

HONG KONG EXCHANGES AND CLEARING LIMITED

AMENDED AND RESTATED RULES RELATING TO
THE HKEx EMPLOYEES' SHARE AWARD SCHEME

Effective Date: 17th June 2015

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AMENDED AND RESTATED RULES RELATING TO THE HKEx EMPLOYEES' SHARE AWARD SCHEME

Whereas

- (A) On 14 September 2005, the Board of Directors of the Company adopted a set of rules relating to the Scheme.
- (B) The Board of Directors of the Company amended the rules adopted on 14 September 2005 and adopted a set of amended and restated rules relating to the Scheme on 16 August 2006 to facilitate the determination of Reference Awarded Sums for the purchase of Shares to be awarded under the Scheme by the Trustee.
- (C) Pursuant to Paragraph 10(A) of the amended and restated rules adopted on 16 August 2006, the Board of Directors of the Company passed a resolution on 23 April 2010 to change the vesting period of the Awarded Shares and Related Income under the Scheme from five years to three years. The amended and restated rules adopted on 16 August 2006 were amended and restated to reflect the change of the vesting period with effect from 13 May 2010.
- (D) Pursuant to Paragraph 10(A) of the amended and restated rules adopted on 13 May 2010, the Board of Directors of the Company passed a resolution on 15 August 2013 to, among other things, further align the interests of the Senior Executives of the Group with the Group's long-term performance by allowing for Senior Executive Awards. The amended and restated rules adopted on 13 May 2010 were amended and restated to reflect the Senior Executive Awards with effect from 17 December 2013.
- (E) The Board of Directors of the Company, pursuant to Paragraph 10.1 of the amended and restated rules, passed a further resolution on 17th June 2015 to further amend the Trust Deed and Scheme structure. These amended and restated rules are effective on and from 17th June 2015.

1 Definitions and Interpretation

1.1 In these rules of the Scheme, unless the context otherwise requires, each of the following words and expressions shall have the meaning given to it below:

"Adoption Date" means 14 September 2005 (the date the Scheme was adopted by the Board);

"Articles" means the articles of association of the Company from time to time;

"Automatic Good Leaver" means a Selected Employee who has been made redundant as specified in the redundancy letter given to him or her by the Company or Subsidiary, as applicable;

"Awards" means, awards of Shares (together with any Related Income attributable to such Shares after their purchase and/or allocation) purchased with and/or allocated by applying (as the case may be) the Reference Awarded Sum set by the Board pursuant to Paragraph 5 or awards of Shares (together with any Related Income attributable to such Shares after their award) by the Trustee pursuant to Paragraph 8 to Selected Employee(s) pursuant to the Scheme (including those awarded and allocated prior to the date of these rules), and for the avoidance of doubt, unless the context otherwise requires, includes Senior Executive Awards and **"Award"** means any one of them;

“Awarded Shares” means in respect of a Selected Employee, the number of Shares:

- (i) allocated by the Trustee pursuant to Paragraph 5.5 from: (a) the total number of Shares purchased out of cash paid by the Company to the Trustee by way of settlement of the Reference Amount; and (b) such number of Returned Shares (if any) allocated to an Award; or
- (ii) awarded by the Trustee pursuant to Paragraph 8,

and **“Awarded Share”** means any one of them;

“Benefits” has the meaning given in Paragraph 5.8;

“Board” means the board of directors of the Company, such committee or such sub-committee or person(s) delegated with the power and authority by the board of directors of the Company to administer the Scheme;

“Business Day” means a day (other than a Saturday) on which the Stock Exchange is open for trading and on which banks are open for business in Hong Kong;

“Company” means Hong Kong Exchanges and Clearing Limited;

“Control” has the meaning given to it in The Hong Kong Code on Takeovers and Mergers from time to time;

“Employee” means any employee (including without limitation any executive director) of the Company or of any Subsidiary;

“Excluded Employee” means any Employee who is resident in a place where the settlement of the Reference Amount and the award of the Awarded Shares and/or the award of the Returned Shares and/or the vesting and transfer of Shares pursuant to the terms of the Scheme is not permitted under the laws and regulations of such place or where in the view of the Board or the Trustee (as the case may be) compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such Employee;

“Further Shares” means Shares purchased or subscribed for by the Trustee out of cash income or net proceeds of sale of non-cash and non-scrip distributions declared and distributed by the Company in respect of Shares held upon the Trust;

“Good Leaver” means an Automatic Good Leaver or a Selected Employee in relation to whom the Board, the Remuneration Committee or the Chief Executive has determined should be granted “good leaver” status pursuant to Paragraph 5.6;

“Group” means the Company and the Subsidiaries;

“HK\$” means Hong Kong dollars, the lawful currency of Hong Kong;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

“Partial Lapse” has the meaning given in Paragraph 5.10 and, for the avoidance of doubt, includes the occurrence of events or circumstances as set out in the relevant Performance Conditions that will cause part (but not all) of the relevant Senior Executive Award not to vest as described in Paragraph 5.2;

“Performance Conditions” means the conditions set by the Board under Paragraph 5.2 in relation to a Senior Executive Award, as may be amended by the Board from time to time in accordance with Paragraph 5.3 and **“Performance Condition”** means any one of them;

“Reference Amount” has the meaning given in Paragraph 5.4.3;

“Permanent Disability” in respect of an employee of the Company means a disability that results in that person qualifying for the total and permanent disability compensation under the Company’s group insurance policy; and in respect of an employee of any Subsidiary means a “permanent disability” as defined in the insurance policy applicable to that Subsidiary;

“Reference Awarded Sums” means the amounts, as determined by the Board from time to time pursuant to Paragraph 5.1 to be applied for the purchase and/or allocation of Awarded Shares in respect of the Selected Employee(s) and **“Reference Awarded Sum”** means any such sum in respect of a Selected Employee;

“Reference Awarded Sum Deduction” has the meaning given in Paragraph 5.4.2;

“Reference Date” means the date of final approval by the Board of the total amount of Reference Awarded Sums for the purchase and/or allocation of Shares to be awarded to the Selected Employee(s) in a single occasion pursuant to the Scheme or the date of an Award by the Trustee pursuant to the Trust Deed or such earlier or later date as may be determined by the Board in respect of any Award (as the case may be);

“Related Income” means all income derived from a Share held upon the Trust in the form of Shares (including but not limited to, the Further Shares, any bonus Shares and scrip Shares received in respect of that Share held upon the Trust), but, for the avoidance of doubt, excluding any nil paid right, bonus warrant, non-cash and non-scrip distribution or proceeds of sale of the same or Residual Cash;

“Residual Cash” means cash held upon the Trust in respect of an Awarded Share (including interest income derived from deposits maintained with licensed banks in Hong Kong, cash income and sale proceeds which have not been applied in the acquisition of Further Shares);

“Returned Shares” means such Awarded Shares and their Related Income which have failed to vest in accordance with the terms of the Scheme (whether as a result of a Total Lapse, Partial Lapse or otherwise), or were forfeited in accordance with the terms of the Scheme, or such Shares which are deemed to be Returned Shares, or Related Income of any Returned Shares;

“Scheme” means the “HKEx Employees’ Share Award Scheme” constituted by these rules, in its present form or as amended from time to time in accordance with the provisions of them;

“Selected Employee(s)” means Employee(s) selected by the Board pursuant to Paragraph 5.1 and Employee(s) selected by the Trustee after having taken into consideration recommendations of the Board pursuant to Paragraph 8 for participation in the Scheme;

“Senior Executive” means a Selected Employee determined by the Board as a senior executive who is eligible to receive a grant of a Senior Executive Award;

“Senior Executive Awards” means Awards granted to Senior Executive(s) which are designated by the Board as such pursuant to Paragraph 5.2 and **“Senior Executive Award”** means any one of them;

“SFC” means the Hong Kong Securities and Futures Commission;

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

“Shares” means ordinary shares in the capital of the Company and **“Share”** means any one of them;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“Subsidiary” means a company which is for the time being and from time to time a subsidiary (within the meaning given under Part 1 Division 4 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere;

“Total Lapse” has the meaning given in Paragraph 5.9 and, for the avoidance of doubt, includes the occurrence of events or circumstances as set out in the relevant Performance Conditions that will cause all of the relevant Senior Executive Award not to vest as described in Paragraph 5.2;

“Trust” means the trust declared by the Trust Deed;

“Trust Deed” means the amended and restated trust deed dated 17th June 2015 into between the Company and Computershare Hong Kong Trustees Limited (as further restated, supplemented and amended from time to time);

“Trust Fund” means:

- (i) (1) all Shares acquired by the Trustee for the purpose of the Trust out of: (a) cash paid to the Trustee by way of settlement or otherwise contributed by the Company and such other person or (b) cash income or net proceeds of sale of non-cash and non-scrip distributions in respect of the Shares held under the Trust (2) Residual Cash and (3) such other scrip income (including but not limited to bonus Shares and scrip dividends declared by the Company) derived from the Shares held upon the Trust; and
- (ii) all other properties from time to time representing (i) above;

“Trust Period” has the meaning given in Clause 1.1 of the Trust Deed;

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

“Vesting Date” shall have the meaning as set out in Paragraph 5.6;

“Vesting Documents” means:

- (i) the election form sent by the Trustee to a Selected Employee in connection with the vesting of his Awarded Shares and Related Income; and
- (ii) any transfer documents required by the Trustee to transfer such Awarded Shares and Related Income to, or to the order of, the Selected Employee in accordance with the instructions set out in that Selected Employee’s election form,

and such other documents that the Trustee may require from time to time to transfer such Awarded Shares and Related Income in accordance with the instructions set out in that Selected Employee's election form; and

"Vesting Expenses" means all transfer fees, taxes, social security contributions and other levies associated with the vesting, release or transfer of the relevant Awarded Shares and Related Income in accordance with the instructions set out in a Selected Employee's election form.

1.2 In these rules, save where the context otherwise requires:

1.2.1 headings are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of these rules;

1.2.2 references to Paragraphs are references to paragraphs of these rules;

1.2.3 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;

1.2.4 expressions in the singular shall include the plural and vice versa;

1.2.5 expressions in any gender shall include other genders; and

1.2.6 references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organisations, associations, enterprises, branches and entities of any other kind.

2 Purposes and Objectives

2.1 The specific purposes and objectives of the Scheme are to:

2.1.1 recognise the contributions by certain Employees and to give incentives to them in order to retain them for the continual operation and development of the Group;

2.1.2 align the interests of the Senior Executives with the long-term performance of the Group; and

2.1.3 attract suitable personnel for further development of the Group.

2.2 These rules serve to set out the terms and conditions upon which the incentive arrangements for the Employees shall operate.

3 Duration

Subject to any early termination as may be determined by the Board pursuant to Paragraph 11, the Scheme shall be valid and effective for a term commencing on the Adoption Date and ending on the expiry of the Trust Period, which is 31 December 2025, provided that no further settlement of Reference Amount shall be made in the last three years of the Trust Period, namely on or after 31 December 2022.

4 Administration

- 4.1** The Scheme shall be subject to the administration of the Board in accordance with these rules.
- 4.2** The Trustee will hold the Shares and any income derived from them in accordance with the terms of the Trust Deed.

5 Operation of Scheme

- 5.1** The Board (and/or the Trustee pursuant to its powers under Paragraph 8 and the Trust Deed) may, from time to time, at its absolute discretion select any Employee (excluding any Excluded Employee) for participation in the Scheme as a Selected Employee and determine the Reference Awarded Sum for the purchase and/or allocation of Awarded Shares. However, until so selected, no Employee shall be entitled to participate in the Scheme.
- 5.2** The Board may, in its absolute discretion, designate an Award made to a Senior Executive as a Senior Executive Award. If it does so, the Board shall notify the Trustee accordingly and determine the Performance Conditions for the Senior Executive Award. The Performance Conditions shall, as soon as reasonably practicable, be notified to the Senior Executive and:
 - 5.2.1** shall normally be tested over a performance period of at least three financial years of the Company (or such other period as the Board may from time to time determine in respect of a Senior Executive Award);
 - 5.2.2** may relate to the performance of the Senior Executive, the Company, one or more of its Subsidiaries, the business or functional unit or department for which the Senior Executive works or the strategic or business initiatives or projects for which the Senior Executive is responsible or in relation to which he is actively involved in developing, implementing or completing, or any combination of the above;
 - 5.2.3** may be relative to the performance of one or more comparators, benchmarks, indices or other measures;
 - 5.2.4** may be different for different Senior Executives; and
 - 5.2.5** may be different for different Senior Executive Awards in relation to the same Senior Executive.

The Performance Conditions may include other events or circumstances the occurrence of which shall constitute a Partial Lapse or a Total Lapse of the relevant Senior Executive Award.

- 5.3** The Board may amend any Performance Condition if any event occurs which causes it to consider that the amended Performance Condition would, at the absolute discretion of the Board, be a more accurate measure of performance. For the avoidance of doubt, a Senior Executive shall be eligible to receive both Senior Executive Awards and Awards that are not designated as Senior Executive Awards.
- 5.4** After the selection of Selected Employee(s) and the determination of the Reference Awarded Sum to be applied for the purchase and/or allocation of Awarded Shares to be awarded:

- 5.4.1 the Board shall notify the Trustee of the number of Returned Shares (if any) to be allocated to Senior Executive Awards and Awards that are not Senior Executive Awards;
- 5.4.2 the aggregate Reference Awarded Sums for all Selected Employee(s) shall be reduced by the value of such Returned Shares based on the closing price of the Shares for the relevant Reference Date as quoted by the Stock Exchange (the “**Reference Awarded Sum Deduction**”);
- 5.4.3 after having regard to the requirement under Paragraph 5.14, the Board shall cause to be paid an amount (the “**Reference Amount**”), equal to:
- (i) the aggregate of the Reference Awarded Sums awarded to all Selected Employee(s); minus
 - (ii) the Reference Awarded Sum Deduction; and plus
 - (iii) the related purchase expenses (including for the time being, the brokerage fee, stamp duty, SFC transaction levy, Stock Exchange trading fee and investor compensation levy and such other necessary expenses required for the completion of the purchase of the relevant Awarded Shares with the Reference Amount),

to the Trustee (or as it shall direct) as soon as practicable and shall specify any portion of that Reference Amount which is attributable to Reference Awarded Sums for Senior Executive Awards.

- 5.5 Within 20 Business Days on which the trading of the Shares has not been suspended (or such longer period as the Trustee and the Board may agree from time to time having regard to the circumstances of the purchase concerned) after receiving the Reference Amount, the Trustee shall apply the same towards the purchase of the maximum number of board lots of Shares at the prevailing market price. Any balance of the Reference Amount shall be returned by the Trustee to the Company promptly after completion of the purchase.

Except in respect of Shares purchased with such portion of the Reference Amount attributable to Senior Executive Awards and such number of Returned Shares notified by the Board to be allocated to Senior Executive Awards which shall each be solely allocated to such Senior Executive Awards, the Shares so purchased with the Reference Amounts (not returned by the Trustee to the Company) and such number of Returned Shares notified by the Board to be allocated to Awards shall each be allocated to each Selected Employee proportionately to the Reference Awarded Sum determined for him against the aggregate of the Reference Awarded Sums for all Selected Employees (other than the Reference Awarded Sums for Senior Executive Awards). The purchased Shares and the Returned Shares that have been allocated to Senior Executive Awards as mentioned above shall each be allocated to each of the Selected Employees that were granted Senior Executive Awards proportionately to the Reference Awarded Sum determined for him against the aggregate of the Reference Awarded Sums for all Senior Executive Awards.

No fractional Shares will be allocated to any Selected Employee. Shares which are not allocated shall be deemed as Returned Shares for the purposes of the Scheme. Each Selected Employee will be notified of the number of his Awarded Shares by the Trustee as soon as the Trustee completes the purchase and allocation process (and, if applicable, the

number of Awarded Shares attributable to a Senior Executive Award). For the avoidance of doubt, the Shares purchased by the Trustee shall form part of the capital of the Trust Fund.

5.6 Subject to Paragraph 5.14, each of the Board and the Remuneration Committee, or in the case of Selected Employees who do not directly report to the Chief Executive of the Company, the Chief Executive of the Company or such other persons as designated by the Board from time to time, shall have absolute discretion to determine the granting of “good leaver” status and any vesting terms or conditions as it or he sees fit (including whether to vary the vesting terms or conditions on some or all of the unvested Awarded Shares and Related Income). In the absence of the Board, the Remuneration Committee or the Chief Executive exercising such discretion in relation to variation of vesting terms or conditions, Awarded Shares and Related Income held by the Trustee upon the Trust which are referable to a Selected Employee shall, to the extent the relevant Award has not been the subject of a Partial Lapse or Total Lapse, vest in that Selected Employee, to the extent as determined below and in accordance with the timetable below (for this purpose, the date or each such date on which the Awarded Shares and the Related Income are to vest shall be referred to as a “**Vesting Date**”):

5.6.1 in the case of Awards that are not Senior Executive Awards and provided that the Selected Employee (A) remains at all times after the Reference Date and on each of the following Vesting Dates an Employee of the Company or a Subsidiary, or (B) is a Good Leaver:

Vesting Date	Amount of Awarded Shares and Related Income to vest
Second anniversary date of the Reference Date or in case such date is not a Business Day, the Business Day immediately thereafter	50% (round down to the nearest integral number of Shares)
Third anniversary date of the Reference Date or in case such date is not a Business Day, the Business Day immediately thereafter	balance (round down to the nearest integral number of Shares)

5.6.2 in the case of a Senior Executive Award, on the third anniversary of the Reference Date (or such other date as determined by the Board at its discretion) but to the extent only that the Board determines that each of the Performance Conditions has either been satisfied or if not satisfied, has been waived by the Board or, if such determination falls on a date earlier or later than the third anniversary of the Reference Date (or such other date as determined by the Board at its discretion), on such earlier or later date on which the Board makes that determination, or in case any such date is not a Business Day, the Business Day immediately thereafter.

5.7 Notwithstanding the provisions of Paragraph 5.6, in respect of a Selected Employee who:

5.7.1 retires at his normal retirement date or at such earlier or later date by agreement with the Company or the Subsidiary at any time prior to a Vesting Date, all the Awarded Shares and the Related Income of such Selected Employee (other than

the Awarded Shares and the Related Income attributable to those Senior Executive Awards which, as determined by the Board in its absolute discretion, shall continue in accordance with the terms of the Scheme after the retirement) shall be deemed to be vested on the day immediately prior to his normal retirement date or such earlier or later date by agreement with the Company or that Subsidiary; or

- 5.7.2 dies or suffers a Permanent Disability at any time prior to a Vesting Date, all the Awarded Shares and the Related Income of such Selected Employee shall be deemed to be vested on the day immediately prior to his death or the day immediately prior to the day on which he suffered a Permanent Disability, as the case may be.

However, the vesting of Awarded Shares and the Related Income pursuant to Paragraph 5.7.1 will not apply to a Selected Employee at any time while his employment with the relevant member of the Group is governed by the law of England and Wales.

- 5.8 In the event of the death of a Selected Employee, the Trustee shall hold the vested Awarded Shares and the Related Income (the “**Benefits**”) upon trust and shall, subject to Paragraph 12.7, transfer them to the legal personal representatives of the Selected Employee. The Trustee shall hold those Benefits as shall not have been transferred or applied under the Trustee’s powers within:

- 5.8.1 two years of the death of the Selected Employee (or such longer period as the Trustee and the Board shall agree from time to time); or

- 5.8.2 the Trust Period (whichever is shorter)

upon trust to transfer them to the legal personal representatives of such Selected Employee or, if the Benefits would otherwise become *bona vacantia*, those Benefits shall be forfeited and cease to be transferable and such Benefits shall become Returned Shares for the purposes of the Scheme. Notwithstanding the foregoing, any Benefits held upon trust shall, until they are transferred or they cease to be transferable pursuant to this Scheme, be retained and may be invested and otherwise dealt with by the Trustee in every way as if they had remained part of the Trust Fund.

- 5.9 Save as provided in Paragraphs 5.6, 5.7 and 5.14 in the event that:

- 5.9.1 in respect of any Senior Executive Award, the Board determines pursuant to Paragraph 5.6.2 and the Performance Conditions that no Awarded Shares shall vest in respect of that Senior Executive Award;

- 5.9.2 in respect of all Awards, a Selected Employee ceases to be an Employee other than in a case of a Senior Executive Award where the Board, in its absolute discretion, determines that the vesting of such Senior Executive Award shall not be affected by the relevant Selected Employee ceasing to be an Employee;

- 5.9.3 in respect of all Awards, the Subsidiary by which a Selected Employee is employed ceases to be a subsidiary of the Company (or of a member of the Group); or

- 5.9.4 in respect of all Awards, an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company)

(each of these, an event of “**Total Lapse**”), the Awards subject to such Total Lapse shall automatically lapse immediately and all the Awarded Shares and Related Income of such Awards shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Scheme.

5.10 In the event that:

- 5.10.1** the Board determines pursuant to Paragraph 5.6.2 and the Performance Conditions that some (but not all) of the Awarded Shares allocated to a Senior Executive Award shall not vest;
- 5.10.2** subject to Paragraph 5.11 in relation to a Senior Executive Award, a Selected Employee is found to be an Excluded Employee; or
- 5.10.3** a Selected Employee fails to provide duly executed Vesting Documents and/or pay the Vesting Expenses (as applicable) within the period prescribed by the Trustee for the relevant Awarded Shares and the Related Income (whether in the course of ordinary vesting pursuant to the vesting timetable set out in Paragraph 5.6 or on such other dates as provided in these rules),

(each of these, an event of “**Partial Lapse**”), the portion of the Awarded Shares that shall not vest under Paragraph 5.10.1 and the relevant part of an Award made to the Selected Employee in Paragraph 5.10.2 or 5.10.3 shall automatically lapse immediately and the relevant Awarded Shares and Related Income shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Scheme.

5.11 Except in the circumstances as set out in Paragraph 5.7 in respect of the death of a Selected Employee or retirement of a Selected Employee or a Total Lapse:

- 5.11.1** barring any unforeseen circumstances, unless otherwise agreed between the Board and the Trustee, one month prior to any Vesting Date or, in the case of Senior Executive Awards, immediately after the Board’s determination of the satisfaction or waiver of the relevant Performance Conditions pursuant to Paragraph 5.6.2, the Trustee shall send to the relevant Selected Employee (with a copy to the Company) a vesting notice and the Vesting Documents required to be executed by that Selected Employee to effect the vesting and transfer of the relevant Awarded Shares and Related Income on the relevant Vesting Date; and
- 5.11.2** subject to the receipt by the Trustee of duly executed Vesting Documents, payment of the Vesting Expenses (as applicable) and a confirmation from the Company that all vesting conditions having been fulfilled, the Trustee shall transfer the relevant Awarded Shares and the Related Income to, or to the order of, the Selected Employee in accordance with the instructions given to the Trustee on that Selected Employee’s election form.

However, in the case of a Senior Executive Award, where there is an obligation on the Trustee to transfer Shares and Related Income to the relevant Selected Employee pursuant to that Senior Executive Award and the Trustee is unable to fulfil that obligation due to applicable law or regulations, the Trustee and the Company may agree that some or all of the Shares will not be transferred. Instead, and in satisfaction of the obligation to transfer Shares (and Related Income) pursuant to that Senior Executive Award and subject to Paragraph 12.7, the Selected Employee will be paid an amount in cash equal to the market value, on the Vesting Date, of the number of Shares not so transferred. For the

avoidance of doubt, such number of Shares not transferred on the Vesting Date shall become Returned Shares for the purposes of the Scheme.

5.12 Any Award made shall be personal to the Selected Employee to whom it is made and shall not be assignable and no Selected Employee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to either the Reference Awarded Sum or the Reference Amount or the Awarded Shares referable to him pursuant to such Award or the Related Income or any of the Returned Shares under the Scheme.

5.13 For the avoidance of doubt,

5.13.1 a Selected Employee shall only have a contingent interest in the Awarded Shares and the Related Income which are referable to him subject to the vesting of such Awarded Shares and Related Income in accordance with these rules;

5.13.2 a Selected Employee shall have no rights in the Residual Cash or any of the Returned Shares;

5.13.3 no instructions may be given by a Selected Employee to the Trustee in respect of the Awarded Shares and the Related Income, and such other properties of the Trust;

5.13.4 the Trustee shall not exercise the voting rights in respect of any Shares held under the Trust (including but not limited to the Awarded Shares, the Further Shares, the Returned Shares, any bonus Shares and scrip Shares) or take any action in relation to such Shares in the event of a proposed change of Control of the Company;

5.13.5 a Selected Employee shall have no rights in the balance fractional Shares of the Related Income of an Award, the balance fractional Shares of the Shares not allocated to him pursuant to these rules and the fractional Shares arising out of consolidation of Shares (such Shares shall be deemed as Returned Shares for the purposes of the Scheme);

5.13.6 all cash income and the sale proceeds of non-cash and non-scrip distribution declared in respect of a Share held upon the Trust will be applied towards the purchase of Further Shares. In the event the record date for ascertaining entitlement to the relevant distribution in respect of an Awarded Share held upon the Trust is on a date earlier than a Vesting Date for the relevant Award but the date of purchase of the Further Shares referable to such Awarded Share falls on or after that Vesting Date, the Trustee shall, immediately after the purchase, notify and send to the relevant Selected Employee an election form and, subject to the receipt by the Trustee of duly executed Vesting Documents and payment of the Vesting Expenses (as applicable) within the period prescribed by the Trustee, the Trustee shall transfer such Further Shares to, or to the order of, that Selected Employee in accordance with the instructions set out in that Selected Employee's election form;

5.13.7 in the case of Awarded Shares and Related Income attributable to Awards other than (i) Senior Executive Awards that are not affected by the relevant Selected Employee ceasing to be an Employee (as determined by the Board pursuant to Paragraph 5.9.2) and (ii) Awards to Automatic Good Leavers, save as provided under Paragraphs 5.6.1 and 5.14, where a Selected Employee ceases to be an

Employee on or prior to the relevant Vesting Date, the award of the Awarded Shares and Related Income of that Selected Employee in respect of the relevant Vesting Date shall lapse, such Awarded Shares and Related Income shall not vest on the relevant Vesting Date and that Selected Employee shall have no claims against the Company or the Trustee;

- 5.13.8** in the event a Selected Employee that has been granted a Senior Executive Award is not an Employee on the relevant Vesting Date and this constitutes a Total Lapse in respect of some or all of the Senior Executive Awards of such Selected Employee, the award of the Awarded Shares and the Related Income in respect of the relevant Vesting Date attributable to such Senior Executive Awards subject to the Total Lapse shall lapse, such Awarded Shares and Related Income shall not vest on the relevant Vesting Date and the Selected Employee shall have no claims against the Company or the Trustee in respect of the Total Lapse of such Senior Executive Awards; and
- 5.13.9** in the case of the death of a Selected Employee, where the Benefits are forfeited in accordance with Paragraph 5.8, the legal personal representatives of the Selected Employee shall have no claims against the Company or the Trustee.
- 5.14** No payment shall be made to the Trustee pursuant to Paragraph 5.4.3, no discretion shall be exercised as to the granting of “good leaver” status or the grant, vesting terms or conditions of Awards by the Board, the Remuneration Committee (or the Chief Executive of the Company or such other persons designated by the Board under Paragraph 5.6) pursuant to these Scheme Rules and no instructions to deal in any Shares shall be given to the Trustee under the Scheme where such payment, exercise of discretion or giving of instructions (as applicable) is prohibited under the Listing Rules, the SFO or other applicable laws from time to time (and such prohibition has not been waived in respect of the Company). Where such a prohibition causes a timeline under the Scheme or the Trust Deed to be missed (including without limitation, in respect of any Vesting Date, Total Lapse event, Partial Lapse event or the exercise of any discretion by the Board, the Remuneration Committee or the Chief Executive or such other persons designated by the Board under Paragraph 5.6), that timeline shall be treated as extended until as soon as practicable after the first date on which the prohibition no longer prevents the relevant action or event, or as soon as practicable after a decision has been made as to whether the discretion should or should not be exercised, as the case may be.
- 5.15** In respect of the administration of the Scheme, the Company shall comply with all applicable disclosure regulations including without limitation those imposed by the Listing Rules from time to time.
- 5.16** All cash income and the net sale proceeds of non-cash and non-scrip distributions declared in respect of Awarded Shares will be applied towards the purchase of the maximum board lots of Further Shares at the prevailing market price within 10 Business Days (on which trading of the Shares has not been suspended) of receipt of such cash income or sale proceeds (or such longer period as the Trustee and the Company may agree from time to time having regard to the circumstances of the purchase concerned) and the payment of the relevant purchase expenses. Any remaining cash income or sale proceeds after such purchase shall be applied to settle the fees, costs and expenses of the Trust. Such Further Shares shall be allocated to and held upon the Trust for the relevant Selected Employees pro-rata to the referable number of Awarded Shares held by the

Trustee for him. No fractional Shares shall be allocated to a Selected Employee. All fractional Shares shall be aggregated as Returned Shares for the purposes of the Scheme.

6 Takeover, Rights Issue, Open Offer, Scrip Dividend Scheme, etc.

- 6.1** If there occurs an event of change in Control of the Company, whether by way of offer, merger, scheme of arrangement or otherwise, all the Awarded Shares and the Related Income shall immediately vest on the date when such change of Control event becomes or is declared unconditional or in the case of a scheme of arrangement on the record date for determining entitlements under such scheme and such date shall be deemed the Vesting Date. Subject to the receipt by the Trustee of duly executed Vesting Documents and payment of the Vesting Expenses (as applicable) within the period prescribed by the Trustee, the Trustee shall transfer the Awarded Shares and the Related Income (or the consideration received by the Trustee for them, pursuant to the event of change in Control) to, or to the order of, the Selected Employee in accordance with the instructions set out in that Selected Employee's election form.
- 6.2** In the event the Company undertakes an open offer of new securities in respect of any Shares which are held by the Trustee under the Scheme, the Trustee shall not subscribe for any new Shares. In the event of a rights issue by the Company, the Trustee shall sell the maximum amount of the nil-paid rights allotted to it as will allow it to obtain an amount of net proceeds sufficient for the subscription of the rights Shares it is entitled to pursuant to the remaining rights allotted to it. The net proceeds of sale of such rights shall be held as income of the Trust and applied in the subscription of rights Shares under the rights issue. Such rights Shares shall be regarded as Further Shares and be allocated in the manner set out in Paragraph 5.16.
- 6.3** In the event the Company issues bonus warrants in respect of any Shares which are held by the Trustee, the Trustee shall not subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants and shall sell the bonus warrants created and granted to it and the net proceeds of sale of such bonus warrants shall be held as income of the Trust Fund and shall be applied in accordance with Paragraph 5.16.
- 6.4** In the event the Company undertakes a scrip dividend scheme, the Trustee shall elect to receive scrip Shares.
- 6.5** In the event the Company undertakes a consolidation of the Shares, all fractional Shares arising out of such consolidation in respect of the Awarded Shares and the Related Income of a Selected Employee shall be deemed Returned Shares for the purposes of the Scheme and shall not be transferred to the relevant Selected Employee on the relevant Vesting Date.
- 6.6** In the event of other non-cash and non-scrip distributions made by the Company in respect of Shares held upon the Trust, the Trustee shall dispose of such distributions and the net sale proceeds of such disposal shall, subject to Paragraph 12.7, be deemed as cash income of a Share held upon the Trust and shall be applied in accordance with Paragraph 5.16.

7 Scheme Limit

- 7.1** The Board shall not make any further Award which will result in the number of Shares awarded by the Board under the Scheme representing in excess of three per cent. of the

number of Shares in issue as at the Adoption Date (subject to adjustment in the case of any conversion of any or all of the Shares in issue at the time into a larger or smaller number of Shares in accordance with section 170(2)(e) of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)).

- 7.2** The maximum number of Shares which may be awarded to a Selected Employee under the Scheme shall not exceed one per cent. of the number of Shares in issue as at the Adoption Date (subject to adjustment in the case of any conversion of any or all of the Shares in issue at the time into a larger or smaller number of Shares in accordance with section 170(2)(e) of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)).

8 Returned Shares

The Trustee shall hold Returned Shares exclusively for the benefit of all or one or more of the Employees (excluding any Excluded Employee) and/or Selected Employees, as the Trustee in its absolute discretion shall at any time determine, after having taken into consideration recommendations of the Board. When Returned Shares have been awarded, the Trustee shall notify the Board accordingly.

9 Disputes

Any dispute arising in connection with the Scheme shall be referred to the decision of the Board who shall act as experts and not as arbitrators and whose decision shall be final and binding.

10 Alteration of the Scheme

- 10.1** The Scheme may be altered in any respect by a resolution of the Board provided that no such alteration shall operate to affect adversely any subsisting rights of any Selected Employee except with:

10.1.1 the consent in writing of Selected Employees whose Awarded Shares amount to three-fourths in nominal value of all Shares held by the Trustee on that date; or

10.1.2 the sanction of a resolution at a meeting of Selected Employees passed by not less than three-fourths of the votes cast by Selected Employees entitled to vote at the meeting.

- 10.2** For any meeting of Selected Employees referred to in Paragraph 10.1 all the provisions of the Articles as to general meetings of the Company shall mutatis mutandis apply as though the Shares then held by the Trustee on behalf of Selected Employees were a separate class of shares forming part of the share capital of the Company except that:

10.2.1 not less than 7 days' notice of such meeting shall be given;

10.2.2 a quorum at any such meeting shall be any two Selected Employees present in person or by proxy, unless at the time of such meeting there is only one Selected Employee, in which case a quorum shall be one Selected Employee present in person or by proxy;

10.2.3 every Selected Employee present in person or by proxy at any such meeting shall be entitled on a show of hands to one vote, and on a poll, to one vote for each Awarded Share proposed to be awarded to him and held by the Trustee (but, for

the avoidance of doubt, excluding for this purpose any Shares representing the Related Income);

10.2.4 any Selected Employee present in person or by proxy may demand a poll; and

10.2.5 if any such meeting is adjourned for want of a quorum, such adjournment shall be to such date and time, not being less than 7 or more than 14 days thereafter, and to such place as may be appointed by the chairman of the meeting. At any adjourned meeting those Selected Employees who are then present in person or by proxy shall form a quorum and at least 7 days' notice of any adjourned meeting shall be given in the same manner as for an original meeting and such notice shall state that those Selected Employees who are then present in person or by proxy shall form a quorum.

11 Termination

11.1 The Scheme shall terminate on the earlier of:

11.1.1 the expiry of the Trust Period; and

11.1.2 such date of early termination as determined by the Board provided that such termination shall not affect any subsisting rights of any Selected Employee under the Scheme.

11.2 Upon termination:

11.2.1 all the Awarded Shares and the Related Income shall become vested on the Selected Employee to which they are referable on the date of termination subject to the receipt by the Trustee of duly executed Vesting Documents and payment of the Vesting Expenses (as applicable) within the period prescribed by the Trustee save in respect of those Awards that are subject to a Total Lapse;

11.2.2 Returned Shares and such non-cash income remaining in the Trust Fund shall be sold by the Trustee, within 20 Business Days (on which the trading of the Shares has not been suspended) of receiving notice of the termination of the Scheme (or such longer period as the Board may otherwise determine); and

11.2.3 Residual Cash, net proceeds of sale referred to in Paragraph 11.2.2 and such other funds remaining in the Trust (after making appropriate deductions in respect of all disposal costs, liabilities and expenses in accordance with the Trust Deed) shall be remitted to the Company immediately after the sale. For the avoidance of doubt, the Trustee may not transfer any Shares to the Company nor may the Company otherwise hold any Shares or any interest in Shares whatsoever (other than its interest in the proceeds of sale of such Shares pursuant to Paragraph 11.2.2).

11.3 The temporary suspension of the granting of any Award shall not be construed as a decision to terminate the operation of the Scheme.

12 Miscellaneous

12.1 The Scheme shall not form part of any contract of employment between the Company or any Subsidiary and any Employee, and the rights and obligations of any Employee under the terms of his office or employment shall not be affected by his participation in the Scheme or any right which he may have to participate in it and the Scheme shall afford

such Employee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.

- 12.2** The Company shall bear the costs of establishing and administering the Scheme, including, for the avoidance of doubt, costs arising from communication as referred to in Paragraph 12.3, expenses incurred in the purchase of Shares by the Trustee and stamp duty and normal registration fees (i.e. not being fee chargeable by the share registrar for any express service of registration) in respect of the transfer of Shares to Selected Employees on the relevant Vesting Date. The Company shall not be liable for any tax or expenses of such other nature payable on the part of any Employee or former Employee or the Trustee in respect of any sale, purchase, vesting or transfer of Shares.
- 12.3** Any notice or other communication between the Company, the Trustee and any Employee may be given by sending it by prepaid post or by personal delivery to the recipient's registered office (in the case of notices to the Company or the Trustee) or such address notified by the recipient to the other parties for this purpose from time to time. Notices may also be sent electronically to recipients by sending it to the address notified by the recipient to the other parties from time to time for the receipt of electronic notices.
- 12.4** Any notice or other communication served shall be deemed to have been served:
- 12.4.1** if delivered personally, at the time of delivery;
 - 12.4.2** if sent by post, 24 hours after it was put in the post; or
 - 12.4.3** if sent electronically, at the time of transmission if no delivery failure notification is received by the sender 24 hours after transmitting the message.
- 12.5** The Company shall not be responsible for any failure by any Employee or Selected Employee to obtain any consent or approval required for such Employee or Selected Employee to participate in the Scheme as a Selected Employee or for any tax, duty, expenses, fees or any other liability to which he may become subject as a result of his participation in the Scheme.
- 12.6** Each and every provision of these rules shall be treated as a separate provision and shall be severally enforceable as such and 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 these rules of the Scheme, and any such deletion shall not affect the enforceability of the remaining rules of the Scheme.
- 12.7** The Selected Employee will be liable for all taxes, social security contributions and other levies arising out of or in connection with his participation in the Scheme and will indemnify the Trustee and all members of the Group against any liability each of them may have to pay or account for such taxes, contributions or levies. To give effect to this, the Trustee or any member of the Group may, notwithstanding anything else in these rules:
- 12.7.1** reduce the number of the Selected Employee's Awarded Shares or the amount of the Related Income;
 - 12.7.2** sell, on the Selected Employee's behalf, such number of Shares to which the Selected Employee becomes entitled under the Scheme and retain the proceeds and/or pay it to the relevant tax or social security authorities;

12.7.3 reduce the amount of cash income or sale proceeds attributable to an Awarded Share which would otherwise be applied towards the purchase or subscription of Further Shares in accordance with the Scheme; and/or

12.7.4 deduct the amount of any such liability from any payment made under these rules, any payment of salary, bonus or any other payment due to the Selected Employee.

It shall be a condition of any transfer of Awarded Shares and Related Income to a Selected Employee that the Selected Employee first satisfies the Trustee that his obligations under this Paragraph 12.7 have been satisfied.

12.8 By participating in the Scheme, the Selected Employee consents to the holding, processing, storage and use of personal data or information provided by him to any member of the Group, the Trustee or other third party service provider, in Hong Kong or elsewhere, for all purposes relating to the administration, management or operation of the Scheme. These include, but are not limited to:

12.8.1 administering and maintaining records of Selected Employees;

12.8.2 providing data or information to members of the Group, the Trustee, registrars, brokers or third party administrators or managers of the Scheme, in Hong Kong or elsewhere;

12.8.3 providing data or information to future purchasers or merger partners of the Company, the Selected Employee's employing company, or the business in which the Selected Employee works;

12.8.4 transferring data or information about the Selected Employee to a country or territory outside the Selected Employee's home country which may not provide the same statutory protection for the information as his home country.

The Selected Employee is entitled, on payment of a fee, to a copy of the personal data held about him, and if anything is inaccurate the Selected Employee has the right to have it corrected.

13 Governing Law, etc.

13.1 The Scheme shall operate subject to the Articles and any applicable law.

13.2 The Scheme shall be governed by and construed in accordance with the laws of Hong Kong. The parties shall submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any claim or matter arising under the Scheme.