

Winfull Group Holdings Limited

宏輝集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

SHARE OPTION SCHEME

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1. DEFINITIONS

1.01 In this Scheme the following expressions have the following meanings.

“Adoption Date”	the date on which the Scheme is conditionally adopted by resolution of the Shareholders at general meeting of the Company;
“Articles of Association”	the articles of association of the Company;
“Associates”	the meaning as ascribed thereto under the Listing Rules;
“Board”	the board of Director(s);
“Business Day”	a day on which the Stock Exchange is opened for the trading of securities;
“Close Associate”	the meaning as ascribed thereto under the Listing Rules;
“Commencement Date”	in respect of any particular Option, the date on which the Option is granted in accordance with the terms of this Scheme;
“Company”	Winfull Group Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the Shares of which are listed on the main board of the Stock Exchange;
“Connected Person”	the meaning as ascribed thereto under the Listing Rules;
“Core Connected Person”	the meaning as ascribed thereto under the Listing Rules;
“Director(s)”	the director(s) of the Company;

“Eligible Employee”	any employee (whether full time or part time employee, including any executive directors but not any non-executive director) of the Company or any of its Subsidiaries;
“Exercise Price”	the price per Share at which a Grantee may subscribe for the Share on exercise of an Option pursuant to the Scheme;
“Grantee”	any Participant who accepts an Offer in accordance with the terms of the Scheme or (where the context so permits) any person who is entitled to any such Option in consequence of the death of the original Grantee (if he or she is an individual);
“Group”	the Company and 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;
“Offer”	the offer of the grant of an Option made in accordance with the Scheme;
“Offer Date”	the date on which the Board passes a resolution approving the making of an offer of grant of an Option to the Participant;
“Option”	an option to subscribe for Share granted pursuant to the Scheme;
“Option Period”	a period to be notified by the Board to each Grantee and in any event the period shall not be more than ten (10) years from the Commencement Date. The Board may also provide restrictions on the exercise of an Option during the period an Option may be exercised;

“Participant”	any person belonging to any of the following classes of participants: (i) any Eligible Employee; or (ii) any non-executive director (including any independent non-executive director) of the Company and any of its Subsidiaries;
“Scheme”	the share option scheme proposed to be adopted by the Company at the annual general meeting to be held on 26 November 2021 for the benefit of the employees and directors of the Group and other eligible participants;
“Scheme Mandate Limit”	the total number of Shares in respect of which options may be granted under the Scheme and any other share option scheme of the Company, not exceeding 10% of the total number of Shares in issue on the adoption date of the Scheme or at the renewal of such limit;
“Share(s)”	ordinary share(s) of the Company;
“Shareholder(s)”	holder(s) of the Share(s);
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subsidiaries”	companies which are for the time being and from time to time subsidiaries (within the meaning of section 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) as modified from time to time) of the Company; and
“%”	per cent.

1.02 In this Scheme, save as where the context of otherwise requires:

- (i) Paragraph headings are inserted for convenience of reference only and shall be ignored in the interpretation of the Scheme;
- (ii) References herein to paragraphs are to clauses of this Scheme;
- (iii) 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;

- (iv) Expressions in singular shall include the plural and vice versa;
- (v) Expressions in any gender shall include other genders;
- (vi) References to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organizations, associations, enterprises, branches and entities of any other kind; and
- (vii) References to “date of grant” shall be construed as the Offer Date.

2. CONDITION

2.01 This Scheme is conditional upon:

- (i) the Listing Committee of the Stock Exchange granting the listing of and permission to deal in such number of Shares representing the Scheme Mandate Limit to be allotted and issued by the Company pursuant to the exercise of Options in accordance with the terms and conditions of this Scheme; and
- (ii) the passing of the necessary resolution to approve and adopt this Scheme at general meeting of the Company.

2.02 If the conditions referred to in paragraph 2.01 are not satisfied on or before 26 February 2022, this Scheme shall forthwith determine and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of this Scheme.

2.03 Reference in paragraph 2.01(i) 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 fulfillment of any condition precedent or condition subsequent.

2.04 A certificate of a Director that the conditions set out in paragraph 2.01 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.

3. PURPOSE, DURATION AND ADMINISTRATION

3.01 The purpose of this Scheme is to enable the Company to grant Options to Participants as incentives or rewards for their contribution to the Group.

3.02 Subject to the fulfillment of the conditions set out in paragraph 2 above and paragraph 14, this Scheme shall be valid and effective for a period of ten (10) years commencing on the Adoption Date, after which period no further Options will be offered or granted but the provisions of this Scheme shall remain in full force and effect in all other respects.

3.03 This Scheme shall be subject to the administration of the Board whose decision (save as otherwise provided herein) shall be final and binding on all parties. The Board shall, subject to the rules of this Scheme and the Listing Rules, have the right (i) to interpret and construe the provisions of this Scheme, (ii) to determine the basis of eligibility of the persons who will be awarded Options under this Scheme, and the number and the Exercise Price, (iii) to make appropriate and equitable adjustments to the terms of the 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.

3.04 No member of the Board shall be personally liable by reason of any contract or other instrument executed by such member or on his or her behalf in his or her capacity as a member 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 to whom any duty or power relating to the administration or interpretation of this Scheme may be allocated or delegated, against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with this Scheme unless arising out of such person's own fraud or bad faith.

4. GRANT OF OPTIONS

4.01 On and subject to the terms of this Scheme, the Board shall be entitled at any time within ten (10) years after the Adoption Date and subject to such conditions as the Board may think fit make an Offer to any Participant as the Board may in its absolute discretion select to subscribe for such number of Shares as the Board may determine at the Exercise Price.

4.02 An Offer shall be made to a Participant by letter in such form as the Board may from time to time determine requiring the Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of this Scheme and shall remain open for acceptance by the Participant to whom an Offer is made for a period of twenty-one (21) days from the Offer Date, provided that no such Offer shall be opened for acceptance after the tenth (10th) anniversary of the Adoption Date or after this Scheme has been terminated in accordance with the provisions hereof.

Such letter containing the Offer should state, among other things:

- (i) the Participant's name and position;
- (ii) the date before which the Offer must be accepted;
- (iii) the Option Period in respect of which the offer is made;
- (iv) the number of Shares in respect of which the Option is offered;
- (v) the Exercise Price and the manner of payment of the Exercise Price for the Shares on and in consequence of the exercise of the Option;
- (vi) the performance target(s) (if any) that must be attained by the Participant before any Options can be exercised;
- (vii) the method of exercise of the Option which shall, unless the Board otherwise determines, be as set out in paragraph 6.03 below; and
- (viii) such other terms and conditions relating to the offer of the Option which in the opinion of the Board are fair and reasonable but not being inconsistent with the rules and procedures applicable to this Scheme.

4.03 An Offer 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 duplicate 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 by way of consideration for the grant thereof, is received by the Company. Such remittance shall in no circumstances be refundable.

4.04 Any Offer may be accepted in respect of less than the number of Shares for 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 the Offer is not

accepted within twenty-one (21) days in the manner indicated in paragraph 4.03, it will be deemed to have been irrevocably declined.

4.05 An Offer must not be made after inside information has come to the knowledge of the Company until (and including) the trading day after the inside information has been announced pursuant to the requirements of the Listing Rules. In particular, no option may be granted during the period of one (1) month immediately preceding the earlier of:

- (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's interim or annual results; and
- (ii) the deadline for the Company to publish announcement of its results for any year or half-year under the Listing Rules,

and ending on the date of the results announcement.

4.06 (i) Any Offer proposed to be made to a Director, chief executive or substantial shareholder of the Company, or any of their respective Associates must be approved by all independent non-executive Directors (excluding an independent non-executive Director who is a prospective Grantee in question).

(ii) The total number of Shares issued and to be issued upon exercise of the Options granted and to be granted to each Participant or Grantee (including exercised, cancelled and outstanding Options) in any 12-month period up to and including the relevant Offer Date shall not exceed 1% of the Shares in issue for the time being (the "Individual Limit"). Any further grant of Options in excess of the Individual Limit must be subject to Shareholders' approval at general meeting with such Participant or Grantee and his or her Close Associates (or his or her Associates if the Participant is a Connected Person) abstaining from voting. The Company must send a circular to the Shareholders containing the information required under the Listing Rules. The number and terms (including the Exercise Price) of the Options to be granted to such Participant or Grantee must be fixed before the date of the Shareholders' meeting for approving such Offer and the date of the Board meeting for proposing such Offer should be taken as the relevant date for the purpose of calculating the Exercise Price.

(iii) Where it is proposed that any Offer is to be made to a substantial Shareholder or an independent non-executive Director or any of their respective Associates which would result in the total number of Shares issued and to be issued upon exercise of all Options already granted and to be granted (including exercised, cancelled and outstanding Options) to such person in the 12-month period up to and including the

relevant Offer Date:

- (a) representing in aggregate over 0.1% of the Shares in issue for the time being; and
- (b) having an aggregate value, based on the closing price of the Shares at the relevant Offer Date, in excess of HK\$5 million,

then such Offer and any acceptance thereof must be subject to approval of the Shareholders at general meeting taken on a poll. The Company must send a circular to the Shareholders containing the information required under the Listing Rules. The Grantee, his or her Associates and all Core Connected Persons of the Company must abstain from voting, except that any Core Connected Person may vote against the relevant resolution at the general meeting provided that his or her or its intention to do so has been stated in the aforesaid circular. In addition, approval by the Shareholders as described above will be required for any change in the terms of Options granted to a Grantee who is a substantial Shareholder, an independent non-executive Director or any of their respective Associates.

- (iv) The circular must contain the following information:
 - (a) details of the number and terms (including the Exercise Price) of the Options to be granted to each such Participant or Grantee, which must be fixed before the date of the Shareholders' meeting for approving such Offer and the date of the Board meeting for proposing such Offer should be taken as the relevant date for the purpose of calculating the Exercise Price;
 - (b) a recommendation from the independent non-executive Directors (excluding any independent non-executive Director who is a prospective Grantee in question) as to voting; and
 - (c) the information and the disclaimer required under the Listing Rules.
- (v) For the avoidance of doubt, the requirements for the granting of Options to a Director or chief executive of the Company set out above do not apply where the Participant is only a proposed Director or chief executive of the Company.

5. EXERCISE PRICE

The Exercise Price shall be a price determined by the Board at its absolute discretion and notified to a Participant and shall be no less than the highest of:

- (i) the closing price of the Shares as stated in the daily quotations sheet issued by the Stock Exchange on the Offer Date;
- (ii) the average closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five (5) Business Days immediately preceding the Offer Date; and
- (iii) the nominal value of the Share on the Offer Date.

6. EXERCISE OF OPTION

- 6.01 An Option shall be personal to the Grantee and shall not be transferable or assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any Option.
- 6.02 An Option may be exercised in whole or in part in the manner as set out in paragraph 6.03 by the Grantee (or his or her personal representatives) 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 aggregate amount of the Exercise Price multiplied by the number of Shares in respect of which the notice is given. Within ten (10) Business Days after receipt of the notice and, where appropriate, receipt of the certificate of the Company's independent financial adviser or the auditors pursuant to paragraph 10, the Company shall allot and issue the relevant Shares to the Grantee (or his or her personal representatives) credited as fully paid and shall instruct the Hong Kong branch share registrar of the Company to issue to the Grantee (or his or her personal representatives) a share certificate in respect of the Shares so allotted. When the date of exercise of the Option falls on a date 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.
- 6.03 Unless otherwise determined by the Board and specified in the offer letter, the Grantee is not required to achieve any performance targets. Subject as hereinafter provided, the Option may be exercised by the Grantee at any time during the Option Period. The Board may impose restrictions on the exercise of an Option during the Option Period including, if applicable, a minimum period for which all or part of an Option may be exercised and performance targets which must be achieved before the Option can be exercised, provided that:

- (i) if the Grantee, who is an Eligible Employee, ceases to be an Eligible Employee for any reason other than on his or her death or the termination of his or her employment on one or more of the grounds specified in paragraph 7(v), the Grantee may exercise the Option at any time within the period of three (3) months following the date of such cessation up to his or her entitlement at the date of cessation (to the extent not already exercised), which date shall be the last actual working day with the Company or the relevant Subsidiaries whether salary is paid in lieu of notice or not;
- (ii) if the Grantee, who is an Eligible Employee, ceases to be an Eligible Employee by reason of his or her death before exercising the Option in full and none of the events which would be a ground for termination of his or her employment under paragraph 7(v) arises, the personal representative(s) of the Grantee shall be entitled within a period of twelve (12) months from the date of death to exercise the Option up to the entitlement of such Grantee as at the date of death (to the extent not already exercised);
- (iii) if a general offer by way of takeover (other than by way of scheme of arrangement pursuant to sub-paragraph (iv) below) is made to all the holders of Shares (or all such holders other than the offeror, any person controlled by the offeror and any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, the Grantee (or, where appropriate, his or her legal personal representatives) shall be entitled to exercise the Option in full (to the extent not already exercised even though the Option Period has not come into effect during the occurrence of the general offer) at any time within one (1) month of the notice given by any offeror to acquire the remaining Shares;
- (iv) if a general offer by way of scheme of arrangement is made to all the holders of Shares with this Scheme having been approved by the necessary number of holders of Shares at the requisite meetings, the Grantee (or his or her personal representatives) may thereafter (but before such time as shall be notified by the Company) exercise the Option (to the extent not already exercised) to its full extent or to the extent specified in such notice;
- (v) in the event a notice is given by the Company to the Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall forthwith give notice thereof to the Grantee and the Grantee (or his or her legal personal

representatives) may by notice in writing to the Company (such notice to be received by the Company not later than four (4) Business Days prior to the proposed general meeting) exercise the Option (to the extent not already exercised) either to its full extent or to the extent specified in such notice 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 general meeting, allot and issue such number of Shares to the Grantee which falls to be issued on such exercise; and

- (vi) other than a scheme of arrangement contemplated in sub-paragraph (iv) above, in the event of a compromise or arrangement between the Company and its members or creditors being proposed in connection with the scheme for the reconstruction or amalgamation of the Company, the Company shall give notice thereof to all Grantees on the same day as it gives notice of the meeting to its members or creditors to consider such a scheme or arrangement and the Grantee (or his or her personal representatives) may by notice in writing to the Company accompanied by the remittance for the Exercise Price in respect of the relevant Option (such notice to be received by the Company not later than four (4) Business Days prior to the proposed meeting) exercise the Option (to the extent not already exercised) either to its full extent or to the extent specified in such notice, 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 and issue such number of Shares to the Grantee which falls to be issued on such exercise credited as fully paid and registered the Grantee as holder thereof.

- 6.04 The Share to be allotted and issued upon the exercise of an Option will be subject to all the provisions of the memorandum and articles of association of the Company for the time being in force and will rank *pari passu* with the fully paid Shares in issue as from the date when the name of 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 Grantee is registered on the register of members of the Company.

7. LAPSE OF OPTION

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

- (i) subject to paragraphs 3.01 and 14, the expiry of the Option Period;

- (ii) the expiry of the periods referred to in paragraphs 6.03(i), (ii) or (v);
- (iii) the expiry of the period referred to in paragraph 6.03(iii) provided that if any court of competent jurisdiction makes an order the effect of which is to prevent the offeror from acquiring Shares in the offer, the relevant period within which the Option may be exercised shall not begin to run until the discharge of the order in question or unless the offer lapses or is withdrawn before that date;
- (iv) subject to the scheme of arrangement becoming effective, the expiry of the period referred to in paragraph 6.03(iv);
- (v) the date on which the Grantee, who is an Eligible Employee, ceases to be an Eligible Employee by reason of the termination of his or her employment on the grounds that he or she has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect being able to pay debts or has become insolvent or has made any arrangement or composition with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty or on any ground on which an employer would be entitled to terminate his or her employment at common law or pursuant to any applicable laws or under the Grantee's service contract with the Company or the relevant Subsidiaries. A resolution of the Board or the board of directors of the relevant Subsidiaries to the effect that the employment of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph 7(v) shall be conclusive;
- (vi) the date of the commencement of the winding-up of the Company;
- (vii) the date on which the Grantee commits a breach of paragraph 6.01; or
- (viii) the date on which the Grantee commits a breach of any terms or conditions attached to the grant of the Option, unless otherwise resolved to the contrary by the Board.

8. CANCELLATION

Any cancellation of any Option which has been duly granted in accordance with this Scheme and has neither lapsed nor been exercised in full shall be conditional upon the approval of the Board and the Grantee concerned. In the event that the Board elects to cancel the Options of the Grantee which have been granted and have neither lapsed nor been exercised in full and issue new Options to the same Grantee, the issue of such new

Options shall be made with available unissued Options (excluding the cancelled Options) within the Scheme Mandate Limit or the Refreshed Limit (as defined in paragraph 9.01), as the case may be.

9. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION

- 9.01
- (i) The overall limit on the number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under this Scheme and any other share option scheme of the Company must not exceed 30% of the Shares in issue from time to time.
 - (ii) Subject to sub-paragraph (i) above, the total number of Shares available for issue under Options which may be granted under this Scheme and any other share option scheme of the Company must not, exceed 10% of the Shares in issue on the Adoption Date, unless Shareholders' approval has been obtained pursuant to sub-paragraphs (iii) and (iv) below. Options lapsed in accordance with the terms of this Scheme will not be counted for the purpose of calculating the Scheme Mandate Limit.
 - (iii) Subject to sub-paragraph (i) above, the Company may refresh the Scheme Mandate Limit at any time subject to Shareholders' approval at general meeting. However, the Scheme Mandate Limit as refreshed must not exceed 10% of the Shares in issue as at the date of the aforesaid Shareholders' approval (the "Refreshed Limit"). Options previously granted under this Scheme and any other share option scheme of the Company (including those outstanding, cancelled, lapsed in accordance with such schemes or exercised Options) will not be counted for the purpose of calculating the Refreshed Limit. The Company must send a circular to the Shareholders containing such information required under the Listing Rules.
 - (iv) Subject to sub-paragraph (i) above, the Company may also seek separate Shareholders' approval at general meeting for granting Options beyond the Scheme Mandate Limit provided that the Options in excess of the Scheme Mandate Limit are granted only to Participants specifically identified by the Company before such approval is sought. The Company must send a circular to the Shareholders containing the information required under the Listing Rules.
- 9.02 Subject to the provisions of paragraph 10 below, the maximum number of Shares referred to in paragraph 4.06 will be adjusted, in such manner as the Company's independent financial adviser or the auditors (acting as experts and not as arbitrators) shall certify to be in their opinion to have satisfied the requirements under the Listing Rules and the note thereto, in the event of any alteration in the capital structure of the Company whether by

way of capitalisation issue, rights issue, sub-division or consolidation of the Shares or reduction of the share capital of the Company or otherwise howsoever.

10. REORGANIZATION OF CAPITAL STRUCTURE

In the event of any alteration in the capital structure of the Company by way of capitalisation issue, right issue, sub-division or consolidation of the Shares or reduction of the share capital of the Company, whilst any Option remains exercisable, other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company or any Subsidiaries is a party, such corresponding alterations (if any) shall be made to:

- (i) the number or nominal amount of Shares subject to this Scheme and outstanding Options so far as unexercised; and/or
- (ii) the Exercise Price; and/or
- (iii) the method of exercise of the Option,

or any combination thereof, as the Company's independent financial adviser or the auditors shall certify in writing to the Board (except in the case of a capitalisation issue where no such certification is required), either generally or as regard any particular Grantee, to be in their opinion to have satisfied the requirements that such adjustments give a Grantee the same proportion of the equity capital as that to which that person was previously entitled but that no such adjustments shall be made the effect of which would be to enable a Share to be issued at less than its nominal value. The capacity of the Company's independent financial adviser or the auditors in this paragraph is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees. The costs of the Company's independent financial adviser or auditors shall be borne by the Company.

11. SHARE CAPITAL

- 11.01 The exercise of any Option shall be subject to the Shareholders at general meeting approving any necessary increase in the authorised share capital of the Company. Subject thereto, the Board shall make available sufficient authorised but unissued share capital of the Company to meet subsisting requirements on the exercise of Options.

11.02 The Options do not carry any right to vote at general meeting of the Company, or any right to dividend, or any other rights whether or not arising on the liquidation of the Company.

12. DISPUTES

Any dispute arising in connection with the Scheme (whether as to the number of Shares the subject of an Option, the amount of the Exercise Price, or otherwise) shall be referred to the decision of the Company's independent financial adviser or the auditors who shall act as experts and not as arbitrators and whose decision shall be final and binding.

13. ALTERNATION OF THE SCHEME

This Scheme may be altered in any respect by resolution of the Board except that the provisions of this Scheme as to:

- (i) the definitions of "Participant", "Grantee" and "Option Period"; and
- (ii) the provisions of paragraphs 3.01, 3.02, 4, 5, 6, 7, 9, 10, this paragraph 13 and paragraph 14,

shall not be altered to the advantage of Grantees or prospective Grantees except with the prior sanction of a resolution of the Company at general meeting (with all Grantees, prospective Grantees and their respective Associates abstaining from voting), provided that no such alteration shall operate to affect adversely the terms of issue of any Option granted or agreed to be granted prior to such alteration except with the consent or sanction of such majority of the Grantees as would be required of the Shareholders under the Articles of Association for the time being of the Company for a variation of the rights attached to the Shares and provided further that any alteration to the terms and conditions of this Scheme which are of a material nature or any change to the terms of Options granted must be approved by the Shareholders at a general meeting, except where such alterations take effect automatically under the existing terms of this Scheme. Any change to the authority of the Board in relation to any alteration to the terms of this Scheme must be approved by the Shareholders at a general meeting. The amended terms of the Scheme or the Options to be granted thereunder must still comply with the relevant requirements of the Listing Rules.

14. TERMINATION

The Company by ordinary resolution at general meeting or the Board may at any time terminate the operation of this Scheme and in such event no further Options will be offered or granted but in all other respects the provisions of this Scheme shall remain in full force and effect. Options complying with the provisions of the Listing Rules which are granted during the life of this Scheme and remain unexpired immediately prior to the termination of the operation of this Scheme shall continue to be exercisable in accordance with their terms of issue after the termination of this Scheme.

15. MISCELLANEOUS

15.01 This Scheme shall not form part of any contract of employment between the Company or any Subsidiaries and any Eligible Employee, and the rights and obligations of any Eligible Employee under the terms of his or her office or employment shall not be affected by his or her participation in this Scheme or any right which he or she may have to participate in it and this Scheme shall afford such Eligible Employee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.

15.02 This Scheme shall not confer on any person any legal or equitable right (other than those rights constituting the Options themselves) against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company.

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

15.04 A Grantee shall be entitled to receive copies of all notices and other documents sent by the Company to holders of Shares generally.

15.05 Any notice or other communication between the Company and a Grantee shall be in writing and may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its principal place of business for the time being in Hong Kong or such other address as notified to the Grantee from time to time and, in the case of the Grantee, his or her address in Hong Kong as notified to the Company from time to time.

15.06 Any notice or other communication served by post:

- (i) by the Company shall be deemed to have been served twenty-four (24) hours after the same was put in the post; and

(ii) by the Grantee shall not be deemed to have been received until the same shall have been received by the Company.

- 15.07 All allotments and issues of Shares will be subject to all necessary consents under any relevant legislation for the time being in force in Hong Kong and the Cayman Islands, and a Grantee shall be responsible for obtaining any governmental or other official consent or approval that may be required by any country or jurisdiction in order to permit the grant or exercise of the Option and/or the subscription or holding of Shares which fall to be issued upon exercise of Option. The Company shall not be responsible for any failure by a Grantee to obtain any such consent or approval or for any tax or other liability to which a Grantee may become subject as a result of his or her participation in this Scheme.
- 15.08 The Board shall have the power to make or vary regulations for the administration and operation of this Scheme, provided that the same are not inconsistent with the provisions of this Scheme.
- 15.09 This Scheme and all Options granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.

****End of this Scheme****