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**力勁科技集團有限公司**  
**L.K. Technology Holdings Limited**  
*(Incorporated in the Cayman Islands with limited liability)*  
**(Stock Code: 558)**

**ADOPTION OF SHARE AWARD SCHEME**

The Board is pleased to announce that it has approved the adoption of the Scheme on 28 October 2015. The purpose of the Scheme is to (i) recognize the contributions of the Employees and to give incentives in order to retain the Employees for the continual operation and development of the Group; and (ii) to attract suitable personnel for the growth and further development of the Group.

The Scheme is not subject to the provisions of Chapter 17 of the Listing Rules and is a discretionary scheme of the Company and subject to the administration of the Board and the Trustee in accordance with the rules of the Scheme and the Trust Deed.

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## **SUMMARY OF THE PRINCIPAL TERMS OF THE SCHEME**

### **1. Duration**

Subject to any early termination as may be determined by the Board, the Scheme shall be valid and effective for a term of ten (10) years commencing on the Adoption Date.

### **2. Administration**

The Scheme shall be subject to the administration of the Board (or a committee from time to time authorized by the Board to manage the Scheme) and the Trustee in accordance with the rules of the Scheme and the Trust Deed.

No payment shall be made to the Trustee and no instructions to acquire Shares shall be given to the Trustee under the Scheme and no Award shall be made by the Board where (i) after a price sensitive event in relation to the securities of the Company has occurred or a price sensitive matter in relation to the securities of the Company has been the subject of a decision or any director of the Group is in possession of unpublished price sensitive information in relation to the Group, until such price sensitive information has been published in accordance with the Listing Rules; (ii) where dealings by any director of the Group are prohibited under any code or requirement of the Listing Rules and all applicable laws from time to time; or (iii) in any other circumstances which are prohibited under any applicable laws or where the requisite approval from any applicable regulatory authorities has not been granted.

The Company shall comply with all applicable disclosure regulations including but not limited to those imposed by the Listing Rules from time to time.

### **3. Scheme Limit**

The Board shall not make any further Award which will result in the total number of Shares awarded by the Board under the Scheme exceeding ten (10) per cent of the issued share capital of the Company as at the Adoption Date.

The total number of Shares which may be awarded to a Selected Employee in any 12-month period up to and including the date of award shall not in aggregate exceed one (1) per cent of the issued share capital of the Company as at the Adoption Date.

#### **4. Operation of the Scheme**

The Board may, from time to time, at their absolute discretion select any Employee (excluding any Excluded Employee) for participation in the Scheme as a Selected Employee. However, until so selected, no persons shall be entitled to participate in the Scheme. Where any Award is proposed to be made to any Selected Employee who is a director of the Company, such Award must first be approved by the Remuneration Committee.

The Board may from time to time at its sole discretion, subject to the requirements under this Scheme, cause to be paid any sums of money to the Trustee for the purchase of Shares to be held on trust in accordance with the Trust Deed and the Scheme. The Board may select Selected Employee(s) and determine the number of Shares to be awarded to each Selected Employee and the Company shall inform the Trustee accordingly. The Board may impose any conditions, restrictions or limitations or waive any such conditions, restrictions or limitations from time to time in relation to the Award as it may at its absolute discretion think fit. Where the Board proposes to waive any conditions, restrictions or limitations imposed on any Award made to any Selected Employee who is a director of the Company, such waiver must first be approved by the Remuneration Committee.

Within 20 Business Days on which the trading of the Shares has not been suspended (or such longer period as the Trustee and the Board may agree from time to time having regard to the circumstances of the purchase concerned) after receiving written instructions from the Company or the cash income or the deemed cash income of the Shares held upon the Trust, the Trustee shall apply the same towards the purchase of the maximum number of board lots of Shares respectively from the market at the prevailing market price. Shares which are not so allocated shall be deemed as Returned Shares for the purposes of the Scheme. Each Selected Employee will be notified of the number of Awarded Shares by the Company or the Trustee in such written form as the Board or the Trustee (as the case may be) may from time to time determine at the absolute discretion of the Board or the Trustee (as the case may be) and the date of notification shall be constructed as the "Date of Award" in the Scheme. For the avoidance of doubt, the Shares so purchased shall form part of the capital of the trust fund of the Trust.

## 5. Vesting and Lapse

Subject to the terms and conditions of the Scheme and/or unless otherwise determined by the Board at its absolute discretion, Awarded Shares (and the Related Income, if any) held by the Trustee upon the Trust and which are referable to a Selected Employee shall vest in the Selected Employee in accordance with a vesting schedule determined at the discretion of the Board (the “Vesting Date”), provided that the Selected Employee remains at all times after the Date of Award and on the Vesting Date an Employee. Notwithstanding any provision of the Trust Deed, the Scheme and the terms and conditions of any Award, the Board (or where the relevant Selected Employee is a director of the Company, the Remuneration Committee) in its sole and absolute discretion may determine from time to time on a general or case by case basis that an Award may be vested at such time determined by the Board (or the Remuneration Committee, as the case may be) subsequent to and notwithstanding a termination of employment of a Selected Employee (including but not limited to as a result of the Selected Employee’s retirement or death) or following a change in control of the Company.

In the event (i) that on or before the Vesting Date, a Selected Employee ceases to be an Employee by whatever reason(s) or ground(s); or (ii) that on or before the Vesting Date, the Subsidiary by which a Selected Employee is employed or engaged ceases to be a subsidiary of the Company; or (iii) that on or before the Vesting Date, an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company); or (iv) of the death of a Selected Employee on or before the Vesting Date; or (v) that on or before the Vesting Date, a Selected Employee fails to satisfy any condition(s) as set out in the letter of grant and/or such other notice(s), letter(s) or document(s) in respect of the Award issuing by the Board or the Trustee (as the case may be); or (vi) that on or before the Vesting Date, a Selected Employee appears to be unable to pay, or has no reasonable prospect to be able to pay debts, or has become insolvent, or has made any arrangements or composition with his or her or its creditors generally, or has an administrator or liquidator being appointed for the whole or any part of his/her/its undertakings or assets, or has been convicted of any criminal offence involving integrity or honesty (each of these events shall be an event of “Total Lapse”), the Award shall automatically lapse forthwith and all the Awarded Shares (and the Related Income, if any) shall not vest on the Vesting Date but shall become Returned Shares for the purposes of the Scheme.

In the event (i) a Selected Employee is found to be an Excluded Employee; or (ii) a Selected Employee fails to return duly executed transfer documents prescribed from time to time by the Trustee for the relevant Awarded Shares and the Related Income within the stipulated period (whether in the ordinary vesting pursuant to the Vesting Schedule or on such other dates as provided in these rules of the Scheme) (any such event shall be an event of “Partial Lapse”), the relevant part of an Award made to such Selected Employee shall automatically lapse forthwith and the relevant Awarded Shares and Related Income (if any) shall not vest on the Vesting Date but shall become Returned Shares for the purposes of the Scheme.

Save for a Total Lapse or Partial Lapse and/or unless otherwise agreed between the Board and the Trustee, barring any unforeseen circumstances and subject to the receipt by the Trustee of a confirmation from the Company that the relevant Selected Employee remains as an Employee on the Vesting Date, the Trustee shall effect the transfer of the relevant Awarded Shares (and the Related Income, if any) to the relevant Selected Employee on the Vesting Date.

## **6. Rights**

Any Award made under the scheme but not yet vested shall be personal to the Selected Employee to whom it is made and shall not be assignable and no Selected Employee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to any Awarded Shares referable to him/her/it pursuant to such Award.

The Selected Employees shall only have contingent interest in any Awarded Shares or in the Related Income subject to the vesting of such Shares in accordance with the terms of the Scheme.

The Trustee shall not exercise the voting rights in respect of any Shares held under the Trust.

## **7. Termination**

The Scheme shall terminate on the earlier of the 10th anniversary date of the Adoption Date or such date of early termination as determined by the Board provided that such termination shall not affect any subsisting rights of the Selected Employees.

## **DEFINITION**

In this announcement, the following expressions have the meanings set out below unless the context requires otherwise:

“Adoption Date”	28 October 2015, being the date on which the Scheme is adopted by the Company as approved by the Board
“Award”	an award of Awarded Shares by the Board to a Selected Employee pursuant to the Scheme
“Awarded Shares”	in respect of a Selected Employee, such number of Shares allocated by the Trustee from the total number of Shares purchased by the Trustee in the market pursuant to the terms of the Scheme and the Trust Deed
“Board”	the board of Directors of the Company and if the context so permits, it shall include such committee or sub-committee or person(s) from time to time delegated with the power and authority by the board of Directors of the Company to administer the Scheme
“Business Day”	any day (other than Saturday or Sunday) on which the Stock Exchange is open for the business of dealing in securities and banking institutions in Hong Kong are open generally for normal banking business
“Company”	L.K. Technology Holdings Limited, a company incorporated in the Cayman Islands with limited liability, whose shares are listed on the Stock Exchange
“Director(s)”	the directors of the Company
“Employee(s)”	any employee or director of any member of the Group

“Excluded Employee(s)”	any Employee who is a resident in a place where (a) the award of the Awarded Shares, the award of the Returned Shares or the vesting or transfer of Shares pursuant to the terms of the Scheme is not permitted under the laws and regulations of such place or (b) in the view of the Board, the need to comply with applicable laws and regulations in such place makes it necessary or expedient to exclude such Employee, in each case as determined by the Board in its absolute discretion
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“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
“Related Income”	all income derived from a Share held upon the Trust in the form of Shares
“Returned Shares”	the Awarded Shares and Related Income which are not vested and/or are forfeited in accordance with the terms of the Scheme
“Scheme”	the Share Award Scheme adopted by the Company on the Adoption Date, a summary of the principal terms of which is set out in this announcement
“Selected Employee(s)”	Employee(s) selected by the Board for participation in the Scheme
“Share(s)”	ordinary share(s) of HK\$0.10 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Trust”	the trust constituted by the Trust Deed

“Trust Deed”	the trust deed entered into between the Company and the Trustee on 28 October 2015 for the administration of the Scheme
“Trustee”	Core Pacific-Yamaichi International (H.K.) Nominees Limited, and any additional or replacement trustees, being the trustee or trustees for the time being of the trusts declared in the Trust Deed
“Vesting Date”	the date as determined from time by time by the Board, on which an Award (or part thereof) is to vest in the relevant Selected Employee pursuant to the terms of the Share Award Scheme

By order of the Board  
**L.K. Technology Holdings Limited**  
**Wong Kin Ming**  
*Company Secretary*

Hong Kong, 28 October 2015

*As at the date of this announcement, the executive Directors are Ms. Chong Siw Yin, Mr. Cao Yang, Mr. Liu Zhuo Ming, Mr. Tse Siu Sze and Mr. Wang Xinliang; the non-executive Director is Ms. Han Jie and the independent non-executive Directors are Dr. Low Seow Chay, Dr. Lui Ming Wah, SBS, JP and Mr. Tsang Yiu Keung, Paul.*