sent to him by post at his residential address according to the records of the Company, or sent to him by fax at his place of work; and (ii) if sent by post, be deemed to have been given (a) on the second (2) day following the date of posting if the address is in Hong Kong and (b) on the seventh (7) day following the date of posting if the address is outside of Hong Kong, and in the case of sending by hand or by fax on the same day. All Eligible Participants shall be entitled to receive copies of all notices and documents sent by the Company to its Shareholders generally.
- 18.2 The Company shall be responsible for the costs of introducing and administering the Scheme.
- 18.3 The Directors 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 this Scheme and the Listing Rules.
- 18.4 This Scheme shall not form part of any contract of employment or service between the Group and the Grantee and shall afford such Grantee no additional rights to compensation or damages in consequence of the termination of the employment or service contract for any reason.
- 18.5 The Grantee shall pay all tax and discharge other liabilities to which he may become subject as a result of his participation in this Scheme or the exercise of any Option.

Adopted by resolutions of the Shareholders passed in general meeting on 24 May 2024.