

WYNN MACAU, LIMITED
(incorporated in the Cayman Islands with limited liability)

**RULES RELATING TO THE
WYNN MACAU, LIMITED
SHARE OPTION SCHEME**

Adopted by ordinary resolution passed on [25 May] 2023

CONTENT

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION	3
2. PURPOSE, DURATION AND ADMINISTRATION	7
3. GRANT OF OPTIONS.....	8
4. SUBSCRIPTION PRICE	11
5. EXERCISE OF OPTIONS	12
6. LAPSE OF OPTION	15
7. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION.....	16
8. REORGANISATION OF CAPITAL STRUCTURE	17
9. SHARE CAPITAL.....	18
10. DISPUTES	18
11. ALTERATION OF THE SCHEME	18
12. CANCELLATION	19
13. TERMINATION.....	19
14. MISCELLANEOUS.....	19

1. DEFINITIONS AND INTERPRETATION

1.1 In the Scheme, unless the context otherwise requires, the following expressions have the following meanings:

“1% Individual Limit”	shall have the meaning ascribed to it in Paragraph 7.5;
“Adoption Date”	[25 May] 2023, the date on which the Scheme was conditionally adopted by an ordinary resolution of the Shareholders;
“associate(s)”	shall have the meaning ascribed to it under the Listing Rules;
“Auditors”	the auditors of the Company for the time being;
“Board”	the board of directors of the Company for the time being or a duly authorised committee thereof;
“Business Day”	any day (excluding a Saturday and Sunday) on which banks are generally open for business in Hong Kong;
“Company”	Wynn Macau, Limited, a company incorporated on 4 September 2009 as an exempted company with limited liability under the laws of the Cayman Islands;
“Companies Law”	the Companies Law (chapter 22 of the Laws of the Cayman Islands);
“connected person”	shall have the meaning ascribed to it under the Listing Rules;
“Date of Grant”	in respect of an Option, the Business Day on which the Board resolves to make an Offer to an Eligible Participant, whether or not the Offer is subject to Shareholders’ approval on the terms of the Scheme;
“Director(s)”	the directors of the Company for the time being;
“Eligible Participant(s)”	includes Employee Participants, Related Entity Participants and Service Providers;

17.03(2)

“Employee Participant(s)”	any employees of the Group, Directors or other directors of a Subsidiary, and persons who are expected to become employees of the Group, Directors or other directors of a Subsidiary as an inducement to enter into employment or service contracts but effective no earlier than the date on which such individual begins to provide services to the Group;	17.03A(1)
“Grantee”	any Eligible Participant who accepts an Offer in accordance with the terms of the Scheme or (where the context so permits) a person entitled to any such Option in consequence of the death of the original Grantee or the legal personal representative of such person;	
“Group”	the Company and its Subsidiaries;	
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;	
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;	
“Offer”	the offer of the grant of an Option made in accordance with Paragraph 3;	
“Option”	an option to subscribe for Shares pursuant to the Scheme and for the time being subsisting;	
“Option Period”	in respect of any particular Option, the period to be determined and notified by the Board to the Grantee at the time of making an Offer which shall not expire later than 10 years from the Date of Grant;	17.03(5)
“Related Entity Participant(s)”	any employees or directors of the holding companies, fellow subsidiaries or associated companies of the Company;	17.03(2) 17.03A(1)
“Scheme”	this share option scheme in its present form or as amended from time to time in accordance with the provisions hereof;	
“Scheme Mandate Limit”	shall have the meaning ascribed to it in Paragraph 7.1;	

“Service Provider”	any person (natural person or corporate entity) who provides services to any member of the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of the Group, taking into account the length and nature of the services provided or which are expected to be provided, the terms of engagements (including the hours, places and mode of services), and the business segments and focuses of the Group from time to time, which shall be the Group’s contractor, supplier, agent, consultant or adviser who (i) provides consultancy services, sales and marketing services, technology services and administrative services to the Group where the continuity and frequency of their services are akin to those of employees; or (ii) provides services to the various gaming and non-gaming projects of the Group, but exclude any placing agent or financial advisers providing advisory services for fundraising, mergers or acquisitions, and other professional services providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity;
“Service Provider Sublimit”	shall have the meaning set out in Paragraph 7.2;
“Shareholder(s)”	holder(s) of the Shares;
“Shares”	ordinary shares of HK\$0.001 each in the share capital of the Company, or, if there has been a sub-division, reduction, consolidation, reclassification or reconstruction of the share capital of the Company, the shares forming part of the ordinary equity share capital of the Company or such nominal amount as shall result from any such sub-division, reduction, consideration, reclassification or reconstruction;
“Share Scheme(s)”	share option schemes and/or share award schemes involving issuance of new Shares adopted and to be adopted by the Company from time to time;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subscription Price”	the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option pursuant to Paragraph 4;

“Subsidiary”	a company which is for the time being and from time to time a subsidiary (within the meaning of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), of the Company, whether incorporated in Hong Kong or elsewhere and “Subsidiaries” shall be construed accordingly;
“substantial shareholder”	shall have the meaning as defined in the Listing Rules;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Vesting Date”	in relation to any Grantee, the earliest date on which the Option (or a tranche thereof) granted to him/her may be exercised by such Grantee, pursuant to which Share (or separate tranches of Shares) may be subscribed for pursuant to the terms of such Options; and
“Vesting Period”	in relation to any Grantee, the period commencing on the date on which the Grantee accepts the Option granted to him/her and ending on the Vesting Date (both dates inclusive).

- 1.2 Paragraph headings are inserted for convenience of reference only and shall be ignored in the interpretation of the Scheme. References herein to “Paragraphs” are to paragraphs of the Scheme. Words importing the singular include the plural and vice versa, words importing a gender or the neuter include both genders and the neuter references to persons include bodies corporate or unincorporate.
- 1.3 References in the Scheme to any document are to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- 1.4 References (express or implied) in the Scheme to ordinances and to statutory and regulatory provisions and the Listing Rules shall be construed as references to those ordinances or statutory and regulatory provisions and the Listing Rules as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which there are re-enactments (whether with or without modification) and any orders, regulations, instruments, other subordinate legislation or practice notes under the relevant ordinance, statutory or regulatory provision or the Listing Rules.

1.5 In construing the Scheme:

- (a) the rule known as the ejusdem generis rule shall not apply and, accordingly, general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
- (b) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2. PURPOSE, DURATION AND ADMINISTRATION

2.1 The purposes of the Scheme are

17.03(1)

- (a) to align the interests of the Eligible Participants with those of the Company and the Shareholders as a whole;
- (b) to motivate and attract the Eligible Participants to enhance the value of the Company and its Shares for the benefits of the Company and the Eligible Participants; and
- (c) to recognize and encourage Eligible Participants to make contributions the long-term growth and profits of the Group.

2.2 The Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to the Scheme or its interpretation or effect shall (save as otherwise provided herein) be final and binding on all parties. The Board shall have the right to (a) interpret and construe the provisions of the Scheme; (b) determine the persons (if any) who shall be offered Options under the Scheme, and the number of Shares and Subscription Price, subject to Paragraph 4; (c) subject to Paragraph 11, make such adjustments to the terms of the Options granted under the Scheme to the relevant Grantee as the Board deems necessary, and shall notify the relevant Grantee of such adjustment by written notice; and (d) make such other decisions or determinations as it shall deem appropriate in relation to the Offers and/or the administration of the Scheme provided that the same are not inconsistent with the provisions of the Scheme and the Listing Rules.

2.3 The Scheme shall take effect subject to:

- (a) the passing of the resolution by the Shareholders to (1) approve the adoption of the Scheme; and (2) authorise the Board to grant options thereunder and to allot and issue shares pursuant to the Scheme; and

(b) the Listing Committee (as defined in the Listing Rules) of the Stock Exchange granting the approval of the listing of, and permission to deal in, the Shares which fall to be issued pursuant to the exercise of any Options (subject to the Scheme Mandate Limit).

2.4 If any of the conditions in Paragraph 2.3 above is not satisfied on or before the date following 30 days after the Adoption Date, the Scheme shall terminate immediately, and any Option granted or agreed to be granted pursuant to the Scheme shall be of no effect and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the Scheme.

2.5 Subject to Paragraphs 2.3, 2.4 and 13, the Scheme shall be valid and effective for a period of 10 years commencing on the Adoption Date, after which period no further Options shall be offered or granted but the provisions of the Scheme shall remain in full force and effect in all other respects. Options granted during the life of the Scheme shall continue to be exercisable in accordance with their terms of grant after the end of the ten-year period. 17.03(11)

3. GRANT OF OPTIONS

3.1 On and subject to the terms of the Scheme and the Listing Rules, the Board shall be entitled at any time within 10 years after the Adoption Date to make an Offer to any Eligible Participant as the Board may in its absolute discretion select to take up an Option pursuant to which such Eligible Participant may, during the Option Period, subscribe for such number of Shares as the Board may determine at the Subscription Price. The Offer shall specify the terms on which the Option is to be granted. Such terms may at the discretion of the Board, include, among other things, (i) the minimum period for which an Option must be held before it can be exercised; (ii) the clawback mechanism for the Company to recover or withhold the Options granted to any Eligible Participant; and (iii) any other terms, all of which may be imposed (or not imposed) either on a case- by-case basis or generally. 17.03(19)

3.2 The eligibility of the Eligible Participants to the grant of Options shall be determined by the Board according to the following considerations by category: 17.03(2)

(a) the eligibility of any of the Employee Participants to the grant of Options shall be determined by the Board from time to time on the basis of the Board's opinion as to the present and expected contribution of the relevant Grantee to the development and growth of the Group;

(b) the eligibility of any of the Related Entity Participants to the grant of Options shall be determined by the Board from time to time on the basis of the Board's opinion as to their participation and contribution to the development of the Group and/or the extent of benefits and synergies brought to the Group; and

(c) the eligibility of any of the Service Providers to the grant of Options shall be determined by the Board from time to time on a case-by-case basis of the Board's opinion as to the present and expected contribution of the relevant Grantee to the development and growth of the Group, the actual or expected increase in the Group's revenue or profits which is attributable to the relevant Grantee, the length, materiality and nature of business relationship with the Group, the performance and quality of the services provided to and/or cooperation with the Group. In assessing whether the Service Provider provides services to the Group on a continuing and recurring basis, the Board shall take into account the length and nature of the services provided or which are expected to be provided, the terms of engagements (including the hours, places and mode of services), and the business segments and focuses of the Group from time to time. In assessing whether the Service Provider provides services to the Group in the Company's ordinary and usual course of business, the Board shall take into account the nature of the services provided to the Group by the Service Provider, and whether such services form part of or are directly ancillary to the businesses conducted by the Group, as disclosed in the Company's financial reports.

3.3 Unless otherwise determined by the Board and specified in the Offer letter at the time of making an Offer, there is no performance target that needs to be achieved by the Grantee before an Option can be exercised in whole or in part. 17.03(7)

3.4 The vesting period for any Option granted to any Grantee (the "**Vesting Period**") shall not be less than 12 months from the date of grant of such Option, unless a shorter Vesting Period under specific circumstances as set out in the Scheme. 17.03(6)

3.5 The Board may determine a shorter Vesting Period on Options granted to any Employee Participants if the Board and/or the remuneration committee as deemed appropriate, including where: 17.03F

- (a) grants of "make-whole" Options to the Employee Participants who newly joined the Group to replace the share options they forfeited when leaving the previous employers;
- (b) grants to an Employee Participant whose employment is terminated due to disability or occurrence of any out of control event;
- (c) grants that are made in batches during a year for administrative and compliance reasons, which may include Options that should have been granted earlier but had to wait for a subsequent batch, in such cases, the Vesting Date may be adjusted to take account of the time from which the Options would have been granted if not for such administrative or compliance requirements;
- (d) grants of Options with a mixed or accelerated vesting schedule such that the Options may vest evenly over a period of 12 months; and

(e) grants of Options with a total vesting and holding period of more than 12 months.

3.6 An Offer shall be made to an Eligible Participant by letter in such form as the Board may from time to time determine requiring the Eligible Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of the Scheme and shall remain open for acceptance by the Eligible Participant concerned for a period of 28 days from the Date of Grant provided that no such Offer shall be open for acceptance after the expiry of the Option Period or after the Scheme has been terminated in accordance with the terms hereof or after the Eligible Participant for whom the Offer is made has ceased to be an Eligible Participant.

3.7 No Offer shall be made to, nor shall any Offer be capable of acceptance by, any Eligible Participant at a time when the Eligible Participant would or might be prohibited from dealing in the Shares by the Listing Rules or by any other applicable rules, regulations or law.

3.8 An Offer is deemed to be accepted when the Company receives from the Grantee the Offer letter signed by the Grantee specifying the number of Shares in respect of which the Offer is accepted and a remittance to the Company of HK\$1.00 as consideration for the grant of Option. Such remittance is not refundable in any circumstances. 17.03(8)

3.9 Any Offer may be accepted in respect of less than the number of Shares in respect of which it is offered provided that it is accepted in respect of a whole board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof. To the extent that the Offer is not accepted within 28 days from the date on which the letter containing the Offer is delivered to that Eligible Participant in the manner indicated in Paragraph 3.6, it shall be deemed to have been irrevocably declined.

3.10 A grant of Options may not be made after inside information has come to its knowledge until and including the trading day after it has announced that information. In particular, the Company may not grant any Options during the period commencing one month immediately preceding the earlier of: 17.05

(a) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and

(b) the deadline for the Company to issue 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. No Option may be granted during any period of delay in publishing a results announcement.

3.11 Where any Option is proposed to be granted to a Director or director of any members of the Group, it shall not be granted on any day on which the financial results of the Company are published and:

- (a) during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (b) during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

3.12 Any grant of Options to any Director, chief executive or substantial shareholder (as such term is defined in the Listing Rules) of the Company, or any of their respective associates under the Scheme shall be subject to the prior approval of the independent non-executive Directors (excluding independent non-executive Directors who are the proposed Grantees of the Options in question). 17.04(1)

3.13 Where any grant of Options to any independent non-executive Director or a substantial shareholder of the Company, or any of their respective associates which would result in the Shares issued and to be issued in respect of all Options and awards granted (excluding options and awards that have been lapsed in accordance with the Scheme or any other Share Scheme(s)) to such person in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the Shares in issue, such grant of Options must be approved by Shareholders in general meeting (with such Grantee, his/her associates and all core connected persons of the Company abstaining from voting in favour at such general meeting). 17.04(3)
17.04(4)

4. SUBSCRIPTION PRICE

The Subscription Price shall be determined by the Board in its absolute discretion but in any event shall not be less than the higher of:- 17.03(9)
17.03E

- (i) the closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange on the Date of Grant which must be a Business Day;
- (ii) the average closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five Business Days immediately preceding the Date of Grant; and
- (iii) the nominal value of the Shares.

5. EXERCISE OF OPTIONS

- 5.1 An Option shall be personal to the Grantee and shall not be assignable or transferable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to any Option. Any breach of the foregoing by the Grantee shall entitle the Company to cancel any outstanding Option or any part thereof granted to such Grantee to the extent not already exercised without incurring any liability on the part of the Company. 17.03(17)
- 5.2 An Option may, subject to the provisions of Paragraph 8, be exercised in whole or in part (but if in part only, in respect of a board lot in which the Shares are traded on the Stock Exchange from time to time or an integral multiple thereof) in the manner set out in Paragraph 5.3 by the Grantee (or, as the case may be, his legal personal representative(s)) by giving notice in writing to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the Subscription Price multiplied by the number of Shares in respect of which the notice is given or an authorization for the Company to deduct from the sale proceeds. Within 28 days after receipt of the notice and the remittance of the full amount of the relevant aggregate Subscription Price or deduction from the sale proceeds by the Company and, where appropriate, receipt of the Auditors' certificate or the certificate from the independent financial adviser to the Company pursuant to Paragraph 8, the Company shall accordingly allot and issue the relevant number of Shares to the Grantee (or, as the case may be, his legal personal representative(s)) credited as fully paid and issue to the Grantee (or, as the case may be, his legal personal representative(s)) share certificates in respect of the Shares so allotted.
- 5.3 Subject to any restrictions applicable under the Listing Rules and notwithstanding the terms of grant thereof, an Option may be exercised by the Grantee at any time during the Option Period, provided that:-
- (a) in the event of the Grantee ceasing to be an Eligible Participant by reason of his death before exercising his Option in full and none of the events which would be a ground for termination of his employment as specified in Paragraph 6(f) having arisen, his legal personal representative(s) may exercise the Option up to the Grantee's entitlement as at the date of death (to the extent not already exercised) within the period of 12 months following his death provided that where any of the events set out in Paragraph (e), (f), (g) and (h) occurs prior to his death or within such period of 6 months following his death, then his personal representative(s) may so exercise the Option only within such of the various periods respectively set out in such Paragraphs provided further that if within a period of 3 years prior to the Grantee's death, the Grantee had committed any of the acts specified in Paragraph 6(f) which would have entitled the Company to terminate his employment prior to his death, the Board may at any time forthwith terminate the Option (to the extent not already exercised) by written notice to the Grantee's legal personal

representative(s) and/or to the extent the Option has been exercised in whole or in part by his legal personal representative(s), but Shares have not been allotted, he shall be deemed not to have so exercised such Option and the Company shall return to him the amount of the Subscription Price for the Shares received by the Company in respect of the purported exercise of such Option;

- (b) in the event of a Grantee who is an employee or a director of the Company or another member of the Group ceasing to be an Eligible Participant for any reason other than his death or the termination of his employment or directorship on one or more of the grounds specified in Paragraph 6(f), the Option (to the extent not already exercised) shall lapse on the date of cessation or termination of such employment (which date shall be the Grantee's last actual working day with the Company or the relevant Subsidiary whether salary is paid in lieu of notice or not) and shall on that day cease to be exercisable;
- (c) in the event of a Grantee who is not an employee or a director of the Company or another member of the Group ceasing to be an Eligible Participant as and when determined by the Board by resolution for any reason other than his death the Board may by written notice to such Grantee within one month from the date of such cessation determine the period within which the Option (or such remaining part thereof) shall be exercisable following the date of such cessation.
- (d) in the event of the Grantee ceasing to be an Eligible Participant by reason of the termination of his employment or directorship on one or more of the grounds specified in Paragraph 6(f), his Option shall lapse automatically (to the extent not already exercised) and shall not be exercisable on or after the date of termination of his employment and to the extent the Grantee has exercised the Option in whole or in part pursuant to Paragraph 5.2, but Shares have not been allotted to him, the Grantee shall be deemed not to have so exercised such Option and the Company shall return to the Grantee the amount of the Subscription Price for the Shares received by the Company in respect of the purported exercise of such Option;
- (e) if a general offer by way of takeover or otherwise (other than by way of scheme of arrangement pursuant to Paragraph (f) below) is made to all the holders of Shares (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, the Company shall forthwith give notice thereof to the Grantee and the Grantee (or his legal personal representative) shall be entitled to exercise the Option in full (to the extent not already exercised) or to the extent as notified by the Company at any time within such period as shall be notified by the Company;

17.03(12)

- (f) if a general offer for Shares by way of scheme of arrangement is made to all the holders of Shares and has been approved by the necessary number of holders of Shares at the requisite meetings, the Company shall forthwith give notice thereof to the Grantee and the Grantee (or his legal personal representative) may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or to the extent specified in such notice;
- (g) in the event a notice is given by the Company to its Shareholders to convene a Shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall forthwith give notice thereof to the Grantee and the Grantee (or his legal personal representative) may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or to the extent specified in such notice, and the Company shall as soon as possible and in any event no later than three days prior to the date of the proposed Shareholders' meeting, allot, issue and register in the name of the Grantee such number of fully paid Shares which fall to be issued on exercise of such Option; and
- (h) in the event of a compromise or arrangement, other than a scheme of arrangement contemplated in Paragraph (f) above, between the Company and its members or creditors is proposed in connection with a scheme for the reconstruction or amalgamation of the Company, the Company shall give notice thereof to all Grantees on the same day as it gives notice of the meeting to its members or creditors to consider such compromise or arrangement and the Grantee (or his legal personal representative) may at any time thereafter but before such time as shall be notified by the Company exercise the Option either to its full extent or to the extent notified by the Company, and the Company shall as soon as possible and in any event no later than three days prior to the date of the proposed meeting, allot, issue and register in the name of the Grantee such number of fully paid Shares which fall to be issued on exercise of such Option.

5.4 The Shares to be allotted upon the exercise of an Option shall be subject to all the provisions of the memorandum of association and articles of the Company for the time being in force and shall rank *pari passu* in all respects with the existing fully paid Shares in issue on the date on which those Shares are allotted on exercise of the Option and accordingly shall entitle the holders to participate in all dividends or other distributions paid or made after the date on which Shares are allotted other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date thereof shall be on or before the date on which the Shares are allotted.

17.03(15)

5.5 Any Options granted but not exercised may be cancelled if the Grantee so agrees and new Options may be granted to the Grantee provided that such new Options fall within the limits prescribed by Paragraph 7, excluding the cancelled Options, and are otherwise granted in accordance with the terms of the Scheme.

6. LAPSE OF OPTION

An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:- 17.03(12)

- (a) the expiry of the Option Period (subject to the provisions of the Scheme);
- (b) the expiry of the periods referred to in Paragraph 5.3;
- (c) the expiry of the period referred to in Paragraph 5.3(e) provided that if any court of competent jurisdiction makes an order the effect of which is to prohibit the offeror from acquiring the remaining Shares in the Offer, the relevant period within which Options may be exercised shall not begin to run until the discharge of the order in question or unless the Offer lapses or is withdrawn before that date;
- (d) subject to the scheme of arrangement (referred to in Paragraph 5.3(f)) becoming effective, the expiry of the period for exercising the Option as referred to in Paragraph 5.3(f);
- (e) the date of the commencement of the winding-up of the Company;
- (f) the date on which the Grantee (if an employee or director of the Company or another member of the Group) ceases to be an Eligible Participant by reason of the termination of his employment or directorship on the grounds that he has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his debts or has committed any act of bankruptcy or has become insolvent or has made any arrangements or compromise with his creditors generally, or has been convicted of any criminal offence involving his integrity or honesty or on any other grounds on which an employer would be entitled to terminate his employment summarily. A resolution of the Board or the board of directors of the relevant Subsidiary to the effect that the employment of a Grantee has or has not been terminated on one or more of the grounds specified in this Paragraph (f) shall be conclusive and binding on the Grantee, and where appropriate, his legal representative(s);
- (g) the date on which the Grantee commits a breach of Paragraph 5.1; and
- (h) subject to Paragraph 5.3(b), the date the Grantee ceases to be an Eligible Participant for any other reason.

7. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION

- 7.1 Without prejudice to Paragraphs 7.3 and 7.4, the total number of Shares which may be issued in respect of all Options to be granted to the Grantees under the Scheme and all options and awards to be granted under any other Share Scheme(s) shall not exceed 523,843,160 of the Shares in issue (the “**Scheme Mandate Limit**”), representing 10% of the issued Shares at the date of approval of the Scheme. 17.03(3)
17.03B(1)
- 7.2 Without prejudice to Paragraphs 7.3 and 7.4 and within the Scheme Mandate Limit, the total number of Shares which may be issued in respect of all Options to be granted to the Service Providers under the Scheme and all options and awards to be granted under any other Share Scheme(s) shall not exceed 2% of the Scheme Mandate Limit (the “**Service Provider Sublimit**”), being 10,476,863 Shares, representing 0.2% of the issued Shares at the date of approval of the Scheme. 17.03(3)
17.03B(2)
- 7.3 The Scheme Mandate Limit and Service Provider Sublimit may be refreshed at any time subject to prior Shareholders’ approval after three years from the date of the Shareholders’ approval for the last refreshment or the Adoption Date. Any “refreshment” within any three-year period must be approved by Shareholders in a manner compliant with Chapter 17 of the Listing Rules in force from time to time. The Scheme Mandate Limit so refreshed shall not exceed 10% of the Shares in issue as at the date of the Shareholders’ approval of the refreshing of the Scheme Mandate Limit. 17.03C
(1)(2)
- 7.4 Notwithstanding the foregoing, the Company may grant Options beyond the Scheme Mandate Limit and/or Service Provider Sublimit to Eligible Participants if:- 17.03C(3)
- (a) separate Shareholders’ approval has been obtained for granting Options beyond the Scheme Mandate Limit and/or Service Provider Sublimit to Eligible Participants specifically identified by the Company before such Shareholders’ approval is sought; and
 - (b) the Company, in connection with the seeking of such separate Shareholders’ approval, has first sent a circular to Shareholders containing such information as may be required by the Listing Rules then prevailing to be included in such circular. The number and terms of Options to be granted to such Eligible Participants must be fixed before Shareholders’ approval.
- 7.5 Subject to Paragraphs 3.13 and 7.6, the total number of Shares issued and to be issued in respect of all Options and awards granted to each Grantee under the Scheme and any other Share Scheme(s) (excluding options and awards that have been lapsed in accordance with the Scheme and any other Share Scheme(s)) in any 12-month period up to and including the date of such grant shall not in aggregate exceed 1% of the Shares in issue at the Date of Grant (the “**1% Individual Limit**”). 17.03(4)
17.03D(1)

7.6 Where any grant of Options to an Eligible Participant would result in the Shares issued and to be issued in respect of all Options and awards granted to such person (excluding options and awards that have been lapsed in accordance with the Share Schemes) in the 12-month period up to and including the date of such grant representing in aggregate over 1% of the Shares in issue, such grant must be separately approved by Shareholders in general meeting with such Eligible Participant and his associates abstaining from voting. The Company must send a circular to the Shareholders disclosing the identity of the Eligible Participant in question, the number and terms of the Options or awards to be granted (and those previously granted to such Eligible Participant in the 12-month period), the purpose of granting Options or awards to the Eligible Participant and an explanation as to how the terms of the Options or awards serve such purpose pursuant to the Listing Rules. The number and terms of the Options or awards to be granted to such Eligible Participant must be fixed before Shareholders' approval.

8. REORGANISATION OF CAPITAL STRUCTURE

8.1 In the event of any alteration to the capital structure of the Company whilst any Option remains exercisable, arising from capitalisation of profits or reserves, rights issue, consolidation, subdivision or reduction of the share capital of the Company in accordance with legal requirements and requirements of the Stock Exchange, 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, such corresponding alterations (if any) shall be made in:-

17.03(13)

- (a) the number or nominal amount of Shares subject to the Option so far as unexercised;
- (b) the Subscription Price for the Shares subject to the Option so far as unexercised;
- (c) the Shares to which the Option relates; and
- (d) the method of exercise of the Option,

or any combination thereof as the Auditors or the independent financial adviser to the Company shall at the request of the Company certify in writing to the Board either generally or as regards any particular Grantee that the adjustments are in their opinion fair and reasonable provided that any such adjustments give a Grantee the same proportion of equity capital of the Company as to which that Grantee was previously entitled but no such alterations shall be made the effect of which would be to enable a Share to be issued at less than its nominal value. The capacity of the Auditors or the independent financial adviser to the Company in this Paragraph is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees.

8.2 If there has been any alteration in the capital structure of the Company as referred to in Paragraph 8.1, the Company shall within 28 days after receipt of the Auditors' certificate or the certificate of the independent financial adviser to the Company as referred to in Paragraph 8.1, inform each Grantee of such alteration and of any adjustment to be made in accordance with the Auditors' certificate or the certificate of the independent financial adviser to the Company obtained by the Company for such purposes.

9. SHARE CAPITAL

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

9.2 The Options do not carry any right to vote in general meeting of the Company, or any right, dividend, transfer or any other rights, including those arising on the liquidation of the Company. 17.03(10)

10. DISPUTES

Any dispute arising in connection with the Scheme (whether as to the number of Shares, the subject of an Option, the amount of the Subscription Price or otherwise) shall be referred to the decision of the Auditors or the independent financial adviser to the Company who shall act as experts and not as arbitrators and whose decision shall, in the absence of manifest error, be final and binding on the Company and the Grantees. The costs of the Auditors or the independent financial adviser to the Company shall be shared equally between the Company and the relevant Grantee.

11. ALTERATION OF THE SCHEME

11.1 Subject to the Scheme Mandate Limit, the Scheme may be altered in any respect by a resolution of the Board provided that no such alteration shall operate to affect adversely any subsisting rights of any Grantee unless otherwise provided for in the Scheme. 17.03(18)

11.2 For the avoidance of doubt, the change in the subsisting rights of a Grantee in Paragraph 11.1 refers solely to any change in the rights in respect of the Options already granted to a Grantee.

11.3 Any alternations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Eligible Participants must be approved by the Shareholders in general meeting. Any changes to the authority of the Directors in relation to any alteration of the terms of the Scheme shall not be made, in either case, without the prior approval of Shareholders in general meeting. Any alterations to the terms and conditions of the Scheme which are of a material nature, must also, to be effective, be approved by the Shareholders in general meeting. Any change to the terms of Options granted to an Eligible Participant must be approved by the Board, the remuneration committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Options was approved by the Board, the remuneration committee, the independent non-executive Directors and/or the Shareholders (as the case may be), except where the alterations take effect automatically under the existing terms of the Scheme.

11.4 The amended terms of the Scheme or the Options must comply with Chapter 17 of the Listing Rules in force from time to time.

12. CANCELLATION

12.1 Any Options granted but not exercised may be cancelled if the Eligible Participant so agrees. 17.03(14)

12.2 Options cancelled in accordance with the terms of the Scheme and (as the case may be) such other Share Scheme(s) will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit. Options lapsed in accordance with the terms of the Scheme and (as the case may be) such other Share Scheme(s) will not be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit. 17.03(14)
17.03B(2)

13. TERMINATION

The Company by ordinary resolution in general meeting or the Board may at any time terminate the operation of the Scheme and in such event no further Options will be offered or granted but in all other respects the provisions of the Scheme shall remain in full force and effect in respect of options which are granted during the life of the Scheme and which remain unexpired immediately prior to the termination of the operation of the Scheme. 17.03(16)

14. MISCELLANEOUS

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

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

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

14.4 Any notice or other communication served by post:-

- (a) by the Company shall be deemed to have been served 24 hours after the same was put in the post; and
- (b) by the Grantee shall not be deemed to have been received until the same shall have been received by the Company.

Any notice or other communication served by either party by hand shall be deemed to be served when delivered.

14.5 A Grantee shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction in order to permit the grant or exercise of his Option. A Grantee shall pay all tax and discharge all other liabilities to which he may become subject to as a result of the participation in the Scheme or the exercise of any Option. The Company shall not be responsible for any failure by a Grantee to obtain any such consent or for any tax or other liability to which a Grantee may become subject as a result of his participation in the Scheme. A Grantee shall, on demand, indemnify the Company fully against all claims and demands which may be made against the Company (whether alone or jointly with other party or parties) for or in respect of or in connection with any failure on the part of the Grantee to obtain any necessary consent referred to hereinabove or to pay tax or other liabilities referred to hereinabove and against all incidental costs and expenses which may be incurred or spent by the Company.

14.6 The Board shall have the power from time to time to make or vary regulations for the administration and operation of the Scheme, provided that the same are not inconsistent with the other provisions of the Scheme. The Board shall also have the power to delegate its powers to grant Options to Eligible Participants and to determine the Subscription Price, to any of the Company's directors from time to time.

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

- 14.8 No Grantee shall enjoy any of the rights of a shareholder by virtue of the grant of an Option pursuant to the Scheme, unless and until Shares are actually issued to the Grantee pursuant to exercise of such Option.
- 14.9 The Scheme and all Options granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.

— End of Scheme —