

RULES

OF

CIG SHANGHAI CO., LTD. (上海劍橋科技股份有限公司)

THE H SHARE RESTRICTED SHARE INCENTIVE SCHEME

Adopted on [April 28, 2026]

1. PURPOSES AND OBJECTIVES

- (i) To establish and improve the Company's long-term incentive mechanism, with a special focus on the Group's overseas employees and service providers, to attract and retain outstanding international talent; and
- (ii) to fully motivate the Company's overseas employees and service providers, attract more high-quality international talents, and effectively align the long-term interests of Shareholders, the Company, and the Group's employees and service providers, with a view to accelerating the Company's international expansion and promoting its long-term development.

2. DEFINITIONS

In these Scheme Rules, except where the context otherwise requires, the following expressions shall have the following meanings:

“A Share(s)”	the ordinary Share(s) of the Company with a par value of RMB1.00 each, listed on the Shanghai Stock Exchange (stock code: 603083), and traded in RMB
“Actual Selling Price”	an amount that is equal to the actual price at which the Incentive Shares are sold (net of brokerage, Hong Kong Stock Exchange trading fee, SFC transaction levy, AFRC transaction levy and any other applicable costs) on vesting of an Incentive Share to the Scheme or in the case of a vesting when there is an event of change in control or privatisation of the Company pursuant to Rule 10, the consideration receivable under the related scheme or offer
“Adoption Date”	[April 28, 2026], being the date on which the H Share Restricted Share Incentive Scheme by a resolution of the Company at its general meeting
“AFRC”	the Accounting and Financial Reporting Council
“Articles of Association”	the articles of association of the Company, as may be amended and/or restated from time to time
“associates”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of directors of the Company
“Business Day”	the days, excluding Saturdays, Sundays or public holidays, on which the Hong Kong Stock Exchange is open for trading and banks in Hong Kong are open for business

“Company”	CIG SHANGHAI CO., LTD. (上海劍橋科技股份有限公司), a joint stock company incorporated in the PRC, the H Shares of which are listed on the Hong Kong Stock Exchange (stock code: 6166) and the A Shares of which are listed on the SSE (stock code: 603083)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	director(s) of the Company
“Eligible Participant(s)”	the Employee Participants and Service Provider Participants, who are eligible to participate in the Scheme as determined by the Board and/or its delegatee at its sole and absolute discretion, but excluding any Excluded Participants
“Employee Participant(s)”	(a) any director (excluding independent non-executive directors) and employee (whether full-time or part-time) of any members of the Group who is not a national of Chinese Mainland; and (b) any director (excluding independent non-executive directors) and employee (whether full-time or part-time) of any members of the Group incorporated or established in countries or regions outside Chinese Mainland
“Excluded Participant(s)”	any persons or entities who, according to the laws or regulations of their place of residence, are not permitted to be granted Incentive Shares and/or to vest and transfer the Incentive Shares pursuant to the Scheme Rules, or whom the Board deems necessary or appropriate to exclude for compliance with applicable laws or regulations in such places
“Grant Date”	the date (which shall be a Business Day) on which the grant of Incentive Shares is made to an Eligible Participant
“Grant Instrument”	has the meaning ascribed to it under the Scheme Rules. Upon the Board’s determination to grant the Incentive Shares to any Selected Participants, the Board shall facilitate the Company and the Eligible Participants to execute a written instrument setting out the details of the Incentive Shares granted and the conditions for the grant of such Incentive Shares
“Group”	the Company and its subsidiaries

“H Share Restricted Share Incentive Scheme”	the H Share Restricted Share Incentive Scheme adopted by the Company in accordance with these Scheme Rules, as amended from time to time
“H Share(s)”	the ordinary Share(s) of the Company with a par value of RMB1.00 each, listed on the Main Board of the Hong Kong Stock Exchange (stock code: 6166)
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Incentive Share(s)”	in respect of a Selected Participant under the H Share Restricted Share Incentive Scheme, such number of H Shares as granted to him/her by the Board
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“PRC”	the People’s Republic of China
“Purchase Price”	the consideration determined at the sole and absolute discretion of the Board payable by a Selected Participant to the Company for acceptance of the Incentive Shares
“Related Income”	all cash income derived from the vested Incentive Shares (i.e., cash dividends or other distributions declared and paid on the Incentive Shares) excluding any interest earned on such cash income and held on trust for the benefit of the Selected Participant, notwithstanding whether such vested Incentive Shares have been transferred to the Selected Participant
“Relevant Scheme(s)”	the H Share Restricted Share Incentive Scheme together with any other share schemes involving the issue of new Shares adopted/to be adopted by the Company from time to time
“RMB”	Renminbi, the lawful currency of the PRC
“Scheme Administrator”	has the meaning as set out in Rule 7
“Scheme Mandate Limit”	has the meaning as set out in Rule 11

“Scheme Rules”	the rules set out herein relating to the H Share Restricted Share Incentive Scheme as amended from time to time
“Selected Participant(s)”	Eligible Participant(s) (or their legal personal representatives or legal heirs, as the case may be) selected by the Board pursuant to the Scheme Rules for participation in the H Share Restricted Share Incentive Scheme
“Service Provider Participant(s)”	any service provider engaged by the Group and located in countries and regions outside Chinese Mainland who provides services to the Group on a continuing and recurring basis in the ordinary course of business of the Group which are in the interests of the long-term growth of the Group
“Service Provider Sublimit”	has the meaning as set out in Rule 11
“SFC”	the Securities and Futures Commission of Hong Kong
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	the ordinary share(s) of the Company with a par value of RMB1.00 each, including A Shares and H Shares
“Shareholder(s)”	holder(s) of the Share(s)
“subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules
“substantial Shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Taxes”	has the meaning as set out in Rule 8(8)
“Treasury Share(s)”	has the meaning ascribed to it under the Listing Rules
“Vesting Date”	the date on which the rights of the Incentive Share(s) are vested in such Selected Participant pursuant to the Scheme Rules

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

References to statutes, statutory provisions or the Listing Rules shall be construed as references to those statutes, provisions or rules as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the Adoption Date).

3. SOURCE OF THE INCENTIVE SHARES AND PURCHASE PRICE

The source of the Incentive Shares is the ordinary H Shares issued by the Company and Treasury Shares (if any).

The Board may in its absolute discretion determine whether to require the Selected Participants to pay any Purchase Price for obtaining the Incentive Shares and, if so required, determine the amount of the Purchase Price after taking into account (i) the practices of comparable companies, (ii) other granting or vesting terms such as the number of Shares concerned, and the remuneration packages of the Selected Participants, and (iii) the effectiveness of the H Share Restricted Share Incentive Scheme in attracting talents and motivating the Selected Participants to contribute to the long-term development of the Group. For the avoidance of doubt the Board may determine the Purchase Price to be at nil consideration.

4. LIFE OF SCHEME

Except for early termination as determined by the Board pursuant to the Scheme Rules, the H Share Restricted Share Incentive Scheme is valid for a period of ten (10) years starting from the Adoption Date and no further Incentive Shares will be granted under the H Share Restricted Share Incentive Scheme thereafter.

5. ELIGIBLE PARTICIPANTS

Eligible Participants as determined by the Board from time to time shall be eligible to participate in the H Share Restricted Share Incentive Scheme and shall comprise the following two categories:

- (i) **Employee Participant(s)**: including (a) any director (excluding independent non-executive directors) and employee (whether full-time or part-time) of any members of the Group who is not a national of Chinese Mainland; and (b) any director (excluding independent non-executive directors) and employee (whether full-time or part-time) of any members of the Group incorporated or established in countries or regions outside Chinese Mainland; and
- (ii) **Service Provider Participant(s)**: including any service provider engaged by the Group and located in countries and regions outside Chinese Mainland who provides services to the Group's connectivity and data transmission business (designing, developing and selling related products, including broadband, wireless, and photonics products, and other related technologies and

products) on a continuing and recurring basis in the ordinary course of business of the Group which are in the interests of the long-term growth of the Group, and falls into any of the following categories:

- ***Market development service providers***

They primarily undertake the market development and customer acquisition responsibilities on behalf of the Company in connectivity and data transmission sectors. Their scope of services include, but are not limited to, (i) formulating and executing regional or industry-specific market entry strategies; (ii) identifying potential clients and business collaboration opportunities to convert leads; (iii) maintaining relationships with key clients, and assisting in sales negotiations and contract signings; (iv) gathering market dynamics, competitive intelligence, and customer feedback to support the optimization of the Group's product positioning and marketing strategies; (v) assisting and supporting the timely delivery of the Group's products and business, thereby facilitating the realization of revenue; and (vi) enhancing the Group's brand promotion and market influence.

- ***Technology and R&D service providers***

They serve as an extension of the Group's core technological capabilities, offering specialized and customized technology development and R&D support. Their scope of services include, but are not limited to, (i) participation in the functional design, system architecture, and software development of the Group's core products and platforms; (ii) provision of R&D services in advanced technology domains such as artificial intelligence, big data analytics, and cloud computing; (iii) supporting product iteration, system maintenance, performance optimization, and compliance-related technical enhancements; (iv) assisting with intellectual property strategy, technical documentation, and the standardization of R&D processes; and (v) close collaboration with the Group's internal engineering teams using agile development frameworks to ensure timely delivery and high-quality outputs.

In determining the eligibility of participants, the Board will take into consideration matters including, but not limited to, (i) the Group's overall business objectives, development plans and compensation strategy; (ii) the scope of the participant's responsibilities and their contribution to the Group's broader business and strategy; (iii) the participant's personal performance and future development potential. Specifically,

- (i) with respect to Employee Participants, (i) their general working performance; (ii) their time commitment; (iii) their length of service within the Group; (iv) their work experience and responsibilities; and (v) the employment conditions with reference to the prevailing market practice and industry standards; and
- (ii) with respect to Service Provider Participants, (i) the scale or recurring nature of dependency on such services; (ii) the materiality and nature of business relationship (for example, the importance to the Group's core business and strategy, the benefits and strategic value which could be brought and/or attributable to the relevant collaboration (including, the profit and revenue expected to be attributable to such collaboration), the business opportunities and external connection the Group could potentially obtain, the expenses in establishing and maintaining collaboration, and the contract value); (iii) the market norms and industry practices; and (iv) the actual or potential contribution (including but not limited to of support, assistance, guidance, advice and efforts) towards the long-term development and success of the Group.

6. EXCLUDED PARTICIPANTS

Excluded Participants are any persons or entities who, according to the laws or regulations of their place of residence, are not permitted to be granted Incentive Shares and/or to vest and transfer the Incentive Shares pursuant to the Scheme Rules, or whom the Board deems necessary or appropriate to exclude for compliance with applicable laws or regulations in such places.

7. ADMINISTRATION

The H Share Restricted Share Incentive Scheme shall be subject to the administration of the Board in accordance with the Scheme Rules. The decision of the Board with respect to any matters arising under the H Share Restricted Share Incentive Scheme (including the interpretation of any provision) shall be final and binding. Resolutions of the Board shall be ordinary resolutions and shall be effective upon passing by a majority of the Board. Without prejudice to the foregoing and as permitted under the Listing Rules and other applicable laws and regulations, the Board may resolve to delegate any or all of the Board's rights and duties to another committee of the Board or management committee or to one or more officers of the Company in accordance with the rules of the H Share Restricted Share Incentive Scheme (the "**Scheme Administrator**").

8. OPERATION OF THE SCHEME

(1) Granting of Incentive Shares to Selected Participants

Pursuant to the H Share Restricted Share Incentive Scheme, the Board may from time to time, in its absolute discretion, select any Eligible Participant as the Selected Participant to participate in the H Share Restricted Share Incentive Scheme and grant Incentive Shares to any Selected Participant pursuant to such consideration and relevant terms and conditions as determined by the Board in its absolute discretion.

In determining the grant of Incentive Shares to any Selected Participant, the Board shall take into consideration matters including, but not limited to:

- (a) the present contribution and expected contribution of the relevant Selected Participant to the profits of the Group;
- (b) the general financial condition of the Group;
- (c) the Group's overall business objectives and future development plan; and
- (d) any other matter which the Board considers relevant.

The Board shall be entitled to impose any conditions it considers appropriate in relation to the vesting of the Incentive Shares in the Selected Participants in its sole and absolute discretion (subject to the Scheme Rules, the vesting period of the Incentive Shares shall not be less than 12 months) and shall notify such Selected Participants of the relevant conditions of the Incentive Shares.

After the Board has decided to make a grant of Incentive Shares to any Eligible Participant, the Board shall procure the Company and the Eligible Participant to execute a written instrument which sets out details of the Incentive Shares so granted and the conditions (if any, including but not limited to such performance targets as the Board may determine from time to time) upon which such Incentive Shares were granted. Upon the due execution of the Grant Instrument by the Company and the relevant Eligible Participant and payment of the Purchase Price by the relevant Eligible Participant to the Company, the Incentive Shares are considered as having been granted to and accepted by the Eligible Participant, who shall become the Selected Participant. Subject to any adjustment that may be made pursuant to section "Takeover, Rights Issue, Open Offer, Scrip Dividend Scheme", the number of Incentive Shares specified in the Grant Instrument shall constitute the definitive number of Incentive Shares being granted to such Selected Participant.

If an Eligible Participant fails to execute the Grant Instrument within ten (10) Business Days after the Grant Date, the relevant Incentive Shares shall be considered as having never been granted to such Eligible Participant. Such

Eligible Participant shall have no right or claim against the Company, any other member of the Group, the Board or with respect to those or any other H Shares or any right thereto or interest therein in any way.

(2) Granting of Incentive Shares to Employee Participants who are not Directors, Chief Executives of the Company, Substantial Shareholders or any of Their Respective Associates

Subject to any waiver or ruling granted by the Stock Exchange, where any grant of the Incentive Shares to any Employee Participant who are not Directors, chief executives of the Company, substantial Shareholders or any of their respective associates, would result in the Shares issued and to be issued in respect of all options and awards granted (excluding any option or award lapsed in accordance with the terms of the Relevant Schemes) to such proposed Selected Participant in the 12-month period up to and including the date of such grant, representing in aggregate over 1% of the total number of issued Shares of the Company (excluding Treasury Shares), such further grant of Incentive Shares will not be effective unless:

- (a) the grant has been duly approved, in the manner prescribed by the relevant provisions of Chapter 17 of the Listing Rules, by the Shareholders of the Company in Shareholders' General Meeting/Shareholders' meeting, at which the proposed Selected Participant and his/her close associates (or associates if the Selected Participant is a connected person of the Company) abstained from voting in favour of the relevant resolution granting the approval;
- (b) a circular containing the details of the grant of the Incentive Shares has been sent to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules; and
- (c) the number and terms of such Incentive Shares are fixed before the Shareholders' General Meeting/Shareholders' meeting of the Company at which the same are approved.

(3) Granting of Incentive Shares to Employee Participants who are Directors, Chief Executives of the Company, Substantial Shareholders or any of Their Respective Associates

(A) Subject to any waiver or ruling granted by the Stock Exchange, any grant of Incentive Shares to a Director, chief executive or any substantial Shareholder of the Company, or any of their respective associates shall be valid only upon approval by the independent non-executive Directors of the Company.

- (B) Subject to any waiver or ruling granted by the Stock Exchange, where any grant of the Incentive Shares to an Employee Participant who is a Director, chief executive of the Company, or any of their respective associates, would result in the Shares issued and to be issued in respect of all awards granted (excluding any award lapsed in accordance with the terms of the Relevant Schemes) to such proposed Selected Participant in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the total number of issued Shares of the Company (excluding Treasury Shares), such further grant of Incentive Shares will not be effective unless:
- (a) the grant has been duly approved, in the manner prescribed by the relevant provisions of Chapter 17 of the Listing Rules, by the Shareholders of the Company in Shareholders' General Meeting/Shareholders' meeting, at which the proposed Selected Participant, his/her associates and all core connected persons of the Company abstained from voting in favour of the relevant resolution granting the approval;
 - (b) a circular containing the details of the grant of the Incentive Shares has been sent to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules (including but not limited to, the views of the independent non-executive Directors of the Company as to whether the terms of the grant of the Incentive Shares are fair and reasonable and whether such grant of Incentive Shares is in the interests of the Company and Shareholders as a whole, and their recommendation to the independent Shareholders as to voting); and
 - (c) the number and terms of such Incentive Shares are fixed before the Shareholders' General Meeting/Shareholders' meeting of the Company at which the same are approved.
- (C) Subject to any waiver or ruling granted by the Stock Exchange, where any grant of the Incentive Shares to an Employee Participant who is a substantial Shareholder of the Company, or any of their respective associates, would result in the Shares issued and to be issued in respect of all options and awards granted (excluding any option or award lapsed in accordance with the terms of the Relevant Schemes) to such proposed

Selected Participant in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the total number of issued Shares of the Company (excluding Treasury Shares), such further grant of Incentive Shares will not be effective unless:

- (a) the grant has been duly approved, in the manner prescribed by the relevant provisions of Chapter 17 of the Listing Rules, by the Shareholders of the Company in Shareholders' General Meeting/Shareholders' meeting, at which the proposed Selected Participant, his/her associates and all core connected persons of the Company abstained from voting in favour of the relevant resolution granting the approval;
- (b) a circular containing the details of the grant of the Incentive Shares has been sent to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules (including but not limited to, the views of the independent non-executive Directors as to whether the terms of the grant of the Incentive Shares are fair and reasonable and whether such grant of the Incentive Shares is in the interests of the Company and Shareholders as a whole, and their recommendation to the independent Shareholders as to voting); and
- (c) the number and terms of such Incentive Shares are fixed before the Shareholders' General Meeting/Shareholders' meeting of the Company at which the same are approved.

(4) Granting of Incentive Shares to Service Providers Participants

Subject to any waiver or ruling granted by the Stock Exchange, where any grant of the Incentive Shares to any Service Provider Participant would result in the Shares issued and to be issued in respect of all awards granted (excluding any award lapsed in accordance with the terms of the Relevant Schemes) to such proposed Selected Participant in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the total number of issued Shares of the Company (excluding Treasury Shares), such further grant of Incentive Shares will not be effective unless:

- (a) the grant has been duly approved, in the manner prescribed by the relevant provisions of Chapter 17 of the Listing Rules, by the Shareholders of the Company in Shareholders' General Meeting/Shareholders' meeting, at which the proposed Selected Participant, his/her close associates (or associates if the Selected Participant is a connected person of the Company) abstained from voting in favour of the relevant resolution granting the approval;

- (b) a circular containing the details of the grant of the Incentive Shares has been sent to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules; and
 - (c) the number and terms of such Incentive Shares are fixed before the Shareholders' General Meeting/Shareholders' meeting of the Company at which the same are approved.
- (5) Subject to any waiver or ruling granted by the Stock Exchange, where any change is to be made to the terms of any Incentive Shares granted to a Director, chief executive or any substantial Shareholder of the Company, or any of their respective associates, and:
- (a) such grant of Incentive Shares has been approved in accordance with the Scheme Rules; or
 - (b) (where the grant was not subject to above Paragraphs 8(3)(A) to (C)) as a result of such proposed change, such proposed change in the terms will result in the grant of the Incentive Shares to be subject to above Paragraphs 8(3)(A) to (C),

such change shall not be valid unless:

- (x) the change has been duly approved, in the manner prescribed by the relevant provisions of Chapter 17 of the Listing Rules, by the Shareholders of the Company in Shareholders' General Meeting/Shareholders' meeting, at which such Selected Participant, his/her associates and all core connected persons of the Company abstained from voting in favour of the relevant resolution granting the approval; and
 - (y) a circular regarding the change has been sent to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules (including but not limited to, the views of the independent non-executive Directors as to whether the change is fair and reasonable and whether such change is in the interests of the Company and Shareholders as a whole, and their recommendation to the independent Shareholders as to voting).
- (6) In the cases referred to in above Paragraphs 8(2), 8(3) and 8(4), where an Incentive Share has not been approved by the Shareholders of the Company in Shareholders' General Meeting/Shareholders' meeting and/or the independent non-executive Directors (as the case may be), the Purchase Price (if any) paid by the Eligible Participant relating to such Incentive Shares shall be refunded (without interest) by the Company.

(7) The above requirements for the grant of Incentive Shares to a Director or chief executive of the Company do not apply where the Selected Participant is only a proposed Director or chief executive of the Company.

(8) Vesting of Incentive Shares

The Board and/or its authorized persons may determine the standards and conditions for vesting from time to time during the life of the H Share Restricted Share Incentive Scheme, including the performance of the Company or its subsidiaries, individual performance, etc., subject to compliance with all applicable laws, regulations and ordinances. The vesting period shall not be less than twelve (12) months. Vesting of Incentive Shares granted under the H Share Restricted Share Incentive Scheme is subject to the satisfaction of the corresponding conditions and any other relevant vesting conditions set out in the incentive letters. If a Selected Participant fails to meet the corresponding vesting conditions under the H Share Restricted Share Incentive Scheme under which the Incentive Share is granted, all Incentive Shares within the corresponding vesting period will not be vested and will be automatically lapsed.

Any stamp duty, levies, fees or other costs and expenses arising on the sale of the Incentive Shares due to the vesting of Incentive Shares and payment of the Actual Selling Price shall be borne by the Selected Participant and deducted from any amounts payable to the Selected Participant.

All costs and expenses in relation to all dealings with the Incentive Shares after vesting and allotment and issuance of the Incentive Shares to the Selected Participant (as the case may be) shall be borne by the Selected Participant and the Company shall not be liable for any such costs and expenses thereafter.

All taxes (including personal income taxes, professional taxes, salary taxes and similar taxes as applicable), duties, social security contributions, impositions, charges and other levies arising out of or in connection with the Selected Participant's participation in the H Share Restricted Share Incentive Scheme or in relation to the Incentive Shares, Actual Selling Price, Related Income or cash amount of equivalent value of the Incentive Shares (the "Taxes") received by a Selected Participant shall be borne by the Selected Participant and the Company shall be liable for any Taxes, unless otherwise required by applicable law. Each Selected Participant by acceptance of any grant of Incentive Shares agrees to and shall indemnify all members of the Group and any designated third parties against any liability each of them may have to pay or account for such Taxes, including any withholding liability in connection with any Taxes. To give effect

to this, any designated third parties or any member of the Group may, notwithstanding anything else in the Scheme Rules (but subject to applicable laws and regulations):

- (a) reduce or withhold the number of the Selected Participant's Incentive Shares or the amount of the Related Income or Actual Selling Price (the number of Incentive Shares that may be reduced or withheld shall be limited to the number of Incentive Shares that have a fair market value on the date of withholding that, in the reasonable opinion of the Company is sufficient to cover any such liability);
- (b) sell, on the Selected Participant's behalf, such number of Shares to which the Selected Participant becomes entitled under the H Share Restricted Share Incentive Scheme 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 H Share Restricted Share Incentive Scheme or from any payments due from a member of the Group to the Selected Participant, including from the salary payable to the Selected Participant by any member of the Group; and/or
- (d) require the Selected Participant to remit to any member of the Group, in the form of cash or a certified 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 any member of the Group on account of the Selected Participant or to otherwise make alternative arrangements satisfactory to the Company for the payment of such amounts.

The Company shall not be obliged to issue or transfer any Incentive Shares or pay the Actual Selling Price of such Incentive Shares or Related Income to a Selected Participant unless and until the Selected Participant satisfies the Company that such Selected Participant's obligations under this Rule 8(8) have been met.

(9) Transferability

Prior to the Vesting Date, any Incentive Share made hereunder shall be personal to the Selected Participant of the Incentive Shares to whom it is made and shall not be assignable nor transferable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to any unvested Incentive Shares referable to him/her pursuant to such Incentive Shares or enter or purport to enter into any agreement to do so, except that a transfer of Incentive Shares to a vehicle for

estate planning or tax planning purposes would be allowed, provided that: an approval from the Board has been obtained, the transfer is in compliance with the Listing Rules or a waiver has been granted by the Stock Exchange, such vehicle's beneficiary(ies) or ultimate beneficial owner(s) shall be the Selected Participant and his/her spouse, parents and children and such estate planning or tax planning method is in accordance with common practice in the relevant legal jurisdictions, and the Company will make appropriate disclosure as may be required by the Stock Exchange, unless and until such Incentive Shares are actually vested and allotted and issued to the Selected Participant. Any Incentive Shares to be allotted and issued to a Selected Participant upon vesting of Incentive Shares granted pursuant to the H Share Restricted Share Incentive Scheme shall rank *pari passu* in all respects with the fully-paid Shares in issue then exist on the date of issuance. All dividends or other distributions received with respect to the Incentive Shares prior to vesting will be disposed of by the Board in its sole and absolute discretion in accordance with the Scheme Rules. All dividends or other distributions received with respect to each tranche of Incentive Shares upon vesting will be allocated in proportion to the shareholdings of the incentive recipients. The Selected Participants are not entitled to any Shareholder's rights or interest prior to the vesting of the Incentive Shares and shall abstain from voting by virtue of their direct or indirect holding of such Shares.

Any actual or purported breach of Rule 8(9) shall result in lapse of any outstanding Incentive Shares or part thereof granted to such Selected Participant. For this purpose, a determination by the Board (or the Scheme Administrator) to the effect that the Selected Participant has or has not breached Rule 8(9) shall be final and conclusive.

(10) Lapse of Incentive Shares

An Incentive Share which has not yet vested shall lapse automatically on the earliest of:

- (i) unless otherwise determined by the Board, the date of termination of the Selected Participant's employment, service or engagement, due to any reason other than normal retirement in accordance with relevant policies and with the Company's approval, by the Company or a member of the Group or pursuant to Paragraph 8(8);
- (ii) the date of the commencement of the winding-up of the Company;
- (iii) in respect of an Incentive Share which is subject to performance targets or other vesting conditions, the date on which the conditions to vesting of the Incentive Share are not satisfied (save that the Incentive Share shall lapse

only in respect of such proportion of underlying Incentive Shares as have not vested because of the application of such performance targets or other vesting conditions);

- (iv) the date on which the Selected Participant (whether intentionally or otherwise) commits a breach of the terms on transferability under Paragraph 8(9); and
- (v) the date on which the Selected Participant is declared bankrupt or enters into any arrangement or compromise with his/her/its creditors generally.

The Company shall refund to the Selected Participant the Purchase Price paid (if any) in correspondence to such lapsed Incentive Shares paid by the Selected Participant pursuant to the Scheme Rules and the terms and conditions of the Grant Instrument.

(11) Disqualification of Selected Participants

If, prior to or on the Vesting Date, a Selected Participant is found to be an Excluded Participant or is deemed to be no longer an Eligible Participant under the Scheme Rules, such unvested Incentive Shares granted to such Selected Participant will lapse immediately and automatically, and such Incentive Shares will not vest on such Vesting Date. Such Eligible Participant has no rights or claims against the Company, any other members of the Group, the Board, or against these or any other Shares or any rights or benefits thereof. Pursuant to the Scheme Rules and the terms and conditions of the Grant Instrument, the Company shall refund the Purchase Price paid by the Selected Participant for the lapsed Incentive Shares to the Selected Participant.

Unless otherwise determined by the Board, the circumstances in which a person is deemed to be no longer an Eligible Participant will include, but not be limited to, the following:

- (i) dismissal by the Company due to serious damage to the Company's interests, disclosure of the Company's commercial secrets, breach of the labor contract or the Company's rules and regulations, or serious violation of laws and discipline, etc.;
- (ii) leaving the Company by voluntary resignation but in breach of the non-compete agreement, leaving the Company directly without the Company's consent and refusal to complete the resignation procedures and work handover procedures, and other acts of resignation that adversely affect the Company;

- (iii) in the event of any act of fraud or dishonesty or gross negligence by such person, whether or not such act relates to such person's employment or engagement with any member of the Group, or whether or not it results in such person's employment or engagement being terminated by the relevant member of the Group;
- (iv) if such person is convicted of any criminal offense;
- (v) if such person has taken any action which has had or will have a material adverse effect on the reputation or interests of any member of the Group; or
- (vi) if such person is convicted of or held liable for any offence under the SFO or other Hong Kong securities laws or regulations or any other applicable laws or regulations in force from time to time or breaches the relevant ordinance, laws and regulations.

9. OTHER TERMS AND CONDITIONS

No Incentive Share shall be granted by the Board pursuant to the Scheme Rules where dealings in the Shares are prohibited under any code or requirement of the Listing Rules and all applicable laws from time to time. Without limiting the generality of the foregoing, no such grant is to be made:

- (a) after information to be disclosed under Rule 13.09 of the Listing Rules or inside information that needs to be disclosed under Part XIVA of the SFO has come to the knowledge of the Company until (and including) the trading day after such information has been publicly announced (including the date of announcement) in accordance with the Listing Rules, the SFO and/or the applicable laws;
- (b) to a Selected Participant who is not a Director, during the period commencing thirty (30) days immediately preceding the earlier of (i) the date of the Board meeting (being the date of the scheduled Board meeting first notified to the Stock Exchange in accordance with the Listing Rules) for approving the Company's results for any year, half-year, quarter or any other interim period (whether or not required under the Listing Rules) and (ii) the deadline for the Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarter or any other interim period (whether or not required under the Listing Rules) and ending on the date of the results announcements. Such period will cover any period of delay in the publication of a results announcement;
- (c) to a Selected Participant who is a Director, (i) during the period of 60 days immediately preceding the publication date of the annual results for any financial period of the Company or, the period from the end of the relevant financial period up to the publication date of the results (whichever is shorter); and (ii) during the period of 30 days immediately preceding the publication date

of the interim or quarterly results for any financial period of the Company or the period from the end of the relevant financial half-year or quarter period up to the publication date of the results (whichever is shorter). Such period will cover any period of delay in the publication of a results announcement;

- (d) in any circumstance where dealing in Shares by a Selected Participant (including Directors of the Company) is prohibited under the Listing Rules, the SFO or any other applicable law or regulation;
- (e) in any circumstance where any requisite approval from any governmental or regulatory authority has not been granted;
- (f) in any circumstance where granting the Incentive Share is prohibited by or would result in a breach of the Listing Rules, the SFO or any other applicable law or regulation.

In any of the following circumstances, the Board may, at its sole and absolute discretion, require the Selected Participant to return the gains from the vested Incentive Shares, but the Company will not refund the Purchase Price paid by the Selected Participant:

- (a) when the Selected Participant is an Eligible Participant, the Selected Participant has committed any act of fraud or dishonesty or serious misconduct in connection with his/her employment or engagement by any member of the Group;
- (b) when the Selected Participant is an Eligible Participant, the Selected Participant has engaged in any act or omission to perform any of his/her duties that has had or will have a material adverse effect on the reputation or interests of any member of the Group;
- (c) when the Selected Participant has engaged in any act that has had or will have a material adverse effect on the reputation or interests of any member of the Group within the period of two (2) years after the Selected Participant ceases to be an Eligible Participant;
- (d) dismissal by the Company due to serious damage to the Company's interests, disclosure of trade secrets, violation of the employment contract or the Company's regulations, or serious illegal or disciplinary misconduct;
- (e) voluntary resignation in violation of the non-compete agreement, leaving the Company directly without the Company's consent, refusal to complete the resignation procedures and handover, or other acts of resignation that adversely affect the Company.

10. TAKEOVER, RIGHTS ISSUE, OPEN OFFER, SCRIP DIVIDEND SCHEME

If there occurs an event of change in the capital structure of the Company (including capitalization of profits or reserves, capitalization issue, rights issue, consolidation, sub-division or reduction of the share capital of the Company) whilst any of the Incentive Shares are not yet exercised, the Board may make equitable adjustments that it considers appropriate, at its sole and absolute discretion, including:

- (a) the maximum number of Shares subject to the H Share Restricted Share Incentive Scheme; and/or
- (b) the number of Shares that may be offered by the Company to the Selected Participant pursuant to the Incentive Shares that have already been granted but not vested; and/or
- (c) the Purchase Price, provided that:
 - (i) no such adjustments shall be made in respect of an issue of securities by the Company as consideration in a transaction;
 - (ii) any such adjustments made must give each Selected Participants the same proportion of the share capital of the Company, rounded to the nearest whole Share, as that to which he/she was previously entitled;
 - (iii) no such adjustments shall be made which would result in the Purchase Price for a Share being less than its nominal value, provided that in such circumstances the Purchase Price shall be adjusted to be no less than its nominal value;
 - (iv) no adjustment shall be made to the advantage of the Selected Participants without specific prior approval from the Shareholders of the Company;
 - (v) any such adjustments, other than those made on a capitalization issue, shall be confirmed by an independent financial adviser or an auditor in writing to the Directors as satisfying the requirements of item (e) under section “Takeover, Rights Issue, Open Offer, Scrip Dividend Scheme”;
 - (vi) any such adjustments to be made pursuant to a sub-division or consolidation of Shares shall be made on the basis that the aggregate Purchase Price payable by a Selected Participant for the vesting of the Incentive Shares granted to him/her shall remain as nearly as possible the same (but shall not be greater than) as it was before such event; and
 - (vii) any adjustments to be made shall comply with the Listing Rules, the Supplementary Guidance and any further guidance/interpretation of the Listing Rules issued by the Stock Exchange from time to time.

11. SCHEME MANDATE LIMIT AND SERVICE PROVIDER SUBLIMIT

Subject to the Scheme Rules and any waiver or ruling granted by the Hong Kong Stock Exchange, the total number of Shares which may be issued in respect of all options and awards to be granted under the Relevant Schemes must not exceed [17,632,518] Shares, representing approximately 5% of the total number of issued Shares (excluding Treasury Shares) as at the Adoption Date (the “**Scheme Mandate Limit**”).

Within the Scheme Mandate Limit, the total number of Shares which may be issued in respect of all options and awards to be granted to Service Provider Participants under the Relevant Schemes must not exceed [3,526,503] Shares, representing approximately 1% of the total number of Shares in issue as at the Adoption Date (excluding the Treasury Shares, if any) (the “**Service Provider Sublimit**”) unless the Company obtains an approval from the Shareholders.

Options and awards that have already lapsed in accordance with the terms of the Relevant Scheme(s) shall not be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.

Refreshment of Scheme Mandate Limit

The Scheme Mandate Limit may be refreshed by the Shareholders at Shareholders’ general meeting after three years from the later date of (i) the date of Shareholders’ approval for the last refreshment, and (ii) the date of adoption of the H Share Restricted Share Incentive Scheme, provided that:

- (a) the total number of Shares which may be issued in respect of all options (if any) and Incentive Shares to be granted under all Relevant Scheme(s) of the Company under the Scheme Mandate Limit as refreshed, shall not exceed 10% of the total number of Shares in issue (excluding Treasury Shares) by the Company as at the date of approval of the refreshed Scheme Mandate Limit by the Shareholders;
- (b) a circular regarding the proposed refreshed Scheme Mandate Limit has been sent to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules, including but not limited to the number of Incentive Shares that were already granted under the existing Scheme Mandate Limit and the reason for the refreshment.

The Scheme Mandate Limit may be refreshed by the Shareholders at Shareholders' general meeting within three years from the later date of (i) the date of Shareholders' approval for the last refreshment, and (ii) the date of adoption of the H Share Restricted Share Incentive Scheme, provided that:

- (a) any Controlling Shareholders and their associates (or if there is no Controlling Shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the Shareholders' general meeting;
- (b) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules.

The requirements above do not apply if the refreshment is made immediately after an issue of securities by the Company to Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit upon refreshment is the same as the unused part of the Scheme Mandate Limit (calculated as a percentage of the issued Shares) immediately before the issue of securities, rounded to the nearest whole Share.

The Company may seek separate approval from the Shareholders at Shareholders' general meeting for granting Incentive Shares beyond the Scheme Mandate Limit, provided that:

- (a) the Incentive Share in excess of the limit will only be granted to Eligible Participants specifically identified by the Company before the relevant Shareholders' approval is sought;
- (b) a circular containing the details of the grant has been sent to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules, including but not limited to the name of each Eligible Participant who may be granted such Incentive Shares, the number and terms of the Incentive Shares to be granted to each Eligible Participant, and the purpose of granting Incentive Shares to the Eligible Participants with an explanation as to how the terms of the Incentive Shares serve such purpose; and
- (c) the number and terms of the Incentive Shares to be granted to such Eligible Participants are fixed before the Shareholders' general meeting of the Company at which the same are approved.

12. CANCELLATION OF INCENTIVE SHARES

The Board may at its discretion cancel any Incentive Share that has not vested or lapsed, provided that:

- (a) If a Selected Participant resigns due to death, being legally declared dead, loss of work capacity due to major illness or disability, retirement, or other reasons, or being transferred due to the Company's needs and no longer maintaining an employment relationship with the Company, their incentive shares shall:

Unvested portion: The vesting of the interests of the Selected Participant remain unchanged, and personal performance assessment conditions will no longer be part of the vesting conditions.

Vested portion: No changes will be made.

- (b) In the event that a Selected Participant falls under the circumstances set forth in the Disqualification of Selected Participants section above, the Selected Participant will be disqualified.

Unvested portion: The eligibility for vesting shall be cancelled.

Vested portion: No changes will be made. The Company reserves the right to reclaim any actual benefits the employee has received due to the loss (if any) caused.

No options (if any) or Incentive Shares may be granted to an Eligible Participant in place of his/her cancelled Incentive Shares unless there are available Scheme Mandate Limit from time to time. For the purpose of the cancellation of Incentive Shares in this Scheme Rules, the Incentive Shares cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit.

13. ALTERATION OF THE SCHEME

The H Share Restricted Share Incentive Scheme may be amended in any respect by a resolution of the Board provided that, any alteration to the terms and conditions of the H Share Restricted Share Incentive Scheme that are of a material nature or any alteration to the authority of the Board to alter the Scheme Rules or any alteration to the specific terms of the Scheme Rules which relate to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Selected Participant or proposed Selected Participant, including without limitation to those which relate to: (1) the purpose of the H Share Incentive Scheme; (2) the persons to or for whom Incentive Shares may be granted under the H Share Incentive Scheme and the basis for determining their eligibility; (3) the limits on the number of Incentive Shares which may be issued under the H Share Incentive Scheme; (4) the individual limits for grants under the H Share Incentive Scheme; or (5) any other matters prescribed by the Listing Rules to be subject to the Shareholders' approval in a general meeting,

must be approved by the Shareholders in Shareholders' general meeting/Shareholders' meeting (with the Selected Participant or proposed Selected Participant and their associates abstaining from voting). The Board's determination as to whether any proposed alteration to the terms and conditions of the H Share Restricted Share Incentive Scheme is material shall be conclusive.

Any change to the terms of Incentive Shares granted to a Selected Participant must be approved by the Board, the remuneration and evaluation committee of the Company, the independent non-executive Directors of the Company and/or the Shareholders (as the case may be) if the initial grant of such Incentive Shares under the H Share Restricted Share Incentive Scheme was approved by the Board, the remuneration and evaluation committee of the Company, the independent non-executive Directors of the Company and/or the Shareholders (as the case may be) except where the alterations take effect automatically under the existing Scheme Rules.

The provisions in the H Share Restricted Share Incentive Scheme may be amended by the Board to reflect any amendments on the relevant Listing Rules made by the Stock Exchange after the Adoption Date of the H Share Restricted Share Incentive Scheme to comply with the relevant provisions of the Listing Rules which the H Share Restricted Share Incentive Scheme has been drafted to reflect the position as at the Adoption Date of the H Share Restricted Share Incentive Scheme.

Written notice of all details relating to change in the Scheme Rules during the lifetime of the H Share Restricted Share Incentive Scheme shall be given to all Selected Participants immediately upon the changes taking effect. The revised Scheme Rules shall continue to comply with the relevant provisions of Chapter 17 of the Listing Rules.

14. INTERPRETATION AND DISPUTES

Any decision to be made under the H Share Restricted Share Incentive Scheme, including matters of interpretation with respect to the Scheme Rules, shall be made by the Board or the Scheme Administrator. The decision by the Board or the Scheme Administrator shall be final and binding on all parties.

Disputes arising in connection with the H Share Restricted Share Incentive Scheme shall be referred to the decision of the Board or the Scheme Administrator in the first instance, which decision shall be final and binding. Should the Board or the Scheme Administrator decide, any dispute referred to it may be subsequently referred to the decision of the independent professional parties appointed by the Board or the Scheme Administrator, who shall then act as experts and not as arbitrators and whose decision shall, in the absence of manifest error, be final and binding on all parties. In such cases, the costs of such independent professional parties shall be shared equally between the Company and the relevant Selected Participants.

15. TERMINATION

The H Share Restricted Share Incentive Scheme shall be terminated on the earlier of: (i) the date of the fifth anniversary of the Adoption Date; and (ii) such date of early termination as determined by the Board by a resolution of the Board, provided that such termination shall not affect any subsisting rights of any Selected Participants.

Upon termination of the H Share Restricted Share Incentive Scheme,

- (a) no further grant of Incentive Shares shall be made under the H Share Restricted Share Incentive Scheme; and
- (b) all the Incentive Shares of the Selected Participants granted under the H Share Restricted Share Incentive Scheme shall become vested in the Selected Participants according to the conditions of the Incentive Shares, and the Incentive Shares will only become vested if the relevant vesting period exceeds 12 months, subject to the receipt by the Board of the required documents prescribed by the Board.

16. MISCELLANEOUS

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

The Company shall not be responsible to (i) any Eligible Participant or Selected Participant for any failure by the Company or any person involved in the management or administration of the H Share Restricted Share Incentive Scheme, or (ii) any person (including any Eligible Participant and Selected Participant) to obtain any consent or approval required for such person to participate in the H Share Restricted Share Incentive Scheme; or (iii) any Eligible Participant or Selected Participant for any Taxes, expenses, fees or any other liability to which such Eligible Participant or Selected Participant may become subject as a result of participation in the H Share Restricted Share Incentive Scheme.

The Company shall not be required to issue or deliver any certificates evidencing Shares issued pursuant to the vesting, exercise or settlement of any Incentive Share, unless and until the Board has determined, with the advice of counsel, that the issuance and/or delivery of such certificates, as applicable, is in compliance with all applicable laws and, if applicable, the requirements of any stock exchange on which the Shares are listed or traded. The Board may place legends on any Shares certificate to reference restrictions applicable to Shares.

The Company shall bear the costs of establishing and administering the H Share Restricted Share Incentive Scheme.

Any notice or other communication between the Company and any Eligible Participant or Selected Participant may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its registered office in Hong Kong or such other address as notified to the Eligible Participant or Selected Participant from time to time and in the case of an Eligible Participant or Selected Participant, his/her/its address as notified to the Company from time to time or by hand delivery.

Any notice or other communication served by post shall be deemed to have been served 24 hours after the same was put in the post. Any notice or other communication served by electronic means shall be deemed to have been received on the day following that on which it was sent. Any notice or other communication served by personal delivery shall be deemed to have been received when delivered. Any notice or other communication if sent by the Selected Participant shall be irrevocable and shall not be effective until actually received by the Company.

Each Selected Participant shall be responsible for obtaining any governmental or other official consent or approval that may be required by any jurisdiction in order to permit the grant, holding or exercise of any Incentive Share. By accepting a grant of an Incentive Share or exercising an Incentive Share, the Selected Participant thereof is deemed to have represented to the Company that the Selected Participant has obtained all such consents and approvals. Compliance with this Rule shall be a condition precedent to an acceptance of an Incentive Share by a Selected Participant and an exercise by a Selected Participant of their Incentive Shares.

No member of the Group shall be responsible for any failure by any Eligible Participant to obtain any consent or approval required for such Eligible Participant to participate in the H Share Restricted Share Incentive Scheme as a Selected Participant or for any Taxes, expenses, fees or any other liability to which an Eligible Participant may become subject as a result of participation in the H Share Restricted Share Incentive Scheme. Each Selected Participant by their acceptance of any Incentive Shares thereby agrees to indemnify each member of the Group fully against all claims, demands, liabilities, actions, proceedings, fees, costs and expenses which they may suffer or incur (whether alone or jointly with other parties) for or in respect of any failure on the part of the Selected Participant to obtain any necessary consent or approval or to pay tax or other liabilities referred to therein.

Each and every provision hereof shall be treated as a separate provision and shall be severally enforceable as such in the event of any provision or provisions being or becoming unenforceable in whole or in part, to the extent that any provision or provisions are unenforceable they shall be deemed to be deleted from the Scheme Rules, and any such deletion shall not affect the enforceability of these Scheme Rules as remain not so deleted.

Except as specifically provided herein, the H Share Restricted Share Incentive Scheme shall not confer on any person any legal or equitable rights against any member of the Group directly or indirectly or give rise to any cause of action at law or in equity against any member of the Group. No person shall, under any circumstances, hold the Board, the Scheme Administrator and/or the Company or any other member of the Group or designated third party liable for any costs, losses, expenses and/or damages whatsoever arising from or in connection with the H Share Restricted Share Incentive Scheme or the administration thereof.

In the event that an Incentive lapses or is cancelled or forfeited in accordance with these Scheme Rules, no Selected Participants shall be entitled to any compensation for any loss or any right or benefit or prospective right or benefit under the H Share Restricted Share Incentive Scheme which he/she or it might otherwise have enjoyed.

The H Share Restricted Share Incentive Scheme shall operate subject to the Articles of Association and to any restrictions under any applicable laws, rules and regulations (including the Listing Rules). To the extent any rules herein are inconsistent with the Listing Rules, the provisions of the Listing Rules shall prevail.

The Board shall have the right to require any Selected Participant to comply with any timing or other restrictions with respect to the vesting or exercise of any Incentive Shares, including a window-period limitation, as may be imposed in the discretion of the Board.

By participating in the H Share Restricted Share Incentive Scheme, the Selected Participant consents to the holding, processing, storage and use of personal data or information concerning him or her by any member of the Group or other third party service provider, in China, the U.S., Hong Kong or other jurisdictions, for the purpose of the administration, management or operation of the H Share Restricted Share Incentive Scheme. Such consent permits, but is not limited to, the following:

- (a) the administration and maintenance of records of the Selected Participant;
- (b) the provision of data or information to, including without limitation members of the Group, registrars, brokers or third party administrators or managers of the H Share Restricted Share Incentive Scheme. in China, Hong Kong or other jurisdictions;
- (c) the provision of data or information to future purchasers or merger partners of the Company or any other member of the Group, the Selected Participant's employing company, or the business in which the Selected Participant works;
- (d) the transfer of data or information about the Selected Participant to a country or territory outside China, Hong Kong or the Selected Participant's home country or region of residence which may not provide the same statutory protection for the information as the Selected Participant's home country or region of residence; and
- (e) in the case where an announcement is required to be made pursuant to the Listing Rules for the purposes of granting an Incentive Share, the disclosure of the identity of such Selected Participant, the number of Incentive Shares and the terms of the Incentive Shares granted and/or to be granted and all other information as required under the Listing Rules from time to time.

The Selected Participant is entitled, on payment of a reasonable fee, to a copy of the personal data held about him or her, and if such personal data is inaccurate, the Selected Participant has the right to have it corrected.

17. GOVERNING LAW

The H Share Restricted Share Incentive Scheme shall be governed by and construed in accordance with the laws of Hong Kong.