证券简称：纳芯微　　　　　　　　　　　　　　　　证券代码：688052

苏州纳芯微电子股份有限公司
2026 年 A 股限制性股票激励计划
（草案）

二〇二六年六月

声　明

本公司董事会及全体董事保证本公告内容不存在任何虚假记载、误导性陈述或者重大遗漏，并对其内容的真实性、准确性和完整性依法承担法律责任。

本公司所有激励对象承诺，公司因信息披露文件中有虚假记载、误导性陈述或者重大遗漏，导致不符合授予权益或权益归属安排的，激励对象应当自相关信息披露文件被确认存在虚假记载、误导性陈述或者重大遗漏后，将由本激励计划所获得的全部利益返还公司。

特别提示

一、本激励计划由苏州纳芯微电子股份有限公司（以下简称“纳芯微”“公司”或“本公司”）依据《中华人民共和国公司法》《中华人民共和国证券法》《上市公司股权激励管理办法》《上海证券交易所科创板股票上市规则》《科创板上市公司自律监管指南第 4 号——股权激励信息披露》和其他有关法律、行政法规、规范性文件以及《苏州纳芯微电子股份有限公司章程》制订。

二、本激励计划采取的激励工具为限制性股票（第二类限制性股票）。股票来源为公司从二级市场回购或/和向激励对象定向发行的本公司 A 股普通股股票。

符合本激励计划授予条件的激励对象，在满足相应归属条件后，以授予价格分次获得公司回购或/和增发的 A 股普通股股票，该等股票将在中国证券登记结算有限责任公司上海分公司进行登记。激励对象获授的限制性股票在归属前，不享有公司股东权利，并且该限制性股票不得转让、用于担保或偿还债务等。

三、本激励计划拟向激励对象授予 46.4953 万股限制性股票，约占本激励计划草案公告时公司股本总额 16,262.3433 万股的 0.29%。本次授予为一次性授予，无预留权益。

截至本草案公告日，公司全部在有效期内的股权激励计划所涉及的标的股票总数累计未超过本激励计划提交股东会时公司股本总额的 10.00%。本计划中任何一名激励对象通过全部在有效期内的股权激励计划获授的本公司股票，累计不超过本激励计划提交股东会审议时公司股本总额的 1.00%。

四、本激励计划限制性股票的授予价格为 139.87 元/股。在本激励计划草案公告当日至激励对象完成限制性股票归属登记前，若公司发生资本公积转增股本、派发股票红利、股份拆细或缩股、配股、派息等事宜，限制性股票授予价格和/或数量将根据本激励计划相关规定予以相应的调整。

五、本激励计划的激励对象共计 528 人，均为公司公告本激励计划时在公司（含子公司）任职的核心技术人员、中层管理人员、骨干人员及其他员工，不包括纳芯微董事、高级管理人员、单独或合计持有公司 5%以上股份的股东或实际控制人及其配偶、父母、子女。

六、本激励计划有效期自限制性股票授予之日起至激励对象获授的限制性股票全部归属或作废失效之日止，最长不超过 48 个月。激励对象获授的限制性股票将按约定比例分次归属，每次权益归属以满足相应的归属条件为前提条件。

七、公司不存在《上市公司股权激励管理办法》第七条规定的不得实行股权激励的下列情形：

（一）最近一个会计年度财务会计报告被注册会计师出具否定意见或者无法表示意见的审计报告；

（二）最近一个会计年度财务报告内部控制被注册会计师出具否定意见或者无法表示意见的审计报告；

（三）上市后最近 36 个月内出现过未按法律法规、公司章程、公开承诺进行利润分配的情形；

（四）法律法规规定不得实行股权激励的；

（五）中国证监会认定的其他情形。

八、参与本激励计划激励对象符合《上市公司股权激励管理办法》第八条的规定，不存在不得成为激励对象的下列情形：

（一）最近 12 个月内被证券交易所认定为不适当人选；

（二）最近 12 个月内被中国证监会及其派出机构认定为不适当人选；

（三）最近 12 个月内因重大违法违规行为被中国证监会及其派出机构行政处罚或者采取市场禁入措施；

（四）具有《中华人民共和国公司法》规定的不得担任公司董事、高级管理人员的情形；

（五）法律法规规定不得参与上市公司股权激励的；

（六）中国证监会认定的其他情形。

九、公司承诺不为激励对象依本激励计划获取有关权益提供贷款、为其贷款提供担保以及其他任何形式的财务资助而损害公司利益。

十、公司承诺本激励计划相关信息披露文件不存在虚假记载、误导性陈述或者重大遗漏。

十一、本激励计划的激励对象承诺若公司因信息披露文件中有虚假记载、误导性陈述或者重大遗漏，导致不符合授予权益或行使权益安排的，激励对象应当自相关信息披露文件被确认存在虚假记载、误导性陈述或者重大遗漏后，将由本激励计划所获得的全部利益返还公司。

十二、本激励计划经公司股东会审议通过后方可实施。

十三、自股东会审议通过本激励计划之日起 60 日内，公司将按相关规定召开董事会对激励对象进行授予，并完成公告等相关程序。公司未能在 60 日内完成上述工作的，应当及时披露未完成的原因，并宣告终止实施本激励计划。根据《上市公司股权激励管理办法》规定不得授出权益的期间不计算在 60 日内。

十四、本激励计划的实施不会导致公司股权分布不符合上市条件的要求。

目 录

第一章　释 义

以下词语如无特殊说明，在本文中具有如下含义：

纳芯微、本公司、公司	指	苏州纳芯微电子股份有限公司
本激励计划、本计划	指	苏州纳芯微电子股份有限公司 2026 年 A 股限制性股票激励计划
限制性股票、第二类限制性股票	指	符合本激励计划授予条件的激励对象，在满足相应归属条件后分次获得并登记的本公司 A 股股票
激励对象	指	按照本激励计划规定，获得限制性股票的公司（含子公司）核心技术人员、中层管理人员、骨干人员及其他员工
授予日	指	公司向激励对象授予限制性股票的日期
授予价格	指	公司授予激励对象每一股限制性股票的价格
有效期	指	自限制性股票授予之日起至激励对象获授的限制性股票全部归属或作废失效的期间
归属	指	限制性股票激励对象满足获益条件后，上市公司将股票登记至激励对象账户的行为
归属条件	指	限制性股票激励计划所设立的，激励对象为获得激励股票所需满足的获益条件
归属日	指	限制性股票激励对象满足获益条件后，获授股票完成登记的日期，必须为交易日
《公司法》	指	《中华人民共和国公司法》
《证券法》	指	《中华人民共和国证券法》
《管理办法》	指	《上市公司股权激励管理办法》
《上市规则》	指	《上海证券交易所科创板股票上市规则》
《自律监管指南》	指	《科创板上市公司自律监管指南第 4 号——股权激励信息披露》
《公司章程》	指	《苏州纳芯微电子股份有限公司章程》
中国证监会	指	中国证券监督管理委员会
证券交易所、上交所	指	上海证券交易所
元、万元	指	人民币元、人民币万元

注：①如无特殊说明，本计划引用数据指合并报表口径的财务数据和根据该类财务数据计算的财务指标；

②本草案中部分合计数与各明细数直接相加之和在尾数上如有差异，是由于四舍五入所造成。

第二章　本激励计划的目的与原则

一、本激励计划的目的

为了更进一步健全完善公司长效激励与约束机制，不断吸引和留住优秀人才，充分调动核心团队的积极性、创造性，增强归属感、获得感和责任心，有效地将股东利益、公司利益和核心团队个人利益紧密结合在一起，使各方共同关注公司的长远可持续发展，确保公司远期发展战略和经营目标的实现，在充分保障股东利益的前提下，公司按照激励与约束对等的原则，根据《公司法》《证券法》《管理办法》《上市规则》《自律监管指南》等有关法律、法规和规范性文件以及《公司章程》的规定，制定本激励计划。

二、其他股权激励计划及长期激励机制的简要情况

截至本激励计划草案公告日，公司同时正在实施2022年限制性股票激励计划、2023年限制性股票激励计划。

（一）2022年限制性股票激励计划的简要情况

公司于2022年5月30日召开了第二届董事会第十七次会议和第二届监事会第八次会议，审议通过了《关于公司<2022年限制性股票激励计划（草案）>及其摘要的议案》等议案，并于2022年6月17日通过2022年第一次临时股东大会审议。截至本激励计划公告日，2022年限制性股票激励计划实际首次授予激励对象277.0728万股第二类限制性股票，预留授予激励对象22.9272万股第二类限制性股票。由于公司2022 年年度权益分派的实施，公司首次授予部分对应的第二类限制性股票数量调整为387.9019 万股 、预留授予部分对应的第二类限制性股票数量调整为32.0981 万股，其中首次授予部分第一个归属期95.9254万股已归属上市，预留授予部分第一个归属期7.9579万股已归属上市，首次授予及预留授予第二个归属期及第三个归属期的股票因未达到业绩考核目标条件已作废失效，第四个归属期首次授予部分业绩考核目标已完成，首次授予部分7.7443万股已作废，剩余88.1814万股待归属。

（二）2023年限制性股票激励计划的简要情况

公司于2023年8月31日召开了第三届董事会第三次会议和第三届监事会第三次会议，审议通过了《关于公司<2023年限制性股票激励计划（草案）>及其摘要的议案》等议案，并于2023 年9月18日通过2023年第二次临时股东大

会审议。截至本激励计划公告日，2023 年限制性股票激励计划实际授予激励对象 380.00 万股第二类限制性股票，第一个归属期 146.8688 万股已归属上市，第二个归属期的股票因未达到业绩考核目标条件已作废失效，还剩余第三个归属期限制性股票尚未归属。

本次激励计划与正在实施的 2022 年限制性股票激励计划、2023 年限制性股票激励计划相互独立，不存在相关联系。

第三章　本激励计划的管理机构

一、股东会作为公司的最高权力机构，负责审议批准本激励计划的实施、变更和终止。股东会可以在其权限范围内将与本激励计划相关的部分事宜授权董事会办理。

二、董事会是本激励计划的执行管理机构，负责本激励计划的实施。董事会下设薪酬与考核委员会，负责拟订和修订本激励计划并报董事会审议，董事会对激励计划审议通过后，报股东会审批。董事会可以在股东会授权范围内办理本激励计划的其他相关事宜。

三、董事会薪酬与考核委员会是本激励计划的监督机构，应当就本激励计划是否有利于公司的持续发展，是否存在明显损害公司及全体股东利益的情形发表意见。董事会薪酬与考核委员会对本激励计划的实施是否符合相关法律、法规、规范性文件和证券交易所业务规则进行监督，董事会薪酬与考核委员会负责审核激励对象的名单。

公司在股东会审议通过股权激励方案之前对其进行变更的，董事会薪酬与考核委员会应当就变更后的方案是否有利于公司的持续发展，是否存在明显损害公司及全体股东利益的情形发表意见。

公司在向激励对象授出权益前，董事会薪酬与考核委员会应当就本激励计划设定的激励对象获授权益的条件是否成就发表明确意见。若公司向激励对象授出权益与本激励计划的安排存在差异，董事会薪酬与考核委员会应当发表明确意见。

激励对象获授的限制性股票在归属前，董事会薪酬与考核委员会应当就本激励计划设定的激励对象归属条件是否成就发表明确意见。

第四章　激励对象的确定依据和范围

一、激励对象的确定依据

（一）激励对象确定的法律依据

本激励计划激励对象根据《公司法》《证券法》《管理办法》《上市规则》《自律监管指南》等有关法律、法规、规范性文件和《公司章程》的相关规定，结合公司实际情况而确定。

（二）激励对象确定的职务依据

本激励计划的激励对象均为公司（含子公司）的核心技术人员、中层管理人员、骨干人员及其他员工。对符合本激励计划激励对象范围的人员，由公司董事会薪酬与考核委员会拟定名单，并经公司董事会薪酬与考核委员会进行核实确定。

激励对象的确定依据与实施本激励计划的目的相符合，符合相关法律法规和证券交易所相关规定的要求。

二、激励对象的范围

本激励计划涉及的激励对象共计 528 人，占公司截至 2025 年 12 月 31 日员工总数 1,345 人的 39.26 %，均为公司公告本激励计划时在公司（含子公司）任职的核心技术人员、中层管理人员、骨干人员及其他员工。

本激励计划的激励对象包括 1 名外籍员工，系公司骨干人员，在公司的技术研发及业务拓展等方面均发挥不同程度的重要作用。因此，公司认为本激励计划将 1 名外籍员工作为激励对象符合公司实际情况和未来发展需要，符合《上市规则》等相关法律法规的规定，具有必要性与合理性。

以上激励对象中，不包括纳芯微董事、高级管理人员、单独或合计持有公司 5%以上股份的股东或实际控制人及其配偶、父母、子女。所有激励对象必须在本激励计划的考核期内与公司、公司分公司或公司控股子公司签署劳动合同或聘用合同。

三、不能成为本激励计划激励对象的情形

1、最近 12 个月内被证券交易所认定为不适当人选；

2、最近 12 个月内被中国证监会及其派出机构认定为不适当人选；

3、最近 12 个月内因重大违法违规行为被中国证监会及其派出机构行政处罚或者采取市场禁入措施；

4、具有《公司法》规定的不得担任公司董事、高级管理人员情形的；

5、法律法规规定不得参与上市公司股权激励的；

6、中国证监会认定的其他情形。

若在本激励计划实施过程中，激励对象出现以上任何情形的，公司将终止其参与本激励计划的权利，其已归属的限制性股票不作处理，已获授但尚未归属的限制性股票不得归属，并作废失效。

四、激励对象的核实

（一）公司聘请律师对激励对象的资格是否符合《管理办法》等相关法律、法规及本计划相关规定出具专业意见。

（二）本激励计划经董事会审议通过后，公司在内部公示激励对象的姓名和职务，公示期不少于 10 天。

（三）公司董事会薪酬与考核委员会将对限制性股票激励对象名单进行审核，充分听取公示意见，并在公司股东会审议本激励计划前 5 日披露董事会薪酬与考核委员会对激励名单审核及公示情况的说明。经公司董事会调整的激励对象名单亦应经公司董事会薪酬与考核委员会核实。

第五章　限制性股票的激励方式、来源、数量和分配

一、本激励计划的激励方式及股票来源

本激励计划采用的激励工具为第二类限制性股票，涉及的标的股票来源为公司从二级市场回购或/和向激励对象定向发行的本公司 A 股普通股股票。

二、授出限制性股票的数量

本激励计划拟向激励对象授予 46.4953 万股限制性股票，约占本激励计划草案公告时公司股本总额 16,262.3433 万股的 0.29%。本次授予为一次性授予，无预留权益。

公司 2022 年限制性股票激励计划、2023 年限制性股票激励计划尚在实施中，涉及的仍在有效期内未归属的标的股票数量为 206.4594 万股，本激励计划涉及的标的股票数量为 46.4953 万股；因此公司全部在有效期内的股权激励计划所涉及的标的股票总数为 252.9547 万股，约占本激励计划草案公告时公司股本总额的 1.56%。

公司全部在有效期内的股权激励计划所涉及的标的股票总数累计未超过本激励计划提交股东会时公司股本总额的 10.00%。本计划中任何一名激励对象通过全部在有效期内的股权激励计划获授的本公司股票，累计不超过本激励计划提交股东会审议时公司股本总额的 1.00%。在本激励计划公告日至激励对象获授限制性股票前，以及激励对象获授限制性股票后至归属前，若公司发生资本公积转增股本、派送股票红利、股份拆细、配股、缩股等事项，应对限制性股票授予数量进行相应的调整。

三、激励对象获授的限制性股票分配情况

本激励计划授予的限制性股票在各激励对象间的分配情况如下表所示：

姓名	国籍	职务	获授的限制性股票数量（万股）	占本激励计划授出权益数量的比例	占本激励计划公告日公司股本总额的比例
陈奇辉	中国	核心技术人员	0.0357	0.08%	0.0002%
中层管理人员、骨干人员及其他员工（527 人）			46.4596	99.92%	0.2857%
合计			46.4953	100.00%	0.2859%

注：①上述任何一名激励对象通过全部在有效期内的股权激励计划获授的本公司股票，累计不超过本激励计划提交股东会审议时公司股本总额的 1.00%；公司全部有效期内的激励计划所涉及的标的股票总数累计不超过股权激励计划提交股东会审议时公司股本总额的 10%；

②本计划激励对象不包括公司董事、高级管理人员、单独或合计持有公司 5%以上股份的股东或实际控制人及其配偶、父母、子女。

第六章　本激励计划的有效期、授予日、归属安排和禁售期

一、本激励计划的有效期

本激励计划有效期自限制性股票授予之日起至激励对象获授的限制性股票全部归属或作废失效之日止，最长不超过 48 个月。

二、本激励计划的授予日

授予日在本激励计划经公司股东会审议通过后由董事会确定，授予日必须为交易日。

三、本激励计划的归属安排

本激励计划授予的限制性股票在激励对象满足相应归属条件后将按约定比例分次归属，归属日必须为交易日，且不得在下列期间内：

1、公司年度报告、半年度报告公告前 15 日内，因特殊原因推迟年度报告、半年度报告公告日期的，自原预约公告日前 15 日起算，至公告前一日；

2、公司季度报告、业绩预告、业绩快报公告前 5 日内；

3、自可能对本公司股票及其衍生品种交易价格产生较大影响的重大事项发生之日或者进入决策程序之日，至依法披露之日；

4、中国证监会和上海证券交易所规定的其他期间。

上述“重大事件”为公司依据《上市规则》的规定应当披露的交易或其他重大事项。

在本激励计划的有效期内，如果《公司法》《证券法》等相关法律、行政法规、规范性文件和《公司章程》中对上述期间的有关规定发生了变化，则激励对象归属限制性股票时应当符合修改后的《公司法》《证券法》等相关法律、法规、规范性文件和《公司章程》的规定。

本激励计划限制性股票的归属期限和归属安排如下表所示：

归属安排	归属时间	归属权益数量占授予权益总量的比例
第一个归属期	自授予之日起12个月后的首个交易日至授予之日起24个月内的最后一个交易日止	34%
第二个归属期	自授予之日起24个月后的首个交易日至授予之日起36个月内的最后一个交易日止	33%
第三个归属期	自授予之日起36个月后的首个交易日至授予之日起48个月内的最后一个交易日止	33%

在上述约定期间内未归属的限制性股票或因未达到归属条件而不能申请归属的该期限制性股票不得归属，作废失效。

在满足限制性股票归属条件后，公司将统一办理满足归属条件的限制性股票归属事宜。

激励对象根据本激励计划获授的限制性股票在归属前不得转让、用于担保或偿还债务。激励对象已获授但尚未归属的限制性股票由于资本公积转增股本、送股等情形增加的股份同时受归属条件约束，且归属之前不得转让、用于担保或偿还债务，若届时限制性股票不得归属的，因前述原因获得的股份同样不得归属。

四、本激励计划的禁售期

禁售期是指激励对象获授的限制性股票归属后其售出限制的时间段。本次限制性股票激励计划不存在公司董事和高级管理人员参与的情形，激励对象获授的限制性股票归属后不设置禁售期。

第七章　限制性股票的授予价格及授予价格的确定方法

一、限制性股票的授予价格

本激励计划限制性股票的授予价格为 139.87 元/股，即在满足授予条件和归属条件后，激励对象可以按照对应的价格购买公司从二级市场回购和/或向激励对象定向发行的公司 A 股普通股股票。

二、限制性股票授予价格的确定方法

限制性股票的授予价格不低于股票票面金额，且不低于下列价格较高者

（1）本激励计划草案公告前 1 个交易日公司股票交易均价（前 1 个交易日股票交易总额/前 1 个交易日股票交易总量）的 50%，为 139.87 元/股；

（2）本激励计划草案公告前 20 交易日公司股票交易均价（前 20 个交易日股票交易总额/前 20 个交易日股票交易总量）的 50%，为 125.45 元/股。

第八章　限制性股票的授予与归属条件

一、限制性股票的授予条件

同时满足下列授予条件时，公司向激励对象授予限制性股票；反之，若下列任一授予条件未达成的，则不能向激励对象授予限制性股票。

（一）公司未发生如下任一情形：

1、最近一个会计年度财务会计报告被注册会计师出具否定意见或者无法表示意见的审计报告；

2、最近一个会计年度财务报告内部控制被注册会计师出具否定意见或者无法表示意见的审计报告；

3、上市后最近 36 个月内出现过未按法律法规、公司章程、公开承诺进行利润分配的情形；

4、法律法规规定不得实行股权激励的；

5、中国证监会认定的其他情形。

（二）激励对象未发生如下任一情形：

1、最近 12 个月内被证券交易所认定为不适当人选；

2、最近 12 个月内被中国证监会及其派出机构认定为不适当人选；

3、最近 12 个月内因重大违法违规行为被中国证监会及其派出机构行政处罚或者采取市场禁入措施；

4、具有《公司法》规定的不得担任公司董事、高级管理人员情形的；

5、法律法规规定不得参与上市公司股权激励的；

6、中国证监会认定的其他情形。

二、限制性股票的归属条件

激励对象获授的限制性股票需同时满足以下归属条件方可分批次办理归属事宜：

（一）公司未发生如下任一情形：

1、最近一个会计年度财务会计报告被注册会计师出具否定意见或者无法表示意见的审计报告；

2、最近一个会计年度财务报告内部控制被注册会计师出具否定意见或者无法表示意见的审计报告；

3、上市后最近 36 个月内出现过未按法律法规、公司章程、公开承诺进行利润分配的情形；

4、法律法规规定不得实行股权激励的；

5、中国证监会认定的其他情形。

（二）激励对象未发生如下任一情形：

1、最近 12 个月内被证券交易所认定为不适当人选；

2、最近 12 个月内被中国证监会及其派出机构认定为不适当人选；

3、最近 12 个月内因重大违法违规行为被中国证监会及其派出机构行政处罚或者采取市场禁入措施；

4、具有《公司法》规定的不得担任公司董事、高级管理人员情形的；

5、法律法规规定不得参与上市公司股权激励的；

6、中国证监会认定的其他情形。

公司发生上述第（一）条规定情形之一的，所有激励对象根据本激励计划已获授但尚未归属的限制性股票取消归属，并作废失效；某一激励对象发生上述第（二）条规定情形之一的，该激励对象根据本激励计划已获授但尚未归属的限制性股票取消归属，并作废失效。

（三）激励对象满足各归属期任职期限要求

激励对象归属获授的各批次限制性股票前，须满足 12 个月以上的任职期限。

（四）满足公司层面业绩考核要求

本激励计划限制性股票的考核年度为2026-2028年三个会计年度，每个会计年度考核一次，根据公司业绩考核指标的完成情况核算各年度公司层面归属比例。各年度公司层面业绩考核目标如下表所示：

单位：亿元

归属安排	对应考核年度	各年度营业收入目标值（Am）	各年度营业收入触发值（An）
第一个归属期	2026 年度	45.00	40.50
第二个归属期	2027 年度	55.00	49.50
第三个归属期	2028 年度	68.00	61.20

考核指标	考核指标完成情况	指标对应系数
对应考核年度实际达成的营业收入（A）	A≥Am	X=100%
	An≤A<Am	X= A/Am*100%
	A<An	X=0%

注：1、上述"营业收入"口径以会计师事务所经审计的合并报表为准。

2、上述业绩考核目标不构成公司对投资者的业绩预测和实质承诺。

若公司未达到上述业绩考核目标，则所有激励对象对应考核当年计划归属的限制性股票全部取消归属，并作废失效。

（五）满足激励对象个人层面绩效考核要求

激励对象的绩效考核结果划分为 A、B、C 三个档次，届时根据以下考核评级表中对应的个人层面归属比例确定激励对象的实际归属的股份数量：

绩效结果	A	B	C
个人层面归属比例（Y）	100%	100%	0

若公司层面业绩考核当年度达到业绩考核目标，激励对象当年实际可归属限制性股票数量=个人当年计划归属额度×公司层面归属比例（X）×个人层面归属比例（Y）。

所有激励对象当期计划归属的限制性股票因考核原因不能归属或不能完全归属的，作废失效，不可递延至以后年度。

若公司/公司股票因经济形势、市场行情等因素发生变化，继续执行激励计划难以达到激励目的，经公司董事会及/或股东会审议确认，可决定对本激励计划的尚未归属的某一批次/多个批次的限制性股票取消归属或终止本激励计划。

三、考核指标的科学性和合理性说明

本次限制性股票激励计划考核指标分为两个层面，分别为公司层面业绩考核和个人层面绩效考核。

公司层面业绩考核指标为营业收入。营业收入是衡量企业经营状况和市场占有能力、预测企业经营业务拓展趋势的重要标志，也是反映企业成长性的有效指标。公司所设定的业绩考核目标充分考虑了公司过往、目前经营状况以及未来发展规划等综合因素，指标设定合理、科学，有助于调动员工的积极性，确保公司未来发展战略和经营目标的实现，为股东带来更高效、更持久的回报。

除了公司总体层面的业绩考核外，公司对所有激励对象个人设置了严密、定岗定责的个人层面绩效考核体系，能够对激励对象的工作绩效作出较为准确、全面的综合评价，以确保每一个激励对象个体能力的最大化体现，并获得与自身劳动付出对应的股权激励回报。公司将根据激励对象前一年度绩效考核结果，确定激励对象个人是否达到归属条件。

综上，公司本次激励计划的考核体系具有全面性、综合性及可操作性，考核指标设定具有良好的科学性和合理性，同时对激励对象具有约束效果，能够达到本次激励计划的考核目的。

第九章　限制性股票激励计划的实施程序

一、限制性股票激励计划生效程序

（一）公司董事会薪酬与考核委员会负责拟定本激励计划草案及摘要和公司《2026 年 A 股限制性股票激励计划实施考核管理办法》，并提交董事会审议。

（二）公司董事会依法对本激励计划作出决议。董事会审议本激励计划时，作为激励对象的董事或与其存在关联关系的董事应当回避表决。董事会应当在审议通过本激励计划并履行公示、公告程序后，将本激励计划提交股东会审议；同时提请股东会授权公司董事会，负责实施限制性股票的授予、归属（登记）等工作。

（三）董事会薪酬与考核委员会应当就本激励计划是否有利于公司持续发展，是否存在明显损害公司及全体股东利益的情形发表意见。公司聘请律师事务所对本激励计划出具法律意见书。

（四）公司应当在召开股东会前，通过公司网站或者其他途径，在公司内部公示激励对象的姓名和职务（公示期不少于 10 天）。董事会薪酬与考核委员会应当对股权激励名单进行审核，充分听取公示意见。公司应当在股东会审议本激励计划前 5 日披露董事会薪酬与考核委员会对激励名单审核及公示情况的说明。公司应当对内幕信息知情人在本激励计划草案公告前 6 个月内买卖本公司股票及其衍生品种的情况进行自查，并说明是否存在内幕交易行为。知悉内幕信息而买卖本公司股票的，不得成为激励对象，法律、行政法规及相关司法解释规定不属于内幕交易的情形除外。泄露内幕信息而导致内幕交易发生的，亦不得成为激励对象。

（五）本激励计划经公司股东会审议通过后方可实施。股东会应当对《管理办法》第九条规定的股权激励计划内容进行表决，并经出席会议的股东所持表决权的 2/3 以上通过，单独统计并披露除公司董事、高级管理人员、单独或合计持有公司 5%以上股份的股东以外的其他股东的投票情况。公司股东会审议股权激励计划时，作为激励对象的股东或者与激励对象存在关联关系的股东，应当回避表决。

（六）本激励计划经公司股东会审议通过，且达到本激励计划规定的授予条件时，公司在规定时间内向激励对象授予限制性股票。经股东会授权后，董事会负责实施限制性股票的授予和归属等事宜。

二、限制性股票的授予程序

（一）股东会审议通过本激励计划且董事会通过向激励对象授予权益的决议后，公司与激励对象签署《限制性股票授予协议书》，以约定双方的权利义务关系。

（二）公司在向激励对象授出权益前，董事会应当就股权激励计划设定的激励对象获授权益的条件是否成就进行审议并公告。董事会薪酬与考核委员会应当发表明确意见，律师事务所应当对激励对象获授权益的条件是否成就出具法律意见书。

（三）公司董事会薪酬与考核委员会应当对限制性股票授予日及激励对象名单进行核实并发表意见。

（四）公司向激励对象授出权益与股权激励计划的安排存在差异时，董事会薪酬与考核委员会、律师事务所应当同时发表明确意见。

（五）股权激励计划经股东会审议通过后，公司应当在 60 日内按照相关规定召开董事会向激励对象授予限制性股票并完成公告。公司未能在 60 日内完成上述工作的，应当及时披露未完成的原因，并宣告终止实施本激励计划，自公告之日起 3 个月内不得再次审议股权激励计划（根据《管理办法》及相关法律法规规定上市公司不得授出权益的期间不计算在 60 日内）。

三、限制性股票的归属程序

（一）公司董事会应当在限制性股票归属前，就股权激励计划设定的激励对象归属条件是否成就进行审议，董事会薪酬与考核委员会应当发表明确意见，律师事务所应当对激励对象行使权益的条件是否成就出具法律意见。

（二）对于满足归属条件的激励对象，由公司统一办理归属事宜（可分多批次）；对于未满足归属条件的激励对象，当批次对应的限制性股票取消归属，并作废失效。上市公司应当在激励对象归属后及时披露董事会决议公告，同时公告董事会薪酬与考核委员会、律师事务所意见及相关实施情况的公告。

（三）公司统一办理限制性股票的归属事宜前，应当向证券交易所提出申请，经证券交易所确认后，由证券登记结算机构办理股份归属事宜。

（四）激励对象可对已归属的限制性股票进行转让，但公司董事和高级管理人员所持股份的转让应当符合有关法律、法规和规范性文件的规定。

（五）限制性股票完成归属后，涉及注册资本变更的，由公司向市场监督主管部门办理变更登记手续。

四、本激励计划的变更程序

（一）公司在股东会审议本激励计划之前拟变更本激励计划的，需经董事会审议通过。

（二）公司在股东会审议通过本激励计划之后变更本激励计划的，应当由股东会审议决定，且不得包括下列情形：

1、导致提前归属的情形；

2、降低授予价格的情形（因资本公积转增股本、派送股票红利、配股、派息等原因导致降低授予价格情形除外）。

（三）公司董事会薪酬与考核委员会应当就变更后的方案是否有利于公司的持续发展，是否存在明显损害公司及全体股东利益的情形发表意见。律师事务所应当就变更后的方案是否符合《管理办法》及相关法律法规的规定、是否存在明显损害公司及全体股东利益的情形发表专业意见。

五、本激励计划的终止程序

（一）公司在股东会审议本激励计划之前拟终止实施本激励计划的，需经董事会审议通过。

（二）公司在股东会审议通过本激励计划之后终止实施本激励计划的，应当由股东会审议决定。

（三）律师事务所应当就公司终止实施激励是否符合《管理办法》及相关法律法规的规定、是否存在明显损害公司及全体股东利益的情形发表专业意见。

（四）本计划终止时，尚未归属的限制性股票应作废失效。

第十章　限制性股票激励计划的调整方法和程序

一、限制性股票授予数量及归属数量的调整方法

本激励计划草案公告当日至激励对象完成限制性股票归属登记前，公司有资本公积转增股本、派送股票红利、股份拆细、配股、缩股等事项，应对限制性股票授予/归属数量进行相应的调整。调整方法如下：

（一）资本公积转增股本、派送股票红利、股份拆细

$Q=Q_0\times(1+n)$

其中：Q_0为调整前的限制性股票授予/归属数量；n 为每股的资本公积转增股本、派送股票红利、股份拆细的比率（即每股股票经转增、送股或拆细后增加的股票数量）；Q 为调整后的限制性股票授予/归属数量。

（二）配股

$Q=Q_0\times P_1\times(1+n)\div(P_1+P_2\times n)$

其中：Q_0为调整前的限制性股票授予/归属数量；P_1为股权登记日当日收盘价；P_2为配股价格；n 为配股的比例（即配股的股数与配股前公司总股本的比例）；Q 为调整后的限制性股票授予/归属数量。

（三）缩股

$Q=Q_0\times n$

其中：Q_0为调整前的限制性股票授予/归属数量；n 为缩股比例（即 1 股公司股票缩为 n 股股票）；Q 为调整后的限制性股票授予/归属数量。

（四）增发

公司在发生增发新股的情况下，限制性股票授予/归属数量不做调整。

二、限制性股票授予价格的调整方法

本激励计划草案公告当日至激励对象完成限制性股票归属登记前，公司有资本公积转增股本、派送股票红利、股份拆细、配股、缩股或派息等事项，应对限制性股票的授予价格进行相应的调整。调整方法如下：

（一）资本公积转增股本、派送股票红利、股份拆细

$P=P_0\div(1+n)$

其中：P_0为调整前的授予价格；n 为每股的资本公积转增股本、派送股票红利、股份拆细的比率；P 为调整后的授予价格。

（二）配股

$P=P_0\times(P_1+P_2\times n)\div[P_1\times(1+n)]$

其中：P_0为调整前的授予价格；P_1为股权登记日当日收盘价；P_2为配股价格；n 为配股的比例；P 为调整后的授予价格。

（三）缩股

$P=P_0\div n$

其中：P_0为调整前的授予价格；n 为缩股比例；P 为调整后的授予价格。

（四）派息

$P=P_0-V$

其中：P_0为调整前的授予价格；V 为每股的派息额；P 为调整后的授予价格。经派息调整后，P 仍须大于 1。

（五）增发

公司在发生增发新股的情况下，限制性股票的授予价格不做调整。

三、限制性股票激励计划调整的程序

根据股东会授权，当出现本章节上述情况时，应由公司董事会审议通过关于调整限制性股票授予/归属数量、授予价格的议案（因本章节上述情形以外的事项需调整限制性股票授予/归属数量和授予价格的，除董事会审议相关议案外，必须提交公司股东会审议）。公司应聘请律师事务所就上述调整是否符合《管理办法》《公司章程》和本激励计划的规定向公司董事会出具专业意见。调整议案经董事会审议通过后，公司应当及时披露董事会决议公告，同时公告法律意见书。

第十一章　限制性股票的会计处理

按照《企业会计准则第 11 号——股份支付》和《企业会计准则第 22 号——金融工具确认和计量》的规定，公司将在授予日至归属日期间的每个资产负债表日，根据最新取得的可归属的人数变动、业绩指标完成情况等后续信息，修正预计可归属限制性股票的数量，并按照限制性股票授予日的公允价值，将当期取得的服务计入相关成本或费用和资本公积。

一、限制性股票的公允价值及确定方法

参照中华人民共和国财政部会计司《股份支付准则应用案例-授予限制性股票》，第二类限制性股票股份支付费用的计量参照股票期权执行。根据《企业会计准则第 11 号——股份支付》和《企业会计准则第 22 号——金融工具确认和计量》的相关规定，公司选择 Black-Scholes 模型计算第二类限制性股票的公允价值。公司于 2026 年 6 月 22 日对授予的 46.4953 万股限制性股票的公允价值进行预测算（授予时进行正式测算）。具体参数如下：

1、标的股价：291.68 元/股（2026 年 6 月 22 日的收盘价）；

2、有效期：12 个月、24 个月、36 个月（授予之日至每期归属日的期限）；

3、历史波动率：12.9308%、16.9300%、15.8508%（取上证指数最近 12 个月、24 个月、36 个月的波动率）；

4、无风险利率：1.50%、2.10%、2.75%（分别采用中国人民银行制定的金融机构 1 年期、2 年期、3 年期存款基准利率）；

5、股息率：0%。

二、预计限制性股票实施对各期经营业绩的影响

公司按照会计准则的规定确定授予日限制性股票的公允价值，并最终确认本激励计划的股份支付费用，该等费用将在本激励计划实施过程中按归属安排的比例摊销。由本激励计划产生的激励成本将在经常性损益中列支。

假设限制性股票的授予日为 2026 年 7 月中旬，根据中国会计准则要求，本激励计划的限制性股票对各期会计成本的影响如下表所示：

限制性股票数量（万股）	预计摊销的总费用（万元）	2026 年（万元）	2027 年（万元）	2028 年（万元）	2029 年（万元）

46.4953	7,350.02	2,050.94	3,359.78	1,487.99	451.32

注：①上述计算结果并不代表最终的会计成本，实际会计成本与授予日、授予价格和归属数量相关，激励对象在归属前离职、公司业绩考核、个人绩效考核达不到对应标准的会相应减少实际归属数量从而减少股份支付费用。同时，公司提醒股东注意可能产生的摊薄影响。

②上述对公司经营成果影响的最终结果将以会计师事务所出具的年度审计报告为准。

③上述合计数与各明细数直接相加之和在尾数上如有差异，是由四舍五入所造成。

公司以目前信息初步估计，限制性股票费用的摊销对有效期内各年净利润有所影响。但同时此次限制性股票激励计划实施后，将进一步提升员工的凝聚力、团队稳定性，并有效激发核心团队的积极性和创造性，从而提高经营效率，给公司带来更高的经营业绩和内在价值。

第十二章　公司/激励对象各自的权利义务

一、公司的权利与义务

（一）公司具有对本激励计划的解释和执行权，并按本激励计划规定对激励对象进行绩效考核，若激励对象未达到本激励计划所确定的归属条件，公司将按本激励计划规定的原则，对激励对象已获授但尚未归属的限制性股票取消归属，并作废失效。

（二）公司承诺不为激励对象依本激励计划获取有关限制性股票提供贷款、为其贷款提供担保以及其他任何形式的财务资助而损害公司利益。

（三）公司应及时按照有关规定履行限制性股票激励计划申报、信息披露等义务。

（四）公司应当根据本激励计划及中国证监会、上海证券交易所、中国证券登记结算有限责任公司等的有关规定，积极配合满足归属条件的激励对象按规定进行限制性股票的归属操作。但若因中国证监会、上海证券交易所、中国证券登记结算有限责任公司的原因造成激励对象未能归属并给激励对象造成损失的，公司不承担责任。

（五）公司有权要求激励对象按其所聘岗位的要求为公司工作。若激励对象不能胜任所聘工作岗位或者考核不合格；或者激励对象因触犯法律法规、违反职业道德、泄露公司机密、失职或渎职等行为严重损害公司利益或声誉，经董事会薪酬与考核委员会审议并报公司董事会批准，公司可以对激励对象已获授但尚未归属的限制性股票取消归属，并作废失效。若情节严重，公司还可就因此遭受的损失按照有关法律的规定进行追偿。

（六）公司根据国家税收法规的规定，代扣代缴激励对象应缴纳的个人所得税及其他税费。

（七）公司确定本激励计划的激励对象不意味着保证激励对象享有继续在公司服务的权利，不构成公司对员工聘用期限的承诺，公司对员工的聘用、雇佣管理仍按公司与激励对象签订的劳动合同、聘用合同或劳务合同执行。

（八）法律、法规及本激励计划规定的其他相关权利义务。

二、激励对象的权利与义务

（一）激励对象应当按公司所聘岗位的要求，恪守职业道德、勤勉尽责，为公司的发展作出应有贡献。

（二）激励对象有权且应当按照本激励计划的规定获得可归属的限制性股票。

（三）激励对象的资金来源为激励对象自有或自筹资金。

（四）激励对象获授的限制性股票在归属前不得转让、担保或用于偿还债务。

（五）激励对象按照本激励计划的规定获授的限制性股票，在归属登记前不享受与该等股份有关的投票权和表决权，股息及红利分配权（包括因公司清盘而产生的权利）。

（六）激励对象因激励计划获得的收益，应按国家税收法律法规的规定缴纳个人所得税及其他税费。

（七）激励对象承诺，若在本激励计划实施过程中，出现本激励计划所规定的不能成为激励对象情形的，自不能成为激励对象年度起将放弃参与本激励计划的权利，并不向公司主张任何补偿；其已获授但尚未归属的限制性股票取消归属，并作废失效。

（八）激励对象承诺，若公司因信息披露文件中有虚假记载、误导性陈述或者重大遗漏，导致不符合授予权益或归属安排的，激励对象应当自相关信息披露文件被确认存在虚假记载、误导性陈述或者重大遗漏后，将由股权激励计划所获得的全部利益返还公司。

（九）股东会审议通过本激励计划且董事会通过向激励对象授予权益的决议后，公司应与激励对象签署《限制性股票授予协议书》，以约定双方的权利义务及其他相关事项。

（十）激励对象在限制性股票归属后离职且签署竞业限制协议或类似协议的，应当遵守该协议的约定并履行相应的义务，其已获授但尚未归属的限制性股票取消归属，并作废失效。若发生违反竞业限制的情况，公司除按照协议追究责任外，公司还有权要求激励对象将其获授的限制性股票因实际归属数量而产生的股份支付金额返还给公司。

（十一）法律、法规及本激励计划规定的其他相关权利义务。

第十三章　公司/激励对象发生异动的处理

一、公司发生异动的处理

（一）公司出现下列情形之一的，本激励计划终止实施，对激励对象已获授但尚未归属的限制性股票取消归属，并作废失效：

1、最近一个会计年度财务会计报告被注册会计师出具否定意见或者无法表示意见的审计报告；

2、最近一个会计年度财务报告内部控制被注册会计师出具否定意见或者无法表示意见的审计报告；

3、上市后最近36个月内出现过未按法律法规、公司章程、公开承诺进行利润分配的情形；

4、法律法规规定不得实行股权激励的情形；

5、中国证监会认定的其他需要终止激励计划的情形。

（二）公司出现下列情形之一的，本激励计划不做变更：

1、公司控制权发生变更；

2、公司出现合并、分立的情形。

（三）公司因信息披露文件有虚假记载、误导性陈述或者重大遗漏，导致不符合限制性股票授予条件或归属条件的，激励对象已获授但尚未归属的限制性股票不得归属，并作废失效；已归属的限制性股票，所有激励对象应当返还其已获授权益。董事会应当按照前款规定收回激励对象所得收益。对上述事宜不负有责任的激励对象因返还权益而遭受损失的，可按照本激励计划相关安排，向公司或负有责任的对象进行追偿。

二、激励对象个人情况发生变化的处理

（一）激励对象发生职务变更，但仍在公司或在公司下属分、控股子公司内任职的，其获授的限制性股票将按照职务变更前本激励计划规定的程序进行；但是，激励对象因不能胜任岗位工作、触犯法律法规、违反职业道德、泄露公司机密、失职或渎职、严重违反公司制度、违反公序良俗等行为损害公司利益或声誉而导致的职务变更，或因前列原因导致公司解除与激励对象劳动关系或聘用关系的，激励对象已获授予但尚未归属的限制性股票不得归属，并作废失效；激励对象离职前需要向公司支付完毕已归属限制性股票所涉及的个人所得税。

（二）激励对象离职的，包括主动辞职、因公司裁员而离职、劳动合同/聘用协议到期不再续约、因个人过错被公司解聘、协商解除劳动合同或聘用协议等，其已归属股票不作处理，自离职之日起激励对象已获授予但尚未归属的限制性股票不得归属，并作废失效。激励对象离职前需要向公司支付完毕已归属限制性股票所涉及的个人所得税。

个人过错包括但不限于以下行为，公司有权视情节严重性就因此遭受的损失按照有关法律的规定向激励对象进行追偿：违反了与公司或其关联公司签订的雇佣合同、保密协议、竞业禁止协议或任何其他类似协议；违反了居住国家的法律，导致刑事犯罪或其他影响履职的恶劣情况；从公司以外公司或个人处收取报酬，且未提前向公司披露等。

（三）激励对象按照国家法规及公司规定正常退休（含退休后返聘到公司任职或以其他形式继续为公司提供劳动服务），遵守保密义务且未出现任何损害公司利益行为的，其获授的限制性股票继续有效并仍按照本激励计划规定的程序继续进行。发生本款所述情形后，激励对象无个人绩效考核的，其个人绩效考核条件不再纳入归属条件；有个人绩效考核的，其个人绩效考核仍为限制性股票归属条件之一。

（四）激励对象因丧失劳动能力而离职，应分以下两种情况处理：

1、当激励对象因执行职务丧失劳动能力而离职时，其获授的限制性股票可按照丧失劳动能力前本激励计划规定的程序办理归属，且公司董事会可以决定其个人绩效考核条件不再纳入归属条件，其他归属条件仍然有效。激励对象离职前需要向公司支付完毕已归属限制性股票所涉及的个人所得税，并应在其后每次办理归属时先行支付当期将归属的限制性股票所涉及的个人所得税。

2、当激励对象非因执行职务丧失劳动能力而离职时，其已归属股票不作处理，激励对象已获授予但尚未归属的限制性股票不得归属，并作废失效。激励对象离职前需要向公司支付完毕已归属限制性股票所涉及的个人所得税。

（五）激励对象身故，应分以下两种情况处理：

1、激励对象若因工伤身故的，其获授的限制性股票将由其指定的财产继承人或法定继承人继承，并按照激励对象身故前本计划规定的程序继续进行；公司董事会可以决定其个人绩效考核条件不再纳入归属条件，继承人在继承前需向公

司支付已归属限制性股票所涉及的个人所得税，并应在其后每次办理归属时先行支付当期归属的限制性股票所涉及的个人所得税。

2、激励对象非因工伤身故的，在情况发生之日，激励对象已获授予但尚未归属的限制性股票不得归属，并作废失效。公司有权要求激励对象继承人以激励对象遗产支付完毕已归属限制性股票所涉及的个人所得税。

（六）本激励计划未规定的其他情况由公司董事会认定，并确定其处理方式。

三、公司与激励对象之间争议或纠纷的解决机制

公司与激励对象之间因执行本激励计划及/或双方签订的《限制性股票授予协议书》所发生的或与本激励计划及/或《限制性股票授予协议书》相关的争议或纠纷，双方应通过协商、沟通解决，或通过公司董事会薪酬与考核委员会调解解决。若自争议或纠纷发生之日起60日内双方未能通过上述方式解决或通过上述方式未能解决相关争议或纠纷，任何一方均有权向公司所在地有管辖权的人民法院提起诉讼解决。

第十四章　附则

一、本激励计划在公司股东会审议通过后生效。

二、本激励计划由公司董事会负责解释。

三、如果本激励计划与监管机构发布的最新法律、法规存在冲突，则以最新的法律、法规规定为准。

苏州纳芯微电子股份有限公司董事会

2026 年 6 月 22 日

SUZHOU NOVOSENSE MICROELECTRONICS CO., LTD.

2026 H SHARE SCHEME

CONTENTS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Scheme Rules, unless the context otherwise requires, each of the following words and expressions shall have the meaning respectively shown opposite to it:

"A Share(s)"	domestic share(s) of the Company with a nominal value of RMB1.00 each, which are listed on the Shanghai Stock Exchange and traded in Renminbi;
"Adoption Date"	the date on which this Scheme is adopted by the Shareholders in general meeting or if applicable, the date on which any other requisite approval(s) for the adoption of the Scheme as required under the Listing Rules is obtained, whichever is later;
"Applicable Laws"	all Applicable Laws, regulations, ordinances or requirements of the relevant regulatory authorities including without limitation the PRC Company Law, the PRC Securities Law, the SFO, the Listing Rules and the relevant provisions of the Articles of Association;
"Articles of Association"	the articles of association of the Company, as amended from time to time;
"associate(s)"	shall have the meaning ascribed to it in the Listing Rules;
"Award"	an award granted under the Scheme by the Board to a Grantee, which may take the form of a Share Award, and which shall be funded by Award Shares;
"Award Letter"	shall have the meaning as set out in Rule 9.1;
"Award Shares"	H Share(s) underlying an Award, and includes newly allotted and issued H Shares for the purpose of implementation of this Scheme at nil consideration or otherwise;
"Auditors"	the auditors for the time being of the Company;
"Board"	the board of directors of the Company;
"Business Day"	any day on which the Stock Exchange is open for the business of dealing in securities;
"Chief executive"	shall have the meaning given to it in the Listing Rules;

"Company"	Suzhou Novosense Microelectronics Co., Ltd. (蘇州納芯微電子股份有限公司), a company established in the PRC on May 17, 2013, the A Shares of which are listed on the Shanghai Stock Exchange (stock code: 688052), and the H Shares of which are listed on the Main Board of the Stock Exchange (stock code: 2676);
"connected person"	shall have the meaning given to it in the Listing Rules;
"CSRC"	the China Securities Regulatory Commission;
"Director(s)"	the director(s) of the Company;
"Eligible Participant"	an Employee Participant, or a Service Provider Participant;
"Employee Participant"	any person who is an employee (whether full-time or part-time), director or officer of the Company or any member of the Group on the Grant Date;
"Grant Date"	the date on which the grant of an Award is made to a Grantee, being the date of the Award Letter in respect of such Award, which must be a Business Day;
"Grantee"	any Eligible Participant who has been approved for participation in the Scheme and granted any Award during the Scheme Period pursuant to Rule 8.1;
"Group"	the Company and its Subsidiaries from time to time, and the expression "**member of the Group**" shall be construed accordingly;
"H Share(s)"	overseas listed foreign ordinary share(s) with a nominal value of RMB1.00 each in the share capital of the Company, which are listed on the Stock Exchange and traded in Hong Kong dollars;
"Holding Company"	a company of which the Company is a Subsidiary;
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China;
"Hong Kong dollars" or "HK$"	Hong Kong dollars, the lawful currency of Hong Kong;
"Listing Committee"	the Listing Committee of the Stock Exchange;

"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
"New Shares"	new H Shares to be allotted and issued by the Company and that are not already recorded on the register of members of the Company and Treasury Shares to be transferred by the Company;
"PRC" or "China"	the People's Republic of China (for the purpose of this Scheme only, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan);
"PRC Company Law"	the Company Law of the People's Republic of China (《中華人民共和國公司法》);
"PRC Securities Law"	the Securities Law of the People's Republic of China (《中華人民共和國證券法》);
"Purchase Price"	in respect of a Share Award, is the price per share a Grantee is required to pay for obtaining the H Shares comprising the Share Award (if any), which will be stated in the Award Letter;
"Scheme"	this 2026 H Share Scheme of the Company as constituted by the Scheme Rules;
"Scheme Administrator"	any committee of the Board or other person(s) to whom the Board has delegated its authority to administer this Scheme in accordance with Rule 6.2;
"Scheme Mandate Limit"	shall have the meaning set out in Rule 5.1, as increased, refreshed or renewed or altered from time to time in accordance with the Scheme Rules, subject to compliance with any Applicable Laws, rules and regulations;
"Scheme Period"	the period of ten (10) years commencing on the Adoption Date and ending on the tenth anniversary of the Adoption Date, unless terminated earlier in accordance with the Scheme Rules;
"Scheme Rules"	the rules set out herein relating to the Scheme as amended from time to time;

"Service Provider Participant(s)" or "Service Provider(s)"	any person(s) providing services to 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, including the following categories, as determined by the Scheme Administrator pursuant to the criteria set out in Rule 4.1 in the Scheme Rules, subject to compliance with any Applicable Laws, rules and regulations: (i) technology research and development service providers; and (ii) sales and market expansion service providers, provided that (i) placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions, or (ii) professional service providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity shall be excluded from such category;
"Service Provider Sublimit"	shall have the meaning set out in Rule 5.2, as increased, refreshed or renewed or altered from time to time in accordance with the Scheme Rules;
"SFC"	the Securities and Futures Commission of Hong Kong;
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong);
"Shareholder(s)"	holder(s) of Share(s);
"Share Award(s)"	shall have the meaning set out in Rule 8.2;
"Shares"	ordinary shares with a nominal value of RMB1.00 each in the share capital of the Company, comprising A Shares and H Shares, or, if there has been a sub-division, consolidation, re-classification or re-construction of the share capital of the Company, shares forming part of the ordinary share capital of the Company of such other nominal amount as shall result from such sub-division, consolidation, re-classification or re-construction;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"Subsidiary" or "Subsidiaries"	any subsidiary (as such term is defined in the Listing Rules) of the Company;
"substantial shareholder"	shall have the meaning given to it in the Listing Rules;

"Taxes"	shall have the meaning as set out in Rule 16;
"Treasury Shares"	shall have the meaning ascribed to it in the Listing Rules; references to new Shares include treasury shares, and references to the issue of new Shares include the transfer of treasury shares;
"Trust(s)"	shall have the meaning as set out in Rule 7;
"Trustee"	means the professional trustee from time to time of this Scheme appointed by the Company for the purpose of the Trust(s) pursuant to Rule 7;
"Vesting Date"	the date or dates, as determined from time to time by the Scheme Administrator, on which an Award (or part thereof) is to vest in the relevant Grantee and upon which the Grantee may exercise the Award as determined by the Scheme Administrator pursuant to Rule 11.1, unless a different Vesting Date is deemed to occur in accordance with Rule 21.2; and
"%"	per cent.

1.2 In these Scheme Rules, except where the context otherwise requires:

(a) references to Rules are to rules of the Scheme Rules;

(b) references to times of the day are to Hong Kong time;

(c) if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;

(d) a reference to statutes, statutory provisions or the Listing Rules shall be construed as references to those statutes, provisions or rules as respectively amended or re-enacted and shall include any orders, regulations, instruments, subsidiary legislation, other subordinate legislation or practice notes under the relevant statute, provision or Listing Rule;

(e) unless otherwise indicated, the Board can make determinations in its absolute discretion and if the Board delegates its authority to administer the Scheme to a Scheme Administrator, such Scheme Administrator shall enjoy the same absolute discretion;

(f) a reference to "**include**", "**includes**" and "**including**" shall be deemed to be followed by the words "**without limitation**";

(g) words importing the singular include the plural and vice versa, and words importing a gender include every gender;

(h) headings are included in the Scheme Rules for convenience only and do not affect its interpretation;

(i) references to any statutory body shall include the successor thereof and any body established to replace or assume the functions of the same; and

(j) references to person includes any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

2. CONDITIONS

2.1 The Scheme shall become effective upon fulfilment of the following conditions:

(a) the passing of a resolution by the Shareholders to approve the adoption of the Scheme; and

(b) the Listing Committee granting approval of the listing of, and permission to deal in, the H Shares to be allotted and issued pursuant to Awards.

3. PURPOSE OF THE SCHEME

3.1 The purpose of the Scheme is:

(a) to provide the Company with a flexible means of attracting, remunerating, incentivising, retaining, rewarding, compensating and/or providing benefits to Eligible Participants;

(b) to align the interests of Eligible Participants with those of the Company and Shareholders by providing such Eligible Participants with the opportunity to acquire proprietary interests in the Company and become Shareholders; and

(c) to encourage Eligible Participants to contribute to the long-term growth, performance and profits of the Company and to enhance the value of the Company and its Shares for the benefit of the Company and Shareholders as a whole.

4. ELIGIBLE PARTICIPANTS AND BASIS OF DETERMINING ELIGIBILITY

4.1 Eligible Participants as determined by the Board or the Scheme Administrator from time to time shall be eligible to participate in the Scheme, which shall comprise of two categories:

(a) any person who is an employee (whether full-time or part-time), director or officer of the Company or any member of the Group on the Grant Date (the "**Employee Participants**");

(b) any person providing services to 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, as determined by the Scheme Administrator pursuant to the criteria set out in the Scheme Rules (the "**Service Provider Participants**").

Service Provider Participants eligible to participate in the Scheme include any service provider who is engaged by the Group and who continuously and regularly provides services in the ordinary course of business of the Group that are conducive to the long-term growth of the Group. The Group is an analog chip provider in China and offers to its customers, primarily consisted of distributors and direct sales customers, a comprehensive portfolio of high-performance and reliable products and solutions for application sectors such as (i) automotive electronics, (ii) energy and industrial automation and (iii) consumer electronics. There are three core product categories – sensor products, signal chain chips and power management chips – form a complete chain that covers (i) sensing, (ii) signal processing and (iii) system power supply and power drive. The Group from time to time engages the following categories of Service Providers whose services provided are closely linked to and support's the Group's core business operations including analog chip research and development and production and application business (designing, developing and selling related products, including sensor products, signal chain chip and power management chip products as well as other related technologies and products), and who falls within any of the following categories:

(1) Technology Research and Development Service Providers

Such service providers, as an extension of the Group's core technological capabilities, provide specialized and multi-scenario customized technology development and research and development support for analog chips. Their scope of services includes but is not limited to: (i) participating in application scenario implementation and development services for the Group's core products, namely sensor products, signal chain chips and power management chips, in the fields of automotive electronics, pan-energy and consumer electronics, enriching the product matrix and technology accumulation to assist the Company in swiftly entering emerging sectors and enhancing the product matrix; (ii) supporting product iteration, system maintenance, performance optimization and compliance-related technology enhancement, primarily including specialty wafer fabrication process providers, so as to strengthen the Company's underlying technological capabilities; (iii) assisting with intellectual property strategies, technical documentation preparation and standardization of research and development processes; and (iv) collaborating closely with the Group's internal engineering teams under agile development frameworks to ensure timely delivery and high-quality output.

The services provided by such service providers are highly specialized, continuous and strategically critical, and their deliverables directly impact the competitiveness of the Group's product portfolio, underlying technology extensibility and innovation capabilities. Given the highly technical nature of the analog chip industry, the pool of qualified technology research and development service providers with the requisite depth of expertise is limited, the grant of Awards to such service providers helps to facilitate a long-term collaboration to drive technological breakthroughs that benefit the Group's development in the long run.

(2) Sales and Market Expansion Service Providers

Such service providers primarily undertake end-market expansion and customer acquisition responsibilities on behalf of the Company. Depending on their respective capabilities, each such service provider provide all or some of the following services to the Group: (i) formulating and executing go-to-market strategies for specific application scenarios, such as the humanoid robotics sector; (ii) identifying application requirements of potential end customers and collaborating with the Company to co-design products; (iii) maintaining key customer relationships and assisting in sales negotiations and contract execution; (iv) gathering market intelligence, competitive insights and customer feedback to support the Group in optimizing product positioning and marketing strategies; (v) assisting and supporting the timely delivery of the Group's products and services, thereby facilitating revenue realization; (vi) enhancing the Group's brand promotion and market influence, particularly in countries and regions outside Mainland China; and (vii) providing after-sales services to customers (including communicating customers' feedback on the Group's products to the Group, coordinating product returns or exchanges, providing technical trainings on the use of the Group's products, and acting as a channel between customers and the Group to address concerns or complaints).

In view of the direct contribution of such service providers to revenue growth and market share expansion, and the high correlation between the performance of such service providers and the long-term business outcomes of the Group, the grant of Awards to them helps to align their interests with those of the Company and encourages them to drive value enhancement from a shareholder perspective. The services provided by such market expansion service providers are (i) provided exclusively to the Group; (ii) material and relevant to the operations of the Group; and (iii) provided on a regular or recurring basis, with the continuity and frequency of their services being comparable to those of employees.

4.2 No person who is:

(a) resident in a place where the grant, acceptance or vesting of an Award pursuant to the Scheme is not permitted under, or contrary to, the laws and regulations of such place; or

(b) where, in the view of the Scheme Administrator, compliance with Applicable Laws and regulations in such place makes it necessary or expedient to exclude such person,

shall be entitled to participate in the Scheme and such person shall therefore not be an Eligible Participant for the purposes of this Scheme.

4.3 The eligibility of any of the Eligible Participants for a grant of Awards shall be determined by the Board or the Scheme Administrator from time to time on the basis of the Board's or the Scheme Administrator's opinion as to the Eligible Participant's contribution to the development and growth of the Group. Without limiting the generality of the foregoing: in assessing the eligibility of Employee Participants, the Board or the Scheme Administrator will consider, among other things, educational background, professional experience, qualifications, skills, knowledge, the length of service, job position, job duties, contribution to the Group and performance evaluation results of the Employee Participant.

4.4 Where a service provider qualifies for one of the above service provider types and meets the initial eligibility criteria to fall within the above categories, the below will be considered:

(a) whether a potential service provider participant will be eligible to qualify as a Service Provider Participant will be determined by the Board or the Scheme Administrator based on qualitative and quantitative performance indicators on a case-by-case basis in accordance with the eligibility criteria set out below, including (i) the materiality and nature of the business relationship between the Service Provider Participant and the Group (such as whether the services provided relate to the core functions of the Group and the Company's focus areas and whether such business dealings could be readily replaced by third parties); (ii) the track record in the quality of services provided to and/or cooperation with the Group; and (iii) the scale of business dealing with the Group with regard to factors such as the actual or expected change in the Group's revenue or profits which is or may be attributable to the Service Provider Participant.

(b) in assessing whether a Service Provider Participant provides services to the Group on a continuing basis, the Scheme Administrator will take into account factors such as: (i) length and type of services provided or will be provided to the Group, as well as the recurrence and regularity of such services; (ii) the Group's objectives in engaging the Service Provider Participant and how granting Awards to the Service Provider Participant would align with the purpose of the Scheme or benefit the Group; and (iii) remuneration packages of comparable listed peers with respect to similar Service Provider Participants, if any, based on available industry information.

provided that: (i) placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions; or (ii) professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity, shall not be Service Provider Participants for the purposes of this Scheme.

5. SCHEME LIMITS

Scheme Mandate Limit and Service Provider Sublimit

5.1 The Award Shares under the Scheme shall be satisfied by (i) Treasury Shares, (ii) the new H Shares to be allotted and issued by the Company to the Trustee(s) under the Trust only when specified participants are identified according to Rule 17.01(1)(a) of the Listing Rules under this Scheme, or (iii) existing H Shares purchased or acquired on-market or off-market by the Trustee(s) under the Trust. The total number of New Shares which may be issued in respect of all options and awards under this Scheme and any other share schemes of the Company, being 16,124,957 Shares (representing approximately 10.00% of the relevant class of the Shares in issue (excluding Treasury Shares) as of the Adoption Date (the "**Scheme Mandate Limit**"). In any event, the total number of Shares which may be issued pursuant to all Awards to be granted under this Scheme and options and awards to be granted under any other share schemes of the Company shall not exceed 10.00% of the relevant class Shares in issue (excluding Treasury Shares) on the Adoption Date. The Scheme Mandate Limit may be adjusted or refreshed from time to time in accordance with the Scheme Rules, subject to compliance with any Applicable Laws, rules and regulations.

5.2 Within the Scheme Mandate Limit, the total number of New Shares that may be issued in respect of all options and awards to be granted to Service Provider Participants under this Scheme shall not exceed 3,224,991 H Shares (the "**Service Provider Sublimit**"), representing approximately 2.00% of the relevant class of Shares in issue (excluding Treasury Shares) as of the Adoption Date. The Service Provider Sublimit may be adjusted or refreshed from time to time in accordance with the Scheme Rules, subject to compliance with any Applicable Laws, rules and regulations.

5.3 Awards lapsed in accordance with the terms of the Scheme Rules (or the terms of any other share schemes of the Company) will not be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and/or the Service Provider Sublimit. For the avoidance of doubt, Awards cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and/or the Service Provider Sublimit.

5.4 For the avoidance of doubt, Awards which will be settled by existing Shares, whether funded by purchase or acquisition on-market or off-market by the Trustee(s) under the Trust for the purpose of implementation of this Scheme, in accordance with the terms of the Scheme Rules, shall not be counted for the purpose of calculating the Scheme Mandate Limit and/or the Service Provider Sublimit.

Refreshing the Scheme Mandate Limit and Service Provider Sublimit

5.5 The Company may refresh either of the Scheme Mandate Limit and/or the Service Provider Sublimit:

(a) from the later of three years after the Adoption Date or three years after the date of the previous shareholder approval for refreshment of the Scheme Mandate Limit or Service Provider Sublimit (as the case may be) pursuant to this Rule with the prior approval of Shareholders in general meeting by way of ordinary resolution; or

(b) at any time, with the prior approval of the Shareholders in general meeting (with the controlling shareholder (as defined under the Listing Rules) and their associates, or if there is no controlling shareholder, with the Directors (excluding the independent non-executive Directors) and the Chief executive of the Company and their respective associates, abstaining from voting in favour of the relevant resolution at the general meeting) and subject to compliance with any additional requirements set out in the Listing Rules.

Awards already granted under the Scheme and any other share schemes of the Company (including those outstanding or lapsed in accordance with its terms or vested) shall not be counted for the purpose of calculating the Scheme Mandate Limit and/or the Service Provider Sublimit as refreshed. Provided that, Rule 5.5 (a) and (b) above do not apply if the refreshment is made immediately after an issue of securities by the Company to its Shareholders on a pro-rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the Shares in issue) 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.

5.6 The total number of Shares which may be issued in respect of all Awards to be granted under this Scheme and awards to be granted under all other schemes of the Company under the Scheme Mandate Limit as refreshed pursuant to Rule 5.5 shall not exceed 10.00% of the relevant class of the Shares in issue (excluding Treasury Shares) as of the date of the aforesaid approval to refresh the Scheme Mandate Limit by the Shareholders in general meeting.

Grants beyond the Scheme Mandate Limit

5.7 The Company may seek separate approval of the Shareholders in general meeting to grant Awards beyond the Scheme Mandate Limit to Eligible Participants specifically identified by the Company, subject to compliance with the requirements set out in the Listing Rules.

6. ADMINISTRATION

Scheme Administrator

6.1 The Board shall be responsible for administering the Scheme in accordance with the Scheme Rules.

6.2 The authority to administer the Scheme shall be delegated by the Board to any committee of the Board , or one or more Directors deemed appropriate at the sole discretion of the Board, including its powers to offer or grant Awards and to determine the terms and conditions of such Awards, *provided that* nothing in this Rule 6.2 shall prejudice the Board's power to revoke such delegation at any time or derogate from the discretion rested with the Board as contemplated in Rule 6.1.

6.3 Decisions of such committee duly established or person(s) duly appointed by the Board in accordance with Rule 6.2 in relation to the operation of the Scheme or interpretation of the Scheme Rules shall be final and binding on all parties. In the event of any disagreement or ambiguity, the decision of the Board shall prevail.

6.4 The Board or the Scheme Administrator may from time to time appoint one or more administrators, who may be independent third-party contractors, to assist in the administration of the Scheme, to whom they, at their sole discretion, may delegate such functions relating to the administration of the Scheme as they may think fit. The duration of office, terms of reference and remuneration (if any) of such administrator(s) shall be determined by the Scheme Administrator at their sole discretion from time to time.

Powers of the Scheme Administrator

6.5 Subject to the Scheme Rules and any Applicable Laws, rules and regulations, the Scheme Administrator shall have the power from time to time to:

(a) construe and interpret the Scheme Rules and the terms of the Awards granted from time to time;

(b) make or vary such arrangements, guidelines, procedures and/or regulations for the administration, interpretation, implementation and operation of the Scheme, provided that they are not inconsistent with the Scheme Rules;

(c) perform all acts necessary to implement the H Share Scheme, including but not limited to: (a) the appointment of qualified trustees; (b) execution of all trust instruments; (c) issuance of new H Shares pursuant to the Scheme Rules; and (d) directing Trustees to subscribe for such H Shares on behalf of Eligible Participants;

(d) grant Awards to those Eligible Participants whom they shall select from time to time;

(e) determine the terms and conditions of Awards granted under the Scheme including but not limited to number of Awards, Purchase Price, Vesting Dates, vesting criteria, conditions or periods, performance targets, clawback mechanisms and other conditions;

(f) approve the form of Award Letters;

(g) decide how the vesting of Awards Shares will be settled pursuant to Rule 14.3;

(h) make such appropriate and equitable adjustments to the terms of Awards granted under the Scheme as they deem necessary;

(i) determine the commencement or termination date of Awards subject to the commencement or termination of an Eligible Participant's or Grantee's employment with any member of the Group; and

(j) take such other steps or actions as they deem necessary or prudent to give effect to the terms and intent of the Scheme Rules and/or Awards.

6.6 In respect of the administration of the Scheme, the Company shall comply with all applicable Shareholders' approval, announcement, circular and reporting requirements imposed by the Listing Rules from time to time.

No liability of the Scheme Administrator

6.7 None of the directors of the Company or any Scheme Administrator shall be personally liable by reason of any contract or other instrument executed by him/her, or on his/her behalf or for any mistake of judgment made in good faith, for the purposes of the Scheme, and the Company shall indemnify and hold harmless each member of the Scheme Administrator in relation to the administration or interpretation of the Scheme, against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with the Scheme unless arising out of such person's own wilful default, fraud or bad faith.

7. IMPLEMENTATION BY TRUST

7.1 The Company may establish one or more trusts and appoint one or more Trustees to hold H Shares for the purposes of: (i) holding Award Shares (which are H Shares newly allotted and issued by the Company or existing H Shares purchased or acquired on-market or off-market by the Trustee(s) under the Trust or existing H Shares transferred by any Shareholder(s) to the Trustee(s) under the Trust for the purpose of implementation of this Scheme) and reserved for specified Eligible Participants; (ii) settling Awards under Rule 14; and (iii) taking other actions for the purposes of administering and implementing the Scheme ("**Trust(s)**"). The Trustee(s) of the Trust shall be instructed by the Company, and unless otherwise agreed between the Company and the Trustee(s), the Scheme Administrator shall act on behalf of the Company to give instructions to and direct the Trustee(s).

7.2 Where a Trust has been established under Rule 7.1, the administration and implementation of the Scheme through the Trust shall be governed by a trust deed or such other governing documents of such Trust or custodian arrangements between the Company and the respective Trustee(s), which may include but is not limited to:

(a) requirements relating to notifying the Trustee about the granting, vesting, cancellation or lapse of Awards or Award Shares;

(b) acquisition of H Shares (including but not limited to, subscribe New Shares, or existing Shares purchased or acquired on-market or off-market by the Trustee(s) under the Trust or existing H Shares transferred by any Shareholder(s) to the Trustee(s) under the Trust for the purpose of implementation of this Scheme at nil consideration or otherwise) or other methods for settling Awards;

(c) voting, dividends, distributions and other rights associated with vested Award Shares;

(d) holding and transferring H Shares; and

(e) holding and transferring any related income generated from the H Shares or proceeds derived from dealings in the H Shares.

7.3 The Trustee(s) holding unvested H Shares under the Trust shall abstain from voting on matters that require Shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.

8. GRANT OF AWARDS

Grants and Types of Awards

8.1 The Scheme Administrator may, from time to time, in their absolute discretion select any Eligible Participant to be a Grantee and, subject to these Scheme Rules, grant an Award, the nature and amount of which shall be determined by the Scheme Administrator, to such Grantee during the Scheme Period.

8.2 An Award shall be in the form of an award which, subject to fulfillment of the conditions as may be specified in the Award Letter, vests such number of Award Shares as the Scheme Administrator may determine on the specified Eligible Participant in accordance with the terms of the Scheme Rules (a "**Share Award**").

Additional Approvals for Grants Beyond Individual Limits

8.3 Grants of Awards funded by new Shares to an individual Eligible Participant shall be subject to the following additional rules:

(a) Unless otherwise approved by the Shareholders in the manner set out in this Rule 8.3, the total number of Award Shares issued and to be issued upon vesting of Awards granted and to be granted under this Scheme and all options and awards granted under any other share scheme(s) of the Company to each Eligible Participant (excluding any award shares and options lapsed in accordance with the relevant scheme rules) in any 12 month period up to and including the date of such grant shall not exceed 1.00% of the relevant class of Shares in issue (excluding Treasury Shares, if any).

(b) Any further grant of Awards to an Eligible Participant which would exceed this limit shall be subject to separate approval of the Shareholders in general meeting with the relevant Eligible Participant and their close associates (or associates if the Eligible Participant is a connected person of the Company) abstaining from voting. A circular shall be sent to the Shareholders disclosing the information required to be disclosed under the Listing Rules. The number and terms of the Awards to be granted to such Eligible Participant shall be fixed before the Shareholders' approval is sought.

8.4 Grants of Awards funded by new Shares to any Director, Chief executive or substantial shareholder of the Company, or any of their respective associates, shall be subject to the following additional rules:

(a) Such grant shall be subject to the prior approval of the Scheme Administrator (excluding any member who is a proposed recipient of the grant of the Award) and the independent non-executive Directors of the Company (excluding any independent non-executive Director who is a proposed recipient of the grant of Awards).

(b) Grants to any Director or Chief executive of the Company, which are made on terms with a vesting period less than twelve (12) months or without a performance target or without a clawback mechanism (each of which, a "**Unique Term**"), shall be reviewed by the remuneration and appraisal committee of the Board as to why the Unique Term is appropriate and how the grant nevertheless aligns with the purpose of the Scheme.

(c) In addition:

(i) where any grant of Awards to any Director (other than an independent non-executive Director) or Chief executive of the Company or any of their respective associates would result in the Shares issued and to be issued in respect of all awards granted (excluding any Awards lapsed in accordance with the relevant scheme rules) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the total number of the relevant class of Shares in issue at the date of such grant (excluding Treasury Shares, if any) under this Scheme and any other share schemes of the Company; or

(ii) where any grant of Awards to an independent non-executive Director or substantial shareholder of the Company (or any of their respective associates) would result in the H Shares issued and to be issued in respect of all options and awards granted (excluding any options and awards lapsed in accordance with the relevant scheme rules) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the total number of the relevant class of Shares in issue at the date of such grant (excluding Treasury Shares, if any) under this Scheme and any other share schemes of the Company,

such further grant of Awards must be approved by Shareholders in general meeting in the manner required, and comply with the relevant requirements set out in Chapter 17 of the Listing Rules.

Restrictions on Grants

8.5 No Award shall be granted to any Eligible Participant during the following time periods, and no instructions to purchase any Shares shall be given to the Trustee under the Scheme:

(a) in circumstances prohibited by the Listing Rules or at a time when the relevant Eligible Participant would be prohibited from dealing in the Shares by the Listing Rules (including the Model Code for Securities Transactions by Directors of Listed Issuers, set out in Appendix C3 to the Listing Rules) or by any Applicable Laws, rules or regulations;

(b) where the Company has come to its knowledge or is in possession of any unpublished inside information in relation to the Company, until (and including) the trading day after such inside information has been announced; and

(c) during the period commencing thirty (30) days immediately preceding the earlier of: (i) the date of the board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (ii) the deadline for the Company to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the results announcement; and (iii) any time after inside information has come to the Company's or any Director's knowledge until the trading day after it has announced the information. For the avoidance of doubt, no Award may be granted during any period of delay in publishing a results announcement.

8.6 Notwithstanding the provision in Rule 8.1, no Award shall be granted to any Eligible Participant under the following circumstances:

(a) if any member of the Group is required under Applicable Laws, rules or regulations to issue a prospectus or other offer documents in respect of such grant or the Scheme;

(b) where such grant or dealing in the H Shares in respect of such grant would result in a breach by any member of the Group or any of its directors of any Applicable Laws, rules, regulations or codes in any jurisdiction from time to time (including the PRC Company Law, the PRC Securities Law and the Articles of Association);

(c) in circumstances where the requisite approval from any applicable governmental or regulatory authority has not been obtained, provided that to the extent permissible in accordance with Applicable Laws, rules and regulations, an Award may be made conditional upon such approval being obtained;

(d) in circumstances which would result in a breach of the Scheme Mandate Limit, provided that to the extent permissible in accordance with Applicable Laws, rules and regulations, an Award may be made conditional upon the Scheme Mandate Limit being refreshed or approval of Shareholders being otherwise obtained;

(e) where such Award is to a connected person of the Company and, under the Listing Rules, requires the specific approval of Shareholders, until such approval of Shareholders is obtained provided that to the extent permissible in accordance with Applicable Laws, rules and regulations an Award may be made conditional upon such specific shareholder approval being obtained;

(f) upon the occurrence of any of the following circumstances:

(i) the certified public accountant issues an adverse opinion or a disclaimer of opinion in respect of the latest fiscal year's financial and accounting report thereof; or

(ii) the Company is subject to administrative punishment imposed by CSRC due to a material violation of laws and regulations in the latest year.

(g) any of the following circumstances occurs to the Grantee:

(i) who is publicly censured or declared as an inappropriate candidate by the CSRC or the Stock Exchange within three years before the Grant Date;

(ii) personnel who have committed any material violation of laws or regulations within three years before the date of granting being determined as inappropriate personnel by the Stock Exchange, the CSRC or their local offices or imposed with an administrative penalty or prohibition of the market access;

(iii) disqualification from acting as a director, supervisor or senior officer of a company under the PRC Company Law; or

(iv) other circumstances as recognized by the CSRC or the Stock Exchange in which participation in any share schemes is prohibited.

8.7 To the extent that an Award shall be settled by the delivery of new Shares, the grant of such Award shall be conditional upon the Listing Committee granting approval to the listing of, and permission to deal in, such Shares and the satisfaction of any other conditions as may be considered necessary or appropriate by the Scheme Administrator.

9. AWARD LETTER

9.1 The Company shall, in respect of each grant of Awards, on the Grant Date issue a letter to the Grantee in such form as the Board or the Scheme Administrator may from time to time determine setting out the terms and conditions of the Award (an "**Award Letter**"), which may include the number of Award Shares in respect of which the Award relates, the Purchase Price (as applicable), the vesting criteria, conditions and period, the Vesting Date, any performance targets that must be achieved, the clawback mechanism applicable to the Award and any such other details as the Scheme Administrator may consider necessary, and requiring the Grantee to undertake to hold the Award on the terms of the Award Letter and be bound by the provisions of this Scheme.

9.2 The following Rules in this Scheme are subject to, and shall be modified to the extent specified in, the Award Letter:

(a) Rule 10.2 (Acceptance);

(b) Rule 14 (Settlement of Awards);

(c) Rule 16 (Taxation);

(d) Rule 19 (Clawback);

(e) Rule 20 (Retirement and Other Events); and

(f) Rule 25 (Notices).

10. ACCEPTANCE, PURCHASE PRICE

Acceptance

10.1 The Scheme Administrator may determine in their absolute discretion the period within which any such acceptance must be made, and such periods shall be set out in the Award Letter. No consideration is payable by a Grantee to the Company for acceptance of the Awards under this Scheme.

10.2 Unless otherwise specified in the Award Letter, the Grantee shall have thirty (30) Business Days from the Grant Date to accept the Award. A Grantee may accept an Award by giving written notice of their acceptance to the Scheme Administrator, together with remittance in favour of the Company of any consideration payable upon grant of the Award. An Award may be accepted in whole or in part *provided that* it must be accepted in respect of a board lot for dealing in Shares or a multiple thereof. To the extent that an Award or part thereof is not accepted within the time and in the manner indicated in this Rule, the portion not accepted shall be deemed to have been irrevocably declined and shall automatically lapse.

Purchase Price

10.3 For Awards which take the form of Awards, the Purchase Price of such Awards shall be determined by the Scheme Administrator in their absolute discretion and notified to the Grantee in the Award Letter. The Purchase Price shall be set at different levels at nil, par value, the prevailing market price, or a discount to such market price, taking into account the purpose of the Scheme, the intent of the relevant grant (including as a complement to remuneration) and the characteristics of the relevant Grantee.

11. VESTING OF AWARDS

11.1 The Scheme Administrator may in respect of each Award and subject to all Applicable Laws, rules and regulations determine such vesting criteria and conditions or periods for the vesting of the Award in its sole and absolute discretion. The relevant Vesting Date of any Award shall be set out in the Award Letter.

11.2 The Vesting Date in respect of any Award funded by new Shares shall be not less than twelve (12) months from the Grant Date, *provided that* for Employee Participants, the Vesting Date may be less than twelve (12) months from the Grant Date (including on the Grant Date) in the following specific circumstances:

(a) grants of "make-whole" Awards to new Employee Participants to replace awards that they forfeited when leaving the previous employers;

(b) grants to an Employee Participant whose employment is terminated due to death or disability or occurrence of any out of control event. In those circumstances, the vesting of the Awards may accelerate;

(c) grants of Awards with performance-based vesting conditions provided in the Scheme Rules, in lieu of time-based vesting criteria;

(d) grants that are made in batches during a year for administrative and compliance reasons. They may include Awards that should have been granted earlier but had to wait for a subsequent batch. In such cases, the vesting periods may be shorter to reflect the time from which an Award would have been granted;

(e) grants of Awards with a mixed or accelerated vesting schedule such that the Awards may vest evenly over a period of twelve (12) months; or

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

11.3 If a Vesting Date is not a Business Day, such Vesting Date shall, subject to any trading halt or suspension of dealings in the H Shares on the Stock Exchange, be deemed to be the next Business Day immediately thereafter.

12. PERFORMANCE TARGETS

12.1 The Scheme Administrator may, in respect of each Award and subject to all Applicable Laws, rules and regulations, determine such performance targets, criteria or conditions for vesting of Awards in its sole and absolute discretion. Any such performance targets, criteria or conditions shall be set out in the Award Letter. For the avoidance of doubt, an Award shall not be subject to any performance targets, criteria or conditions if none are set out in the relevant Award Letter.

12.2 The Scheme Administrator shall specify in the Award Letter the person(s) of the Company that will assess how and whether such targets, criteria or conditions are satisfied.

12.3 Performance targets, criteria or conditions are to be specified in the relevant Award Letter. Performance targets may combine qualitative and quantitative requirements and include an annual assessment of an Eligible Participant (e.g., skills, expertise, key performance indicators of his or her division, contribution to the Company) and/or performance of the Company (e.g., achieved financial indicators, business and market capitalization milestones). From time to time, the Scheme Administrator will conduct an assessment to compare performance to pre-established targets in order to determine whether and to what extent such targets have been achieved. Such assessment may be conducted by reference to the Group's audited or management accounts, operational reports, project progress reports, individual performance appraisal records or other objective supporting materials considered relevant by the Scheme Administrator. After the assessment, if the Scheme Administrator determines that any of the specified performance targets have not been achieved, the unvested Award Shares for the relevant vesting period will automatically lapse.

13. VESTING PERIOD

13.1 Subject to Rule 11, the vesting period for any award of Awards shall be such period determined by the Scheme Administrator in their absolute discretion and notified to the Eligible Participant in the Award Letter. For the avoidance of doubt, subject to Rule 11, the Scheme Administrator may determine the vesting period of an Award to be not applicable and determine that the Award Shares shall fall to be settled upon the Vesting Date without further action by the Grantee.

14. SETTLEMENT OF AWARDS

Subject to the terms and conditions of the Scheme and the fulfillment of all vesting conditions applicable to the vesting of the Awards on such Grantee, the respective H Shares held by the Trustee on behalf of the Grantee pursuant to the provision hereof shall vest in such Grantee in accordance with the applicable vesting schedule, and the Trustee shall cause the H Shares to be transferred to such Grantee and/or an entity controlled by him/her (or the Grantee's personal representative(s)) for the benefit of the Grantee and any family members of such Grantee in accordance with Rule 14.3 in this Scheme. The Scheme Administrator may require any Grantee to return duly executed transfer documents or other documents for the purpose of vesting and transfer of the relevant H Shares within a stipulated period. The Award shall automatically lapse if a Grantee fails to do so, unless the Scheme Administrator determines otherwise at their absolute discretion.

Settlement of an Award

14.1 Subject to Rule 14.2, within twenty (20) Business Days after receipt of the notice and the remittance (if any), the Company shall arrange for upon the vesting of Awards to be satisfied in the following methods, or any combination of the following methods, as determined by the Scheme Administrator in their sole discretion:

(a) allot, and instruct the Share registrar to issue, the H Shares underlying the vested Awards to the Grantee (or the Grantee's personal representative(s)) credited as fully paid and issue to the Grantee (or the Grantee's personal representative(s)) a share certificate in respect of the H Shares underlying the vested Awards so allotted and issued;

(b) arrange for the H Shares underlying the vested Awards to be transferred to the Grantee (or the Grantee's personal representative(s)) credited as fully paid and issue to the Grantee (or the Grantee's estate in the event of an allotment by the Grantee's personal representative(s)) a share certificate in respect of the H Shares so transferred;

(c) make a cash payment to the Grantee subject to the circumstances that it is not practicable for the Grantee to receive H Shares upon vesting the Awards due to legal or regulatory restrictions. The amount of such payment shall be calculated by reference to the number of H Shares to be vested in respect of the Grantee on or after the Vesting Date and valuing the same at the closing price of the H Shares as stated in the daily quotations sheet published by the Stock Exchange on the Vesting Date and deducting therefrom any stamp duty, Taxes, trading fee and other, if any, direct costs and expenses which would have been payable if the H Shares were sold on-market on the Vesting Date at the said closing price; or

(d) for the purpose of the transferring, selling or making a cash payment of Award Shares in a Grantee upon the vesting of the Award Shares, subject to the receipt by the Trustee of (a) a copy of the relevant vesting letter (if any), a written notice form determined by the Scheme Administrator and a written notice from the Scheme Administrator instructing the Trustee to transfer the Award Shares to the Grantee (or the Grantee's personal representative(s)), (b) the original transfer documents (if any) prescribed by the Trustee and duly signed by the Grantee (or the Grantee's personal representative(s)); (c) client due diligence documents of the Grantee (or the Grantee's personal representative(s)) required in accordance with the Trustee's client due diligence policy; and (d) such other documents as the Scheme Administrator may require for the purpose of this Rule 14.1(d) at least ten (10) Business Days prior to the Vesting Date, the Trustee shall transfer the relevant Award Shares to the relevant Grantee (or the Grantee's personal representative(s)) as instructed by the Scheme Administrator as soon as practicable on or after the Vesting Date and in any event not later than ten (10) Business Days after the Vesting Date. In the event that the Trustee does not receive the requisite documents in accordance with (a), (b) and (c) herein prior to or on the relevant Vesting Date, the relevant Award Shares shall lapse and shall not vest on the relevant Vesting Date and the Grantee shall have no claims against the Trust or the Trustee or with respect to those or any other Shares or any right thereto or interest therein in any way. The Company shall refund to the Grantee the Purchase Price paid (if any) in correspondence to such lapsed Award Shares paid by the Grantee pursuant to this Scheme and the terms and conditions of the Award Letter.

14.2 Where the Scheme Administrator in their sole discretion determines that it is not practicable for the Grantee to receive Award Shares or for the Company (whether or not through a trustee or other third party) to settle the Award due to applicable legal or regulatory restrictions (including under the Listing Rules), the settlement of the Award shall be postponed and shall take place within twenty (20) Business Days from the date that the Scheme Administrator subsequently determines it will be practicable to proceed with the settlement of the Award.

14.3 The Award Shares shall be identical to all issued H Shares and (in respect of New Shares) shall be allotted and issued subject to all the provisions of the Articles of Association for the time being in force and will rank *pari passu* with the other fully paid H Shares in issue on the date the name of the Grantee (or the Grantee's personal representative(s)) is registered on the register of members of the Company 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, *save that* the Grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of the Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration.

Costs

14.4 Any direct costs and expenses arising on the vesting and issue of the Award Shares to or for the benefit of a Grantee as contemplated by Rule 14.1 shall be borne by the Company.

14.5 Any stamp duty, Taxes, trading fee and other, if any, or other direct costs and expenses arising on the sale of the Award Shares and cash payment as contemplated by Rule 14.1(c) shall be borne by the Grantee and deducted by the Scheme Administrator from the amount payable to the Grantee pursuant to Rule 14.1(c).

15. RESTRICTIONS ON AWARDS

Voting and Dividend Rights

15.1 Awards do not carry any right to vote at general meetings of the Company, nor any right to dividends, transfer or other rights. No Grantee shall have any right to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any H Shares underlying the Awards. No Grantee shall enjoy any of the rights of a Shareholder by virtue of the grant of an Award unless and until the H Shares underlying an Award are delivered to the Grantee pursuant to the vesting and allotment of such Award.

Transferability of Awards

15.2 Awards shall be personal to the Grantee to whom they are made and shall not be assignable or transferable, except in circumstances where the written consent of the Company has been obtained and a waiver has been granted by the Stock Exchange for such transfer in compliance with the requirements of the Listing Rules and provided that any such transferee shall be bound by the Rules of this Scheme and all applicable Award Letters as if the transferee were the Grantee.

15.3 Any breach of Rule 15.2 shall cause the applicable outstanding Award to lapse. For this purpose, a determination by the Board to the effect that a breach of Rule 15.2 has occurred shall be final and conclusive.

Other Restrictions on Awards or Award Shares

15.4 The Scheme Administrator may, in their sole discretion, grant any Award with additional restrictions attached to the Award or Award Shares as further set out in the Award Letter, including contractually restricting the voting or transferability of the Award Shares after vesting of the Award.

16. TAXATION

16.1 All taxes (including personal income taxes, professional taxes, salary taxes and similar taxes, as applicable), duties, social security contributions, impositions, charges and other levies arising out of or in connection with the Grantee's participation in the Scheme or in relation to the H Shares, Award Shares or cash payment (the "**Taxes**") received by a Grantee shall be borne by such Grantee and neither the Company nor any designated third party shall be liable for any Taxes. Each Grantee by its acceptance of any grant of Awards agrees to and will indemnify each member of the Group, the Trustee(s) and any designated third party against any liability they may have to pay or account for such Taxes, including any withholding liability in connection with any Taxes. To give effect to this, the Company (or designated third party) may, notwithstanding anything else in these Scheme Rules (but subject to the Applicable Laws):

(a) reduce or withhold such number of the H Shares delivered upon vesting of any Awards or the cash payment to be paid to the Grantee as may be necessary to settle any Taxes (the number of H Shares that may be reduced or withheld shall be limited to the number of H Shares that have a fair market value on the date of withholding that, in the reasonable opinion of the Scheme Administrator (or the Trustee or designated third party) is sufficient to cover any such liability);

(b) sell, on the Grantee's behalf, such number of H Shares to which the Grantee becomes entitled and retain the proceeds and/or pay them to the relevant authorities or government agency;

(c) deduct or withhold, without notice to the Grantee, the amount of any such liability from any payment to the Grantee made under the Scheme or from any payments due from a member of the Group to the Grantee, including from the salary payable to the Grantee by any member of the Group; and/or

(d) require the Grantee to remit to any member of the Group, in the form of cash or a certified or bank cashier's check, an amount sufficient to satisfy any Taxes or other amounts required by any governmental authority to be withheld and paid over to such authority by any member of the Group on account of the Grantee or to otherwise make alternative arrangements satisfactory to the Company for the payment of such amounts.

The Company shall not be obliged to issue any H Shares or pay any cash payment to a Grantee unless and until the Grantee satisfies the Company (in the opinion of the Scheme Administrator) that such Grantee's obligations for Taxes under this Rule have been met.

17. CANCELLATION OF AWARDS

17.1 Any Awards granted but not vested may be cancelled by the Scheme Administrator at any time with the prior consent of the Grantee for the Awards that have already been granted under the Scheme, where as the expected Vesting Date approaches, the Company discovers that the closing price of the H Shares is below that of the Purchase Price, such that it is reasonably foreseeable that such Awards will not serve any incentivizing effect, the Company may decide to cancel such Awards.

17.2 The Scheme Administrator may in their sole discretion determine to buyout an Award from a Grantee at a price, and on such terms as, deemed fair and communicated to the Grantee, following which, the purchased Award shall be cancelled.

17.3 Issuance of new Awards to the same Grantee whose Awards have been cancelled pursuant to Rule 17.1 may only be made if there are unissued Awards available under the Scheme Mandate Limit and in compliance with the terms of the Scheme. Awards cancelled pursuant to the terms of the Scheme Rules (or the terms of any other share schemes of the Company) shall be counted as utilised for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.

18. LAPSE OF AWARDS

18.1 Without prejudice to the authority of the Scheme Administrator to provide additional situations when an Award shall lapse in the terms of any Award Letter, an Award shall lapse automatically (to the extent not already vested) on the earliest of:

(a) the expiry of any applicable vesting period;

(b) the date on which the Board makes a determination under Rule 19;

(c) the expiry of any of the periods for exercising the Award as referred to in Rule 20;

(d) the date on which the Grantee commits a breach of Rule 15.2; and

(e) the date on which the Grantee gives written notice to the Scheme Administrator that such Award is forfeited by the Grantee.

18.2 The Scheme Administrator shall have the power to decide whether an Award shall lapse and its decision shall be binding and conclusive on all parties. The Company shall not owe any liability to any Grantee for the lapse of any Award under this Rule 18.

19. CLAWBACK

19.1 In the event that:

(a) a Grantee ceases to be an Eligible Participant by reason of: (i) termination of the Grantee's employment or contractual engagement with the Group for cause or without notice; (ii) termination of the Grantee's employment or contractual engagement with the Group as a result of the Grantee having been charged, penalised or convicted of an offence involving the Grantee's integrity or honesty;

(b) in the reasonable opinion of the Scheme Administrator, a Grantee has committed a serious breach of an internal policy or code of any member of the Group or agreement with any member of the Group, including the breach of a non-compete obligation imposed on the Grantee by the Group, and such breach is considered material;

(c) in the reasonable opinion of the Scheme Administrator, a Grantee has engaged in serious misconduct or breaches the terms of this Scheme in any material respect;

(d) in the reasonable opinion of the Scheme Administrator, an Award to the Grantee will no longer be appropriate and aligned with the purpose of the Scheme; or

(e) where the Company is required to exercise a clawback in accordance with the Applicable Laws, rules and regulations and/or pursuant to a request from any regulatory authority (including without limitation the Stock Exchange),

then the Scheme Administrator may make a determination at its absolute discretion that: (A) any Awards granted but not yet vested shall immediately lapse, and (B) with respect to any H Shares delivered, or cash payment paid to the Grantee pursuant to any Awards granted under this Scheme, the Grantee shall be required to transfer back to the Company or its nominee (1) the equivalent number of H Shares, (2) an amount in cash equal to the market value of such H Shares or the cash payment , or (3) a combination of (1) and (2).

20. RETIREMENT AND OTHER EVENTS

20.1 **Retirement:**

(a) If a Grantee ceases to be an Eligible Participant by reason of the Grantee's retirement: any outstanding Awards not yet vested shall continue to vest in accordance with the Vesting Dates set out in the Award Letter, or such other period as the Scheme Administrator may determine at their sole discretion.

(b) A Grantee shall be taken to have retired on the date that the Grantee retires upon or after reaching the age of retirement specified in the Grantee's service agreement or pursuant to any retirement policy of the relevant member of the Group applicable to the Grantee from time to time or, in case there is no such terms of retirement applicable to the Grantee, with the approval of the Scheme Administrator.

20.2 **Work-related death or permanent incapacity:** If a Grantee ceases to be an Eligible Participant by reason of (i) work-related death of the Grantee; or (ii) the termination of the Grantee's employment or contractual engagement with any member of the Group by reason of the Grantee's work-related permanent physical or mental disablement:

in the case of Awards, any outstanding Awards not yet vested shall immediately vest. If any performance assessment indicators are attached to an Award, such performance assessment indicators shall no longer serve as a condition of vesting. The Company shall deliver such number of Award Shares as are equal to the vested Awards or the cash payment (hereinafter referred to as "**Benefits**") to the legal personal representatives of the Grantee or the persons charged with the duty of representing the Grantee under the relevant laws in Hong Kong or the PRC, as the case may be, as soon as practicable following the death or permanent incapacity of the Grantee or, if the Benefits would otherwise become *bona vacantia*, the Benefits shall be forfeited and cease to be transferable and such Benefits shall lapse.

20.3 **Other reasons:** unless otherwise determined by the Scheme Administrator: (i) if a Grantee ceases to be an Eligible Participant, or where the Grantee's employment or contractual engagement with the Group is terminated, for reasons other than those set out in Rule 19 or the preceding provisions of this Rule 20, including but not limited to the cases of negotiating departure, being dismissed or non-work-related death or permanent incapacity; or (ii) where the Grantee's employment or contractual engagement with the Group has been suspended, or the Grantee's position within or in relation to the Group has been vacated, for more than six (6) months:

any outstanding Awards not yet vested shall be immediately forfeited and shall lapse, unless the Scheme Administrator determines otherwise at their absolute discretion.

21. ALTERATIONS IN SHARE CAPITAL OR CORPORATE TRANSACTIONS

Alternations in Share Capital

21.1 In the event of any alteration in the capital structure of the Company by way of capitalisation of profits or reserves, rights issue, open offer, subdivision or consolidation of H Shares (other than any alteration in the capital structure of the Company as a result of an issue of H Shares as consideration in a transaction to which the Company is a party) after the Adoption Date, the Board or the Scheme Administrator shall make such corresponding adjustments, if any, in their discretion may deem appropriate to reflect such change with respect to:

(a) the number of H Shares comprising the Scheme Mandate Limit or Service Provider Sublimit, provided that in the event of any share subdivision or consolidation the Scheme Mandate Limit and Service Provider Sublimit as a percentage of the total issued H Shares of the Company at the date immediately before any consolidation or subdivision shall be the same on the date immediately after such consolidation or subdivision, rounded to the nearest whole share;

(b) the number of H Shares comprised in each Award to the extent any Award has not been sold;

(c) the Purchase Price of any Award,

or any combination thereof, as the Auditors or a financial advisor engaged by the Company for such purpose have certified in writing that such adjustments satisfy the relevant requirements of the Listing Rules and are, in their opinion, fair and reasonable either generally or as regards any particular Grantee, provided always that: (i) any such adjustments should give each Grantee the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that to which that Grantee was previously entitled prior to such adjustments; and (ii) no such adjustments shall be made which would result in a Share being issued at less than its nominal value. The capacity of the Auditors or financial advisor (as the case may be) in this Rule 21 is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees.

Corporate Transactions

21.2 If there is an event of change in control of the Company as the result of a merger, scheme of arrangement or general offer, or in the event of a dissolution or liquidation of the Company, the Scheme Administrator shall at its sole discretion determine whether the Vesting Dates of any Awards will be accelerated and/or the vesting conditions or criteria of any Awards will be amended or waived, and notify the Grantees accordingly.

21.3 For the purpose of Rule 21.2, "control" shall have the meaning as specified in The Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC from time to time.

Adjustment methods of the number of H Share(s) subject to the Awards

21.4 In the event of any alteration in the capital structure of the Company by way of capitalisation of profits or reserves, bonus issue, rights issue, share subdivision, open offer or consolidation of shares (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party) during the period from the acceptance date by the Eligible Participants to the date of the Eligible Participants' vesting of the Awards, the number of H Shares comprised in each Award to the extent of any Award(s) shall be adjusted accordingly. The adjustment methods are as follows:

(i) Capitalization of capital reserves, bonus issue or share subdivision

$Q=Q_0 \times (1+n)$

Where: Q_0 represents the number of the Awards prior to the adjustment; n represents the ratio of increase per share resulting from capitalization of capital reserves, bonus issue or share subdivision (i.e. the number of increased share(s) per share upon capitalization of capital reserves, bonus issue or share subdivision); and Q represents the number of the Awards after the adjustment.

(ii) ***Rights issue or open offer***

$$Q = Q_0 \times P_1 \times (1 + n) \div (P_1 + P_2 \times n)$$

Where: Q_0 represents the number of the Awards prior to the adjustment; P_1 represents the closing price of the Awards as at the registration date; P_2 represents the subscription price in respect of the rights issue/open offer; n represents the ratio of the right issue/open offer (i.e. the number of shares to be issued under the rights issue/open offer in proportion to the total share capital of the Company prior to the rights issue/open offer); and Q represents the number of the Awards after the adjustment.

(iii) ***Share consolidation***

$$Q = Q_0 \times n$$

Where: Q_0 represents the number of the Awards prior to the adjustment; n represents the ratio of consolidation of shares (i.e. one share of the Company shall be consolidated into n shares); and Q represents the number of the Awards after the adjustment.

(iv) ***New issue or reduction of share capital***

In the event of issue of new shares or reduction of share capital by the Company, the number of the Awards will not be adjusted.

Adjustment methods of the Purchase Price

21.5 In the event of any alteration in the capital structure of the Company by way of capitalization of profits or reserves, bonus issue, rights issue, share subdivision, open offer or consolidation of Shares (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party) during the period from the acceptance date by the Eligible Participants to the date of the Eligible Participants' vesting of the Awards, the Purchase Price of H Shares comprised in each Award to the extent of any Award(s) shall be adjusted accordingly. The adjustment methods are as follows:

(i) ***Capitalization of capital reserves, bonus issue or share subdivision***

$$P = P_0 \div (1 + n)$$

Where: P_0 represents the Purchase Price prior to the adjustment; n represents the ratio of increase per share resulting from the capitalization of capital reserves, bonus issue or share subdivision; and P represents the Purchase Price after the adjustment.

(ii) ***Rights issue or open offer***

$$P = P_0 \times (P_1 + P_2 \times n) \div [P_1 \times (1 + n)]$$

Where: P_0 represents the Purchase Price prior to the adjustment; P_1 represents the closing price of the Awards as at the record date; P_2 represents the subscription price in respect of the rights issue/open offer; n represents the ratio of the rights issue/open offer (i.e. the number of shares to be issued under the rights issue/open offer in proportion to the total share capital of the Company prior to the rights issue/open offer); and P represents the Purchase Price after the adjustment.

(iii) ***Share consolidation***

$$P = P_0 \div n$$

Where: P_0 represents the Purchase Price prior to the adjustment; n represents the ratio of share consolidation; and P represents the Purchase Price after the adjustment.

(iv) ***New issue or reduction of share capital***

In the event of issue of new shares or reduction of share capital by the Company, the Purchase Price of the Awards will not be adjusted.

22. AMENDMENT OF THE SCHEME OR AWARDS

22.1 Subject to the provisions of this Rule 22, the Scheme Administrator may amend any of the provisions of this Scheme or any Awards granted under this Scheme at any time and in any respect, provided that the terms of this Scheme or Awards so altered must comply with the relevant requirements of Chapter 17 of the Listing Rules.

22.2 The consent of the relevant Grantee is required for any change to the provisions of this Scheme or any Awards granted under this Scheme to the extent that such amendment or alteration has a material adverse effect on any subsisting rights of that Grantee at that date in respect of Awards already granted to that Grantee and to the extent that such Awards have not vested or lapsed or been forfeited, *provided that* no such consent shall be required if the Scheme Administrator determines in its sole discretion that such amendment or alteration either:

(a) is necessary or advisable in order for the Company, this Scheme or the Award to satisfy any Applicable Laws or Listing Rules or to meet the requirements of, or avoid adverse consequences under, any accounting standard; or

(b) is not reasonably likely to diminish materially the benefits provided under such Award, or that any such diminishment has been adequately compensated.

22.3 The approval of the Shareholders in general meeting is required for:

(a) any amendment or alteration to the terms of this Scheme which are of a material nature or to those provisions of this Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules, to the extent that such alteration or amendment operates to the advantage of Eligible Participants; and

(b) any change to the authority of the Board or the Scheme Administrator, including under this Rule 22, to alter the terms of this Scheme shall be subject to the approval of the Shareholders in general meeting.

22.4 Any amendment or alteration to the terms of any Award the grant of which was subject to the approval of a particular body (such as the Board or any committee thereof, the independent non-executive Directors, or the Shareholders in general meeting) shall be subject to approval by that same body, *except where* the relevant alteration takes effect automatically under existing terms of this Scheme.

23. SCHEME LIFE AND TERMINATION

23.1 Subject to Rule 23.2, the Scheme shall be valid and effective for the Scheme Period.

23.2 The Scheme shall terminate on the earlier of:

(a) the expiry of the Scheme Period; and

(b) such date of early termination as determined by the Board,

following which no further Awards will be offered or granted under this Scheme, *provided that* notwithstanding such termination, the Scheme and the Scheme Rules shall continue to be valid and effective to the extent necessary to give effect to the vesting of any Awards granted prior to the termination of the Scheme and such termination shall not affect any subsisting rights already granted to any Grantee hereunder.

23.3 Awards complying with the provisions of Chapter 17 of the Listing Rules which are granted during the life of the Scheme and remaining outstanding immediately prior to the termination of the operation of the Scheme in accordance with Rule 23.2 shall continue to be valid and shall continue to vest and/or be settled in accordance with their terms of issue after the termination of the Scheme.

24. MISCELLANEOUS

Governing Law and Third Party Rights

24.1 The Scheme Rules and all Awards granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.

24.2 The Scheme shall operate subject to the Articles of Association and to any restrictions under any Applicable Laws, rules and regulations (including the Listing Rules). All allotments and issuances of H Shares pursuant to this Scheme will be subject to all necessary consents under any relevant legislation and Listing Rules for the time being in force in Hong Kong and in the Company's place of incorporation or domicile.

24.3 Save as otherwise expressly provided in the Scheme Rules, no third party (which for the purposes of this Rule 24.3 means any person other than the Company and Grantees) shall have the right to enforce any of the terms of the Scheme or the Scheme Rules or otherwise enjoy any benefits under the Scheme pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) or otherwise. Alteration of the Scheme, the Scheme Rules, Awards, or Award Letter may be effected in accordance with Rule 22 without requiring the consent of any third party.

No Rights or Liability to Grantee

24.4 This Scheme shall not form part of any contract of employment or other contract between the Company or any Subsidiary and any Eligible Participant or Grantee, and the rights and obligations of any Eligible Participant or Grantee under the terms of the Grantee's office or employment or engagement shall not be affected by the Grantee's participation in this Scheme or any right which the Grantee may have to participate in it, and this Scheme shall afford such Eligible Participant or Grantee no additional rights to compensation or damages in consequence of the termination of such office or employment or engagement for any reason.

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

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

24.7 In the event that an Award lapses or is forfeited in accordance with the Scheme Rules, no Grantee shall be entitled to any compensation for any loss or any right or benefit or prospective right or benefit under the Scheme which the Grantee might otherwise have enjoyed.

24.8 A Grantee shall be responsible for obtaining any governmental or other official consent or approval that may be required by any country or jurisdiction in order to permit the grant, holding or vesting of any Award. By accepting an offer of the grant of an Award or vesting an Award, the Grantee thereof is deemed to have represented to the Company that the Grantee has obtained all such consents and approvals. Compliance with this Rule shall be a condition precedent to an acceptance and vesting of an Award by a Grantee. Each Grantee, by their acceptance of any Award, shall thereby agree to indemnify each member of the Group fully against all claims, demands, liabilities, actions, proceedings, fees, costs and expenses which they may suffer or incur (whether alone or jointly with other 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. No member of the Group shall be responsible for any failure by a Grantee to obtain any such consent or approval or for any tax or other liability to which a Grantee may become subject as a result of the Grantee's participation in the Scheme.

Severability

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

Personal Data

24.10 By accepting an Award and participating in the Scheme, each Grantee consents to the holding, processing, storage and use of personal data or information concerning the Grantee by any member of the Group or other third party service provider, in Hong Kong or elsewhere, for the purpose of the administration, management or operation of the Scheme. Such consent permits, but is not limited to, the following:

(a) the administration and maintenance of records of the Grantee;

(b) the provision of data or information to without limitation members of the Group, Trustee(s), registrars, brokers or third party administrators or managers of the Scheme, in Hong Kong or elsewhere;

(c) the provision of data or information to future purchasers or merger partners of the Company or any other member of the Group, the Grantee's employing company, or the business in which the Grantee works;

(d) the transfer of data or information about the Grantee to a country or territory outside China, Hong Kong or the Grantee's home country which may not provide the same statutory protection for the information about the Grantee as in China, Hong Kong or the Grantee's home country; and

(e) in the case where an announcement or other disclosure document is required to be made pursuant to the Listing Rules in connection with this Scheme (including but not limited the adoption of this Scheme and grant of an Award), the disclosure of the identity of such Grantee, the number of Award Shares and the terms of the Award granted and/or to be granted and all other information as required under the Listing Rules.

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

25. NOTICES

25.1 Any notice or other communication between the Company and any Eligible Participant or Grantee may be given by sending the same by prepaid post or by personal delivery to:

(a) in the case of the Company, its principal place of business in Hong Kong or such other address as notified to the Eligible Participant or Grantee from time to time; and

(b) in the case of an Eligible Participant or Grantee, their address as notified to the Company from time to time or by hand delivery.

In addition, any notice or other communication from the Company to any Eligible Participant or Grantee may be given by any electronic means, as the Scheme Administrator considers appropriate.

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