

Astrum Financial Holdings Limited
阿仕特朗金融控股有限公司

(Incorporated in the Cayman Islands with limited liability)

RULES OF THE
SHARE OPTION SCHEME

I, Pan Chik, a director of Astrum Financial Holdings Limited, hereby certify that pursuant to paragraph 2.4 of the rules of the Share Option Scheme hereto attached, that the conditions set out in paragraph 2.1 of such rules were satisfied on the date set out below and that such date is the “Adoption Date” as defined in such rules:

Adoption Date: _____ **2026**

Name : Pan Chik
Position: Director

I N D E X

<u>Clause no.</u>	<u>Heading</u>	<u>Page no.</u>
1	Definitions.....	1
2	Conditions.....	4
3	Purpose, duration and administration.....	5
4	Grant and acceptance of Options.....	9
5	Subscription Price.....	11
6	Exercise of Options.....	12
7	Early termination of Option Period.....	15
8	Maximum number of Shares available for subscription.....	16
9	Adjustments to the outstanding Options.....	19
10	Cancellation of Options.....	20
11	Share capital.....	21
12	Disputes.....	21
13	Alteration of this Scheme.....	21
14	Termination.....	22
15	Miscellaneous.....	22

1. DEFINITIONS

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

“Adoption Date”

the date on which this Scheme is adopted upon fulfilment of the conditions set out in paragraph 2.1;

“Articles”

the articles of association of the Company as amended from time to time;

“associate”

has the meaning ascribed thereto in the GEM Listing Rules.

“Auditors”

the auditors for the time being of the Company;

“Board”

the board of Directors for the time being or a duly authorised committee thereof;

“Business Day”

any day on which the Stock Exchange is open for the business of dealing in securities;

“close associate”

has the meaning as defined in the GEM Listing Rules;

“Company”

Astrum Financial Holdings Limited, a company incorporated in the Cayman Islands as an exempted company with limited liability, the Shares of which are listed on GEM;

“connected person”

has the meaning as defined in the GEM Listing Rules;

“core connected person”

has the meaning as defined in the GEM Listing Rules;

“Director(s)”

the director(s) of the Company for the time being;

“Eligible Participant(s)”

the person(s) to whom the Directors may extend an Offer to take up Options as referred to in paragraph 3.3;

“Employee Participant(s)”

has the meaning ascribed to it in paragraph 3.3(a);

“Exercise Date”

has the meaning ascribed to it in paragraph 6.7;

“GEM”

GEM operated by the Stock Exchange;

“GEM Listing Rules”

the Rules Governing the Listing of Securities on GEM;

“Grantee”

any Eligible Participant who accepts the Offer in accordance with the terms of this Scheme or (where the context so permits and as referred to in paragraph 6.6(a)) his Personal Representative(s);

“Group”

the Company and all of its subsidiaries from time to time, and “**member(s) of the Group**” shall be construed accordingly;

“HK\$”

Hong Kong dollars, the lawful currency of Hong Kong for the time being;

“Hong Kong”

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

“inside information”

has the meaning defined in the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended from time to time;

“Offer”

an offer for the grant of an Option made in accordance with this Scheme;

“Offer Date”

the date, which must be a Business Day, on which an Offer is made to an Eligible Participant;

“Option(s)”

any option(s) to be granted to Eligible Participant(s) to subscribe for Shares granted pursuant to this Scheme;

“Option Period”

in respect of any particular Option, the period to be determined and notified by the Directors to the Grantee thereof at the time of making an Offer provided that such period shall not exceed a period of ten (10) years from the Offer Date of the particular Option but subject to the provisions for early termination thereof contained herein and, in the absence of such determination, from the Offer Date to the earlier of (i) the date on which such Option lapses under the provisions of paragraph 7; and (ii) ten (10) years from the Offer Date of that Option;

“Personal Representative(s)”

the person or persons who, in accordance with the laws of succession applicable in respect of the death of a Grantee, is or are entitled to exercise the Option granted to such Grantee (to the extent not already exercised);

“Related Entity Participant(s)”

has the meaning as ascribed to it under paragraph 3.3(b);

“Service Provider(s)”

has the meaning as ascribed to it under paragraph 3.3(c);

“Service Provider Sublimit”

has the meaning ascribed to it in paragraph 8.2(b);

“Scheme”

this share option scheme in its present form or as may be amended in accordance with paragraph 13;

“Scheme Mandate Limit”

has the meaning ascribed to it in paragraph 8.2(a);

“Share Registrar”

branch share registrar and transfer office of the Company in Hong Kong for the time being;

“Share(s)”

share(s) of HK\$0.1 each (or such other nominal amount as shall result from a sub-division, consolidation, re-classification or re-construction of the share capital of the Company of such shares) of the Company;

“Shareholder(s)”

holder(s) of the issued Share(s) from time to time;

“Stock Exchange”

The Stock Exchange of Hong Kong Limited;

“Subscription Price”

the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option as determined in accordance with paragraph 5;

“Subsidiary”

a company which is for the time being and from time to time a subsidiary or a subsidiary undertaking (within the meaning of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere or any entity which is accounted for or consolidated in the audited accounts of the Company pursuant to the applicable Hong Kong Financial Reporting Standards or International Financial Reporting Standards;

“Takeovers Code”

the Code on Takeovers and Mergers issued by the Securities and Futures Commission of Hong Kong;

“Termination Date”

close of business of the Company on the date which falls ten (10) years after the Adoption Date;

“treasury shares”

Shares repurchased and held by the Company in treasury as treasury shares in accordance with the Articles;

“Vesting Period”

has the meaning ascribed to it in paragraph 6.4; and

“%”

per cent.

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

- (a) paragraph headings are for ease of reference only and shall be ignored in construing this Scheme;
- (b) references to paragraph or paragraphs are references to paragraph or paragraphs hereof;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing one gender include both genders and the neuter and vice versa;
- (e) references to persons include bodies corporate and unincorporated;
- (f) references to any statutory provisions or rules prescribed by any statutory bodies shall include the same as from time to time amended, consolidated and re-enacted; and
- (g) references to any statutory body shall include the successor thereof and anybody established to replace or assume the functions of the same.

1.3 For the purpose of this Scheme, references to new Shares include treasury shares and references to the issue of new Shares include the transfer of treasury shares.

2. CONDITIONS

2.1 The adoption of this Scheme is conditional upon:

- (a) the Stock Exchange granting approval for the listing of and permission to deal in such number of Shares representing the Scheme Mandate Limit; and

- (b) the passing of the necessary resolution at a general meeting of the Company approving the adoption of this Scheme and authorising the Directors to grant Options to Eligible Participants and to allot and issue Shares pursuant to the exercise of any Options granted under this Scheme.
- 2.2 If the conditions referred to in paragraph 2.1 are not satisfied on or before the date falling 90 days after the date of the meeting of the Board held for the purpose of approving this Scheme, this Scheme shall forthwith determine and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of this Scheme.
- 2.3 Reference in paragraph 2.1(a) to the Stock Exchange formally granting the approvals, listing and permission referred to therein shall include any such approvals, listing and permission which are granted subject to the fulfilment of any condition precedent or condition subsequent.
- 2.4 A certificate of a Director that the conditions set out in paragraph 2.1 have been satisfied and the date on which such conditions were satisfied or that such conditions have not been satisfied as of any particular date and the exact date of the Adoption Date shall be conclusive evidence of the matters certified.

3. **PURPOSE, DURATION AND ADMINISTRATION**

- 3.1 The purpose of the Scheme is to enable the Group to grant Options to the Eligible Participants as incentives and rewards for their contribution to the Group and/or to enable the Group to recruit and retain high-calibre personnel and attract human resources that are valuable to the Group and whose contributions are important to the long-term development and profitability of the Group.
- 3.2 The Scheme shall be subject to the administration of the Board whose decision on all matters arising in relation to this Scheme or its interpretation or application or effect shall be final and binding on all persons who may be affected thereby. For the avoidance of doubt, subject to compliance with the requirements of the GEM Listing Rules and the provisions of this Scheme, the Board shall have the right to (i) interpret and construe the provisions of this Scheme; (ii) determine the persons who will be offered Options under this Scheme, and the number of Shares and the Subscription Price, in relation to such Options; (iii) make such appropriate and equitable adjustments to the terms of Options granted under this Scheme as it may deem necessary; and (iv) make such other decisions or determinations or regulations as it shall deem appropriate for the administration of this Scheme.
- 3.3 The Eligible Participants shall comprise one or more of the following:
 - (a) director(s) and employee(s) (whether full-time or part-time) of the Company or any of its Subsidiaries (including persons who are granted Options under this scheme as an inducement to enter into employment contracts with such companies) (“**Employee Participant(s)**”);

- (b) director(s) and employee(s) (whether full-time or part-time) of the holding companies, fellow subsidiaries or associated companies of the Company (“**Related Entity Participant(s)**”); and
- (c) person(s) who provide services to any member of the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long-term growth of the Group, which include person or corporate entity who contributes to the Group through (a) acting as account executives of the Group, and (b) acting as agents, consultants or advisers who provide recurring, non-discretionary, ongoing services and support in respect of marketing and promotion, business referrals as well as investor and public relations management, which relate to the Group’s principal business and/or other business(es) that may be carried out by the Group, but exclude any placing agent or financial adviser providing advisory services to the Group for fundraising, mergers or acquisitions, and other professional services provider such as auditor or valuer who provide assurance services to the Group, or are required to perform their services with impartiality and objectivity (“**Service Provider(s)**”).

3.4 In determining the basis of eligibility of each Eligible Participant, the Board would take into account (without prejudice to the operation of the other provisions of this Scheme) (i) the actual degree of involvement in and/or cooperation with the Group and length of collaborative relationship the Eligible Participant has established with the Group (if the Eligible Participant is a Service Provider); and (ii) the amount/extent of support, assistance, guidance, advice, efforts and contributions the Eligible Participant has exerted and given towards the success of the Group and the amount/extent of potential support, assistance, guidance, advice, efforts and contributions the Eligible Participant is likely to be able to give or make towards the success of the Group in the future.

3.5 For Employee Participants, the factors in assessing whether any individual is eligible to participate in this Scheme include: (i) the individual’s skills, knowledge, experience, expertise and other relevant personal qualities; (ii) the individual performance; (iii) time commitment, responsibilities or employment terms according to the prevailing market practice and industry standard; (iv) the length of engagement with the Group; and (v) the individual contribution and potential contribution to the development and growth of the Group.

3.6 For Related Entity Participants, the factors in assessing whether any individual is eligible to participate in this Scheme include: (i) the positive impacts brought by, or expected from, the Related Entity Participant on the Group’s business development in terms of quantifiable increase in the Group’s turnover or profits and/or an addition of expertise to the Group attributable to the Related Entity Participant’s services; (ii) the period of engagement or employment of the Related Entity Participant by the Group; (iii) the number, scale and nature of the projects in which the Related Entity Participant is involved; (iv) whether the Related Entity Participant has referred or introduced opportunities to the Group which have materialised into further business relationships which can be assessed by the number of new client accounts opened or mandate letters executed or the amount of commission/fee income generated for the Group through the referral or

introduction by the Related Entity Participant; (v) whether the Related Entity Participant has assisted the Group in tapping into new markets and/or increased its market share, including the successful expansion of the Group's financial services into new geographic regions or demographic segments, measured by the growth in the number of active trading accounts; and (vi) the materiality and nature of the business relation of the holding companies, fellow subsidiaries or associated companies with the Group and the Related Entity Participant's contribution in such holding companies, fellow subsidiaries or associated companies which may benefit the core business of the Group through a collaborative relationship.

- 3.7 For Service Providers, their eligibility will be considered on a case by case basis and the factors for assessing whether such Service Provider is eligible to participate in this Scheme include, in particular: (i) the individual performance of relevant Service Providers; (ii) the length of business relationship with the Group; (iii) the nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties); (iv) the background, reputation and track record of the relevant Service Providers; (v) the scale of business dealings with the Group, in particular, whether such Service Providers could bring positive impacts to the Group's business with regard to factors such as the actual and expected increase in the Group's revenue or profits or reduction in costs which is or may be attributable to the Service Provider; and (vi) the Group's future business plans in relation to further collaboration with such Service Providers and the long term support that the Group may receive accordingly. Further, with respect to the eligibility of each category of the Service Providers, the Board will, on a case by case basis, specifically consider the following factors:

(a) Account executives

Service Providers under this category include account executives of the Group who support the Group's core revenue-generating activities in (i) brokerage services (for stocks, futures, and options); and (ii) placing and underwriting services and/or other business(es) that may be carried out by the Group from time to time.

The Board will take into account, amongst others, (i) the volume and value of the business referred or generated by the relevant account executives; (ii) the quality and breadth of the client network they manage; (iii) the frequency of collaboration and length of business relationship with the Group; (iv) the nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties); (v) the background, reputation and track record of the relevant account executives; and (vi) the potential and actual contribution to the business affairs of the Group, in particular, whether such account executives could bring positive impacts to the Group's business.

(b) Agents, consultants and advisers

Service Providers under this category are independent agents, consultants

and advisers who provide recurring, non-discretionary, ongoing services and support to the Group in respect of marketing and promotion, business referrals as well as investor and public relations management, which relate to the Group's principal business and/or other business(es) that may be carried out by the Group from time to time. The Service Providers under this category may also contribute to the Group's business on areas that are desirable and necessary from a commercial perspective and help maintain or enhance the competitiveness of the Group by way of introducing new customers or business opportunities to the Group and/or applying their specialised skills and/or knowledge in the abovementioned fields.

The Board will take into account, amongst others, (i) individual performance of the relevant agent, consultant and adviser; (ii) their knowledge, experience and network in the relevant industry; (iii) the frequency of collaboration and length of business relationship with the Group; (iv) the nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties); (v) the background, reputation and track record of the relevant agent, consultant and adviser; (vi) the potential and actual contribution to the business affairs of the Group, in particular, whether such agent, consultant and adviser could bring positive impacts to the Group's business; and (vii) other factors, including but not limited to the capability, expertise, technical know-how and/or business connections of the relevant agent, consultant and adviser, and/or the synergy between the relevant agent, consultant and adviser and the Group.

In assessing whether the Service Provider provides services to the Group on a continuing and recurring basis and in its ordinary and usual course of business, the Board will take into consideration (i) the length and type of services provided and the recurrences and regularity of such services; (ii) the nature of the services provided to the Group by the Service Provider; and (iii) whether such services form part of or are directly ancillary to the businesses conducted by the Group.

- 3.8 Subject to paragraphs 2 and 14, this Scheme shall be valid and effective until the Termination Date, after which period no further Options will be granted but the provisions of this Scheme shall remain in force to the extent necessary to give effect to the exercise of any Options granted or exercised prior thereto or otherwise as may be required in accordance with the provisions of this Scheme.
- 3.9 A Grantee shall ensure that the acceptance of an Offer, the holding and exercise of his Option in accordance with this Scheme, the allotment and issue of Shares to him upon the exercise of his Option and the holding of such Shares are valid and comply with all laws, legislations and regulations including all applicable exchange control, fiscal and other laws to which he is subject. The Directors may, as a condition precedent of making an Offer and allotting Shares upon an exercise of an Option, require an Eligible Participant or a Grantee (as the case may be) to produce such evidence as it may reasonably require for such purpose.
- 3.10 The Board may at its discretion specify any condition in the offer letter at the grant

of the relevant Option which must be satisfied before an Option may be exercised. Save as determined by the Board and provided in the offer letter of the grant of the relevant Option, there is no performance target which must be achieved before an Option can be exercised under the terms of this Scheme nor any specific clawback mechanism for the Company to recover or withhold any Options granted to any Eligible Participant.

4. GRANT AND ACCEPTANCE OF OPTIONS

4.1 The Board shall, subject to and in accordance with the provisions of this Scheme and the GEM Listing Rules, be entitled (but shall not be bound) at any time and from time to time on any Business Day within a period of ten (10) years commencing on the Adoption Date to make an Offer to such Eligible Participant as it may in its absolute discretion select, to take up options to subscribe, and no person other than the Eligible Participant named in such Offer may subscribe, for such number of Shares as the Board may determine at the Subscription Price, provided that no such Offer shall be made if a prospectus is required to be issued under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or any applicable laws or if such grant will result in the breach by the Company or the Directors of any applicable securities laws and regulations in any jurisdiction. For the avoidance of doubt, the grant of any options by the Company for the subscription of Shares or other securities of the Group to any Eligible Participant shall not, by itself, unless the Directors otherwise determine, be construed as a grant of Option under this Scheme.

4.2 Notwithstanding the foregoing paragraph 4.1, for so long as the Shares are listed on GEM, no Option shall be granted by the Company:

- (1) after inside information has come to its knowledge until (and including) the trading day after such inside information has been announced by the Company pursuant to the requirements of the GEM Listing Rules;
- (2) during the period commencing from thirty (30) days immediately preceding the earlier of:
 - (a) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the GEM Listing Rules) for approving the Company's results for any year, half-year or quarter-year period or any other interim period (whether or not required under the GEM Listing Rules); and
 - (b) the deadline for the Company to announce its results for any year or half year under the GEM Listing Rules, or quarterly or any other interim period (whether or not required under the GEM Listing Rules),and ending on the date of the results announcements (or during any period of delay in publishing results announcements); and
- (3) to an Eligible Participant who is a Director during the periods or times in which the Directors are prohibited from dealing in Shares pursuant to

Rules 5.48 to 5.67 of the GEM Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company.

- 4.3 The making of an Offer to any connected person of the Company, or any of their respective associates must be approved by the independent non-executive Directors (excluding any independent non-executive Director who or whose associate is the proposed Grantee of an Option).
- 4.4 An Offer shall be made to an Eligible Participant in writing (and unless so made shall be invalid) in such form as the Board may from time to time determine, either generally or on a case-by-case basis, specifying the number of Shares under the Option and the Option Period in respect of which the Offer is made and further requiring the Eligible Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of this Scheme and shall remain open for acceptance by the Eligible Participant concerned (and by no other person, including his Personal Representative(s)) for a period of up to twenty-one (21) days inclusive of, and from the Offer Date provided that no such Offer shall be open for acceptance after the earlier of the Termination Date or the date of early termination of this Scheme. If the Grantee fails to accept the Offer within the aforesaid period, the Offer shall lapse and no Option shall be deemed as granted under such circumstances.
- 4.5 An Offer shall state, in addition to the matters specified in paragraph 4.4, the following:
- (a) the name, address and position (where the Eligible Participant is an Employee Participant or a Related Entity Participant) of the Eligible Participant;
 - (b) the number of Shares under the Option in respect of which the Offer is made and the Subscription Price for such Shares;
 - (c) the Vesting Period, taking into account the requirements set out in paragraphs 6.4 and 6.5 below;
 - (d) the Option Period in respect of which the Offer is made or, as the case may be, the Option Period in respect of separate parcels of Shares under the Option comprised in the Offer;
 - (e) the last date by which the Offer must be accepted (which may not be later than twenty-one (21) days from the Offer Date);
 - (f) the procedure for acceptance;
 - (g) the performance target(s) (if any) that must be attained by the Eligible Participant before any Option can be exercised, the description thereof and the method of assessing how they are satisfied, or if there is no performance target, a negative statement to that effect provided that if the performance target is set, it shall be subject to the other applicable provisions of this Scheme;

- (h) the clawback mechanism for the Company to recover or withhold any Options granted to any Eligible Participants in the event of, for example, serious misconduct, conviction of any criminal offence involving integrity or dishonesty or other special circumstances as identified by the Directors;
- (i) such other terms and conditions of the Offer as may be imposed by the Directors as are not inconsistent with this Scheme; and
- (j) a statement requiring the Eligible Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of this Scheme.

4.6 An Offer shall be deemed to have been accepted by an Eligible Participant concerned in respect of all Shares under the Option which are offered to such Eligible Participant when the duplicate letter comprising acceptance of the Offer duly signed by the Eligible Participant with the number of Shares in respect of which the Offer is accepted as stated therein, together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof is received by the Company within such time as may be specified in the Offer (which shall not be later than twenty-one (21) days from the Offer Date). Such remittance shall in no circumstances be refundable.

4.7 Any Offer may be accepted by an Eligible Participant in respect of such number of Shares which is less than the number of Shares offered and such number shall be clearly stated in the duplicate letter comprising acceptance of the Offer duly signed by such Eligible Participant and received by the Company together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof within such time as may be specified in the Offer (which shall not be later than twenty-one (21) days from the Offer Date). Such remittance shall in no circumstances be refundable.

4.8 Upon an Offer being accepted by an Eligible Participant in whole or in part in accordance with paragraphs 4.6 and 4.7, an Option in respect of the number of Shares in respect of which the Offer was so accepted will be deemed to have been granted by the Company to such Eligible Participant on the Offer Date, subject to vesting.

4.9 The Option Period of an Option may not end later than ten (10) years after the Offer Date of that Option.

4.10 Options will not be listed or dealt in on GEM.

4.11 Without prejudice to paragraph 4.2 above, for so long as the Shares are listed on GEM, the Company shall not grant any Options or make any Offer during the period in which the Company is prohibited from making any Offer under the GEM Listing Rules.

5. **SUBSCRIPTION PRICE**

- 5.1 The Subscription Price in respect of any Option shall, subject to any adjustments made pursuant to paragraph 9, be determined by the Board at its absolute discretion, provided that it shall be not less than the highest of:
- (a) the closing price of the Shares as shown in the daily quotations sheet of the Stock Exchange on the Offer Date, which must be a Business Day;
 - (b) the average of the closing prices of the Shares as shown in the daily quotations sheets of the Stock Exchange for the five (5) Business Days immediately preceding the Offer Date; and
 - (c) the nominal value of the Share on the Offer Date.
- 5.2 The Directors may grant Options in respect of which the Subscription Price is fixed at different prices for different periods during the Option Period provided that the Subscription Price for Shares for each of the different periods shall not be less than the Subscription Price determined in the manner set out in paragraph 5.1.

6. EXERCISE OF OPTIONS

- 6.1 Subject to paragraph 6.2, an Option shall be personal to the Grantee and shall not be transferable or assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest whatsoever in favour of any third party over or in relation to any Option or enter into any agreement so to do. Any breach of the foregoing by a Grantee shall entitle the Company to cancel any Option or any part thereof granted to such Grantee to the extent not already exercised. Such cancellation shall not be subject to the consent of the relevant Grantee as required under paragraph 10.
- 6.2 The Stock Exchange may consider granting a waiver to allow a transfer of an Option to a vehicle (such as trust or private company) for the benefit of the Grantee and any family members of such Grantee that would continue to meet purpose of this Scheme and comply with other requirements of the GEM Listing Rules. Where such waiver is granted, the beneficiaries of the trust or the ultimate beneficial owners of the transferee vehicle shall be disclosed.
- 6.3 Subject to paragraphs 3.8 and 15.8 and the fulfillment of all terms and conditions set out in the Offer, an Option shall be exercisable in whole or in part in the circumstances and in the manner as set out in this paragraph 6.3 or paragraph 6.6 (as the case may be) by the Grantee (or, as the case may be, his Personal Representative(s)) giving notice in writing to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is so exercised. Each of such notice must be accompanied by a remittance for the full amount of the Subscription Price for Shares in respect of which the notice is given. Within twenty-one (21) days after receipt of the notice and the remittance and, where appropriate, receipt of the Auditors' or independent financial adviser's certificate pursuant to paragraph 9, the Company shall accordingly allot and issue the relevant number of Shares to the Grantee (or, in the event of an exercise of Option by a Personal Representative pursuant to paragraph 6.6(a), to the estate of the Grantee) credited as fully paid and instruct the Share Registrar to issue to the Grantee (or his

estate in the event of an exercise by his Personal Representative(s) as aforesaid) a share certificate for the Shares so allotted and issued.

- 6.4 Save for the circumstances prescribed in paragraph 6.5, an Option must be held by the Grantee for the minimum period (the “**Vesting Period**”) specified in the Offer before the Option can be exercised and such period shall be at least twelve (12) months from the Offer Date.
- 6.5 The Board may at its absolute discretion grant a shorter Vesting Period to an Employee Participant in the following circumstances:
- (a) grants of “make-whole” Options to new joiners of the Group to replace the share options such person forfeited when leaving the previous employer;
 - (b) grants to a participant whose employment is terminated due to death or disability or occurrence of any out-of-control event;
 - (c) grants with performance-based vesting conditions in lieu of time-based vesting criteria;
 - (d) grants that are made in batches during a year for administrative and compliance reasons, which include Options that should have been granted earlier if not for such administrative or compliance reasons but had to wait for subsequent batch. In such case, the Vesting Period may be shorter to reflect the time from which the Option would have been granted; or
 - (e) grants of Options with a mixed or accelerated vesting schedule such as where the Options may vest evenly over a period of twelve (12) months.
- 6.6 Subject as hereinafter provided, an Option may (and may only) be exercised by the Grantee at any time or times during the Option Period provided that:
- (a) if the Grantee is an Employee Participant and in the event of his ceasing to be an Employee Participant by reason of his death before exercising the Option in full, his Personal Representative(s) may exercise the Option (to the extent not already exercised) in whole or in part in accordance with the provisions of paragraph 6.3 within a period of six (6) months following the date of death, or up to the expiration of the Option Period, whichever is earlier, or if any of the events referred to in paragraph 6.6(e) occur during such period, exercise the Option pursuant to paragraph 6.6(e) respectively;
 - (b) if the Grantee is an Employee Participant and in the event of his ceasing to be an Employee Participant by reason of ill-health or retirement as an employee in accordance with his contract of employment before exercising the Option in full, he may exercise the Option (to the extent not already exercised) in whole or in part in accordance with the provisions of paragraph 6.3 within a period of six (6) months following the date of such cessation, or up to the expiration of the Option Period, whichever is earlier, or if any of the events referred to in paragraph 6.6(e) occurs during such

period, exercise the Option pursuant to paragraph 6.6(e) respectively. The date of cessation as aforesaid shall be the last day on which the Grantee is actually at work with the Group whether salary is paid in lieu of notice or not;

- (c) if the Grantee is an Employee Participant and in the event of his ceasing to be an Employee Participant for any reason other than the reasons specified in paragraphs 6.6(a) and 6.6(b) before exercising the Option in full, his Option (to the extent not already exercised) shall lapse on the date of cessation or termination and not be exercisable unless the Directors otherwise determine in which event the Grantee may exercise the Option (to the extent not already exercised) in whole or in part in accordance with the provisions of paragraph 6.3 within such period as the Directors may determine following the date of such cessation or termination or, if any of the events referred to in paragraph 6.6(e) occurs during such period, exercise the Option pursuant to paragraph 6.6(e) respectively. The date of cessation or termination as aforesaid shall be the last day on which the Grantee is actually at work with the Group or the relevant company, whether salary is paid in lieu of notice or not;
- (d) once granted, the vesting date of an Option shall not be accelerated solely by reason of any general or partial offer being made to all holders of Shares, whether by way of a takeover offer, share repurchase offer, scheme of arrangement, or any similar transaction;
- (e) in the event a notice is given by the Company to its Shareholders to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as it despatches such notice to each Shareholder give notice thereof to all Grantees (containing an extract of the provisions of this paragraph) and thereupon, each Grantee or his Personal Representative(s) shall, subject to vesting and the provisions of all applicable laws, be entitled to exercise his Options (to the extent not already exercised) either to its full extent or to the extent specified in such notice in accordance with the provisions of paragraph 6.3 by giving notice in writing to the Company in accordance with the terms of this Scheme (such notice shall be received by the Company no later than two (2) Business Days prior to the general meeting), accompanied by a remittance for the full amount of the aggregate Subscription Price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot and issue the relevant Shares to the Grantee credited as fully paid, whereupon such Grantee shall accordingly be entitled, in respect of the Shares allotted and issued to him in the aforesaid manner, to participate in the distribution of the assets of the Company available in liquidation *pari passu* with the holders of the Shares in issue on the day prior to the date of such resolution. Subject thereto, all Options (whether vested or unvested) then outstanding shall lapse and determine on the commencement of the

winding-up of the Company; and

- (f) in the event of a compromise or arrangement between the Company and the Shareholders or its creditors being proposed for the purpose of or in connection with a scheme for the reconstruction or amalgamation of the Company, the Company shall give notice thereof to all Grantees on the same date as it gives notice of the meeting to the Shareholders or its creditors to summon a meeting to consider such a scheme or arrangement and subject to vesting, the Options (to the extent not already exercised) shall become exercisable in whole or in part on such date until the earlier of (i) two (2) months after that date or (ii) the date of the meeting directed to be convened by the court for the purposes of considering such a scheme or arrangement. The Company may thereafter require such Grantee to transfer or otherwise deal with the Shares issued as a result of such exercise of his Option so as to place the Grantee in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement. Subject thereto, all outstanding Option (whether vested or unvested) shall lapse and determine on the date the proposed compromise or arrangement becomes effective.

- 6.7 No dividends shall be payable in relation to Shares that are the subject of Options that have not been exercised. Shares to be allotted and issued upon the exercise of an Option will be subject to all the provisions of the Articles for the time being in force and will rank *pari passu* in all respects with the then existing fully paid Shares in issue on the date on which the Option is duly exercised or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members (the “**Exercise Date**”) and accordingly will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Exercise Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the Exercise Date. A Share allotted upon the exercise of an Option shall not carry voting rights until the name of the Grantee has been duly entered onto the register of members of the Company as the holder thereof.

7. EARLY TERMINATION OF OPTION PERIOD

- 7.1 The Option Period in respect of any Option shall automatically terminate and that Option (to the extent not already exercised) shall automatically lapse on the earliest of:
 - (a) the expiry of the Option Period;
 - (b) the expiry of any of the periods referred to in paragraph 6.6;
 - (c) the date on which the Grantee ceases to be an Employee Participant, or as the case may be, a Related Entity Participant by reason of a termination of his employment on the grounds that he has been guilty of persistent or serious misconduct, or has committed any act of bankruptcy or has

become insolvent or has made any arrangement or composition with his creditors generally, or has been convicted of any criminal offence (other than an offence which in the opinion of the Directors does not bring the Grantee or the Group into disrepute), or (if so determined by the Directors) on any other ground on which an employer would be entitled to terminate his employment at common law or pursuant to any applicable laws or under the Employee Participant's service contract with the Company or the relevant Subsidiary or the relevant related entity; and

- (d) in respect of a Grantee who is a Service Provider, the date on which the Directors shall at their absolute discretion determine that (i)(aa) such Grantee or his associate has committed any breach of any contract entered into between the Grantee or his associate on the one part and the Group on the other part; or (bb) that the Grantee has committed any act of bankruptcy or has become insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made any arrangement or composition with his creditors generally; or (cc) such Grantee could no longer make any contribution to the growth and development of the Group by reason of the cessation of its relations with the Group or by any other reason whatsoever; and (ii) the Option shall lapse automatically as a result of any event specified in sub-paragraph (aa), (bb) or (cc) above.

7.2 The Option Period in respect of any Option shall automatically terminate on the date on which the Directors shall exercise the Company's right to cancel the Option by reason of a breach of paragraph 6.1 by the Grantee in respect of that or any other Option.

7.3 Any early termination of the Option Period falling outside the circumstances of automatic lapse set out in paragraph 7.1 above (such as Board cancellation with the prior written consent of the relevant Grantee) will be regarded as a cancellation of the Option for the purpose of the New Share Option Scheme and the GEM Listing Rules.

7.4 A resolution of the Directors to the effect that the employment or directorship of a Grantee has or has not been terminated on one or more of the grounds specified in paragraph 7.1(c) has occurred shall be conclusive and binding on all persons who may be affected thereby.

7.5 Transfer of employment of a Grantee who is an Employee Participant from one member of the Group to another member of the Group shall not be considered a cessation of employment for the purpose of this Scheme. It shall not be considered a cessation of employment if a Grantee who is an Employee Participant is placed on such leave of absence which is considered by the directors of the relevant member of the Group not to be a cessation of employment of the Grantee.

8. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION

8.1 No options may be granted under this Scheme or any other share option schemes

adopted by the Group if the grant of such option will result in the limit referred to in paragraph 8.2 being exceeded.

8.2 Subject to the GEM Listing Rules:

- (a) the total number of Shares which may be allotted and issued upon exercise of all Options which may be granted at any time under this Scheme together with options and awards which may be granted under any other share schemes for the time being of the Company shall not in aggregate exceed such number of Shares as equals 10% of the Shares in issue (excluding treasury shares) as at the date of approval of this Scheme (the “**Scheme Mandate Limit**”). Options lapsed in accordance with the terms of this Scheme will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit (as defined below);
- (b) subject to paragraph 8.2(a), within the Scheme Mandate Limit, the total number of Shares which may be issued in respect of all Options which may be granted at any time under this Scheme together with options and awards which may be granted under any other share schemes for the time being of the Company to Service Providers shall not exceed such number of Shares as equals 1% of the Shares in issue (excluding treasury shares) as at the date of approval of this Scheme (the “**Service Provider Sublimit**”);
- (c) the Company may seek approval of the Shareholders in general meeting to refresh the Scheme Mandate Limit and/or the Service Provider Sublimit under this Scheme on or after the third (3rd) anniversary of the date of the shareholders’ approval for the last refreshment or the Adoption Date. However, the total number of Shares which may be allotted and issued upon exercise of all options and awards to be granted under this Scheme and any other schemes of the Company under the limit as “refreshed” must not exceed 10% of the relevant class of Shares in issue (excluding treasury shares) as at the date of approval of the refreshed Scheme Mandate Limit and/or the Service Provider Sublimit. For the purpose of calculating the refreshed Scheme Mandate Limit and/or the Service Provider Sublimit, options (including those outstanding, cancelled, lapsed or exercised in accordance with this Scheme and any other share schemes of the Group) previously granted under this Scheme and any other share schemes of the Group will not be counted. For the purpose of seeking approval of Shareholders under this paragraph 8.2(c), the Company must send a circular to its Shareholders containing the information required under the GEM Listing Rules;
- (d) any refreshment of the Scheme Mandate Limit and/or the Service Provider Sublimit to be made within any three-year period must be approved by the Shareholders, where any controlling Shareholders and their associates (or if there is no controlling Shareholder, Directors (excluding independent non-executive Directors) and the chief executive of Company and their respective associates) must abstain from voting in favour of the relevant

resolution at the general meeting and the Company must comply with the requirements under Rules 17.47(6) and 17.47(7) and Rules 17.47A, 17.47B and 17.47C of the GEM Listing Rules; and

- (e) the requirements under paragraph 8.2(d) do not apply if the refreshment is made immediately after an issue of securities by the Company to the Shareholders on a pro rata basis as set out in Rule 17.41(1) of the GEM Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the total number of Shares in issue) (excluding treasury shares) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities, rounded to the nearest whole Share.

8.3 Without prejudice to paragraph 8.2, the Company may seek separate approval of the Shareholders in general meeting for granting Options beyond the Scheme Mandate Limit provided that the Options in excess of the Scheme Mandate Limit are granted only to Eligible Participants specifically identified by the Company before such approval is sought. The number and terms (including the Subscription Price) of Options to be granted to such Eligible Participant must be fixed before Shareholders' approval.

8.4 Subject to paragraph 8.5, where any grant of Options to an Eligible Participant would result in the Shares issued and which may fall to be issued upon exercise of the Options and the options and awards granted to such Eligible Participant under any other share schemes of the Group (including both exercised or outstanding options, and excluding any options and awards lapsed in accordance with the terms of the relevant schemes) in the twelve (12)-month period up to and including the date of such grant representing in aggregate over 1% of the Shares in issue (excluding treasury shares), such grant must be separately approved by the Shareholders in general meeting with such Eligible Participant and his close associates (or associates if the Eligible Participant is a connected person) abstaining from voting. The number and terms (including the Subscription Price) of Options to be granted to such Eligible Participant must be fixed before Shareholders' approval.

8.5 Without prejudice to paragraph 4.3, where any grant of Options to an independent non-executive Director or a substantial Shareholder 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 options and awards lapsed in accordance with the terms of the relevant schemes) to such person in the twelve (12)-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue (excluding treasury shares), such further grant of Options must be approved by the Shareholders in a general meeting of the Company where the Grantee, his associates and all core connected persons of the Company must abstain from voting in favour of the proposed grant at such general meeting. The number and terms (including the Subscription Price) of Options to be granted to such Eligible Participant must be fixed before Shareholders' approval.

8.6 Any change in the terms of Options granted to an Eligible Participant who is a

Director, chief executive or a substantial Shareholder or any of their respective associates must be approved by the Shareholders in the manner set out in paragraph 8.5 if the initial grant of such Options requires such approval (except where the changes take effect automatically under the existing terms of the Scheme).

8.7 For the purpose of seeking the approval of the Shareholders under this paragraph 8, the Company must send a circular to the Shareholders containing the information required under the GEM Listing Rules and where the GEM Listing Rules shall so require, the vote at the Shareholders' meeting convened to obtain the requisite approval shall be taken on a poll with those persons required under the GEM Listing Rules abstaining from voting.

8.8 If a clawback mechanism (whether vested or unvested) is set out in an Offer and if such clawback mechanism is triggered, the Options that are clawed back pursuant to such mechanism will be regarded as lapsed and the Options so lapsed will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and, where applicable, the Service Provider Sublimit.

9. ADJUSTMENTS TO THE OUTSTANDING OPTIONS

9.1 In the event of any alteration in the capital structure of the Company whilst any Option remains exercisable or this Scheme remains in effect, and such event arises from a bonus issue, capitalisation issue, rights issue, open offer, consolidation or sub-division of the Shares, or reduction of the share capital of the Company, then, in any such case the Company shall instruct the Auditors or independent financial adviser to certify in writing:

(a) the adjustment, if any, that ought in their opinion fairly and reasonably to be made either generally or as regards any particular Grantee, to:

- (i) the Subscription Prices of any unexercised Options; and/or
- (ii) the number of Shares comprised in an Option or which remain comprised in an Option,

and an adjustment as so certified by the Auditors or the independent financial adviser shall be made, provided that:

- (1) any such adjustment shall be made on the basis that the aggregate Subscription Price payable by a Grantee on the full exercise of any Option shall remain as nearly as possible the same (but shall not be greater than) as it was before such event;
- (2) no such adjustment shall be made the effect of which would be to enable a Share to be issued at less than its nominal value;
- (3) any such adjustment shall be made on the basis that a Grantee shall

be given the same proportion of the issued share capital of the Company, rounded to the nearest whole Share, for which such Grantee would have been entitled to subscribe had he exercised all the Options held by him immediately prior to such adjustment;

- (4) the issue of Shares or other securities of the Company for cash or as consideration in a transaction shall not be regarded as a circumstance requiring any such adjustment; and
 - (5) any such adjustment shall be made in compliance with such rules, codes and guidance notes of the Stock Exchange from time to time; and
- (b) in respect of any such adjustments, other than any adjustment made on a capitalisation issue, the Auditors or the independent financial adviser must confirm to the Directors in writing that the adjustments satisfy the requirements of the relevant provisions of the GEM Listing Rules from time to time.

9.2 If there has been any alteration in the capital structure of the Company as referred to in paragraph 9.1, the Company shall inform the Grantee of such alteration and shall either inform the Grantee of the adjustment to be made in accordance with the certificate of the Auditors or the independent financial adviser obtained by the Company for such purpose or, if no such certificate has yet been obtained, inform the Grantee of such fact and instruct the Auditors or an independent financial adviser as soon as practicable thereafter to issue a certificate in that regard in accordance with paragraph 9.1.

9.3 In giving any certificate under this paragraph 9, the Auditors and independent financial adviser appointed under paragraph 9.1 shall be deemed to be acting as experts and not as arbitrators and their certificate shall, in the absence of manifest error, be final, conclusive and binding on the Company and all persons who may be affected thereby.

9.4 Unless otherwise stipulated by the applicable rules or regulations or guidance from the Stock Exchange, the effective date of such adjustment made in accordance with paragraph 9 shall be the Triggering Event Effective Date. For the purpose of this paragraph, a “Triggering Event Effective Date” shall refer to, in respect of each relevant event resulting in alteration in the capital structure of the Company referred to in paragraph 9.1, the day on which the Shares relating to such event are issued or, as the case may be, created.

10. CANCELLATION OF OPTIONS

Subject to paragraph 6.1 and Chapter 23 of the GEM Listing Rules, any Option granted may not be cancelled except with the prior written consent of the relevant Grantee and the prior approval of the Directors. Where the Company cancels any Option granted to a Grantee but not exercised and issues new Option(s) to the same Grantee, the issue of such new Option(s) may only be made under this Scheme

with available unissued Options (excluding, for this purpose, the Options so cancelled) within the limits approved by the Shareholders as set out in paragraph 8.2. The Options cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.

11. SHARE CAPITAL

The exercise of any Option shall be subject to the Shareholders in general meeting approving any necessary increase in the share capital of the Company. Subject thereto, the Directors shall make available sufficient of the then authorised but unissued share capital of the Company to allot and issue the Shares on the exercise of any Option.

12. DISPUTES

Any dispute arising in connection with this Scheme (whether as to the number of Shares of an Option, the Subscription Price or any adjustment under paragraph 9.1) shall be referred to the decision of the Auditors or independent financial adviser who shall act as experts and not as arbitrators and whose decision shall, in the absence of manifest error, be final, conclusive and binding on all persons who may be affected thereby.

13. ALTERATION OF THIS SCHEME

13.1 This Scheme may be altered in any respect by a resolution of the Board except:

- (a) any alterations to the terms and conditions of this Scheme which are of a material nature or any alteration in relation to any matter contained in Rule 23.03 of the GEM Listing Rules to the advantage of the Eligible Participants;
- (b) any change to the authority of the Directors to alter the terms of this Scheme; and
- (c) any alteration to this paragraph 13,

which shall only be altered with the approval of Shareholders in general meeting.

13.2 Any change to the terms of the Option granted to a Grantee must be approved by the Board, the remuneration committee of the Company, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Options was approved by the Board, the remuneration committee of the Company, the independent non-executive Directors and/or the Shareholders (as the case may be), except where the alterations take effect automatically under the existing terms of this Scheme.

13.3 Any alteration to the terms and conditions of this Scheme and/or any Options pursuant to this paragraph 13 shall comply with the relevant requirements of the

14. TERMINATION

14.1 The Company by an ordinary resolution in general meeting may at any time terminate the operation of this Scheme and in such event no further Options will be offered but in all other respects the provisions of this Scheme shall remain in force to the extent necessary to give effect to the exercise of any Options (to the extent not already exercised) granted prior thereto or otherwise as may be required in accordance with the provisions of this Scheme and Options (to the extent not already exercised) granted prior to such termination shall continue to be valid and exercisable in accordance with this Scheme.

14.2 Details of the Options granted, including Options exercised or outstanding, under the Scheme and (if applicable) Options that become void or non-exercisable as a result of the termination must be disclosed in the circular to the Shareholders seeking approval of the first new share option scheme to be established or refreshment of the scheme mandate limit under any existing scheme after such termination.

15. MISCELLANEOUS

15.1 This Scheme shall not form part of any contract of employment between the Company and any Subsidiary and any Eligible Participant who is the employee of the Group and the rights and obligations of any such Eligible Participant under the terms of his office or employment shall not be affected by his participation in this Scheme or any right which he may have to participate in it and this Scheme shall afford such an Eligible Participant no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.

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

15.3 The Company shall bear the costs of establishing and administering this Scheme, including any costs of the Auditors and the independent financial advisers in relation to the preparation of any certificate by them or providing any other service in relation to this Scheme.

15.4 A Grantee shall be entitled to receive copies of all notices and other documents sent by the Company to Shareholders at the same time or within a reasonable time of any such notices or documents being sent to Shareholders.

15.5 Any notice or other communication between the Company and a Grantee may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its principal place of business in Hong Kong and, in the case of the Grantee, his address in Hong Kong as notified to the Company from time to time or, if none or incorrect or out of date, his last place of employment with the

Company or the Company's principal place of business in Hong Kong from time to time.

- 15.6 Any notice or other communication if sent by the Grantee shall be irrevocable and shall not be effective until actually received by the Company.
- 15.7 Any notice or other communication if sent to the Grantee shall be deemed to be given or made:
- (a) one (1) day after the date of posting, if sent by mail;
 - (b) seven (7) days after the date of posting to an address in a different territory;
 - (c) upon completion of transmission if sent by facsimile or other form of electronic transmissions; and
 - (d) when delivered, if delivered by hand.
- 15.8 A Grantee shall, before accepting an Offer or exercising his Option, obtain all necessary consents and approvals that may be required to enable him to accept the Offer or to exercise the Option and the Company shall allot and issue to him in accordance with the provisions of this Scheme the Shares falling to be allotted and issued upon the exercise of his Option. By accepting an Offer or exercising his Option, the Grantee thereof is deemed to have represented to the Company that he has obtained all such consents and approvals. Compliance with this paragraph shall be a condition precedent to an acceptance of an Offer by a Grantee and an exercise by a Grantee of his Options. A Grantee shall indemnify the Company fully against all claims, demands, liabilities, actions, proceedings, fees, costs and expenses which the Company may suffer or incur (whether alone or jointly with other party or parties) for or in respect of any failure on the part of the Grantee to obtain any necessary consent or approval or to pay tax or other liabilities referred therein.
- 15.9 A Grantee shall pay all tax and discharge all other liabilities to which he may become subject as a result of his participation in this Scheme or the exercise of any Option.
- 15.10 This Scheme and all Options granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.

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