

**RULES RELATING TO
THE SHARE AWARD PLAN**

I, _____, the director of China Risun Group Limited, hereby certify that the rules of the Share Award Plan hereto attached were approved by the Company by resolutions passed by the shareholders of the Company at a meeting held on _____, and that the date below is the “**Adoption Date**” as defined in such rules:

Adoption Date:

Name :
Position : Director

INDEX

<u>Paragraph no.</u>	<u>Heading</u>	<u>Page no.</u>
1	Definitions and Interpretation.....	1
2	Purposes, Administration and Duration.....	4
3	Award of Shares.....	5
4	Pool of Awarded Shares.....	9
5	Vesting of the Awarded Shares.....	10
6	Lapse of Awards and Returned Shares.....	11
7	Plan limit.....	13
8	Cancellation of Awards.....	16
9	Voting rights of Awarded Shares and Selected Participants having no rights.....	16
10	Disputes.....	17
11	Alteration of these rules of the Plan.....	17
12	Termination.....	17
13	Miscellaneous.....	18
14	Conditions.....	21
15	Governing Law.....	22

1. DEFINITIONS AND INTERPRETATION

1.1 In this Plan, except where the context otherwise requires, the following expressions have the following meanings:

“Adoption Date”	the date on which this Plan is adopted by the Shareholders
“Articles”	the articles of association of the Company as adopted or amended from time to time
“Associates”	shall bear the meaning ascribed thereto in the Listing Rules
“Award”	a provisional award of the Awarded Shares made in accordance with paragraph 3
“Award Notice”	the notice to be sent to the Trustee upon the making of an Award containing the particulars referred to in paragraph 3.4
“Awarded Share(s)”	the Share(s) provisionally awarded to a Selected Participant pursuant to an Award
“Board”	the board of Directors
“Business Day”	a day on which the Stock Exchange is open for the business of dealing in securities
“Company”	China Risun Group Limited, a company incorporated in the Cayman Islands with limited liability whose shares are listed on the Main Board of the Stock Exchange (stock code: 1907.HK)
“Committee”	the person(s) from time to time delegated by the Board with the power and authority to administer the Plan in accordance with the rules herein
“Connected Person”	shall have the meaning ascribed thereto under the Listing Rules
“Directors”	the director(s) of the Company for the time being
“Eligible Participant”	any person belonging to the following classes of participants: (a) Employee Participant; and (b) Related Entity Participant, provided that such Eligible Participant is not an Excluded Participant

“Employee Participant(s)”	any director and employee of the Company or the Group (including persons who are granted Awards under this Plan as an inducement to enter into employment contracts with the Group)
“Excluded Participant”	any person who is resident in a place where the award of the Awarded Shares and/or the award of the Returned Shares and/or the vesting and transfer of Shares pursuant to the terms of the Plan is not permitted under the laws and regulations of such place or where in the view of the Board or the Committee or the Trustee (as the case may be) compliance with applicable laws and regulations in such place make it necessary or expedient to exclude such person
“Group”	the Company and the Subsidiaries
“Group Contribution”	such contribution in the form of money or otherwise made by the Company or any of its Subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time
“Other Distributions”	shall have the meaning ascribed thereto in paragraph 5.2(A)
“Partial Lapse”	shall have the meaning as set out in paragraph 6.2
“Personal Representative(s)”	the person or persons who, in accordance with the laws of succession applicable to a deceased Selected Participant, is or are entitled to collect and receive the Awarded Shares which have been vested in such Selected Participant and formed part of his estate
“Plan”	this share award plan constituted by the rules hereof, in its present form or as may be altered from time to time in accordance with paragraph 11
“Related Entity”	the holding companies, fellow subsidiaries or associated companies of the Company
“Related Entity Participant(s)”	directors and employees of the Related Entity
“Remuneration Committee”	the remuneration committee of the Company as appointed by the Board for the time being

“Residual Cash”	being cash remaining in the trust fund in respect of an Awarded Share (including interest income derived from deposits maintained with licensed banks in Hong Kong, and sale proceeds which have not been applied in the acquisition of Shares)
“Returned Shares”	such Awarded Shares which are not vested and/or forfeited in accordance with the terms of the Plan (whether as a result of a Total Lapse or a Partial Lapse or otherwise), or such Shares being deemed to be Returned Shares
“Selected Participant”	any Eligible Participant for whom Shares have been provisionally set aside pursuant to an Award or his Personal Representative
“Shareholder(s)”	the holder(s) of Share(s)
“Shares”	ordinary shares of HK\$0.1 each in the capital of the Company, or if there has been a sub-division, consolidation, reclassification or reconstruction or reduction or reorganisation of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company as shall result from any of such sub-division, consolidation, re-classification or re-construction or reduction or reorganisation
“Shares Pool”	shall have the meaning ascribed to it in paragraph 4.1
“Share Schemes”	collectively, the share option scheme(s) and share award scheme(s) involving the issue of new Shares adopted or to be adopted by the Company from time to time
“Stock Exchange”	The Stock Exchange of Hong Kong Limited or, if the context so requires, other principal stock exchange in Hong Kong for the time being or such other stock exchange which is the principal stock exchange (as determined by the Board on which the Shares are for the time being and from time to time listed or traded
“Subsidiary”	any subsidiary (as such term is defined in the Listing Rules) of the Company
“Total Lapse”	shall have the meaning as set out in paragraph 6.1
“Treasury Shares”	has the meaning ascribed to it under the Listing Rules. For the purposes of the Plan, new Shares include Treasury Shares and the issue/subscription of Shares includes the transfer of Treasury Shares

“Trust Deed”	the trust deed to be entered into by the Company as settlor and the Trustee as trustee in respect of Shares and other trust fund (if any) held or to be held by the Trustee subject to the terms thereof, as amended from time to time
“Original Trustee”	VISTRA TRUST (HONG KONG) LIMITED, a company incorporated under the laws of Hong Kong and having its registered office at 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong
“Trustee”	the Original Trustee or other trustee or trustees as shall be appointed pursuant to and in accordance with the terms of the Trust Deed
“Vesting Date”	in relation to any Selected Participant, the date on which the legal and beneficial ownership of the Awarded Shares are vested in such Selected Participant pursuant to an Award as referred to in paragraph 5.1
“Vesting Period”	in relation to any Selected Participant, the period commencing on the date on which the Awarded Shares have been provisionally set aside pursuant to an Award to such Selected Participant as referred to in paragraph 4.1 and ending on the Vesting Date (both dates inclusive)

1.2 In these rules:

- (A) the headings are for ease of reference only and shall be ignored in construing these rules of the Plan;
- (B) references to paragraphs or sub-paragraphs are references to paragraphs or sub-paragraphs hereof;
- (C) words importing the singular include the plural and vice versa;
- (D) words importing one gender include both genders and the neuter and vice versa;
- (E) references to persons include bodies corporate and unincorporated;
- (F) references to any statutory provisions or rules prescribed by any statutory bodies shall include the same as from time to time amended, consolidated and re-enacted; and
- (G) references to any statutory body shall include the successor thereof and any body established to replace or assume the functions of the same.

2. PURPOSES, ADMINISTRATION AND DURATION

2.1 The purpose of the Plan is, through an award of Shares, to:

LR17.03(1)

- (A) recognise and reward the contribution of certain Eligible Participants to the growth and development of the Group and to give incentives thereto in order to retain them for the continual operation and development of the Group; and
 - (B) attract suitable personnel for further development of the Group.
- 2.2 The Plan shall be subject to the administration of the Board or the Committee whose decisions on all matters arising in relation to the Plan or its interpretation or effect shall be final, conclusive and binding on all persons who may be affected thereby, provided that such administration shall not prejudice the powers of the Trustee as provided under the Trust Deed; and for avoidance of doubt, the Board or the Committee shall have powers on deciding (on and subject to the terms and conditions provided under this Plan) the selection of the Selected Participants, the number of Awarded Shares to be awarded to the respective Selected Participants and other related matters as expressly provided under this Plan or in accordance with the Listing Rules or other applicable laws, legislation and regulations. In the event that a Selected Participant or his associate is a member of the Board, such person will abstain from voting on any approval by the Board of an Award to such Selected Participants.
- 2.3 A Selected Participant shall ensure that the acceptance, vesting and the holding of any Awarded Shares under the Plan and the exercise of all rights attaching thereto are valid and comply with all laws, legislation and regulations including all applicable exchange control, fiscal and other laws to which he is subject. The Board or the Committee may, as a condition precedent of making an Award, require an Eligible Participant to produce such evidence as it may reasonably require for such purpose.
- 2.4 Subject to paragraph 12, the Plan shall be valid and effective for a term of 10 years commencing from the Adoption Date, and after the expiry of such 10-year term no further Awards may be made but these rules of the Plan shall remain in full force and effect to the extent necessary to give effect to any Awards made prior thereto and the administration of the trust property held by the Trustee pursuant to the Trust Deed. LR17.03(11)

3. AWARD OF SHARES

- 3.1 The Board or the Committee shall, subject to and in accordance with these rules of the Plan, be entitled (but shall not be bound) to, at any time during the continuation of the Plan, make an award (the “Award”) out of the Shares Pool to any of the Eligible Participants (as it shall in its absolute discretion select but excluding any Excluded Participant) such number of issued Shares, fully paid or credited as fully paid, as the Board or the Committee shall, subject to paragraph 7, determine pursuant to these rules of the Plan. For the avoidance of doubt until so selected, no Eligible Participant shall be entitled to participate in the Plan.
- 3.2 The making of an Award to any Connected Person shall be subject to compliance by the Company of the applicable requirements under the Listing Rules.
- 3.3 The eligibility of any of the Eligible Participants to an Award shall be determined by the Board or the Committee from time to time on the basis of the Board’s or the Committee’s opinion as to his contribution and/or future contribution to the development and growth of

LR17.03(2)

the Group. Generally:

- (A) in assessing the eligibility of Employee Participant, the Board or the Committee will consider all relevant factors as appropriate, including, without limitation, the individual's (a) performance, time commitment, responsibilities or employment conditions and the prevailing market practice and industry standard; (b) length of employment or engagement with the Group; and (c) contribution or potential contribution to the development and growth of the Group; and
- (B) in assessing the eligibility of Related Entity Participant, the Board will consider all relevant factors as appropriate, including, without limitation, (a) the degree of his involvement in and/or cooperation with the Group; (b) the length of collaborative relationship established with the Group; (c) the amount of support, assistance, guidance, advice, efforts and contributions he has given or is likely to give towards the success of the Group; and (d) his participation and contribution to the development of the Group and/or the extent of benefits and synergies brought to the Group.

3.4 The Board or the Committee shall notify the Trustee by a notice in writing (the "**Award Notice**") upon the making of an Award under the Plan and, in the Award Notice, the Board or the Committee shall specify the following:

- (A) the name, address, identity card (or, as the case may be, passport) number and position of the relevant Selected Participant and whether the Selected Participant is a Connected Person;
- (B) the number of Awarded Shares provisionally awarded to the relevant Selected Participant pursuant to such Award;
- (C) the Vesting Date on which the Trustee may vest the legal and beneficial ownership of the Awarded Shares (or the relevant portions thereof) or the net proceeds thereof in the relevant Selected Participant under paragraph 5.1;
- (D) the condition(s) and/or performance target(s), if any, that must be duly fulfilled by the relevant Selected Participant before any of the Awarded Shares (or the net sales proceeds thereof) may be transferred to and vested in such Selected Participant under such Award. Such conditions and/or performance target(s) may include but not limited to (i) financial parameters of the Group (such as the revenue, profits and general financial condition of the Group); (ii) non-financial parameters of the Group (such as the Group's strategic objectives, operational targets and future development plan); (iii) the key performance indicators of the Selected Participant's departments and/or business units, and the Selected Participant's position key performance indicators relevant to his roles and responsibilities and/or its annual appraisal results (in respect of Employee Participants); and/or (iv) the Selected Participant's contribution to the Group's financial and operating results (such as increase in revenue or profits, reduction in costs, product/service advancement) (in respect of Related Entity Participants), that must be duly fulfilled before the Award may be vested in such Selected Participant in respect of all or a proportion of the Awarded Shares;

LR17.03(7)

- (E) the condition(s) and/or performance target(s) of the Selected Participant, if any, that must be duly altered or waived by the Board or the Committee before any of the Awarded Shares (or the net sales proceeds thereof) may be transferred to and vested in such Selected Participant under such Award;
- (F) whether the Awarded Shares or any part thereof should be acquired by subscription, purchase of Shares and/or whether the Awarded Shares or any part thereof should be satisfied by applying any Returned Share(s); and
- (G) such other terms and conditions of such Award as may be imposed by the Board or the Committee which are not inconsistent with these rules of the Plan and the Trust Deed on either the Trustee (with the prior written consent of the Trustee unless the same has already been provided for in the Trust Deed) and the relevant Selected Participant, or any of them before the Awarded Shares (or the net sale proceeds thereof) may be transferred to and vested in such Selected Participant.

3.5 The Board or the Committee shall notify the Selected Participant in writing after an Award has been provisionally made to such Selected Participant and the notice shall contain substantially the same information as that set out in the Award Notice provided that nothing contained in such notice shall be construed as conferring any rights, interests, benefits and title to and in the Awarded Shares on such Selected Participant before the vesting of the legal and beneficial ownership of such Awarded Shares (or the net sale proceeds thereof) in the Selected Participant in accordance with these rules of the Plan. An Award shall be deemed to be unconditionally declined in its entirety by a Selected Participant unless the Selected Participant shall within ten (10) Business Days after receipt of such notice from the Board or the Committee notify the Company in writing that he would accept such Award.

3.6 Unless otherwise determined by the Board or the Committee in its absolute discretion at the relevant time for each Award, a Selected Participant is not required to pay any grant or purchase price or make any other payment to the Company for accepting an offer of the Award granted pursuant to the Award Notice, nor is the Selected Participant required to pay any subscription or purchase price for the vesting of the Awards or the receipt of the Awarded Shares. LR17.03(8)

3.7 For so long as the Shares are listed on the Stock Exchange:

- (A) an Award or, as the case may be, any instruction of the Board or the Committee to the Trustee to acquire Shares for the purpose of increasing the Shares in the Shares Pool may not be made or given when inside information has come to the Company's knowledge until such inside information has been published in accordance with the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong); and
- (B) the Board or the Committee may not make any Award to any Eligible Participant or give any instruction to the Trustee to acquire Shares for the purpose of increasing the Shares in the Shares Pool during the periods or times when such an Award is prohibited under the Listing Rules, any corresponding code or securities dealing restrictions adopted by the Company and all applicable laws from time to time. Without limiting the generality of the foregoing, no Award may be made and LR17.05

no instruction may be given by the Board or the Committee to the Trustee to acquire Shares for the purpose of increasing the Shares in the Shares Pool during the period commencing 30 days immediately before the earlier of:

- (a) the date of the board meeting (as such date is first notified to the Stock 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.

- (C) Without limiting the generality of paragraph 3.7(B), no Award may be made and no instruction may be given by the Board or the Committee to the Trustee to acquire Shares with respect to a grant of an Award to an Eligible Participant (including a Director) who is subject to the Model Code for Securities Transactions by Directors of Listed Issuers contained in Appendix C3 of the Listing Rules (the "**Model Code**") during the periods or times in which such Eligible Participant is prohibited from dealing in Shares pursuant to the Model Code.

3.8 Subject to the Listing Rules, the Board or the Committee may from time to time, at its discretion, determine the Vesting Date upon which the Awarded Shares (or the net sale proceeds thereof) held by the Trustee upon trust and which are referable to a Selected Participant shall vest in that Selected Participant. The Vesting Date in respect of any Award shall be not less than 12 months from the date of grant of the Award, provided that for Employee Participants, the Vesting Date may be less than 12 months from the date of grant of the Award in the following circumstances:

LR17.03(6)
LR17.03F

- (A) grants of "make whole" Awards to new Employee Participants to replace share awards such Employee Participants forfeited when leaving their previous employers;
- (B) grants to an Employee Participant whose employment is terminated due to death or disability or event of force majeure;
- (C) grants of Awards which are subject to the fulfilment of performance targets pursuant to the terms of the Plan, in lieu of time-based vesting criteria;
- (D) grants of Awards the timing of which is determined by administrative or compliance requirements not connected with the performance of the relevant Employee Participant, in which case the Vesting Date may be adjusted to take account of the time from which the Award would have been granted if not for such administrative or compliance requirements;
- (E) grants of Awards with a mixed vesting schedule such that the Awards vest evenly over a period of 12 months; or

(F) grants of Awards with a total vesting and holding period of more than 12 months.

- 3.9 An Award shall be personal to the Selected Participant and shall not be transferable or assignable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any security or adverse interest whatsoever in favour of any third party over or in relation to an Award or enter or purport to enter into any agreement to do so. Any breach of the foregoing by any Selected Participant shall entitle the Company to cancel the Award made to such Selected Participant, and the Board or the Committee shall notify the Trustee in writing accordingly.

LR17.03(17)
Note

4. POOL OF AWARDED SHARES

- 4.1 Upon the receipt of an Award Notice, the Trustee shall set aside from the Shares Pool the Awarded Shares provisionally awarded to the Selected Participant to whom such Award Notice relates pending the transfer and vesting of the Awarded Shares under the Award to which such Award Notice relates in accordance with paragraph 5. The Trustee shall hold the Awarded Shares so set aside during the Vesting Period on the terms of the Trust Deed. The Trustee may, at any time during the continuation of the Plan and the Trust Deed, set aside the appropriate number of Awarded Shares out of a pool of issued Shares, fully paid or credited as fully paid, for the time being and from time to time held by the Trustee pursuant to the Trust Deed (the “**Shares Pool**”) comprising the following:

- (A) such Shares as may be purchased by the Trustee on the Stock Exchange or off the market by utilising the Group Contribution and Other Distributions;
- (B) such Shares as may be allotted and issued to the Trustee, but subject to the limit set out in paragraph 7;
- (C) such Shares which any person or company recommended by the Company may irrevocably donate or transfer to or irrevocably vest or caused to be vested in the Trustee to be held upon trusts and with and subject to the powers and provisions in the Trust Deed; and
- (D) Returned Shares.

For the purposes of this Plan, new Shares include Treasury Shares and the issue/subscription of Shares includes the transfer of Treasury Shares.

- 4.2 If any proposed purchase of or, as the case may be, subscription for Shares under paragraph 4.1 shall fall on any day on which the Board or the Committee is restricted from making any Award or giving any instruction as referred to in paragraph 3.7, the Trustee shall not effect the relevant purchase and/or subscription. The Trustee shall notify the Board or the Committee in writing at least three (3) Business Days in advance of a proposed date of purchase and/or subscription under paragraph 4.1 and the Board or the Committee shall instruct the Trustee in writing at least two (2) Business Days prior to such proposed date of purchase and/or subscription if such purchase and/or subscription has to be postponed by reason of this paragraph 4.2, whereupon such purchase and/or subscription shall be postponed to such date as notified by the Board or the Committee in writing.

5. VESTING OF THE AWARDED SHARES

5.1 Subject to paragraph 6, the Trustee shall transfer to and vest in any Selected Participant the legal and beneficial ownership of the Awarded Shares (or the net sale proceeds thereof) to which such Selected Participant is entitled under the relevant Award as soon as practicable after the latest of:

- (A) the Vesting Date as specified in the Award Notice to which such Award relates;
- (B) the receipt by the Trustee of the requisite information and documents stipulated by the Trustee within the stipulated period; and
- (C) where applicable, the date on which the condition(s) and/or performance target(s) (if any) to be attained by such Selected Participant as specified in the related Award Notice have been attained and notified to the Trustee by the Board or the Committee in writing.

5.2 During the Vesting Period:

- (A) any dividends and other distributions declared and made in respect of any Awarded Shares (“**Other Distributions**”) shall belong to the Trustee and the relevant Selected Participant shall not have any right whatsoever in such Other Distributions in respect of any Awarded Shares or otherwise unless and until the relevant Awarded Shares are vested in such Selected Participant in accordance with paragraph 5.1. Such Other Distributions shall be applied to subscription for and/or purchase of Shares for the purpose of satisfying any further Awards by the Board or the Committee in accordance with paragraph 4.1 and, upon termination of the Plan, shall be treated and dealt with as income of the trust fund under the Trust Deed generally and, for administration of the Plan, the Trustee shall be entitled to use and/or transfer such Other Distributions in any manner as directed by the Board or the Committee; LR17.03(10)
- (B) if the Company offers to Shareholders new Shares or other securities for subscription by way of rights, options or warrants and no amount is required to be payable by the Shareholders for such rights, options or warrants, the Trustee may (after obtaining a written consent from the Board or the Committee) (i) sell any nil-paid rights, options or warrants allocated to it in respect of the Awarded Shares held by the Trustee if there is an open market for such rights, options or warrants, or (ii) take steps to exercise such nil-paid rights, options or warrants by applying the Group Contributions in the form of cash then held by the Trustee. The net proceeds of such sale (if so sold) shall be applied to subscription for and/or purchase of Shares for the purpose of satisfying any further Awards by the Board or the Committee in accordance with paragraph 4.1 and, upon termination of the Plan, shall be treated and dealt with as income of the trust fund under the Trust Deed generally. For the avoidance of doubt, no Selected Participants shall have any right to, or interest in, any nil-paid rights, options or warrants (or the underlying Shares, or the proceeds of sale of any such nil-paid rights, options or warrants) allocated under such offer, or any Shares arising from the exercise of such nil-paid rights, options or warrants;

- (C) if the Company offers to the Shareholders new shares or other securities for subscription by way of rights, options, warrants or other open or preferential offer and consideration is required to be paid for the taking up and/or the exercise of such rights, options, warrants or open or preferential offer, the Trustee may (after obtaining a written consent from the Board or the Committee) (i) decline to take up, purchase and/or subscribe for such rights, options, warrants or open or preferential offer, or (ii) take steps to take up, purchase and/or subscribe (in whole or in part) for such rights, options, warrants or open or preferential offer by applying the Group Contributions in the form of cash then held by the Trustee. For the avoidance of doubt, no Selected Participants shall have any right to, or interest in, any such offer;
- (D) without prejudice to sub-paragraph (A) above, with respect to any dividends declared by the Company and in connection with which the Company allows its Shareholders to elect to receive Shares in lieu of cash (as provided for in the relevant announcement and/or circular of the Company), then in respect of the Awarded Shares provisionally set aside for any Selected Participant which have not vested, the Trustee (after obtaining a written consent from the Board or the Committee) shall determine whether it shall elect to receive Shares in lieu of cash or cash in respect of such dividends, and any such scrip dividend or cash dividend so elected and received by the Trustee shall be treated as and constitute Other Distributions referred to in paragraph 5.2(A). For the avoidance of doubt, no Selected Participants shall have any right to give any direction to, or make any claim against, the Trustee in relation to the making of the said election; and
- (E) if a general or partial offer, whether by way of takeover offer, share repurchase offer or scheme of arrangement or otherwise in like manner is made to all the Shareholders (or all Shareholders other than the offeror, any persons controlled by the offeror and any persons acting in association or concert with the offeror), and such offer becomes or is declared unconditional prior to the vesting of the Awarded Shares in the relevant Selected Participants pursuant to paragraph 5.1, the Board or the Committee shall determine in its absolute discretion whether such Award shall vest and the period within which such Award shall vest.

6. LAPSE OF AWARDS AND RETURNED SHARES

- 6.1 In the event (i) any Selected Participant is found to be an Excluded Participant or otherwise ceases to be an Eligible Participant (including the termination of his employment or contractual engagement with the Company or any other member of the Group for any reason, other than for reason of retirement, death or disability); or (ii) the Selected Participant has been guilty of misconduct, or has committed any act of bankruptcy or has become insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made any arrangement or composition with his creditors generally, or has been convicted any criminal offence involving his integrity or honesty; or (iii) 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) (each of these, an event of “**Total Lapse**”), the Award shall automatically lapse
- LR17.03(12)

forthwith and all the Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Plan.

6.2 In the event (i) the vesting conditions are not, in the sole opinion of the Board or the Committee, satisfied in respect of the relevant part of the Award; or (ii) a Selected Participant fails to return duly executed transfer documents prescribed by the Trustee for the relevant Awarded Shares within the stipulated period (or such later date as may be determined by the Board or the Committee at its sole and absolute discretion having regard to all relevant circumstances) (each of these, an event of “**Partial Lapse**”), the relevant part of an Award made to such Selected Participant shall automatically lapse forthwith and the relevant Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Plan.

6.3 Except in the event of a Total Lapse,

(A) subject to sub-paragraph (C) and barring any unforeseen circumstances, unless otherwise agreed between the Board or the Committee and the Trustee, one (1) month prior to any Vesting Date, the Trustee shall send to the relevant Selected Participant (via the Company) a direction form together with such prescribed transfer documents and checklist of information and/or documents which require the Selected Participant to execute and/or provide as well as to decide whether the relevant Awarded Shares (or any portion thereof) shall be sold to effect the transfer and/or sale of the Awarded Shares on or as soon as practicable after the relevant Vesting Date;

(B) subject to the receipt by the Trustee no later than the date falling seven (7) Business Days before the relevant Vesting Date of (i) the completed direction form and prescribed transfer documents and requisite information and/or documents prescribed by the Trustee and duly signed by the Selected Participant within the period stipulated in the direction form / checklist referred to in paragraph 6.3(A) hereof, and (ii) a confirmation from the Company that all vesting conditions having been fulfilled, the Trustee shall as soon as practicable transfer the relevant Awarded Shares to the relevant Selected Participant and/or sell the relevant Awarded Shares and pay the net sale proceeds thereof to the relevant Selected Participant; and

(C) in the event that the number of Business Days between the date of the Award Notice and the Vesting Date is less than one month, the Trustee shall (within five (5) Business Days from the date of it being notified by the Board of the making of the Award in accordance with paragraph 3.4) send to the relevant Selected Participant (via the Company) a direction form together with such prescribed transfer documents and checklist of information and/or documents which require the Selected Participant to execute and/or provide as well as decide whether the relevant Award Shares (or any portion thereof) shall be sold to effect the transfer and/or sale of the Awarded Shares on or as soon as practicable after the relevant Vesting Date.

6.4 The Trustee shall hold Returned Shares exclusively for the benefit of all or one or more of the Eligible Participants (excluding any Excluded Participants) as the Board or the Committee shall in its absolute discretion at any time determine and select in writing as

the Selected Participant(s).

6.5 In the event that the Board or the Committee determines in its absolute discretion that any condition(s) and/or performance target(s) to be duly fulfilled by such Selected Participant as specified in the related Award Notice has not been duly fulfilled or has not been waived by the Board or the Committee, the Board or the Committee shall be entitled to determine that the Award made to such Selected Participant shall lapse forthwith and the relevant Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Plan.

6.6 The Board or the Committee may, in its absolute discretion, specify in the Award Notice the clawback mechanism for the Company to recover or withhold an Award granted to a Selected Participant if any of the following events shall occur: (i) the Selected Participant has committed any fraud or serious misconduct; or (ii) in respect of any Award which is performance linked, there is a material misstatement in the consolidated financial statements of the Company that requires a restatement, or any other circumstance that shows or leads to any of the prescribed performance targets having been assessed or calculated in a materially inaccurate manner. The Awards that are clawed back pursuant to this paragraph will be regarded as lapsed. The Shares underlying the Awards that are clawed back pursuant to this paragraph shall become Returned Shares for the purposes of the Plan.

LR17.03(19)

6.7 If any Award shall lapse in accordance with this paragraph 6, the Board or the Committee shall notify the Trustee in writing accordingly.

7. PLAN LIMIT

7.1 The aggregate maximum number of Shares (the “**Plan Mandate Limit**”) which may be issued by the Company in respect of all the Awards to be granted under this Plan and all the share options and share awards to be granted under any other Share Scheme(s) shall not exceed 10% of the total number of issued Shares (excluding Treasury Shares) as at the Adoption Date or the relevant date of approval of the refreshment of the Plan Mandate Limit. The Board or the Committee shall not instruct the Trustee to subscribed for any Shares for the purpose of the Plan when such subscription will result in the Plan Mandate Limit being exceeded. Awards lapsed in accordance with the paragraph 6 of the Plan will not be regarded as utilised for the purpose of calculating the Plan Mandate Limit.

LR17.03(3)
LR17.03B(1)

LR17.03B
Note (1)

7.2 If the Company conducts any share consolidation or share sub-division, the Board or the Committee shall make such corresponding adjustments to the Plan Mandate Limit, so that the Plan Mandate Limit as a percentage of the total number of issued Shares (excluding Treasury Shares) at the date immediately before and after such share consolidation or share sub-division shall be the same, rounded to the nearest whole Share.

LR17.03B
Note (2)

7.3 Any grant of Awards to any Director, chief executive or substantial Shareholder of the Company, or any of his respective associates, shall be subject to the prior approval of the independent non-executive Directors (excluding any independent non-executive Director who is a proposed recipient of the grant of Awards). In addition:

LR17.04(1)

(A) where any grant of Awards to any Director (other than an independent non-executive Director) or chief executive of the Company, or any of his respective

LR17.04(2)

associates, would result in the Shares issued and to be issued in respect of all Awards granted under this Plan and the share awards granted under any other Share Scheme(s) (excluding any Awards and any other share awards lapsed in accordance with the terms of the Share Schemes) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue (excluding Treasury Shares) as at the date of such grant; or

- (B) where any grant of Awards to an independent non-executive Director or substantial Shareholder of the Company (or any of his respective associates) would result in the number of Shares issued and to be issued in respect of all Awards granted under this Plan and the share options and other share awards granted under any other Share Schemes (excluding any Awards and any share options and other share awards lapsed in accordance with the terms of the Share Schemes) to such person in the 12 month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of Shares in issue (excluding Treasury Shares) as at the date of such grant, LR17.04(3)

such further grant of Awards must be approved by Shareholders in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules. In particular, the Company must send a circular to the Shareholders. The Selected Participants, his associates and all core connected persons of the Company must abstain from voting in favour at such general meeting. The Company must comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules. The circular must contain such relevant information as required by the Listing Rules in relation to any such proposed grant to such Selected Participant, and the number and terms of the Awards to be granted to such Selected Participant must be fixed before the Shareholders' approval. LR17.04(4)

- 7.4 No Award shall be granted to a Selected Participant if it would result in the total number of Shares issued and to be issued in respect of all Awards granted under this Plan and the share options and share awards granted under any other Share Schemes to such person (excluding any Awards and any share options and other share awards lapsed in accordance with the terms of the Share Schemes) in the 12-month period up to and including the date of such grant exceeding 1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the total number of issued Shares (excluding Treasury Shares) as at the date of such grant, unless: LR17.03(4)
LR17.03D(1)
&(2)

- (A) such grant has been separately approved by the Shareholders in general meeting, with such Selected Participant and his close associates (or associates if such Selected Participant is a Connected Person) abstaining from voting;
- (B) the Company must send a circular to the Shareholders containing such relevant information as required by the Listing Rules in relation to any such proposed grant to such Selected Participant; and
- (C) the number and terms of the Awards to be granted to such Selected Participant are fixed before the Shareholders' approval.

7.5 The Company may seek approval by its Shareholders in general meeting for refreshing the Plan Mandate Limit after three years from the date of Shareholders' approval for the last refreshment or the Adoption Date and in accordance with the applicable Listing Rules. LR17.03C(1)(a)

7.6 Any refreshment of the Plan Mandate Limit within the three-year period from the date of Shareholders' approval for the last refreshment or the Adoption Date must be approved by the Shareholders in general meeting subject to the following provisions: LR17.03C(1)(b)

(A) any controlling Shareholders of the Company and their associates (or if there is no controlling Shareholder, Directors (excluding independent non-executive Directors) and chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting; and

(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,

provided that paragraphs 7.6(A) and (B) above do not apply if the refreshment is made immediately after an issue of Shares 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 Plan Mandate Limit (as a percentage of the total number of issued Shares) upon refreshment is the same as the unused part of the Plan Mandate Limit immediately before the issue of Shares, rounded to the nearest whole Share. LR17.03C(1)(c)

7.7 The Plan Mandate Limit so refreshed under paragraphs 7.5 and 7.6 shall not exceed 10% of the total number of issued Shares (excluding Treasury Shares) as at the date of Shareholders' approval of the refreshment of the Plan Mandate Limit. The Company must send a circular to the Shareholders containing the number of Awards and any share options and other share awards that were already granted under the existing Plan Mandate Limit and the reason for the refreshment. LR17.03C(2)

7.8 Without prejudice to paragraphs 7.5, 7.6 and 7.7, the Company may seek separate approval by the Shareholders in general meeting for granting Awards which will result in the Plan Mandate Limit or, if applicable, the refreshed Plan Mandate Limit under paragraphs 7.5 and 7.6, being exceeded, provided that: LR17.03C(3)

(A) the Awards in excess of the limit are granted only to the Selected Participant(s) specifically identified by the Company before such approval is sought;

(B) the Company must despatch a circular to the Shareholders containing such relevant information as required by the Listing Rules in relation to any such proposed grant to such Selected Participant(s); and

(C) the number and terms of the Awards to be granted to such Selected Participant(s) are fixed before the Shareholders' approval.

7.9 If the Company conducts any capitalisation issue, rights issue, share consolidation, share sub-division or capital reduction (other than any alteration in the capital structure LR17.03(13) Note

of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party), the Board or the Committee shall make such corresponding adjustments to the number of Shares subject to the Awards granted to the Selected Participants (to the extent any Award so far as unvested), and/or the purchase price (if any), so that the Selected Participants shall be entitled to the same proportion of the Company's equity capital, rounded to the nearest whole Share, as to which such Selected Participants were previously entitled to, but no such adjustments shall be made which would result in a Share being issued at less than its nominal value. In respect of any such adjustments, other than any made on a capitalisation issue, an independent financial adviser or the Company's auditors must confirm to the Directors in writing that the adjustments satisfy the requirements under the Notes to Rule 17.03(13) of the Listing Rules.

8. CANCELLATION OF AWARDS

Any Awards granted but remained unvested may be cancelled by the Board or the Committee with the consent of the Selected Participant. Where the Company cancels any Awards granted to a Selected Participant and makes a new grant (whether under this Plan or any other Share Scheme(s)) to the same Selected Participant, such new grant may only be made within the available Plan Mandate Limit approved by the Shareholders. The Awards cancelled will be regarded as utilised for the purpose of calculating the Plan Mandate Limit.

LR17.03(14)
Note

9. VOTING RIGHTS OF SHARES IN SHARES POOL AND SELECTED PARTICIPANTS HAVING NO RIGHTS

9.1 The Trustee shall not exercise the voting rights in respect of any Shares held under the trust constituted by the Trust Deed (including but not limited to any Shares in the Shares Pool, the Awarded Shares, the Returned Shares, any bonus Shares and scrip Shares). In particular, the Trustee holding unvested Awarded Shares under the Plan, whether directly or indirectly, shall abstain from voting on matters that require Shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.

LR17.05A

9.2 The Selected Participants shall not have any right to receive any Awarded Shares set aside for them pursuant to paragraph 4 unless and until the Trustee has transferred and vested the legal and beneficial ownership of such Awarded Shares to and in the Selected Participants in accordance with the terms hereof. For the avoidance of doubt:

LR17.03(10)

- (A) a Selected Participant shall only have a contingent interest in the Awarded Shares which are referable to him subject to the vesting of such Shares in accordance with paragraph 5.1;
- (B) a Selected Participant shall not exercise any of the voting rights in respect of any Awarded Shares and shall not have any right whatsoever in the Other Distributions unless and until the relevant Awarded Shares have been transferred to and vested in the Selected Participant in accordance with these rules of the Plan;
- (C) a Selected Participant shall have no rights in the Residual Cash or any of the

Returned Shares;

- (D) no instruction may be given by a Selected Participant to the Trustee in respect of the Awarded Shares and/or the Other Distributions and/or such other properties or assets of the trust constituted by the Trust Deed; and
- (E) a Selected Participant shall have no rights in the fractional share arising out of consolidation of Shares (and such Shares shall be deemed as Returned Shares for the purposes of the Plan).

- 9.3 The Awarded Shares to be transferred to the Selected Participant after the vesting of the Award in the Selected Participant shall be subject to all the provisions of the Articles for the time being in force and shall rank *pari passu* in all respects with, and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation of the Company, as existing fully paid Shares in issue on the date on which the Awarded Shares are transferred to the Selected Participant after the vesting of the Award and, without prejudice to the generality of the foregoing, shall entitle the holders of such Awarded Shares to participate in all Other Distributions paid or made on or after the date on which the Awarded Shares are so transferred, other than any Other Distributions previously declared or recommended or resolved to be paid or made if the record date thereof shall be before the date on which the Award Shares are so transferred.

LR17.03(10)
LR17.03(15)

10. **DISPUTES**

Any dispute arising in connection with the Plan shall be referred to the decision of the Board or the Committee who shall act as experts and not as arbitrators and whose decisions shall be final, conclusive and binding on all persons who may be affected thereby.

11. **ALTERATION OF THESE RULES OF THE PLAN**

- 11.1 These rules of the Plan may be altered by the prior sanction of a resolution passed by the Board or the Committee provided that no such alteration (i) is material in nature; (ii) relates to any matters set out under Rule 17.03 of the Listing Rules to the advantage of the Selected Participant; or (iii) relates to the authority of the Board or the Committee to alter these rules of the Plan, where in any of such cases such alternation must be approved by the Shareholders in general meeting. The amended rules of the Plan must comply with all applicable laws, rules and regulations (including without limitation the Listing Rules).
- 11.2 Any change to the terms of Awards granted to a Selected Participant must be approved by the Board, the Committee, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of such Awards was approved by the Board, the Committee, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be), except where the alterations take effect automatically under the existing rules of the Plan.

LR17.03(18)
Notes (1) to (4)

12. **TERMINATION**

- 12.1 The Plan shall terminate on the earlier of:

- (A) on the 10th anniversary date of the Adoption Date; and
- (B) such date of early termination as determined by the Board or the Committee and notified to the Trustee in writing, provided that such termination shall not affect any subsisting rights of any Selected Participant hereunder.

12.2 If, at the date of the termination of the Plan, the Trustee holds any Share which has not been set aside pursuant to paragraph 3 in favour of any Selected Participant or retains any unutilised funds received as the Group Contribution or otherwise, then the Trustee shall, within twenty-one (21) Business Days (on which the trading of the Shares has not been suspended) after receiving actual notice of such termination, sell such Shares and remit the proceeds of sale (after making appropriate deductions in respect of stamp duty and other costs, liabilities and expenses in accordance with the Trust Deed, as agreed by the Company) together with such unutilised funds to the Company.

12.3 Upon termination of the Plan:

- (A) No further Awards may be granted, but all the Awards granted under the Plan prior to the termination of the Plan shall continue to be valid and effective and become vested in the Selected Participants according to the terms and conditions of the Awards; LR17.03(16)
- (B) Returned Shares and such non-cash income remaining in the trust fund shall be sold by the Trustee, within twenty-one (21) Business Days (on which the trading of the Shares has not been suspended) of receiving notice of such termination of the Plan (or such longer period as the Board or the Committee may otherwise determine);
- (C) Residual Cash, net proceeds of sale referred to in paragraph 12.3(B) hereof and such other funds remaining in the trust constituted by the Trust Deed (after making appropriate deductions in respect of all disposal costs, liabilities and expenses in accordance with the Trust Deed, as agreed by the Company) shall be remitted to the Company forthwith after the sale. For the avoidance of doubt, the Trustee may not transfer any Shares to the Company nor may the Company otherwise hold any Shares whatsoever (other than its interest in the proceeds of sale of such Shares pursuant to Paragraph 12.3(B) hereof).

12.4 For the avoidance of doubt, the temporary suspension of the granting of any Award shall not be construed as a decision to terminate the operation of the Plan.

13. MISCELLANEOUS

13.1 These rules of the Plan shall not form part of any contract of employment between any member of the Group and any Eligible Participant, and the rights and obligations of any Eligible Participant under the terms of his office or employment shall not be affected by his participation in the Plan or any right which he may have to participate in it and the Plan shall afford such Eligible Participant no additional rights to compensation or damages in consequence of the termination of his office or employment for any reason.

13.2 The Company shall bear the costs and expenses of establishing, administering and

implementing the Plan (including, for the avoidance of doubt, the Trustee's fees and costs, any transaction levy, brokerage, trading fee, trading tariff, stamp duty and any other costs and expenses payable in respect of any sale, purchase, vesting or transfer of, or subscription for, Shares pursuant to the Plan), but excluding any costs, expenses, levies and taxes which are determined by the Board or the Committee (in their absolute discretion) to be payable due to reasons, factors or circumstances which are personal or pertaining to the relevant Selected Participant(s) or otherwise unrelated to the making of the relevant Award under the Plan and which shall be payable by the relevant Selected Participant(s). Without prejudice to the generality of the foregoing, all costs and expenses in relation to all dealings with the Awarded Shares after the vesting and transfer of the Awarded Shares to a Selected Participant shall be borne by such Selected Participant, and the Company shall not be liable for any such costs and expenses thereafter.

13.3 Any notice or other communication between the Company, the Board or the Committee, any Selected Participant and/or the Trustee may be given by sending the same by electronic mail, electronic system/platform provided by third-party vendor as selected by the Board or the Committee, prepaid post or by personal delivery to:

- (A) in the case of the Company or the Board or the Committee, the principal place of business of the Company in Hong Kong;
- (B) in the case of the Trustee, its registered office or principal place of business in Hong Kong or such other address as notified by the Trustee to the Company from time to time; and
- (C) in the case of any Selected Participant, his last known address as notified by such Selected Participant to the Company from time to time or, if none or incorrect or out of date, his last place of employment with the Group or such other address as the Company reasonably considers appropriate.

13.4 Any notice or other communication:

- (A) if sent by any Selected Participant, shall be irrevocable and shall not be effective until actually received by the Company, the Board or the Committee and the Trustee (as the case may be);
- (B) if sent to any Selected Participant shall be deemed to be given or made (i) three (3) days after the date of posting, if sent by local postage pre-paid registered mail to an address in Hong Kong; (ii) five (5) days after the date of posting, if sent by postage pre-paid registered airmail to an address outside Hong Kong; (iii) when delivered, if delivered by hand; and (iv) if sent by electronic means, on the same date as that on which it was sent; and
- (C) if sent to the Trustee, shall be irrevocable and shall not be effective until actually received by the Trustee.

13.5 The Plan shall not confer on any person any legal or equitable rights against the Company, any Subsidiary and the Trustee, or any of them, directly or indirectly or give rise to any cause of action at law or in equity against the Company, any Subsidiary and the Trustee, or any of them.

- 13.6 A Selected Participant shall, before accepting an Award and taking the transfer and vesting of the related Awarded Shares (or the net sale proceeds thereof) to and in him, obtain all necessary consents that may be required to enable him to accept such Award and take such transfer and vesting of the related Awarded Shares (or the net sale proceeds thereof), as the case may be, in accordance with these rules of the Plan. By accepting an Award, the Selected Participant is deemed to have represented to the Company and the Trustee that he has obtained all such consents. Compliance with this paragraph shall be a condition precedent to an acceptance of an Award by a Selected Participant. A Selected Participant shall indemnify the Company and the Trustee, as the case may be, fully against all claims, demands, liabilities, actions, proceedings, fees, costs and expenses which the Company or the Trustee, as the case may be, may suffer or incur (whether alone or jointly with other party or parties) for or in respect of any failure on the part of such Selected Participant to obtain any necessary consent or to pay tax or other liabilities in relation to or in connection with his acceptance of the Award and taking the transfer and vesting of the related Awarded Shares (or the net sale proceeds thereof) to and in him as referred to in this paragraph 13.6.
- 13.7 A Selected Participant shall pay all tax and discharge all liabilities to which he may become subject or liable as a result or consequence of his participation in the Plan, acceptance of any Award made hereunder, and taking the transfer and vesting of the related Awarded Shares (or the net sale proceeds thereof) to and in him, or any of the foregoing.
- 13.8 A Selected Participant shall indemnify the Company, any Subsidiary and/or the Trustee against any liability each of them may have to pay or account for any taxes, including any withholding liability in connection with any taxes, and to give effect to this, the Trustee or the Company may, notwithstanding anything else herein contained (but subject to applicable law):
- (A) reduce or withhold the number of the Selected Participant's Awarded Shares underlying the Award (the number of Awarded Shares underlying the Award that may be reduced or withheld shall be limited to the number of Awarded Shares that have a fair market value on the date of withholding that, in the reasonable opinion of the Board or the Committee, is sufficient to cover such liability);
 - (B) sell, on the Selected Participant's behalf, such number of Awarded Shares to which the Selected Participant becomes entitled under the Plan and retain the proceeds and/or pay them to the relevant authorities or government agency;
 - (C) deduct or withhold, without notice to the Selected Participant, the amount of any such liability from any payment to the Selected Participant made under the Plan or from any payments due from the Company or any Subsidiary to the Selected Participant; and/or
 - (D) require the Selected Participant to remit to the Company or any Subsidiary in the form of cash or a certified or bank cashier's check, an amount sufficient to satisfy any taxes or other amounts required by any governmental authority to be withheld and paid over to such authority by the Company or any Subsidiary on account of the Selected Participant or to otherwise make alternative arrangements satisfactory

to the Company for the payment of such amounts.

For the avoidance of doubt, the Trustee shall not be obliged to transfer any Awarded Shares (or the net sale proceeds thereof) to a Selected Participant unless and until the Selected Participant satisfies the Trustee and the Company that such Selected Participant's obligations under this paragraph 13.8 have been met.

- 13.9 The Selected Participant and/or the Company shall be responsible for any tax reporting obligations to any relevant tax authorities, and to notify the Trustee in a timely manner of any tax reporting obligations that the Trustee may have to enable the Trustee to fulfil such reporting obligations, including providing the Trustee with all information and documents required by the relevant tax authorities to fulfil its Common Reporting Standard ("CRS") and Foreign Account Tax Compliance Act ("FACTA") reporting obligations.
- 13.10 The Trustee may rely on the Award Notices and instructions and directions in writing, or any of them, given to it by the Board or the Committee from time to time under the Plan, and the contents thereof, without further and/or independent inquiry or verification, and may assume the same and the transactions contemplated thereby to be in compliance with all applicable laws, rules, regulations, codes, and guidelines, whether statutory, regulatory, administrative or otherwise and whether having the force of law, and these rules of the Plan and the Trust Deed.
- 13.11 In respect of the administration of the Plan, the Company shall comply with all applicable disclosure regulations including without limitation those imposed by the Listing Rules from time to time.

14. CONDITIONS

- 14.1 The Plan is conditional upon:
- (A) the passing of an ordinary resolution by the Shareholders at a general meeting to approve the adoption of the Plan and authorising the Directors to grant Awards thereunder and to allot, issue and deal with Shares pursuant to the grant of any Awards in accordance with the terms and conditions of the Plan; and
 - (B) The Listing Committee of the Stock Exchange granting approval of the listing of, and permission to deal in, such number of Shares representing the Plan Mandate Limit (as defined in paragraph 7.1) to be allotted and issued by the Company pursuant to the grant of Awards in accordance with the terms and conditions of the Plan.
- 14.2 If the conditions referred to in paragraph 14.1 are not satisfied, the Plan shall forthwith determine and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the Plan.
- 14.3 Reference in paragraph 14.1(B) to the Listing Committee of the Stock Exchange formally granting the listing and permission referred to therein shall include any such listing and permission which are granted subject to the fulfilment of any condition precedent or

condition subsequent.

- 14.4 A certificate of a Director that the conditions set out in paragraph 14.1 have been satisfied and the date on which such conditions were satisfied or that such conditions have not been satisfied as of any particular date and the exact date of the Adoption Date shall be conclusive evidence of the matters certified.

15. GOVERNING LAW

- 15.1 The Plan shall operate subject to the Articles.
- 15.2 The Plan shall be governed by and construed in accordance with the laws of Hong Kong.

***** *End of these rules of the Plan* *****