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By Order of the Board

HUAXIN BUILDING MATERIALS GROUP CO., LTD.

Xu Yongmo
Chairman

Wuhan City, Hubei Province, China

26 March 2026

As of the date of this announcement, the Board of Directors of the Company comprises Mr. Li Yeqing (President) and Mr. Liu Fengshan (Vice President), as executive Directors; Mr. Xu Yongmo (Chairman), Mr. Martin Kriegner, Mr. Olivier Milhaud and Ms. Tan Then Hwee, as non-executive Directors; Mr. Wong Kun Kau, Mr. Zhang Jiping and Mr. Jiang Hong, as independent non-executive Directors.

* *For identification purposes only*

Huaxin Building Materials Group Co., Ltd.

2026 H-Share Share Award Scheme (Draft)

[redacted]

	rd Shares sold (net of brokerage fees, stamp duty, any taxes, SEHK trading fees, SFC transaction levy, and any other applicable charges) on vesting of the Award under this Scheme, or the consideration receivable under related scheme or offer in the event of vesting due to a change of control or privatization of the Company pursuant to Rule 14.1 of the Scheme Rules
"Adoption Date"	the date on which this Scheme is approved by the Shareholders
"Articles of Association"	the articles of association of the Company as amended from time to time

	the business of dealing in securities
"Share Buy-backs Code"	the Code on Takeovers and Mergers and Share Buy-backs issued by the SFC of Hong Kong
"Company" or "the Company"	Huaxin Building Materials Group Co., Ltd.
"Connected Person"	has the meaning ascribed to it in the Listing Rules
"Delegatee"	the relevant personnel authorized by the Board or a committee under the Board
"Director"	a director of the Company
"Eligible Employee"	Chinese or non-Chinese employees, including directors and senior management personnel, who hold full-time positions in any member company of the Group; unless the laws and regulations of the employee's location prohibit the employee from participating in the grant, acceptance, or vesting of awards under this Scheme; or the Board of Directors or its Delegatee dete owæo ∩ ` *

"RMB"	Renminbi, the lawful currency of the People's Republic of China.
"Hong Kong Dollars"	Hong Kong dollars, the lawful currency of Hong Kong.
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China.
"SFC"	the Securities and Futures Commission of Hong Kong.
"Listing"	the listing of H Shares on the Main Board of the Stock Exchange on March 28, 2022.
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended or supplemented from time to time
"On-Market Transaction"	the acquisition of H Shares of the Company through one or more transactions through the facilities of the Stock Exchange in accordance with the Listing Rules and any other applicable laws and regulations
"PRC"	the People's Republic of China
"Remuneration and Assessment Committee"	the remuneration and assessment committee of the Board
"Returned Shares"	the Award Shares that are not vested and/or are cancelled under the terms of the Scheme, or the H Shares that are deemed to be Returned Shares under the Scheme Rules
"Scheme" or "this Scheme"	the H-Share Share Award Scheme adopted by the Company on the Adoption Date under the Scheme Rules
"Scheme Limit"	has the meaning given to it in Rule 15.1 of the Scheme Rules
"Scheme Rules"	the rules relating to the Scheme as set out herein, as amended from time to time

"Selected Participant"	an eligible employee who is approved to participate in the Scheme and granted Awards in accordance with Rule 6 of the Scheme Rules
"Securities and Futures Ordinance"	the Securities and Futures Ordinance of Hong Kong, as amended, supplemented or otherwise modified from time to time
"Shareholder"	a shareholder of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Subsidiary"	any subsidiary of the Company (as defined in the Listing Rules)
"Tax"	has the meaning given in Rule 9.12 of the Scheme Rules
"Trust"	the trust established under the Trust Deed for the purposes of the Scheme
"Trust Deed"	the trust deed entered into between the Company and the Scheme Trustee (as may be restated, supplemented and amended from time to time)
"Scheme Trustee"	Trustee appointed by the Company for trust purposes
"Vesting Date"	the date determined by the Board or its Delegatee from time to time under the Scheme Rules on which the award (or part thereof) vests to the Selected Participant as set out in the relevant Award Letter
"Vesting Notice"	Definition as per Rule 9.8 of the Scheme Rules
"Vesting Period"	Definition as per Rule 9.2 of the Scheme Rules

1.2 In these Scheme Rules, unless the context otherwise requires:

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

(b) Time references are to Hong Kong time;

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

(d) Any express or implied reference to statutes, statutory provision

2. Purpose of the Scheme

2. The purposes of the Scheme are:

(a) To attract and retain the Company's core management personnel with outstanding professional capabilities and senior management experience for the Company's directors and senior executives, and adopt equity-based award arrangements that directly link their benefits to the market performance of the Company's shares, thereby supporting the Company's long-term development and strategic expansion; and

(b) To recognize the contributions of the Company's prudent directors and senior management to the Company, optimize the Company's long-term incentive mechanism, keep the compensation system up-to-date, further align the interests of core management, shareholders, and the Company, while achieving an

5.1 This Scheme shall be administered by the following bodies:

(a) The meeting of the Shareholders, as the supreme authority of the Company, is responsible for consideration and approval of the adoption of this Scheme. The meeting of the Shareholders may authorize the Board and/or Delegatee to handle all matters related to this Scheme within their authority;

(b) The Board, in accordance with the Scheme Rules and the Trust Deed, serves as the body responsible for administering this Scheme. Decisions made by the Board or its Delegatee shall be final and binding on all relevant parties. The Remuneration and Assessment Committee is responsible for reviewing and/or approving matters related to this Scheme and submitting them to the Board for deliberation. After being reviewed and approved by the Board, this Scheme shall be submitted to the meeting of the Shareholders for deliberation. The Board and/or its Delegatee may handle all matters related to this Scheme within the scope authorized by the meeting of the Shareholders; and

(c) A trust shall be constituted to service this Scheme, whereby the Scheme Trustee, in compliance with relevant provisions of the Trust Deed and subject to the Scheme Limit as set out in Rule 15.1 of this Scheme and the Company's instructions, shall use funds transferred by the Company to acquire H Shares through on-market transactions, with the purchase amount not exceeding RMB 23,988,000.

5.2 The authority to administer this Scheme may be fully delegated by the Board at its discretion to the Delegatee (as the case may be), provided that nothing in Rule 5.2 of this Scheme shall prejudice the Board's power to revoke such delegation or derogate from the Board's decision-making authority as described in Rule 5.1(b) of this Scheme.

5.3 Without prejudice to the Board's general authority of administration, the Board or its Delegatee may from time to time appoint one or more administrators (who may be independent third parties) to sub-delegate such functions related to the administration of this Scheme as they deem

appropriate to assist in the administration of this Scheme. The term of appointment, scope of authority, and remuneration (if any) of the administrators shall be determined at the sole discretion of the Board or its Delegatee.

5.4 Without prejudice to the Board's general authority of administration and to the extent not prohibited by applicable laws and regulations, the Board or its Delegatee may also from time to time appoint one or more Trustees to exercise authority over the grant, administration, and vesting of Award Shares.

5.5 Subject to compliance with the Scheme Rules, the Listing Rules, and any applicable laws and regulations, the Board or its Delegatee shall have the authority from time to time to:

(a) Interpret the Scheme Rules and the terms and conditions related to Awards granted under this Scheme;

(b) Make or amend such arrangements, guidelines, procedures, and/or regulations for the administration, interpretation, implementation, and operation of this Scheme, provided that such arrangements, guidelines, procedures, and/or regulations shall not conflict with the Scheme Rules;

(c) Determine how the vesting of Awards granted under Rule 9 of this Scheme will be settled;

(d) Determine the basis of the eligibility of any Eligible Employee to receive Awards from time to time, based on their contribution to the Group's development and growth or other factors deemed appropriate;

(e) Grant Awards to Eligible Employees selected by them from time to time;

(f) Determine the terms and conditions for granting Awards;

(g) Establish, evaluate, and administer performance objectives under this Scheme;

(h) Approve the form and content of Award Letters;

(i) Adjust the number of Award Shares granted or accelerate the Vesting Date of any Award under Rule 14 of this Scheme;

(j) Exercise any powers granted by shareholders from time to time;

(k) Engage banks, accountants, lawyers, consultants, and other professional institutions for the purposes of this Scheme; and

(l) Sign, execute, amend, and terminate all documents related to this Scheme, fulfill all procedures related to this Scheme, and take other measures to implement the terms of this Scheme.

5.6 For the purposes of this Scheme, none of the Directors or any Delegatee shall be personally liable for any contract or other instrument signed by them or on their behalf for the purposes of this Scheme, or for any judgment error made in good faith. The Company shall also indemnify and hold harmless each member of the Board and any Delegatee against any costs or expenses (including legal fees) or liabilities (including any payments made to settle claims with the approval of the Board) arising from any act or omission related to this Scheme, unless such liability results from the person's own willful neglect of duty, fraud, or bad faith.

5.7 For the administration of this Scheme, the Company shall comply with all disclosure requirements, including the Listing Rules and all applicable Chinese laws, regulations, and rules.

6. Selection of Selected Participants

6.1 The Board or its Delegatee may from time to time select any Eligible Employee as a Selected Participant and, subject to the provisions of Rule 6.3 of this Scheme, grant awards to such Selected Participant during the Award Period upon meeting the terms and conditions of the Award and performance targets as determined by the Board or its Delegatee from time to time.

6.2 The selection of Selected Participants shall be conducted in accordance with the Company Law of the PRC, the Securities Law of the PRC, and other applicable laws, regulations, normative documents, and the Company's articles of association, taking into account the actual

circumstances of the Company (including the current and future contributions of the relevant Selected Participants to the Group).

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8. Acquisition of H Shares by the Scheme Trustee

8.1 Subject to Rules 8.4 and 15.1, for the purpose of satisfying the grant of Awards, the Company shall, as soon as reasonably practicable, transfer the required funds to the Trust and instruct the Scheme Trustee to acquire H Shares at the prevailing market price through on-market transactions as the source of the Award Shares under the Scheme. Subject to the provisions of Rule 14 of this Scheme, the Company shall instruct the Scheme Trustee whether to use Returned Shares to satisfy any award grant. If the Returned Shares determined by the Company are insufficient to satisfy the award grant, then subject to the provisions of Rule 8.3 of this Scheme, the Company shall, as soon as reasonably practicable, transfer the necessary funds to the Trust and instruct the Scheme Trustee to acquire H Shares at the prevailing market price through on-market transactions.

8.2 If the Scheme Trustee has been instructed by the Company to acquire H Shares through on-market transactions, the Scheme Trustee shall, upon receipt of the necessary funds from the Company, as soon as reasonably practicable, acquire H Shares at the prevailing market price through on-market transactions in accordance with the Company's instructions.

8.3 The Scheme Trustee shall only be obligated to transfer the Award Shares to the Selected Participants of this Scheme upon vesting to the extent the Award Shares are comprised in the Trust.

8.4 The Company shall not instruct the Scheme Trustee to acquire H Shares at the prevailing market price through on-market transactions, where (i) such action (as applicable) is prohibited by the Listing Rules, the Securities and Futures Ordinance, or other applicable laws, regulations, and rules of China; or (ii) during such periods as stated in Rules 6.3(g) and (h) of this Scheme. If the prohibition causes the prescribed timing imposed by the Scheme Rules or the Trust Deed to be missed, such prescribed timing shall be treated as extended until the first business day on which the prohibition no longer prevents relevant action, as soon as reasonably practicable.

9. Vesting of Award

9.1 The Board or its Delegatee may, during the term of this Scheme and in compliance with all applicable laws, regulations, and rules, from time to time determine the vesting criteria and conditions as well as the Vesting Period.

9.2 Unless otherwise specified in the Award Letter approved by the Board or the Delegatee, the vesting periods (each a "**Vesting Period**") for awards granted under this Scheme are as follows:

Vesting Period: The Vesting Period for the Award Shares is one year commencing from the first trading day after the 36-month period from the Grant Date, at which point 100% of the Award Shares will vest. The Board or its Delegatee may, at their sole discretion and subject to all applicable laws, regulations, and rules, adjust the Vesting Period of the Award Shares if deemed appropriate.

9.3 Awards under this Scheme are subject to the following conditions, including the company-level performance assessment criteria and individual performance assessments of Selected Participants as outlined in Rule 9.3 of the Scheme Rules, as well as other conditions specified in the Award Letter.

a) Company-level performance assessment:

Company-level performance indicators are "Relative Total Shareholder Return" and "Compound Annual Growth Rate of Earnings Per Share".

Assessment Indicators	Weighting	Threshold	Target	Challenge
Relative total shareholder return percentile level	50%	60th percentile	75th percentile	90th percentile
Compound Annual Growth Rate of Earnings Per Share for 2028 Compare				

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The relationship between the company-level performance assessment score and the corresponding annual vesting ratio of Award Shares is: Annual vesting ratio = Company-level performance assessment score / 100.

b) The individual performance indicators of the Selected Participants are as follows:

The Board or its Delegatee will conduct an annual comprehensive evaluation of Selected Participants, which will serve as the basis for determining the actual number of shares eligible for vesting under this Scheme. Provided all other conditions specified in the Award Letter are met, if the Selected Participant's average annual performance assessment result during the three-year performance period under the Scheme reaches or exceeds 0.8, 100% of the corresponding Award Shares will vest; if it does not reach 0.8, the corresponding shares will not vest.

9.4 If a Selected Participant fails to meet the vesting conditions corresponding to the awarded shares under the Scheme, such unvested shares will be forfeited and held as Returned Shares by the Scheme Trustee.

9.5 If the Vesting Date does not fall on a business day, the Vesting Date shall, subject to any trading halt or suspension in H Shares, be the business day immediately thereafter.

9.6 To avoid ambiguity, the Board or its Delegatee may, at its discretion, determine the Vesting Period for any subsequent grants under this Scheme or the use of any Returned Shares for Awards, provided that in no event shall it extend beyond the remaining term of the Award Period at the time of grant.

9.7 For the purpose of vesting of the Award, the Board or its Delegatee may either:

(a) Direct and procure the Scheme Trustee to release and transfer the Award Shares from the Trust to the Selected Participants by transferring the Award Shares to them, as determined by the Board from time to time; or

(b) The Board or its Delegatee may determine that if, due to legal or regulatory restrictions, a Selected Participant is unable to accept the H Share award, or the Scheme Trustee's ability to make any such transfer to the Selected Participant is subject to legal or regulatory restrictions, the Board or its Delegatee shall direct and procure the Scheme Trustee to sell the vested shares of the Selected Participant through on-market transactions at the prevailing market price and pay the Selected Participant the cash equivalent of the actual selling price of the Award Shares as specified in the Vesting Notice.

9.8 Except in the circumstances described in Rule 9.12 and any ze

Participant, and neither the Company nor the Scheme Trustee shall bear any such costs or expenses thereafter.

9.12 Except for the stamp duty to be borne by the Company under Rule 9.10, the Selected Participant shall be responsible for any taxes (including individual income tax, professional tax, payroll tax and similar taxes (if applicable), customs duties, social security contributions, taxes, fees or other levies ("**Taxes**")) arising from or related to their participation in this Scheme, the Award Shares, or cash equivalent to the Award Shares. Neither the Company nor the Scheme Trustee shall bear any of the aforementioned Taxes. The Selected Participant shall indemnify the Scheme Trustee and all members of the Group against any liability they may incur for paying or accounting for such Taxes, including any withholding obligations related to such Taxes. To give effect to this, notwithstanding any other provisions of the Scheme Rules (subject to applicable laws), the Scheme Trustee or any member of the Group may:

(a) Reduce or withhold the number of Award Shares underlying the Award to be granted to the Selected Participant (the number of Award Shares underlying the Award that may be reduced or withheld shall be limited to the number of Award Shares with a fair market value on the date of withholding, which the Company reasonably believes is sufficient to cover any such liability);

(b) Sell, on behalf of the Selected Participant, the number of H Shares they are entitled to receive under the Scheme, and retain the proceeds and/or pay them to the relevant authority or government agency;

(c) Without notice to the Selected Participant, deduct or withhold the amount of any such liability from any payment made to the Selected Participant under the Scheme, or from any amount payable to the Selected Participant by any member of the Group, including from any salary payable to the Selected Participant by any member of the Group; and/or

(d) Require the Selected Participant to remit from their own account to any member of the Group in cash or by certified or bank cashier's

check an amount sufficient to pay any taxes or other amounts required by any governmental authority to be withheld or paid by any member of the Group, or otherwise make other arrangements satisfactory to the Company for the payment of such amounts.

The Scheme Trustee shall have no obligation to transfer any Award Shares (or pay in cash the actual selling price of such Award Shares) to the Selected Participant unless the Selected Participant satisfies the Scheme Trustee and the Company that they have fulfilled the obligations under this Rule of the Scheme.

10. Change of Circumstances Pertaining to the Sele^ ^ ^ ^

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elected Participant, any unvested A d Shares

unless otherwise determined by the Board or Delegatee.

10.4 If a Selected Participant ceases to be a Eligible Employee due to resignation, layoff, or expiration/termination of the employment contract, any granted but unvested Award Shares shall be immediately forfeited, unless otherwise determined by the Board of Directors or its Delegatee.

10.5 If a Selected Participant becomes disqualified due to termination of employment with the Group caused by work-related disability, the granted but unvested Award Shares shall continue to vest according to the Vesting Dates specified in the Award Letter, unless otherwise determined by the Board of Directors or its Delegatee. The individual performance evaluation results of such Selected Participant shall no longer serve as a vesting condition.

10.6 Subject to Rules 10.11 and 12.1(f) of this Scheme, if a Selected Participant passes away due to a work-related injury, the granted but unvested Award Shares and cash dividends shall continue to be processed as per the Vesting Dates specified in the Award Letter, unless otherwise determined by the Board or its Delegatee. The individual performance evaluation results of such Selected Participant shall no longer serve as a vesting condition.

10.7 Subject to Rules 10.11 and 12.1(f) of

performance evaluation condition shall no longer be regarded as a vesting condition; if the individual



(d) a Selected Participant shall have no right to receive any dividends or any Returned Shares or any dividends underlying the unvested Award Shares, nor any cash or non-cash proceeds, distributions, non-cash and non-script distributions, or sale proceeds from Returned Shares, all of which shall be retained by the Scheme Trustee for the benefit of the Scheme, including but not limited to the payment of expenses related to the implementation of the Scheme, such as professional institutions engaged by the Company from time to time for the Scheme;

(e) a Selected Participant shall have no rights to any fractional share balances resulting from the consolidation of H Shares (if any), and for the purposes of the Scheme, such H Shares shall be deemed as Returned Shares;

(f) in the event a Selected Participant dies and the interest is not transferred to the legal representative of the Selected Participant within the period specified in Rule 10.11, such interest shall be forfeited, and the legal representative of the Selected Participant shall have no claim against the Company or the Scheme Trustee; and

(g) in the event a Selected Participant ceases to be an Eligible Employee on or before the relevant Vesting Date, the Award in respect of such Vesting Date shall lapse or be forfeited in accordance with the Scheme, and unless otherwise determined by the Board or its Delegatee, such Award shall not vest on the relevant Vesting Date, and the Selected Participant shall have no claim against the Company or the Scheme Trustee.

13. Restrictive Covenants

13.1 By accepting any Award granted under the Scheme, a Selected Participant shall be deemed to have made the covenants set out in Rule 13 of the Scheme to and for the benefit of the Group.

13.2 The Selected Participant hereby undertakes to the Group that, while he/she is an employee, director, shareholder, or other stakeholder of the

Group (except as reasonably necessary for the performance of his/her duties to the Group), or at any time thereafter, he/she shall not, directly or indirectly, use, disclose, or communicate to any person any information relating to the affairs, business methods, processes, systems, inventions, schemes, or research and development of the Group or its clients, any customer or supplier information, or any information that could reasonably be regarded as confidential to the Group or such persons (except for information required to be disclosed by law or information in the public domain at the relevant time, but excluding information wrongfully disclosed), and shall use his/her best efforts to prevent any third party from publishing or disclosing any such information.

13.3 The Selected Participant undertakes to the Group that, unless prior written approval is obtained from the Company, he/she shall not, directly or indirectly, during his/her employment with the Group, engage in any other business which is in any respect in competition with or similar to the business of the Group.

13.4 The Selected Participant undertakes to the Group that, as long as he/she is employed by the Company or any member of the Group, he/she shall devote his/her full time and attention to the business of the Group and shall use his/her best efforts to develop the Group's business for the benefit of the Group, and shall not engage in any competitive or other business.

13.5 The Selected Participant undertakes to the Group that he/she shall strictly comply with the post-employment obligations under the employment contract and the Proprietary Information and Inventions Agreement entered into with the Company.

14. Takeover, Rights Issue, Open Offer, Scrip Dividend Scheme, etc.

Change of control

14.1 If there is an event of change in the control of the Company by way of merger, privatization through a scheme or offer, significant asset restructuring, or if the Company ceases to exist after merging with another company, or if the Company undergoes a spin-off, the meeting of

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For the purposes of Rule 14.1, "control" shall have the meaning as defined in the Hong Kong Securities and Futures Commission's "Codes on Takeovers and Mergers and Share Buy-backs" as issued and updated from time to time.

Open offer and rights issue

14.2 If the Company makes an open offer of new securities, the Scheme Trustee shall not subscribe for any new H Shares. In the case of a rights issue, the Scheme Trustee shall not take any action to exercise any rights to subscribe for unpaid shares and shall sell any rights to subscribe for unpaid shares in respect of any H Shares held by the Scheme Trustee (if there is a public market for such rights). The aggregate proceeds from such sale may be used by the Scheme Trustee to acquire H Shares for the purpose of any further Awards made by the Company under the Scheme from time to time, and to pay the reasonable costs and expenses incurred by the Scheme Trustee in performing its duties under the Trust Deed in connection with the Scheme.

Bonus warrants

14.3 The Company issues bonus warrants in respect of any H Shares held by the Scheme Trustee, unless ot

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14.5 If the Company capitalizes, subdivides, consolidates or reduces its H Shares, the number of Award Shares granted shall be adjusted accordingly in a manner deemed by the Board to be fair and reasonable to prevent dilution or enl]

(other than for reconstruction, amalgamation, or scheme of arrangement) during the Award Period, the Board or its Delegatee shall determine at its discretion whether to accelerate the Vesting Date of any Award and whether Selected Participants are entitled to receive out of the assets available for distribution in liquidation an amount equal to what they would have received for their Awards on an equal basis with the Shareholders.

Compromise or arrangement

14.10 If the Company proposes a compromise or arrangement with its shareholders or creditors for a scheme of reconstruction of the Company or amalgamation with any other company, and the Company issues a notice to its Shareholders convening a general meeting for consideration, and such compromise or arrangement is approved by Shareholders as they deem fit, the Board or its Delegatee shall determine at its discretion whether to accelerate the Vesting Date of any Award.

15. Scheme Limit

15.1 The maximum size of this Scheme shall be the maximum number of H Shares that the Scheme Trustee may acquire through on-market transactions at prevailing market prices using funds provided by the Company not exceeding RMB 23,988,000 in accordance with Rule 8.1 of this Scheme, with the maximum limit of H Shares to be acquired as determined by the Board and/or its Delegatee, and in no event shall it cause the Company to fail to maintain the public float as required by the Listing Rules (as modified by any waiver granted by the Stock Exchange at the time of listing) (the "**Scheme Limit**"). The Company shall not make any further grants that would cause the aggregate number of H Shares underlying all grants made under the Scheme (excluding the Award Shares canceled under the Scheme) to exceed the Scheme Limit without Shareholders' approval.

16. Returned Shares

16.1 For the purposes of the Scheme, the Scheme Trustee shall hold the Returned Shares as specified under the Scheme. When H Shares are deemed to be Returned Shares under the Scheme Rules, the Scheme

17. Interpretation

17.1 Any decision made under the Scheme, including matters related to the interpretation of the Scheme Rules, shall be made by the Board or its Delegatee. The decision of the Board shall be final and binding.

18. Alteration of the Scheme

18.1 Subject to the Scheme Limit, except as provided in this Rule 18, the Board may at any time amend any terms of the Scheme, including but not limited to the manner in which Participants accept awards, and other minor revisions conducive to the administration of the Scheme, provided that any such amendments shall not materially and adversely affect any existing rights of any Selected Participant, and such amendments comply with the requirements of applicable laws and the Listing Rules (as applicable).

18.2 No material amendments to the terms and conditions of the Scheme shall be made, nor shall the authority of the Board to amend any terms of the Scheme be altered, without the prior approval of Shareholders at a general meeting.

18.3 Any changes to the terms of the award grants (other than changes that automatically take effect under the existing terms of the Scheme) shall be

lapsed awards, provided that such cancellation shall not affect any existing rights of any Selected Participant.

19.2 The Company may terminate this Scheme at any time by an ordinary resolution of the Shareholders' meeting or a resolution of the Board, in which case no further awards shall be offered or granted, but the terms of this Scheme shall remain in full force

21. Miscellaneous

21.1 This Scheme shall not form part of any employment contract between the Company or any of its subsidiaries and any Eligible Employee, and the rights and obligations of any Eligible Employee under the terms of his/her office or employment shall not be affected by his/her participation in this Scheme or any rights he/she may have to participate in it. This Scheme also does not grant any Eligible Employee additional rights to compensation or damages for the termination of their office or employment for any reason.

21.2 The Company shall bear the costs of establishing and administering this Scheme, including, for the avoidance of doubt, expenses incurred due to communications referred to in Rule 21.3, expenses incurred by the Scheme Trustee in purchase of H Shares, stamp duty, and normal registration fees related to the transfer of H Shares to Selected Participants on the relevant Vesting Date (i.e., no courier fees shall be charged by any share registrar). For the avoidance of doubt, except for any withholding tax obligations of the Company or any member of the Group, the Company shall not be responsible for any taxes or expenses (or the equivalent cash amount being paid) of any nature payable by any Eligible Employee under applicable laws in connection with the sale, purchase, vesting, or transfer of H Shares.

21.3 Any notice or other communication between the Company and any Eligible Employee may be served by prepaid post or personal delivery, in the case of the Company, at its registered office in Hong Kong or China or such other address as the Company may notify the Eligible Employee from time to time, and in the case of an Eligible Employee, at the address notified by the employee to the Company from time to time, by prepaid mail or personal delivery or hand delivery. In addition, any notice (including a Vesting Notice) or other communication from the Company to any Eligible Employee or Selected Participant may be given by the Scheme Trustee in such electronic form as the Board may deem appropriate.

21.4 Any notice or other communication served by post shall be deemed to

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obtain any consent or approval required to participate in the Scheme as a Selected Participant, or for any tax, expense, cost or any other liability that may arise for any Eligible Employee as a result of participation in the Scheme.

21.6 Each and every provision hereof shall be treated as a separate provision and shall be severally enforceable as a separate provision in the event that any one or more provisions are wholly or partly unenforceable or become unenforceable. If any one or more provisions are unenforceable, such provisions shall be deemed to have been deleted from the Scheme Rules, and any such deletion shall not affect the enforceability of the remaining provisions of the Scheme Rules.

21.7 The Scheme is a share reward scheme involving existing shares of the Company as defined under

11.11 By participating in the Scheme, the Selected Participant agrees to the processing, storage and use of his or her personal data or information by any member of the Group, the Scheme Trustee or other third-party service providers for the purposes of administering and implementing the Scheme in Hong Kong or elsewhere, which consents permits, but is not limited to, the following:

(a) the administration and maintenance of records of the Selected Participant;

(b) provision of data or information to members of the Group, the Scheme Trustee, registrars, brokers or third-party administrators or managers of the Scheme in Hong Kong or elsewhere;

(c) provision of data or information to future acquirers or merger partners of the Company, the Selected Participant's employing company or the business in which the Selected Participant works;

(d) the transfer of data or information regarding the Selected Participant to a country or territory

23. Governing Law

23.1 The Scheme shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the PRC.