

HASHKEY HOLDINGS LIMITED

SHARE OPTION PLAN 股份期权计划

1. **DEFINITIONS 定义**

- (a) In this Plan, except where the context otherwise requires, the following words and expressions have the following meanings:

在此计划中，除非另行说明，否则如下的词语及表达具有以下含义：

“Acceptance Date”	means the date upon which an offer for an Option must be accepted by the relevant Eligible Employee, being a date not later than ten (10) days after the Option is offered to an Eligible Employee but not after the Expiration Date;
“接受日期”	指一个期权邀约必须被相关的合资格雇员接受的日期，为自该期权邀约被授予一名合资格雇员之日起十天内的时间（但不能晚于截止日期）；
“Acceptance Letter”	has the meaning ascribed to it in Section 3(c);
“接受信”	其含义在第 3 章（c）有描述；
“Affiliate”	means, with respect to the Company, any other entity that, directly or indirectly, controls, is controlled by or is under common control with the Company.
“关联方”	指相对于本公司而言的任何直接或间接控制、被控制或与本公司共同处于同一公司控制下的实体。
“Adoption Date”	means August 17, 2023, the date on which the Plan is amended and adopted by resolution of the Board;
“通过日期”	指 2023 年 8 月 17 日，即该计划被董事会决议修订及通过的日期。
“Board”	means the board of directors of the Company for the time being or a duly authorized committee thereof (including the compensation committee established by the Board, if applicable);
“董事会”	指目前本公司的董事会，或经恰当程序设立的委员会（包括由董事会设立的薪酬委员会，如适用）
“Commencement Date”	means, in respect of an Option, the date upon which such Option is deemed to be granted and accepted in accordance with Section 3(c);

“生效日期”	就某份期权而言，根据第 3 章（c）的条款，其被视为已授予且被接受的日期。
“Company”	means HashKey Holdings Limited, a Cayman Islands company;
“公司或本公司”	即 HashKey Holdings Limited，它是一个开曼群岛公司。
“Eligible Employee”	means (i) any key full-time employee of the Company or its Affiliate, as determined by the Board in view of the service period, expertise, capability, contributions and substitutability of such employee; (ii) any officer of the Company or its Affiliate; and (iii) any other persons who make substantial contributions to the business of the Company and/or any Subsidiary (including external experts or consultants of the Company or its Affiliate), as determined by the Board;
“合资格雇员”	指（i）公司或其关联方的任何关键全职雇员，具体人员会由董事会根据雇员的服务期限、专长、能力、贡献和可替代性来决定。（ii）公司或其关联方的任何管理人员。（iii）根据董事会的决定，任何为公司及/或其关联方的业务做出显著贡献的人员（包括公司或其关联方的外部专家及顾问）；
“Exercise Price”	means the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option;
“行权价格”	指被授予人在期权行权时可认购的每股股份价格。
“Expiration Date”	means, in respect of an Option, the date of expiration of the Option as may be determined by the Board which shall not be later than the tenth (10th) anniversary of the Acceptance Date in respect of such Option;
“截止日期”	指董事会可决定的一项期权的截止日期。它不应晚于此等期权从接受日期起算的十周年。
“Founders”	means LU Weiding, a PRC citizen whose PRC ID number is _____, and XIAO Feng, a PRC citizen whose PRC ID number is _____;
“创始人”	指鲁伟鼎，他是一名中华人民共和国公民，其中国身份证号码为 _____；肖风，他是一

名中华人民共和国公民，其中国身份证号码为
；

“Founder Parties”	means the Founders and any entity established or to be established by any Founder for the purpose of holding any equity interest in the Company;
“创始人群体”	指创始人及任何其为持有公司股权利益而成立或将要成立的实体；
“Grantee”	means any Eligible Employee who accepts the offer of the grant of an Option in accordance with the terms of the Plan or (where the context so permits) a person or persons who, in accordance with the laws of succession applicable in respect of the death of a Grantee, is or are entitled to exercise the Option granted to such Grantee (to the extent not already exercised) in consequence of the death of such Grantee;
“被授予人”	指根据本计划的条款而接受被授予期权的任何合格雇员，或（在被许可的情况下）在被授予人死亡时根据可适用的继承法律有继承权的人或人群（其有权对该等被授予人死亡之前所获得的期权申请行权，前提是该等期权还未被行权）；
“Option”	means an option to subscribe for Shares granted pursuant to the Plan;
“期权”	指认购依据本计划而授予的股份的期权。
“Option Period”	means in respect of an Option, the period commencing on the Commencement Date and expiring on the Expiration Date for such Option;
“期权周期”	指期权从开始日期起到截止日期的那一段周期。
“Plan”	means this Share Option Plan, the rules of which are set out in this document, in its present or any amended form;
“计划或本计划”	指这份股份期权计划，其规则在此文档中列出，包括其当前或任何修正的形式。
“PRC”	means People’s Republic of China, excluding, for the purpose of this Plan, the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan;

“中华人民共和国”	仅为本计划目的，指中华人民共和国大陆地区，不包括香港特别行政区、澳门特别行政区及台湾地区；
“Shares”	means ordinary shares of the Company, par value US\$0.00001 or such other nominal amount as shall result from a sub-division, reduction, consolidation, reclassification or reconstruction of the share capital of the Company;
“股份”	指公司的普通股，面值为 0.00001 美元或其他面额（公司股本的分拆、减少、合并、再分类或重构应会导致其他面额的出现）
“Shareholders Agreement”	means the shareholders agreement with respect to the Company entered into or to be entered into by and among the Company and shareholders of Company, as amended from time to time;
“股东协议”	公司与公司股东之间所达成的经不时修订的股东协议
“Subsidiary”	means a subsidiary for the time being of the Company;
“子公司”	指公司目前的子公司；
“Trade Sale”	(a) a sale, lease, transfer or other disposition of all or substantially all of the assets of the Company, (b) a transfer or an exclusive licensing of all or substantially all of the intellectual property of the Company, (c) a sale, transfer or other disposition of a majority of the issued and outstanding share capital of the Company or a majority of the voting power of the Company; or (d) a merger, consolidation or other business combination of the Company with or into any other business entity in which the shareholders of the Company immediately prior to such merger, consolidation or business combination hold, immediately after such merger, consolidation or business combination, shares representing less than a majority of the voting power of the outstanding share capital of the surviving business entity.
“整体出售”	（a）公司的所有（或几乎所有）资产的销售、租赁、转移或其他处置方式，（b）公司的所有或几乎所有的知识产权的转让或独家授权，（c）公司大部分已发行的股本及未发行的股本或公司的大部分投

票权的销售、转让或其他处置方式；（d）公司与其他商业实体的兼并、合并和其他商业结合后，公司原来的股东所拥有的股权，在存续的商业实体里所拥有的投票权不再占多数；

“US\$” means the legitimate currency of the United States; and

“US\$” 指美国的法定货币；

“Vesting Schedule” means in relation to an Option, a schedule for the vesting of Shares comprised in such Option during the Option Period to be determined by the Board on the date of grant of that Option.

兑现时间表 在期权授予的那天，由董事会所决定的期权在期权周期间的股份兑现时间表。

- (b) Section headings are inserted for convenience of reference only and shall be ignored in the interpretation of the Plan. Unless the context otherwise requires, references to Sections are to Sections of the Plan. The singular includes the plural and vice versa and references to one gender shall include all genders.

章节标题的插入仅为提供引用的便利，在解读本计划时应该被忽略。除非使用场景有特别要求，对章节的引用应为本计划章节的引用。单数名词包括其复数含义，反之亦然；对一种性别的提及应包括所有的性别。

2. DURATION AND ADMINISTRATION 过程与管理

- (a) The Plan shall be subject to the administration of the Board whose decision as to all matters arising in relation to the Plan or its interpretation or effect (except as otherwise provided herein) shall be final and binding on all parties.

本计划应服从董事会的管理，其就本计划所产生的一切事项、其解读或其效果所作出的决定，应为最终的，且对各方有约束力，本计划另有约定除外。

- (b) Subject to Section 12, the Plan shall be valid and effective for a period of ten (10) years commencing on the Adoption Date, after which period no further Options will be issued but the provisions of this Plan shall remain in full force and effect in all other respects.

根据第 12 章，本计划应在通过之日起 10 年内有效，在此周期结束后，

公司不会根据本协议发行更多期权，但本计划的条款应在其他所有方面继续保持有效。

3. OPTIONS 期权

- (a) The Board shall, in accordance with the provisions of the Plan, be entitled at any time following the Adoption Date and before the tenth (10th) anniversary of the Adoption Date, to offer to grant an Option to any Eligible Employee which the Board may in its absolute discretion select and subject to such conditions as it may think fit.

董事会可全权酌情决定根据本计划的条款在本计划通过之日起 10 年将期权授予给任何合格的雇员，此等期权受到董事会所认为合适的条件约束。

- (b) An offer of the grant of an Option shall be made to an Eligible Employee by letter in substantially the form set out in Exhibit A, subject to such modification as the Board may from time to time determine, requiring the Eligible Employee 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 Plan and shall remain open for acceptance by the Eligible Employee concerned for a period of ten (10) days from the date upon which it is made.

期权的授予邀约应以与附件 A（经董事会决定不时修改）内容实质相同的书面形式提供给合格的雇员。该邀约要求合格的雇员以期权被授予的条款持有该期权，并受到计划条款的约束，从该邀约发出之日起，合格雇员应有十天的时间考虑，在此期间该邀约维持有效。

- (c) An Option shall be deemed to have been granted and accepted by an Eligible Employee and to have taken effect when the Acceptance Letter in substantially the form set forth in Exhibit B (the “**Acceptance Letter**”), subject to such modification as the Board may from time to time determine, is completed, signed and returned by the Grantee, and is received by the Company at its principal office or such other address as is specified in the offer document on or before the relevant Acceptance Date. Such acceptance shall in no circumstances be revocable.

当与附件 B（经董事会决定不时修改）内容实质相同的期权接受信被合格雇员填写完成、签署并返还后，且在相关的接受日期之前（或在接受日期当日）被公司的主要办公地址或其他邀约文档中所列明的地址接收后，此期权应视为被授予且被合格雇员接受，此等接受行为在任何情况下都不可撤销。

- (d) Any offer of the grant of an Option may be accepted less than the number of Shares which it is offered provided that it is accepted a multiple of one (1) Share. To the extent that the offer of the grant of an Option is not accepted by

the Acceptance Date, it will be deemed to have been irrevocably declined.

被授予人可以接受比期权授予邀约所列明的股份数量更少的股份，前提是它要是 1 的整数倍。若在接受日期结束之前，期权授予的邀约未被接受，这将视为其被不可撤销地拒绝了。

- (e) An Option shall be personal to the Grantee and shall not be assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favor of any third party over or in relation to any Option or attempt so to do, except with the prior written consent of the Board from time to time. Any breach of the foregoing shall entitle the Company to cancel any outstanding Option or any part thereof granted to such Grantee.

一项期权对被授予人而言应具有身份属性，它不能被转让，任何被授予人不得为第三方将期权以任何形式出售、转让、抵押、按揭、持有留置权或创造任何利益（合法或有益的），除非得到董事会不时作出的事先书面同意。违反此前述规定的，将让公司有权取消未兑现的期权或已被授予给被授予人的任何部分期权。

- (f) Until the issuance of the applicable Shares (as evidenced by the appropriate entry on the register of members of the Company) upon exercise of an Option, the Grantee shall not be entitled to any shareholder rights attached to such Shares, notwithstanding the exercise of an Option.

在期权行权时，直到公司向被授予人发行公司股份之前（以公司股东名册上的合适记录为证），被授予人不应享有任何与此等股份相关的股东权利。

4. **EXERCISE PRICE** 行权价格

The Exercise Price in relation to each Option offered to an Eligible Employee shall be determined by the Board.

每一份向合格雇员所提供的期权的行权价格，应由董事会决定。

5. **EXERCISE OF OPTIONS** 期权行权（期权行使）

- (a) Subject to Section 5(b) below, an Option shall be exercised in whole or in part by the Grantee (or by his or her legal personal representative(s)) giving notice in writing to the Company in substantially the form set out in Exhibit C 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 Exercise Price for the Shares in respect of which the notice is given. Subject to other terms provided in this Plan, within thirty (30)

days after receipt of the notice and the remittance, the Company shall allot and issue the relevant Shares to the Grantee (or to his or her legal personal representative(s)) credited as fully paid with effect from (but excluding) the relevant exercise date and issue to the Grantee (or to his or her legal personal representative(s)) certificates in respect of the Shares so allotted.

根据下面的第 5 章 (b)，被授予人（或其法定代理人）行应以与附件 C 内容实质相同的形式向公司给出书面通知，声明期权要被行使及相应的股份数量，以行使部分或全部的期权。每一份此等通知应伴随其所声明的行权股份数量相对应的全额行权价格的汇款。根据此计划的其他条款，在收到该通知及汇款后，公司应在 30 天内将相应的股份分配给被授予人（或其法定代理人）并视为该款项已经支付，从相应的行权日期起（但不包含行权日期当天）生效，并向被授予人（或其法定代理人）发放所分配的股份对应的证书。

- (b) Subject as hereinafter provided, an Option may be exercised by a Grantee in accordance with the Vesting Schedule applicable to that Option; provided that:

根据下文条款，一项期权可由被授予人根据该期权可适用的兑现时间表行使，前提是：

- (i) in the event that the Grantee ceases to be an Eligible Employee by reason of death and none of the events which would have been a ground for termination of his or her employment under Section 6(d) exists, the legal personal representative(s) of the Grantee shall be entitled within a period of twelve (12) months from the date of his or her death to exercise any Option that has vested in full (to the extent not already exercised) as of the date of his or her death;

当被授予人因死亡而不再符合合格雇员条件，且没有发生第 6 章 (d) 所规定的雇佣关系终止事件，那么被授予人的合法遗产代理人将有权在被授予人死亡当天开始的 12 个月的周期内，行使在其死亡当天已经兑现的期权（限于仍未被行使的范围内）；

- (ii) in the event that the Grantee ceases to be an Eligible Employee by reason of disability and none of the events which would have been a ground for termination of his or her employment under Section 6(d) exists, the Grantee may exercise any Option that has vested at the date of cessation (to the extent not already exercised) within the period of twelve (12) months following the date of such cessation;

当被授予人因残疾而不再符合合格雇员条件，且没有发生第 6 章 (d) 所规定的雇佣关系终止事件，那么被授予人将有权在停止成为合格雇员的当天（停止日）开始的 12 个月的周期内，行使其在停止日已经兑现的期权（限于仍未被行使的范围内）；

- (iii) in the event of the Grantee ceasing to be an Eligible Employee for any reason other than his or her death, disability, or the termination of his or her employment on one or more of the grounds specified in Section 6(d), the Grantee may exercise any Option that has vested at the date of cessation (to the extent not already exercised) within the period of six (6) months following the date of such cessation, which date shall be the last actual working day with the Company or the relevant Subsidiary whether salary is paid in lieu of notice or not;

在被授予人因死亡、残疾或第 6 章（d）列明的一个或多个理由而不再符合合格雇员的时，被授予人可以在不再符合合格雇员条件的当天（停止日）起的 6 个月周期内，行使其在停止日那天已经兑现的期权（限于仍未被行使的范围内）。停止日应为被授予人在公司或其相关子公司的最后一个实际工作日，不管薪资是否已经发放。

- (iv) if a general offer 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 in concert with the offeror) and such offer becomes or is declared unconditional during the Option Period of the relevant Option, the Grantee (or his or her legal personal representatives) may exercise the Options that have vested in full (to the extent not already exercised) within such period of time as the Board determines as appropriate before the completion of the transactions as contemplated under the general offer; and

若在相关期权的期权周期内，有人向所有的股份持有者（或除了要约人及/或要约人控制的人及/或与要约人有关联或共同行动的人）发出要约收购，且此等要约成为或被声明是无条件的，被授予人（或其合法遗产代理人）可在要约收购预期的交易完成前的一段由董事会视为合适的周期内，行使其已兑现的所有期权（以仍未行使的为限）；及

- (v) if a Trade Sale occurs during the Option Period of the relevant Option, the Grantee (or his or her legal personal representatives) may exercise the Options that have vested in full (to the extent not already exercised) within such period of time as the Board determines as appropriate before the of the Trade Sale.

如果在某项期权的期权周期内发生整体出售事件，被授予人（或其合法遗产代理人），可在董事会决定的整体出售事件完成之前的合适时间周期内，行使已经兑现的全部期权（以仍未行使的为限）。

- (c) The Shares to be allotted upon the exercise of an Option will be subject to:

在期权行权时所分配的股份将会受限于:

- (i) restrictions that the Grantee shall not transfer, assign, hypothecate, donate, encumber or otherwise dispose of (collectively, “**Transfer**”), directly or indirectly, any interest in the Shares without the prior written consent of the Company; for the avoidance of doubt, any permitted transferee in connection with a Transfer consummated by any Grantee shall agree in writing in advance to be bound by and comply with all applicable provisions of this Plan to the same extent as if it were the Grantee hereof;

在没有得到公司事先书面同意的情况下，被授予人不应直接或间接地转让、分配、抵押、捐赠、质押或处置（统称“转让”）股份的任何利益；为避免疑虑，任何（与被授予人发起的转让行为相关的）得到许可的受让人应事先书面同意受到并遵守本计划的所有可适用的条款的约束，就如该受让人就是此处的被授予人本人。

- (ii) all the provisions of the articles of association of the Company then in force and will rank pari passu with the fully paid Shares in issue on the relevant exercise date of an Option in respect of transfer and other rights including those arising on a liquidation of the Company and rights in respect of any dividend or other distributions paid or made after the relevant exercise date of an Option other than any dividend or other distributions previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the relevant exercise date; and

届时有效的公司章程的所有规定，且这些股份将会与在该项期权行权之日正发行的全部支付的股份享有同等特定权益，此等特定权益包括转让和其他权利(包括由公司清算事件所产生的，及任何分红或其他在相关期权行权日期之后支付或作出的分配方案)，但在记录下来的相关行权日期之前或当天所宣布或推荐或决议支付/作出的任何分红或其他分配方案除外。

- (iii) the same restrictions and obligations as those imposed on the Founder Party and/or the Shares held by the Founder Party set forth in the Shareholders Agreement, including but not limited to the transfer restriction.

根据股东协议而施加在创始人群体及/或创始人群体所持有的股份上的同样的限制和义务，包括但不限于转让限制。

- (d) The Grantee hereby irrevocably and unconditionally constitutes and appoints

Mr. LU Weiding with full power of substitution as the Grantee's true and lawful attorney and irrevocable proxy, for and in the Grantee's name, to vote each of the Shares allotted to him or her upon the exercise of an Option as the Grantee's proxy, at every meeting of the shareholders of the Company or any adjournment thereof or in connection with any written consent of the Company's shareholders. The Grantee intends the foregoing proxy to be, and it shall be, irrevocable and coupled with an interest and hereby revokes any proxies previously granted by the Grantee with respect to the Shares.

被授予人在此不可撤销地、无条件地委任鲁伟鼎先生以完整的代理委任权，作为被授予人真实的、合法的委任人和不可撤销的代理人，以被授予人的名义，在每一次公司股东会议或公司股东的书面同意相关的休会待续期间，使用行权时分配给被授予人的股份投票。被授予人旨在让前述的代理人成为（也应为）不可撤销的利害关系人，并在此撤销被授予人之前就股份所委任的任何代理人。

- (e) In the event that the Grantee has ceased to be an Eligible Employee of the Company or of any Subsidiary by the termination of his or her employment for any reason, the Company and/or the Founder Parties shall have the right (but not obligation) to, at any time and from time to time, repurchase from the Grantee (i) all or any part of the Shares allotted to him upon the exercise of an Option at the fair market value of the Shares at the time of the repurchase as determined by the Board in good faith; and (ii) all vested but unexercised Options held by him at a price equivalent to the difference between the Exercise Price of such Options and the fair market value of the underlying Shares at the time of the repurchase as determined by the Board in good faith.

若因任何原因，公司或任何子公司终结其雇佣关系，被授予人不再是合格的雇员，这时公司及/或创始人群体应有权（但不是义务）在任何时候/不时从被授予人手中回购（i）在其的期权行权时分配给其的全部或任何股份，董事会在回购之时会以诚意决定股份的公平市场价值；及（ii）其所持有的所有已经兑现但未行权的期权，会以此等期权的行权价格与期权底层对应股份在回购之时的公平市场价值之间的差价回购（该价值由董事会以诚意决定）

Notwithstanding the foregoing, in the event that the Grantee has breached the confidentiality obligation, non-compete obligation, non-solicitation obligation that such Grantee owes to the Company under relevant employment agreements, confidentiality and intellectual property rights assignment agreements, non-compete and non-solicitation agreements or this Plan or any exhibit hereof (as applicable), all the unvested Options shall be cancelled by the Company, and the Company or the Founder Parties shall have the right to, at any time and from time to time, repurchase from the Grantee all or any part of the Shares allotted to such Grantee upon the exercise of an Option and all vested but unexercised Options held by such Grantee at nil consideration.

尽管有上述条款，在被授予人违背对公司负有的保密义务、竞业禁止义务、不得挖角义务（依据相关的雇佣协议、保密协议、知识产权分配协议、竞业禁止协议或此计划或任何可适用的证明文件）时，其仍未兑现的期权应被公司取消，且公司和创始人应有权在任何时候/不时从有此等行为的被授予人手上以零对价回购其持有的全部或部分股份（在期权行权时）以及所有已兑现但未行使的期权。

6. **EXPIRATION OF OPTION 期权截止**

An Option, (i) if vested, shall automatically lapse (to the extent not already exercised), or (ii) if unvested, shall automatically be cancelled and cease vesting, in each case on the earliest of:

一份期权，（i）如果已经兑现，应自动终止（以未被行权的部分为限），或（ii）如果还未兑现，应在下列事件孰早发生时自动被取消并停止兑现：

(a) subject to Section 5(b), the Expiration Date relevant to that Option;

根据第 5 章（b），与该期权相关的截止日期；

(b) the expiration of any of the periods referred to in Section 5(b)(i), (ii), (iii), (iv) or (v);

根据第 5 章(b)(i), (ii), (iii), (iv)或(v)所提及的任何周期的截止

(c) subject to Section 5(b)(v), the date of commencement of the winding-up of the Company;

根据第 5 章(b)(v),公司的停业清理的开始日期；

(d) the date on which the Grantee ceases to be an Eligible Employee of the Company or of any Subsidiary by the termination of his or her employment on the grounds that he or she has been guilty of serious misconduct, or has committed any act of bankruptcy or has become insolvent or has made arrangements or composition with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty or (if so determined by the Board) on any other ground on which an employer would be entitled to terminate his or her employment at common law or pursuant to an any applicable laws or under the Grantee's service contract with the Company or the relevant Subsidiary. A resolution of the Board 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 Section 6(d) shall be conclusive; or

若授予人有严重行为不检而被公司或任何子公司终结其雇佣关系，或其有任何申请破产行为，或已经破产，或已与其债权人达成协议，或被判

处任何与其正直性、诚信或（董事会决定的其他因素）相关的刑事罪名，或雇主在普通法或任何可适用的法律或公司与相关的子公司与被授予人所达成的服务合同的框架下有权终结其雇佣关系的情况下，该被授予人停止成为合格雇员的日期。董事会的决议对在此第 6 章（d）下列明的理由是否能终结被授予人的雇佣关系，构成最终决定；或

- (e) the date on which the Board shall exercise the Company's right to cancel the Option at any time after the Grantee commits a breach of Sections 3(e).

在被授予人触犯第 3 章（e）的规定后，董事会代表公司取消该被授予人期权的日期。

7. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION **可认购的最大股份数量**

- (a) The maximum number of Shares in respect of which Options may be granted under the Plan shall be 578,571,420.

在此计划下，可授予股票期权的最大数额应为 578,571,420 股。

- (b) The maximum number of Shares referred to in Section 7(a) shall be adjusted, in such manner as the Board shall deem appropriate, fair and reasonable in good faith in the event of any alteration in the capital structure of the Company in accordance with Section 8 below whether by way of capitalization of profits or reserves, rights issue, consolidation, reclassification, reconstruction, subdivision or reduction of the share capital of the Company.

在依据下面的第 8 章而进行的公司资本结构调整时（不管是收益资本化、准备金资本化、增股、合并、重新分类、重组、公司股本的分拆或减少），第 7 章（a）提及的最大股份数量应由董事会善意采取其视为合适、公平、合理的方式进行修改。

8. CAPITAL RESTRUCTURING 资本重组

In the event of any alteration in the capital structure of the Company when any Option remains exercisable, whether by way of capitalization of profits or reserves, rights issue, consolidation, reclassification, reconstruction, subdivision or reduction of the share capital of the Company or otherwise, such corresponding alterations (if any) shall be made (except on an issue of securities of the Company as consideration in a transaction which shall not be regarded as a circumstance requiring alteration or adjustment, as

determined by the Board) in:

在仍有期权可行使时，公司资本结构发生了任何改变（不管是收益资本化、准备金资本化、增股、合并、重新分类、重组、公司股本的分拆或减少等原因），相应的修改（如果有）应由下形式作出（除了将公司的证券发行作为一项交易的对价时，就不应视为需要修改或调整的情况，这是由董事会决定的）：

- (a) the number of Shares subject to any Option so far as such Option or any part thereof remains unexercised; and/or

届时对应于某项期权的股份数量（此等期权或其任何部分还未行权）；
及/或

- (b) the Exercise Price; and/or

行权价格；及/或

- (c) the method of exercise of the Option;

期权行权的方式

as the Board shall deem appropriate fair and reasonable; provided that any such alterations shall be made on the basis that a Grantee shall have the same proportion of the equity capital of the Company as that to which he or she was entitled to subscribe had he or she exercised all the Options held by him or her immediately before such adjustments and the aggregate Exercise Price payable by a Grantee on the full exercise of any Option shall remain as nearly as possible the same as (but shall not be greater than) it was before such event and that 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.

以上方式应由董事会视为合适、公平和合理的方式采用；此等修改应基于一个前提，即被授予人在修改发生后应对公司的股本权益拥有相同的比例（相对于其若在此等修改发生之前立刻将其所持有的期权全部行使而有权认购的股本权益而言）；且在完全行使任何期权时被授予人应付的合计行权价格，应与此等修改发生前几乎一样（但不应大于），且此等修改不应产生让股份以低于其面值发行的后果。

9. **SHARE CAPITAL** 股本

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

任何期权的行使，应限于公司为授权股本增加而开展的全体大会的成员。为

此，董事会应开放足够的已授权但未发行的公司股本，以满足期权行使所需的要求。

10. **DISPUTES 争议**

Any dispute arising in connection with the Plan (whether as to the number of Shares the subject of an Option, the amount of the Exercise Price or otherwise) shall be referred to the decision of the Board and whose decision shall, in the absence of manifest error, be final and conclusive and binding on all persons who may be affected thereby.

任何因计划产生的相关争议（不论是期权的股份数量、行权价格或其他）应向董事会寻求决定，其决定在没有明显错误的情况下应该是最终的和决定性的，并对可能被影响的所有人员有约束力。

11. **ALTERATION OF THE PLAN 计划的修改**

- (a) Subject to Section 11(b) and (c), the Plan may be altered in any respect by resolution of the Board; provided that no such alteration shall operate to affect adversely the terms of issue of any Option granted or agreed to be granted prior to such alteration except with the consent or sanction of such number of Grantees as shall together hold Options in respect of not less than one half in nominal value of all Shares then subject to Options granted under the Plan.

依据第 11 章（b）和（c），本计划可根据董事会决议进行任何方面的修改，前提是此等修改不应在此之前已经授予（或将要授予）的期权的发行条件具有追溯性，除非是特定数量的被授予人给出同意或许可，使得其持有的被授予的股权的票面价值不小于该时在此计划下授予的股权票面价值的一半。

- (b) In the event that the shares of the Company are listed, or proposed to be listed, on an internationally recognized stock exchange, the Plan may be altered by resolution of the Board as reasonably required to consummate the listing (including without limitation valuation adjustment and accommodating tax or estate planning arrangement) or as necessary for the Plan to comply with the listing rules of the relevant exchange.

在公司的股份被国际认可的股票交易所上市或提议被上市时，本计划可被董事会决议修改，以满足完成上市所需的合理要求（包括但不限于估值调整和适应税收或财产规划安排）或让本计划符合相关的交易所上市要求的其他必要修改。

- (c) The Board may take all actions necessary to alter the mechanism of Option exercise, payment and distribution under this Plan with respect to any Grantee that is a PRC citizen or resident in PRC to comply with applicable PRC

foreign exchange and tax regulations and any other applicable PRC laws and regulations.

对任何具有中华人民共和国公民身份或是中华人民共和国居民的被授予人而言，董事会可能会采取所有必要的行动，改变本计划中规定的期权行权、付款和分配机制，以符合可适用的中华人民共和国外汇管理、税收监管规定及其他可适用的中华人民共和国法律和监管规定。

12. **TERMINATION** 终结

The Company, by ordinary resolution of the shareholders in general meeting or resolution of the Board, may at any time terminate the operation of the Plan and in such event no further Options will be offered but in all other respects the provisions of the Plan shall remain in force and Options granted prior to such termination shall continue to be valid and exercisable in accordance with the Plan.

公司通过全体股东大会的普通决议或董事会决议，可在任何时候终结此计划的运作，在此情况下不会再有更多的期权被提供，此计划的条款的其他所有方面应保持一致，且在此终结行为发生前所授予的期权应继续有效并可根据计划被行使。

13. **GENERAL** 总体条款

- (a) The Company shall bear the costs of establishing and administering the Plan.

公司应承担建立及实施此计划的成本。

- (b) As determined by the Board, a Grantee may be entitled to receive copies of all notices and other documents sent by the Company to holders of the Shares.

根据董事会的决定，被授予人有权收到由公司向股票持有人发送的所有通知和其他文档的副本。

- (c) Any notices, documents or other communication between the Company and a Grantee shall be in writing and may be given by sending it by prepaid post or by personal delivery to, in the case of the Company, 14th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong or as notified to the Grantees from time to time and, in the case of the Grantee, his or her address as notified to the Company from time to time.

在公司和被授予人之间发生的任何通知、文档和其他形式通信应以书面形式进行，并可以预付费邮件或亲自送达的形式发送。本公司地址为 14th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong。公司可不时以通知形式向被授予人发送新的接收地址，被授予人也可以不时通知公司其接收地址。

- (d) Any notice or other communication served:

由公司发出的任何通知或其他形式的信息

- (i) by the Company shall be deemed to have been served 48 hours after the same was put in the post or if delivered by hand, when delivered; and

由公司发出的任何通知或其他形式的信息，应在同样的内容被放到邮件或亲手递交送达后的 48 小时后视为送达。

- (ii) by the Grantee shall not be deemed to have been received until the same shall have been received by the Company.

由被授予人发出的任何通知和其他形式的信息，不应视为已经被接收，除非同样的内容被公司接收了。

- (e) All allotments and issues of Shares pursuant to the Plan shall be subject to any necessary consent, registration and approval under all applicable laws and regulations, including but not limited to any registration required by the foreign exchange authority in the PRC. A Grantee shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction for or in connection with the grant or exercise of an 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 or her participation in the Plan.

根据此计划所分配和发行的股份，受所有可适用的法律和监管条例所规定的必要同意、注册和许可程序限制，这包括了中华人民共和国外汇管理局所要求的一切注册程序。

若任何国家或辖区因与期权授予和行使相关的事项，可能对被授予人从政府机构或其他官方机构获取许可有所要求，被授予人应负责获取此等许可。若被授予人因任何原因无法获取此等许可，或其因参与到本计划而可能产生的税务及其他责任，公司不应对此负责。

- (f) The Plan shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company. Participation in this Plan by a Grantee shall be a matter entirely separate from any pension right or entitlement he or she may have and from his or her terms or conditions of employment. In particular (but without limiting the generality of the foregoing) any Eligible Employee or Grantee who leaves employment by the Company or Subsidiary for any reason whatsoever shall not be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under this Plan which he or she might otherwise have enjoyed whether such compensation is claimed by way of

damages for wrongful dismissal or breach of contract or by way of compensation for loss of office or otherwise howsoever.

本计划不应授予任何人任何直接或间接针对公司的法律或衡平法权利（除了构成期权自身的权利外），也不应引起针对公司的任何法律或衡平法行动。被授予人在这个计划中的参与，应与其在雇佣关系中的条款或条件可能拥有或产生的其他养老金或津贴完全区分开来。特别是（但不限制前述描述的通用性）任何合资格雇员或被授予人因公司以任何原因解雇，均不应因本计划可能让他享有（或预期享有）的权利或福利的丧失而获得补偿，不管此等补偿是以非法解雇、合同违约、离职补偿等理由而索取。

14. **GOVERNING LAW** 管辖法律

The Plan and all Options granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.

本计划及相应授予的所有期权应受香港的法律所管辖及解释。