
THIS SUPPLEMENTAL CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this Supplemental Circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Ascentage Pharma Group International, you should at once hand this Supplemental Circular, together with the Second Proxy Form, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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ASCENTAGE PHARMA GROUP INTERNATIONAL
亞盛醫藥集團

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 6855)

SUPPLEMENTAL CIRCULAR

- (1) PROPOSED AMENDMENTS TO THE 2021 RSU SCHEME;**
- (2) PROPOSED AMENDMENTS TO THE 2022 RSU SCHEME;**
- (3) PROPOSED AMENDMENTS TO THE POST IPO SHARE OPTION SCHEME;**
- (4) PROPOSED ADOPTION OF THE SCHEME MANDATE LIMIT;**
- (5) PROPOSED ADOPTION OF THE SERVICE PROVIDER SUBLIMIT; AND**
- (6) SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING**

This Supplemental Circular should be read in conjunction with the circular (the “Circular”) of the Company dated April 16, 2025, which has been despatched to the Shareholders on April 16, 2025; and the original notice of AGM dated April 16, 2025. Capitalized terms used in this cover shall have the same meanings as those defined in this Supplemental Circular.

The AGM will be held as originally scheduled at 68 Xinqing Road, Suzhou Industrial Park, Suzhou, Jiangsu, China on May 19, 2025 at 10:00 a.m. A supplemental notice convening the AGM is set out on pages AGM-1 to AGM-3 of this Supplemental Circular. The Second Proxy Form for use at the AGM which contains, among others, the additional resolutions to be proposed at AGM is enclosed with this Supplemental Circular and also published on the websites of The Stock Exchange of Hong Kong Limited (<http://www.hkexnews.hk>) and the Company (<http://www.ascentagepharma.com>).

The Second Proxy Form enclosed herewith shall supersede the First Proxy Form enclosed in the Circular. Shareholders who intend to appoint a proxy to attend the AGM shall complete the enclosed Second Proxy Form in accordance with the instructions printed thereon and return it to the Company’s Hong Kong Branch Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, or via the designated URL (<https://evoting.vistra.com/>) by using the username and password provided on the notification letter sent by the Company as soon as possible but in any event not less than 48 hours before the time appointed for the annual general meeting (i.e. not later than 10:00 a.m. on May 17, 2025) or the adjourned meeting (as the case may be). Completion and return of the Second Proxy Form will not preclude Shareholders from attending and voting in person at the AGM if they so wish.

The Company’s initial public offering of ADSs in the United States was consummated on January 28, 2025 (U.S. Eastern time). The voting rights of holders of the Company’s ADSs are limited by the terms of the deposit agreement (the “Deposit Agreement”), dated as of January 28, 2025, by and among the Company, JPMorgan Chase Bank, N.A., as depositary (the “Depositary”), and all holders and beneficial owners of ADSs issued thereunder. There is no assurance that holders of the Company’s ADSs will receive the voting materials in connection with the AGM in time to ensure that they can instruct the depositary to vote at the AGM to be held on May 19, 2025 the underlying ordinary shares represented by ADSs held by them.

Unless otherwise specified, references to time and dates in this Supplemental Circular are to Hong Kong time and dates.

April 30, 2025

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DEFINITIONS

In this Supplemental Circular, unless the context otherwise requires, the following expressions shall have the following meanings:

“2021 Award(s)”	an award of RSUs under the 2021 RSU Scheme
“2021 RSU Scheme”	the restricted share unit scheme approved by the Board on February 2, 2021 (as amended from time to time)
“2021 RSU Scheme Limit”	the limit on grants of RSUs over new Shares of the Company under the Amended 2021 RSU Scheme, subject to the Shareholders’ approval, which must not exceed 3,133,526 Shares, representing 0.8993% of the issued Shares (excluding treasury Shares) on the Latest Practicable Date
“2022 Award(s)”	an award of RSUs under the 2022 RSU Scheme
“2022 RSU Scheme”	the restricted share unit scheme approved by the Board on June 23, 2022 (as amended from time to time)
“2022 RSU Scheme Limit”	the limit on grants of RSUs over new Shares of the Company under the Amended 2022 RSU Scheme, subject to the Shareholders’ approval, which must not exceed 11,072,695 Shares, representing 3.1778% of the issued Shares (excluding treasury Shares) on the Latest Practicable Date
“ADS(s)”	American depositary share(s), each of which represents 4 Shares
“AGM”	the annual general meeting of the Company to be held at 68 Xinqing Road, Suzhou Industrial Park, Suzhou, Jiangsu, China on May 19, 2025 at 10:00 a.m., to consider and, if appropriate, to approve the resolutions contained in the Original AGM Notice, the Circular, the Supplemental Notice of the AGM and this Supplemental Circular
“Amended 2021 RSU Scheme”	the amended and restated 2021 RSU Scheme proposed by the Board to seek approval from the Shareholders at the AGM

DEFINITIONS

“Amended 2022 RSU Scheme”	the amended and restated 2022 RSU Scheme proposed by the Board to seek approval from the Shareholders at the AGM
“Amended Post IPO Share Option Scheme”	the amended and restated Post IPO Share Option Scheme proposed by the Board to seek approval from the Shareholders at the AGM
“Amendment Date”	the date on which the proposed amendment to the 2021 RSU Scheme, the 2022 RSU Scheme and the Post IPO Share Option Scheme is duly conditionally approved and adopted by the Company
“Articles of Association”	the amended and restated articles of association of the Company (as amended from time to time)
“Board”	the Board of Directors
“China” or “the PRC”	the People’s Republic of China which, for the purpose of this Supplemental Circular, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Circular”	the circular of the Company dated April 16, 2025 in relation to, among others, detailed information on the proposed re-election of retiring Directors, the proposed granting of the issuance mandate and the proposed granting of the Repurchase Mandate which was despatched to the Shareholders on April 16, 2025
“Company”	Ascentage Pharma Group International (亞盛醫藥集團), an exempted company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (stock code: 6855) and the American Depositary Shares of which are listed on Nasdaq Global Market (stock code: AAPG)
“Director(s)”	the director(s) of the Company
“First Proxy Form”	the proxy form which was despatched to the Shareholders along with the Circular
“Group”	the Company and its subsidiaries

DEFINITIONS

“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Branch Share Registrar”	the Hong Kong branch share registrar of the Company, namely, Tricor Investor Services Limited, which is situated at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong
“Individual Limit”	limits on the total number of Shares issued and to be issued in respect of all the options and awards granted to an individual participant under all share schemes of the Group in any twelve months period up to and including the date of such grant, which must not exceed 1% of the issued Shares of the Company from time to time
“Latest Practicable Date”	April 29, 2025, being the latest practicable date prior to the printing of this Supplemental Circular for ascertaining certain information in this Supplemental Circular
“Listing”	the listing of the Shares on the Main Board of the Stock Exchange
“Listing Date”	October 28, 2019, being the date on which the Shares are listed on the Main Board of the Stock Exchange
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“New Rules”	the amendments to the Listing Rules to implement the proposals of the “Consultation Conclusions on Proposed Amendments to Listing Rules relating to Share Schemes of Listed Issuers and Housekeeping Rule Amendment”
“Original AGM Notice”	the notice of the AGM dated April 16, 2025
“Post IPO Share Option Scheme Limit”	the limit on grants of options over new Shares of the Company under the Amended Post IPO Share Option Scheme, subject to the Shareholders’ approval, which must not exceed 14,907,462 Shares, representing 4.2783% of the issued Shares (excluding treasury Shares) on the Latest Practicable Date
“Prospectus”	the prospectus of the Company dated October 16, 2019

DEFINITIONS

“RSU(s)”	restricted share unit(s)
“Scheme Mandate Limit”	collectively, the 2021 RSU Scheme Limit, the 2022 RSU Scheme Limit and the Post IPO Share Option Scheme Limit
“Second Proxy Form”	the proxy form which will be despatched to the Shareholders together with this Supplemental Circular
“Service Provider”	any person who provides services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of the Group, including: (a) supplier of goods or services to any member of the Group; and (b) a person or entity that provides design, research, development or other support or any advisory, consultancy, professional or other services to any member of the Group, provided that any placing agents or financial advisers providing advisory services to the Group for fundraising, mergers or acquisitions and professional services providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity should not be Service Providers for the purpose of the Post IPO Share Option Scheme, the 2021 RSU Scheme and the 2022 RSU Scheme
“Service Provider Sublimit”	a sublimit under the Scheme Mandate Limit for share awards and/or options over new shares of the Company under all share schemes of the Company granted to the Service Providers, which must not exceed 1% of the issued shares of the Company as at the date of the shareholders’ approval of the limit
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of US\$0.0001 each in the issued capital of the Company
“Share Schemes”	the share option schemes and/or share award schemes involving issuance of new Shares and/or ADSs adopted and to be adopted by the Company from time to time

DEFINITIONS

“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Substantial Shareholder(s)”	has the meaning ascribed to it/them under the Listing Rules and unless the context otherwise requires refers to Dr. Yang, Dr. Wang, Dr. Zhai, Dr. Guo, and HealthQuest Pharma Limited
“Supplemental AGM Notice”	the supplemental notice of the AGM dated April 30, 2025, details of which is set out on pages AGM-1 to AGM-3 of this Supplemental Circular
“Supplemental Circular”	this Supplemental Circular
“treasury Shares”	has the meaning ascribed to it in the Listing Rules
“United States”	the United States of America, its territories, its possessions and all areas subject to its jurisdiction
“USD” or “US\$”	United States dollars, the lawful currency of the United States
“%”	per cent

LETTER FROM THE BOARD



ASCENTAGE PHARMA GROUP INTERNATIONAL 亞盛醫藥集團

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 6855)

Executive Director:

Dr. Yang Dajun

Non-executive Directors:

Dr. Wang Shaomeng

Dr. Lu Simon Dazhong

Independent non-executive Directors:

Mr. Ye Changqing

Mr. Ren Wei

Dr. David Sidransky

Ms. Marina S. Bozilenko

Dr. Debra Yu

Marc E. Lippman, MD

Registered Office:

Walkers Corporate Limited

190 Elgin Avenue

George Town

Grand Cayman KY1-9008

Cayman Islands

Headquarters and Principal

Place of Business in China:

68 Xinqing Road

Suzhou Industrial Park

Suzhou, Jiangsu

China

*Principal Place of Business
in Hong Kong:*

Unit B, 17/F, United Centre

95 Queensway

Admiralty

Hong Kong

April 30, 2025

To the Shareholders

Dear Sir/Madam,

SUPPLEMENTAL CIRCULAR

- (1) PROPOSED AMENDMENTS TO THE 2021 RSU SCHEME;**
- (2) PROPOSED AMENDMENTS TO THE 2022 RSU SCHEME;**
- (3) PROPOSED AMENDMENTS TO THE POST IPO SHARE OPTION
SCHEME;**
- (4) PROPOSED ADOPTION OF THE SCHEME MANDATE LIMIT;**
- (5) PROPOSED ADOPTION OF THE SERVICE PROVIDER
SUBLIMIT; AND**
- (6) SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING**

1. INTRODUCTION

References are made to the Original AGM Notice and the Circular, in relation to, among others, resolutions to be proposed at the AGM for consideration and approval.

LETTER FROM THE BOARD

This Supplemental Circular shall be read in conjunction with the Circular. Unless otherwise defined or as defined in the section headed “Definitions” in this Supplemental Circular, capitalized terms used in this Supplemental Circular shall have the same meanings as those defined in the Circular.

The purpose of this Supplemental Circular is to (i) give the Shareholders the Supplemental AGM Notice; and (ii) provide the Shareholders with information in respect of the additional resolutions to be proposed, and if thought fit, to be approved at the AGM in respect of (i) the proposed amendments to the 2021 RSU Scheme; (ii) the proposed amendments to the 2022 RSU Scheme; and (iii) the proposed amendments to the Post IPO Share Option Scheme; (iv) the proposed adoption of the Scheme Mandate Limit; and (v) the proposed adoption of the Service Provider Sublimit, so as to enable Shareholders to make an informed decision on whether to vote for or against such proposed additional resolutions at the AGM.

The Board adopted the 2018 restricted share unit scheme approved on July 6, 2018 (the “**2018 RSU Scheme**”). The Company allotted and issued to the trustee 5,274,657 Shares underlying all the grants under the 2018 RSU Scheme. For principal terms of the 2018 RSU Scheme, please refer to the prospectus of the Company dated October 16, 2019 and the annual report of the Company published on April 16, 2025. Pursuant to FAQ13 No. 1-20, since there were no specified participants when issuing new shares to the trustee, the Stock Exchange would not grant listing approval for the issue of new shares under the 2018 RSU Scheme. The 2018 RSU Scheme would be deemed a share scheme involving the grant of new Shares of the Company for the purposes of the New Rules and thus the terms of 2018 RSU Scheme shall comply with the New Rules. However, the Company is not proposing to amend the rules of the 2018 RSU Scheme as it has decided to terminate the 2018 RSU Scheme. As of the Latest Practicable Date, there are 6,294 utilized Shares under the 2018 RSU Scheme and there are no more outstanding RSUs thereunder. It is expected that, following the termination of the 2018 RSU Scheme, the trustee of the 2018 RSU Scheme will sell the abovementioned unutilized Shares through on-market transactions and return the net proceeds to the Company.

2. PROPOSED AMENDMENTS TO THE 2021 RSU SCHEME

The 2021 RSU Scheme was approved and adopted by the Board on February 2, 2021. The purpose of the 2021 RSU Scheme is to incentivize the existing and incoming Directors, senior management and employees for their contribution to the Group, and to attract, motivate and retain skilled and experienced personnel to strive for the future development and expansion of the Group by providing them with the opportunity to own equity interests in the Company. Details of the 2021 RSU Scheme are set out in the announcement of the Company dated February 2, 2021.

Pursuant to the New Rules, both share option schemes and share award schemes involving the grant of new shares or options over new shares of the listed issuer are governed by Chapter 17 of the Listing Rules with effect from January 1, 2023.

LETTER FROM THE BOARD

As a result of the aforesaid amendments, the 2021 RSU Scheme constitutes a share scheme involving the grant of new Shares of the Company for the purposes of the New Rules, and thus the terms of 2021 RSU Scheme shall comply with the New Rules. Pursuant to the New Rules, share schemes involving the grant of new shares must be approved by shareholders of the listed issuer in a general meeting. Accordingly, in observance of the applicable requirements under the New Rules, the Board proposes to amend the 2021 RSU Scheme to bring it in line with the New Rules.

The maximum number of Shares (the “**2021 RSU Scheme Limit**”) that may be issued under the 2021 RSU Scheme has remained to be 3,133,526 Shares, representing 0.8993% of the total number of Shares in issue (excluding treasury Shares) as of the Latest Practicable Date, and the term of the 2021 RSU Scheme has remained to be ten years from the Adoption Date (i.e., February 2, 2021). As of the Latest Practicable Date, 1,824,723 Shares underlying awards granted under the 2021 RSU Scheme were issued by the Company.

The key changes entailed by the proposed amendments to the 2021 RSU Scheme are summarized below as follows:

- (a) to adopt the 2021 RSU Scheme Limit and to bring the requirement of Shareholders’ approval for granting 2021 Awards beyond the 2021 RSU Scheme Limit;
- (b) to adopt the Scheme Mandate Limit and to bring the requirement of Shareholders’ approval for refreshment of the Scheme Mandate Limit;
- (c) to bring the requirement of Shareholders’ approval for the renewal of the 2021 RSU Scheme Limit;
- (d) to adopt the Service Provider Sublimit and to bring the requirement of Shareholders’ approval for refreshment of the Service Provider Sublimit;
- (e) to adopt the Individual Limit and to bring the requirement of approval by the independent Shareholders for any grant of 2021 Awards to an individual participant under the Amended 2021 RSU Scheme that exceeds the Individual Limit;
- (f) to bring the requirement for granting 2021 Awards to a Director, chief executive or Substantial Shareholder of the Company, or any of their respective associates;
- (g) to bring the requirement for restriction on the time of grant of 2021 Awards;
- (h) to adopt a minimum vesting period of 12 months in respect of any 2021 Award save where the grant of 2021 Awards to certain employee participants are subject to a shorter vesting period under specific circumstances at the discretion of the Board and to explain why such arrangements are appropriate and align with the purpose of the Amended 2021 RSU Scheme;

LETTER FROM THE BOARD

- (i) to clarify that no performance target is required before the vesting except as otherwise imposed by the Board (or any duly authorized committee or person by the Board);
- (j) to bring the requirement of abstention of voting by trustee holding unvested Shares, whether directly or indirectly;
- (k) to bring the requirement for Shareholders' approval for any alterations to the provisions of the Amended 2021 RSU Scheme relating to the matters set out in Rule 17.03 of the Listing Rules;
- (l) to clarify cancelled Awards will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit; and
- (m) to include other amendments for house-keeping purposes and to better align the wording with that of the Listing Rules.

Details of the proposed amendments to the 2021 RSU Scheme are set out in Appendix I to this Supplemental Circular. The Board considers that the Amended 2021 RSU Scheme is in compliance with the requirements under the New Rules.

The Directors (including the independent non-executive Directors) consider that the proposed terms relating to the scope of eligible persons, the vesting period and performance arrangement, the purchase price determination and clawback mechanism as set forth in the terms of the Amended 2021 RSU Scheme are in line with the purpose of the Amended 2021 RSU Scheme, because it incentivize employees of the Company who are critical for the business of the Company, to perform better and to maintain long-term relationship with the Company, aligning their interests with the success of the Company.

Basis of eligibility of the participants under the Amended 2021 RSU Scheme

Eligible participants under the Amended 2021 RSU Scheme include (i) existing or incoming employees, directors (whether executive or non-executive) or officers of the Company or any member of the Group, or (ii) a Service Provider. The basis of eligibility of any Selected Person for the grant of RSUs shall be determined by the Board from time to time on the basis of their contribution to the development and growth of the Group or such other factors as the Board may deem appropriate.

In determining eligibility of existing or incoming employees, directors (whether executive or non-executive) or officers of the Company or any member of the Group, the Board may take into account factors including, among others, (i) his/her skill, knowledge, experience, expertise and other relevant personal qualities, (ii) educational and professional qualifications, and knowledge in the industry, (iii) performance, length of employment with the Group, nature of duties and position within the Group, (iv) his/her adherence to the Group's culture and values, or (v) the contribution and potential contribution to the development of the Group.

LETTER FROM THE BOARD

Service Providers include any consultant who are experts in research and development, clinical trials and academia who provides consultancy services and/or other professional services to any member of the Group in connection with drug development and clinical trials in the ordinary and usual course of business of the Group which is in the interests of the long term growth of the Group, provided that any placing agents or financial advisers providing advisory services to the Group for fundraising, mergers or acquisitions and professional services providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity should not be Service Providers.

In determining the eligibility for such consultant to be a participant of the Amended 2021 RSU Scheme, the Board shall, in its absolute discretion, take into account, among others, (i) the skill, knowledge and expertise of the relevant consultant including his or her capability and technical know-how; (ii) his or her experience and network in the pharmaceutical industry and the academia; (iii) his or her research and development capability as well as his or her capability and know-how as to the conduct of clinical trials; (iv) the frequency of collaboration and length of business relationship with the Group; (v) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties and the relevant replacement costs); (vi) the background, reputation and track record of the relevant consultant; (vii) the potential and/or actual contribution to the business affairs of the Group, and in particular, whether such consultant could bring positive impacts to the Group's business, such as drug development and/or commercialization, an increase in revenue or profits or a reduction in costs attributable to or brought by services provided by such consultant; and (viii) other factors, including but not limited to the synergy between the relevant consultant and the Group.

The Board (including the independent non-executive Directors) is of the view that the inclusion of such consultants as Service Providers and the criteria for determining the eligibility of such consultant to become a participant of the Amended 2021 RSU Scheme are in line with the purpose of the Amended 2021 RSU Scheme and the long-term interests of the Company and its Shareholders. The inclusion of consultants as Service Providers aligns with the Group's business needs and industry norms due to their critical role in supporting the core business operations of the Group by contributing their advice to the success of drug development, clinical trials and commercialization.

Adoption Conditions for the Amended 2021 RSU Scheme

The adoption of the proposed amendments to the 2021 RSU Scheme is conditional upon the fulfillment of the following conditions:

- (a) the passing of ordinary resolutions by the Shareholders at the AGM approving the proposed amendments to the 2021 RSU Scheme; and

LETTER FROM THE BOARD

- (b) the Listing Committee of the Stock Exchange granting or confirming the approval for the listing of, and permission to deal in, all the new Shares which may be allotted and issued under the Scheme Mandate Limit.

In relation to the condition set out in (a) above, the AGM will be held for the Shareholders to consider and, if thought fit, approve, inter alia, the proposed amendments to the 2021 RSU Scheme. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the relevant resolution to approve the proposed amendments to the 2021 RSU Scheme at the AGM. In relation to the condition set out in (b) above, an application will be made to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, all the new Shares which may be allotted and issued under the Scheme Mandate Limit, being 29,113,683 Shares underlying all the awards and/or options under the Amended 2021 RSU Scheme, the Amended 2022 RSU Scheme and the Amended Post IPO Share Option Scheme.

3. PROPOSED AMENDMENTS TO THE 2022 RSU SCHEME

The 2022 RSU Scheme was approved and adopted by the Board on June 23, 2022. The purpose of the 2022 RSU Scheme is to incentivize the existing and incoming Directors, senior management and employees for their contribution to the Group, and to attract, motivate and retain skilled and experienced personnel to strive for the future development and expansion of the Group by providing them with the opportunity to own equity interests in the Company. Details of the 2022 RSU Scheme are set out in the announcements of the Company dated June 23, 2022 and July 14, 2022.

Pursuant to the New Rules, both share option schemes and share award schemes involving the grant of new shares or options over new shares of the listed issuer are governed by Chapter 17 of the Listing Rules with effect from January 1, 2023.

As a result of the aforesaid amendments, the 2022 RSU Scheme constitutes a share scheme involving the grant of new Shares of the Company for the purposes of the New Rules, and thus the terms of 2022 RSU Scheme shall comply with the New Rules. Pursuant to the New Rules, share schemes involving the grant of new shares must be approved by shareholders of the listed issuer in a general meeting. Accordingly, in observance of the applicable requirements under the New Rules, the Board proposes to amend the 2022 RSU Scheme to bring it in line with the New Rules.

The maximum number of Shares (the “**2022 RSU Scheme Limit**”) that may be issued under the 2022 RSU Scheme shall be 11,072,695 Shares, representing 3.1778% of the total number of Shares in issue (excluding treasury Shares) as of the Latest Practicable Date, and the term of the 2022 RSU Scheme has remained to be ten years from the Adoption Date (i.e., June 23, 2022). As of the Latest Practicable Date, 2,165,000 Shares underlying awards granted under the 2022 RSU Scheme were acquired by the trustee established for such scheme. The trustee is an independent third party.

LETTER FROM THE BOARD

The key changes entailed by the proposed amendments to the 2022 RSU Scheme are summarized below as follows:

- (a) to adopt the 2022 RSU Scheme Limit and to bring the requirement of Shareholders' approval for granting 2022 Awards beyond the 2022 RSU Scheme Limit;
- (b) to adopt the Scheme Mandate Limit and to bring the requirement of Shareholders' approval for refreshment of the Scheme Mandate Limit;
- (c) to bring the requirement of Shareholders' approval for the renewal of the 2022 RSU Scheme Limit;
- (d) to adopt the Service Provider Sublimit and to bring the requirement of Shareholders' approval for refreshment of the Service Provider Sublimit;
- (e) to adopt the Individual Limit and to bring the requirement of approval by the independent Shareholders for any grant of 2022 Awards to an individual participant under the Amended 2022 RSU Scheme that exceeds the Individual Limit;
- (f) to bring the requirement for granting 2022 Awards to a Director, chief executive or Substantial Shareholder of the Company, or any of their respective associates;
- (g) to bring the requirement for restriction on the time of grant of 2022 Awards;
- (h) to adopt a minimum vesting period of 12 months in respect of any 2022 Award save where the grant of 2022 Awards to certain employee participants are subject to a shorter vesting period under specific circumstances at the discretion of the Board and to explain why such arrangements are appropriate and align with the purpose of the Amended 2022 RSU Scheme;
- (i) to clarify that no performance target is required before the vesting except as otherwise imposed by the Board (or any duly authorized committee or person by the Board);
- (j) to bring the requirement of abstention of voting by trustee holding unvested Shares, whether directly or indirectly;
- (k) to bring the requirement for Shareholders' approval for any alterations to the provisions of the Amended 2022 RSU Scheme relating to the matters set out in Rule 17.03 of the Listing Rules;
- (l) to clarify cancelled Awards will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit; and

LETTER FROM THE BOARD

- (m) to include other amendments for house-keeping purposes and to better align the wording with that of the Listing Rules.

Details of the proposed amendments to the 2022 RSU Scheme are set out in Appendix II to this Supplemental Circular. The Board considers that the Amended 2022 RSU Scheme is in compliance with the requirements under the New Rules.

The Directors (including the independent non-executive Directors) consider that the proposed terms relating to the scope of eligible persons, the vesting period and performance arrangement, the purchase price determination and clawback mechanism as set forth in the terms of the Amended 2022 RSU Scheme are in line with the purpose of the Amended 2022 RSU Scheme, because it incentivize employees of the Company who are critical for the business of the Company, to perform better and to maintain long-term relationship with the Company, aligning their interests with the success of the Company.

Basis of eligibility of the participants under the Amended 2022 RSU Scheme

Eligible participants under the Amended 2022 RSU Scheme include (i) existing or incoming employees, directors (whether executive or non-executive) or officers of the Company or any member of the Group, or (ii) a Service Provider. The basis of eligibility of any Selected Person for the grant of RSUs shall be determined by the Board from time to time on the basis of their contribution to the development and growth of the Group or such other factors as the Board may deem appropriate.

In determining eligibility of existing or incoming employees, directors (whether executive or non-executive) or officers of the Company or any member of the Group, the Board may take into account factors including, among others, (i) his/her skill, knowledge, experience, expertise and other relevant personal qualities, (ii) educational and professional qualifications, and knowledge in the industry, (iii) performance, length of employment with the Group, nature of duties and position within the Group, (iv) his/her adherence to the Group's culture and values, or (v) the contribution and potential contribution to the development of the Group.

Service Providers include any consultant who are experts in research and development, clinical trials and academia who provides consultancy services and/or other professional services to any member of the Group in connection with drug development and clinical trials in the ordinary and usual course of business of the Group which is in the interests of the long term growth of the Group, provided that any placing agents or financial advisers providing advisory services to the Group for fundraising, mergers or acquisitions and professional services providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity should not be Service Providers.

In determining the eligibility for such consultant to be a participant of the Amended 2022 RSU Scheme, the Board shall, in its absolute discretion, take into account, among others, (i) the skill, knowledge and expertise of the relevant consultant including his or her capability and technical know-how; (ii) his or her experience and network in the pharmaceutical industry and

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the academia; (iii) his or her research and development capability as well as his or her capability and know-how as to the conduct of clinical trials; (iv) the frequency of collaboration and length of business relationship with the Group; (v) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties and the relevant replacement costs); (vi) the background, reputation and track record of the relevant consultant; (vii) the potential and/or actual contribution to the business affairs of the Group, and in particular, whether such consultant could bring positive impacts to the Group's business, such as drug development and/or commercialization, an increase in revenue or profits or a reduction in costs attributable to or brought by services provided by such consultant; and (viii) other factors, including but not limited to the synergy between the relevant consultant and the Group.

The Board (including the independent non-executive Directors) is of the view that the inclusion of such consultants as Service Providers and the criteria for determining the eligibility of such consultant to become a participant of the Amended 2022 RSU Scheme are in line with the purpose of the Amended 2022 RSU Scheme and the long-term interests of the Company and its Shareholders. The inclusion of consultants as Service Providers aligns with the Group's business needs and industry norms due to their critical role in supporting the core business operations of the Group by contributing their advice to the success of drug development, clinical trials and commercialization.

Adoption Conditions for the Amended 2022 RSU Scheme

The adoption of the proposed amendments to the 2022 RSU Scheme is conditional upon the fulfillment of the following conditions:

- (a) the passing of ordinary resolutions by the Shareholders at the AGM approving the proposed amendments to the 2022 RSU Scheme; and
- (b) the Listing Committee of the Stock Exchange granting or confirming the approval for the listing of, and permission to deal in, all the new Shares which may be allotted and issued under the Scheme Mandate Limit.

In relation to the condition set out in (a) above, the AGM will be held for the Shareholders to consider and, if thought fit, approve, inter alia, the proposed amendments to the 2022 RSU Scheme. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the relevant resolution to approve the proposed amendments to the 2022 RSU Scheme at the AGM. In relation to the condition set out in (b) above, an application will be made to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, all the new Shares which may be allotted and issued under the Scheme Mandate Limit, being 29,113,683 Shares underlying all the awards and/or options under the Amended 2021 RSU Scheme, the Amended 2022 RSU Scheme and the Amended Post IPO Share Option Scheme.

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4. PROPOSED AMENDMENTS TO THE POST IPO SHARE OPTION SCHEME

The Post IPO Share Option Scheme was conditionally approved and adopted by the Shareholders on September 28, 2019. The purpose of the Post IPO Share Option Scheme is to enable the Company to grant options to eligible participants as incentives or rewards for their contribution or potential contribution to the Group and to provide the eligible participants an opportunity to have a personal stake in the Company with the view to motivate the eligible participants to optimize their performance efficiency for the benefit of the Group; attract and retain or otherwise maintain on-going business relationship with the eligible participants whose contributions are or will be beneficial to the long-term growth of the Group; and/or for such purposes as the Board may approve from time to time.. Details of the Post IPO Share Option Scheme are set out in “Appendix IV Statutory and General Information – D. Employee Incentive Schemes – 2. Post IPO Share Option Scheme” in the Prospectus. As of the date of this Supplemental Circular, no option has been granted, exercised, cancelled or lapsed since the Post IPO Share Option Scheme was adopted.

In light of the New Rules relating to the amendments to Chapter 17 of the Listing Rules, the Directors propose to seek approval from the Shareholders at the AGM for certain amendments to be made to the Post IPO Share Option Scheme to, among other things, bring the Post IPO Share Option Scheme in alignment with the New Rules. As the proposed amendments to the Post IPO Share Option Scheme are considered to be material in nature, the proposed amendments to the Post IPO Share Option Scheme will be subject to approval by the Shareholders at the AGM.

The maximum number of Shares that may be issued under the Amended Post IPO Share Option Scheme shall be 14,907,462 Shares, representing 4.2783% of the total number of Shares in issue (excluding treasury Shares) as of the Latest Practicable Date (the “**Post IPO Share Option Scheme Limit**”, together with the 2021 RSU Scheme Limit and the 2022 RSU Scheme Limit, the “**Scheme Mandate Limit**”), and the term of such scheme is for a period commencing on the Listing Date and ending on the tenth anniversary of the Listing Date (both dates inclusive).

The key changes entailed by the proposed amendments to the Amended Post IPO Share Option Scheme are summarized below as follows:

- (a) to amend the definition of “Eligible Participant” and elaborate the basis of determination of the “Eligible Participant” to an option;
- (b) to adopt the Post IPO Share Option Scheme Limit;
- (c) to adopt the Scheme Mandate Limit and to bring the requirement of Shareholders’ approval for refreshment of the Scheme Mandate Limit;
- (d) to bring the requirement of Shareholders’ approval for the renewal of the Post IPO Share Option Scheme Limit;

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- (e) to bring the requirement for restriction on the time of grant, acceptance and vesting of Options if any Option is proposed to be granted to a Director;
- (f) to bring the requirement for granting Options to a Director, chief executive officer or Substantial Shareholder of the Company, or any of their respective associates;
- (g) to adopt a minimum vesting period of 12 months save where the grant of Options to certain employee participants are subject to a shorter vesting period under specific circumstances at the discretion of the Board and to explain why such arrangements are appropriate and align with the purpose of the Amended Post IPO Share Option Scheme;
- (h) to clarify that no performance target is required before the vesting except as otherwise imposed by the Board (or any duly authorized committee or person by the Board);
- (i) to adopt the Service Provider Sublimit and to bring the requirement of Shareholders' approval for refreshment of the Service Provider Sublimit;
- (j) to require the approval of any change to the terms of the Options granted to a Grantee by the Board, the Remuneration Committee, the independent non-executive Directors and/or the shareholders of the Company, 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 of the Company, as the case may be;
- (k) to clarify cancelled Options will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit; and
- (l) to include other amendments for house-keeping purposes and to better align the wording with that of the Listing Rules.

Details of the proposed amendments to the Post IPO Share Option Scheme are set out in Appendix III to this Supplemental Circular. The Board considers that the Amended Post IPO Share Option Scheme is in compliance with the requirements under the New Rules.

The Directors (including the independent non-executive Directors) consider that the proposed terms relating to the scope of eligible participants, the vesting period and performance arrangement, the purchase price determination and clawback mechanism as set forth in the terms of the Amended Post IPO Option Scheme are in line with the purpose of the Amended Post IPO Option Scheme, because it incentivize employees of the Company who are critical for the business of the Company, to perform better and to maintain long-term relationship with the Company, aligning their interests with the success of the Company.

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Basis of eligibility of the participants under the Amended Post IPO Share Option Scheme

Eligible participants under the Amended Post IPO Share Option Scheme include (i) any executive director of, manager of, or other employee holding an executive, managerial, supervisory or similar position in any member of the Group, any full-time or part-time employee, or a person for the time being seconded to work full-time or part-time for any member of the Group; (ii) a director or proposed director (including an independent non-executive director) of any member of the Group; ((i) and (ii) collectively, the “**Employee Participant**”); or (iii) a Service Provider. The basis of eligibility of any Eligible Participant to the grant of any Options shall be determined by the Board (or as the case may be, where required under the Listing Rules, the independent non-executive directors) from time to time on the basis of the Eligible Participant’s contribution or potential contribution to the development and growth of the Group.

In determining eligibility of the Employee Participant, the Board may take into account factors including, among others, (i) his/her skill, knowledge, experience, expertise and other relevant personal qualities, (ii) educational and professional qualifications, and knowledge in the industry, (iii) performance, length of employment with the Group, nature of duties and position within the Group, (iv) his/her adherence to the Group’s culture and values, or (v) the contribution and potential contribution to the development of the Group.

Service Providers include any consultant who are experts in research and development, clinical trials and academia who provides consultancy services and/or other professional services to any member of the Group in connection with drug development and clinical trials in the ordinary and usual course of business of the Group which is in the interests of the long term growth of the Group, provided that any placing agents or financial advisers providing advisory services to the Group for fundraising, mergers or acquisitions and professional services providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity should not be Service Providers.

In determining the eligibility for such consultant to be a participant of the Amended Post IPO Share Option Scheme, the Board shall, in its absolute discretion, take into account, among others, (i) the skill, knowledge and expertise of the relevant consultant including his or her capability and technical know-how; (ii) his or her experience and network in the pharmaceutical industry and the academia; (iii) his or her research and development capability as well as his or her capability and know-how as to the conduct of clinical trials; (iv) the frequency of collaboration and length of business relationship with the Group; (v) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties and the relevant replacement costs); (vi) the background, reputation and track record of the relevant consultant; (vii) the potential and/or actual contribution to the business affairs of the Group, and in particular, whether such consultant could bring positive impacts to the Group’s business, such as drug development and/or commercialization, an increase in revenue or profits or a reduction in costs attributable to or brought by services provided by such consultant; and (viii) other factors, including but not limited to the synergy between the relevant consultant and the Group.

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The Board (including the independent non-executive Directors) is of the view that the inclusion of such consultants as Service Providers and the criteria for determining the eligibility of such consultant to become a participant of the Amended Post IPO Share Option Scheme are in line with the purpose of the Amended Post IPO Share Option Scheme and the long-term interests of the Company and its Shareholders. The inclusion of consultants as Service Providers aligns with the Group's business needs and industry norms due to their critical role in supporting the core business operations of the Group by contributing their advice to the success of drug development, clinical trials and commercialization.

Adoption Conditions for the Amended Post IPO Share Option Scheme

The adoption of the proposed amendments to the Post IPO Share Option Scheme is conditional upon the fulfillment of the following conditions:

- (a) the passing of ordinary resolutions by the Shareholders at the AGM approving (i) the proposed amendments to the Post IPO Share Option Scheme; and (ii) the proposed refresh of the Scheme Mandate Limit; and
- (b) the Listing Committee of the Stock Exchange granting or confirming the approval for the listing of, and permission to deal in, all the new Shares which may be allotted and issued under the Scheme Mandate Limit.

In relation to the condition set out in (a) above, the AGM will be held for the Shareholders to consider and, if thought fit, approve, inter alia, the proposed amendments to the Post IPO Share Option Scheme. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the relevant resolution to approve the proposed amendments to the Post IPO Share Option Scheme at the AGM. In relation to the condition set out in (b) above, an application will be made to the Listing Committee for the listing of, and permission to deal in, all the new Shares which may be allotted and issued under the Scheme Mandate Limit, being 29,113,683 Shares underlying all the awards and/or options under the Amended 2021 RSU Scheme, the Amended 2022 RSU Scheme and the Amended Post IPO Share Option Scheme.

5. PROPOSED ADOPTION OF THE SCHEME MANDATE LIMIT

In light of the New Rules, the Board has resolved to propose the adoption of the Scheme Mandate Limit, being a mandate granted to the Board to grant share options, RSUs and any other share options and/or awards over new Shares of the Company under all share schemes of the Company up to the limit of 10% of the total number of issued Shares (excluding treasury Shares) as at the date of the Shareholders' approval of the limit, subject to the approval by the Shareholders of the Company at the AGM. The said Scheme Mandate Limit shall be 29,113,683 Shares, representing 8.3553% of the total number of Shares in issue (excluding treasury Shares) as of the Latest Practicable Date.

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An application will be made to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, all the new Shares which may be allotted and issued under the Scheme Mandate Limit, being 29,113,683 Shares underlying the awards and/or options under the 2021 RSU Scheme, the 2022 RSU Scheme and the Post IPO Share Option Scheme.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the relevant resolution to approve the proposed adoption of the Scheme Mandate Limit at the AGM.

6. PROPOSED ADOPTION OF THE SERVICE PROVIDER SUBLIMIT

As the scope of eligible participants shall be expanded to include Service Providers, the Board considers that it is appropriate to adopt a "service provider sublimit" (the "**Service Provider Sublimit**") within the Scheme Mandate Limit in accordance with Rule 17.03A(1) of the Listing Rules.

Accordingly, the total number of awards and/or share options which may be granted under the Share Schemes and any other share schemes of the Company to the Service Providers from time to time shall not exceed 1% of the total number of Shares in issue (excluding treasury Shares) on the Amendment Date. Thus, the Service Provider Sublimit in respect of the Share Schemes shall be 3,483,089 Shares, being 1% of the total number of Shares in issue (excluding treasury Shares) at the Latest Practicable Date assuming that no new Shares are issued or repurchased by the Company prior to the AGM.

The basis of determination of the Service Provider Sublimit included the potential dilution effect on the Shares arising from grants to the Service Providers, the actual or expected increase in the Group's revenue or profits which shall be attributable to the Service Providers and the extent of use of the Service Provider in the Group's business. The Group also values long-standing relationships with its Service Providers such as suppliers, customers, medical experts, and other business associates, who are key to the Group's success. The Group believes that, through engaging, collaborating, and cultivating strong relationships with the Service Providers, the Group can strive to achieving corporate sustainability, delivering high quality products to its potential customers and developing mutual trust and enhancing communication and commitment between the Group and its suppliers to maintain sustainable growth.

In determining the Service Provider Sublimit, the Directors consider that it is important to ensure that each share schemes of the Company will be attractive and is able to provide sufficient incentives to Service Providers who are able to contribute to the sales and R&D of the Group, all of which being core functions on which the Group relies in its ordinary and usual course of business.

Taking into account (i) the hiring practice, organizational structures and business models of the Group; (ii) the benefit to and needs of the Group to provide long-term equity incentives to maintain the recurring and continuing contributions of the Service Providers in relation to day-to-day operations and core business functions of the Group; (iii) the minimal potential dilution to the shareholding of public Shareholders following the exercise of the options and/or

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vesting of the awards to be granted to Service Providers under the Service Provider Sublimit; and (iv) the fact that the individual limit under Rule 17.03D(1) of the Listing Rules is also 1%, that there is no other share schemes involving grant of options over new Shares of the Company, the Board is of the view that the Service Provider Sublimit is appropriate and reasonable. The Service Provider Sublimit is subject to separate approval by the Shareholders at the AGM.

The passing of the ordinary resolution in relation to the proposed adoption of the Service Provider Sublimit shall be conditional upon the passing of the ordinary resolution in relation to the proposed adoption of the Scheme Mandate Limit.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the relevant resolution to approve the proposed adoption of the Service Provider Sublimit at the AGM.

7. ANNUAL GENERAL MEETING AND PROXY ARRANGEMENT

The AGM will be held as originally scheduled at 68 Xinqing Road, Suzhou Industrial Park, Suzhou, Jiangsu, China on May 19, 2025 at 10:00 a.m.. The Original AGM Notice and the First Proxy Form has been issued with the Circular and also published on the websites of the Stock Exchange (<http://www.hkexnews.hk>) and the Company (<http://www.ascentagepharma.com>). The Supplemental AGM Notice is set out on pages AGM-1 to AGM-3 of this Supplemental Circular. The Second Proxy Form for use at the AGM which contains, among others, the additional resolutions to be proposed at AGM is enclosed with this Supplemental Circular and also published on the websites of the Stock Exchange and the Company.

The Second Proxy Form enclosed herewith shall supersede the First Proxy Form enclosed in the Circular. Shareholders who intend to appoint a proxy to attend the AGM shall complete the enclosed Second Proxy Form in accordance with the instructions printed thereon and return it to the Company's Hong Kong Branch Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, or via the designated URL (<https://evoting.vistra.com/>) by using the username and password provided on the notification letter sent by the Company as soon as possible but in any event not less than 48 hours before the time appointed for the AGM (i.e. not later than 10:00 a.m. on May 17, 2025) or the adjourned meeting (as the case may be). Completion and return of the Second Proxy Form will not preclude Shareholders from attending and voting in person at the AGM if they so wish.

8. RECOMMENDATION

The Directors consider that the proposed resolutions set out in the Original AGM Notice and the Supplemental AGM Notice are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favor of all resolutions as set out in the Original AGM Notice and the Supplemental AGM Notice.

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9. ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in the appendices to this Supplemental Circular.

10. RESPONSIBILITY STATEMENT

This Supplemental Circular, for which the Directors of the Company collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this Supplemental Circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters, the omission of which would make any statement herein or this Supplemental Circular misleading.

By Order of the Board
Ascentage Pharma Group International
Dr. Yang Dajun
Chairman and Executive Director

RULES

OF

ASCENTAGE PHARMA GROUP
INTERNATIONAL

RESTRICTED SHARE UNIT SCHEME 2021

Adopted on February 2, 2021 and amended on
May 19, 2025

The following is the full text of the rules of the 2021 RSU Scheme, and the proposed amendments to which are indicated by underlined and strikethrough text for easy reference.

RULES

OF

ASCENTAGE PHARMA GROUP INTERNATIONAL RESTRICTED SHARE UNIT SCHEME

1. Purpose

The purpose of this Scheme is to incentivize the existing and incoming directors, senior management and employees for their contribution to our Group, to attract, motivate and retain skilled and experienced personnel to strive for the future development and expansion of the Group by providing them with the opportunity to own equity interests in the Company.

2. Definitions and interpretation

2.1 *Defined Terms*

In these Rules, except where the context otherwise requires, the following expressions shall have the following meanings:

“Adoption Date” means the date of the adoption of this Scheme by the Board of the Company on February 2, 2021, and not being the Amendment Date for the avoidance of doubt;

“Amendment Date” means May 19, 2025 (the date on which amendment to this Scheme is duly conditionally approved and adopted by the Company);

“Articles” means the articles of association of the Company (as amended from time to time);

“Award(s)” means award(s) of RSUs granted to a Selected Person pursuant to this Scheme;

“Award Period” means the period during which the Award can be vested, which will be notified by the Board to each Selected Person at the time of making an offer of any Award, which shall not be longer than ten (10) years from the Grant Date of the Award;

“Auditors” means the auditors of the Company, as appointed from time to time;

“Board” means the board of directors of the Company or a duly authorized committee ~~of the board of directors~~ thereof;

“Board Lot” means 100 Shares;

“Business Day” a day (other than a Saturday or Sunday or days on which a tropical cyclone warning number 8 or above or a “black” rain warning signal is hoisted in Hong Kong at any time between 9 am and 5 pm) on which the Stock Exchange is open for trading and clearing banks in Hong Kong and the PRC are open for transactions of normal banking business;

“Company” means Ascentage Pharma Group International, a company incorporated under the laws of the Cayman Islands with limited liability on November 17, 2017;

“Directors” means the directors of the Company and **“Director”** shall be construed accordingly;

“Eligible Persons” means persons eligible to receive RSUs under this Scheme, who are existing or incoming employees, directors (whether executive or non-executive) or officers of the Company or any member of the Group or a Service Provider;

“Grant Date” means the date on which RSUs, are granted under this Scheme pursuant to a Grant Letter, as described in Rule 5.4;

“Grant Letter” means the letter pursuant to which RSUs are granted to a Selected Person, as described in Rule 5.3;

“Group” means the Company, its subsidiaries and companies whose financial results have been consolidated and accounted as the subsidiaries of the Company by virtue of the contractual arrangements; a **“member of the Group”** shall mean any of the aforesaid companies;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

~~**“Inside Information”** has the meaning given under Part XIVA of the SFO;~~

“Listing Date” means October 28, 2019, on which the Shares were listed and from which dealings therein were permitted to take place on the Stock Exchange;

“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;

“Participant(s)” means a Selected Person who accepts the offer of the grant of RSUs in accordance with the terms of this Scheme;

“PRC” means the People’s Republic of China, and for the purpose of this Scheme, exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;

“Remuneration Committee” the remuneration committee of the Company established pursuant to the Listing Rules;

“RSUs” means restricted share units, each restricted share unit represents one underlying Share, and represent a conditional right granted to any Selected Person under this Scheme to obtain the corresponding economic value of the underlying Shares, less any tax, stamp duty and other charges applicable, as determined by the Board in its absolute discretion;

“Rules” means the rules of this Scheme as amended from time to time;

“Scheme” means the restricted share unit scheme constituted and governed by the rules in this document, as amended from time to time;

“Scheme Period” means the period of ten (10) years commencing from the Adoption Date, or until this Scheme is terminated pursuant to Rule ~~16~~17, whichever is earlier;

“Selected Person(s)” means Eligible Persons selected by the Board to be granted RSUs under this Scheme at its discretion;

“Service Provider(s)” means any person who provides services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of the Group, including: (a) supplier of goods or services to any member of the Group; and (b) a person or entity that provides design, research, development or other support or any advisory, consultancy, professional or other services to any member of the Group, provided that any placing agents or financial advisers providing advisory services to the Group for fundraising, mergers or acquisitions and professional services providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity should not be Service Providers for the purpose of the Scheme;

“Service Provider Sublimit” has the meaning scribed to it in Rule 13;

“SFO” means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), as amended from time to time;

“Shareholders” means the shareholders of the Company;

“Shares” means Ordinary Shares of US\$0.0001 each in the issued share capital of the Company (or of such other nominal amount as shall result from other sub-division or a consolidation of the share capital of the Company from time to time);

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“Trustee” means the trustee(s) to be appointed by the Board to hold Shares for the purpose of this Scheme; and

“**Vesting Date**” means any Share held by the Trustee on behalf of a Participant pursuant to the provisions of the Rules vests in such Participant in accordance with the vesting schedule (if any) as set out in the grant letter; and

“**Vesting Notice**” means a notice to be sent by the Company to each of the relevant Participants after the vesting criteria, conditions and time schedule have been reached, fulfilled, satisfied or waived, as described in Rule 6.2.

2.2 Headings are inserted for reference only and shall be ignored in the interpretation of these Rules. Unless the context otherwise requires, references herein to Rules are to provisions of these Rules, references to persons includes corporations and vice versa, singular includes the plural and vice versa and references to a gender shall include all genders.

2.3 References to any document in these Rules are to that document as amended, consolidated, supplemented, novated or replaced from time to time.

2.4 References to statutes, statutory provisions or the Listing Rules shall be construed as references to those statutes, provisions or rules as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date of this Scheme).

3. Duration and administration

3.1 *Term of this Scheme*

Subject to Rule 17, this Scheme shall be valid and effective for a period of ten (10) years, commencing on the Adoption Date, after which period no further Awards shall be granted or accepted, but the provisions of this Scheme shall remain in full force and effect in order to give effect to the vesting of Awards granted and accepted prior to the expiration of the Scheme Period. Awards granted hereunder shall continue to be exercisable subject to the terms of this Scheme and in accordance with their terms of grant after the end of the ten (10) year period until the end of the Award Period.

3.2 *Administration of Scheme*

The Board has the power to administer this Scheme, including the power to construe and interpret these Rules and the terms of the RSUs granted under it. The Board may delegate the authority to administer this Scheme to a committee of the Board. The Board may also appoint one or more independent third-party contractors to assist in the administration of this Scheme and delegate such powers and/or functions relating to the administration of this Scheme as the Board thinks fit (the “**RSU Administrator**”). The Board’s determinations under this Scheme need not be uniform and may be made by it selectively with respect to persons who are granted, or are eligible to be granted, RSUs under it. If a director is a Participant he may, notwithstanding his/her own interest and subject to the Articles, vote on any Board resolution concerning this Scheme (other than in respect of his/her own participation in it), and may retain RSUs under it. Each Participant waives any right to contest, amongst other things, the value and number of RSUs or Shares or equivalent value of cash underlying the RSUs or Shares and the Board’s administration of this Scheme.

3.3 Interpretation of Scheme

The decision of the Board as to all matters relating to this Scheme or its interpretation or effect shall be final and binding. In particular, the Board shall finally determine whether a person is eligible to participate in this Scheme.

3.4 Trustee

The Company may appoint trustee to assist with the administration and vesting of RSUs granted pursuant to this Scheme. The Company may (i) allot and issue Shares under its available ~~general mandate~~ Scheme Mandate Limit to the Trustee to be held by the Trustee and which will be used to satisfy the RSUs upon ~~exercise~~ vesting and/or (ii) direct and procure the Trustee to receive existing Shares from any shareholder of the Company or purchase existing Shares (~~either on-market or off-market~~) to satisfy the RSUs upon ~~exercise~~ vesting. The Company shall procure that sufficient funds are provided to the Trustee by whatever means as the Board may in its absolute discretion determine to enable the Trustee to satisfy its obligations in connection with the administration of this Scheme. All Shares underlying the RSUs granted and to be granted under the RSU Scheme will be transferred, allotted or issued to the Trustee.

The Trustee holding unvested Shares of the Scheme, whether directly or indirectly, shall abstain from voting on matters that require shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.

4. Assignment of RSUs

The RSUs granted pursuant to this Scheme are personal to each Participant, and are not assignable. Participants are prohibited from selling, transferring, assigning, charging, mortgaging, encumbering, hedging or creating any interest in favor of any other person over or in relation to any property held by the Trustee on trust for the Participants, the RSUs, or any interest or benefits therein.

5. Grant of RSUs

5.1 Basis of eligibility for RSUs

Subject to Rules 5.2 and 5.6, the Board may select any Eligible Person for participation in this Scheme as a Selected Person. Unless so selected, no Eligible Person shall be entitled to participate in this Scheme. The basis of eligibility of any Selected Person for the grant of RSUs shall be determined by the Board from time to time on the basis of their contribution to the development and growth of the Group or such other factors as the Board may deem appropriate.

Eligible participants under the Scheme include (i) existing or incoming employees, directors (whether executive or non-executive) or officers of the Company or any member of the Group, or (ii) a Service Provider. The basis of eligibility of any Selected Person for the grant of RSUs shall be determined by the Board from time to time on the basis of their contribution to the development and growth of the Group or such other factors as the Board may deem appropriate.

In determining eligibility of existing or incoming employees, directors (whether executive or non-executive) or officers of the Company or any member of the Group, the Board may take into account factors including, among others, (i) his/her skill, knowledge, experience, expertise and other relevant personal qualities, (ii) educational and professional qualifications, and knowledge in the industry, (iii) performance, length of employment with the Group, nature of duties and position within the Group, (iv) his/her adherence to the Group's culture and values, or (v) the contribution and potential contribution to the development of the Group.

Service Providers include any consultant who are experts in research and development, clinical trials and academia who provides consultancy services and/or other professional services to any member of the Group in connection with drug development and clinical trials in the ordinary and usual course of business of the Group which is in the interests of the long term growth of the Group, provided that any placing agents or financial advisers providing advisory services to the Group for fundraising, mergers or acquisitions and professional services providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity should not be Service Providers.

In determining the eligibility for such consultant to be a participant of the Scheme, the Board shall, in its absolute discretion, take into account, among others, (i) the skill, knowledge and expertise of the relevant consultant including his or her capability and technical know-how; (ii) his or her experience and network in the pharmaceutical industry and the academia; (iii) his or her research and development capability as well as his or her capability and know-how as to the conduct of clinical trials; (iv) the frequency of collaboration and length of business relationship with the Group; (v) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties and the relevant replacement costs); (vi) the background, reputation and track record of the relevant consultant; (vii) the potential and/or actual contribution to the business affairs of the Group, and in particular, whether such consultant could bring positive impacts to the Group's business, such as drug development and/or commercialization, an increase in revenue or profits or a reduction in costs attributable to or brought by services provided by such consultant; and (viii) other factors, including but not limited to the synergy between the relevant consultant and the Group.

5.2 Offer of grant of RSUs

Subject to the limitations and conditions of this Scheme, the Board may, at its sole and absolute discretion, grant RSUs to any Selected Person on such terms and conditions as the Board thinks fit, provided that:

- (a) no RSUs shall be granted after the expiry of the term of this Scheme or after the earlier termination of this Scheme in accordance with Rule 17; and
- (b) RSUs that have lapsed in accordance with Rule 10 or for any other reasons can be re-granted by the Board.

5.3 Contents of the Grant Letter

Upon the grant of RSUs, a Grant Letter should be provided to the Selected Person and such Grant Letter shall address, among other things, the following matters:

- (a) the Selected Person's name;
- (b) the manner of acceptance of the RSU;
- (c) the number of RSUs granted and the number of underlying ~~Shares~~ shares represented by the RSUs;
- (d) the vesting criteria and conditions;
- (e) the vesting schedule; and
- ~~(f) the exercise price of the RSUs (where applicable); and~~
- (f) ~~(g)~~ such other terms and conditions as the Board shall determine and are not inconsistent with this Scheme.

The Grant Letter will require the Selected Person to undertake to hold the RSU on the terms on which it is granted and to be bound by the provisions of the ~~RSU~~ Scheme.

The Grant Letter shall serve as evidence of the grant of the RSUs and no further certificate shall be issued to the Selected Person.

5.4 Acceptance of RSUs

A Selected Person may accept an offer of the grant of RSUs in such manner as set out in the Grant Letter. Once accepted, the RSUs are deemed granted from the date of the Grant Letter. Upon acceptance, the Selected Person becomes a Participant in this Scheme.

5.5 *Information to the Trustee*

The Board shall, after any RSUs have been granted and duly accepted by the Participant(s), inform the Trustee of the name(s) of the Participant(s), the number of RSUs and the number of underlying Shares that can be acquired by each Participant upon ~~exercise~~vesting of the RSUs granted to each such Participant, the vesting schedule of RSUs (if any) and other terms and conditions (if any) that RSUs are subject to as determined by the Board.

5.6 *Restriction on grant of RSUs*

The Board may not grant any RSUs to any Selected Persons in any of the following circumstances:

- ~~(a) where the Company has information that must be disclosed under Rule 13.09 of the Listing Rules or where the Company reasonably believes there is Inside Information which must be disclosed under part XIVA of the SFO, until such Inside Information has been published on the websites of the Stock Exchange and the Company;~~
- (a) in any other circumstances where dealings by Selected Persons are prohibited under the Listing Rules, SFO or any other applicable law or regulation or where the requisite approval from any applicable regulatory authorities has not been granted, or where granting the RSUs would result in a breach by the Company, any member of our Group or any of their directors of any applicable law or regulation;
- ~~(b) after any Inside Information in relation to the securities of the Company has occurred or has become the subject of a decision, until such Inside Information has been published; where such grant of RSUs would result in breach of the Scheme Limit, the Scheme Mandate Limit or other rules of this Scheme as set out in Rule 13;~~
- (c) after inside information (as defined under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)) has come to the Company's knowledge until (and including) the trading day after the Company has announced such information. In particular, during the period commencing 30 days immediately proceeding the earlier of:
 - (i) ~~(e) within the period commencing 60 days (in the case of yearly results), or 30 days (in the case of results for half-year, quarterly or other interim period) immediately preceding the earlier of (1) the date of a~~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

- (ii) ~~(2) the deadline for the Company to publish its quarterly, interim or annual results announcement for any such period, and ending on the date of such announcement; an announcement of 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. The period during which no Award may be granted will cover any period of delay in the publication of a results announcement.

No grant of Award to a Director shall be allowed during the period prohibited by the Model Code for Securities Transactions by Directors of Listed Issuers of the Listing Rules. If any Award is proposed to be granted to a Director, it shall not be granted, accepted or vested on any day on which the financial results of the Company are published and during the period of:

- (i) 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
- (ii) 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.

5.7 Grant to Directors, the Senior Management and Substantial Shareholders

- (d) ~~in any other circumstances where dealings by Selected Persons are prohibited under the Listing Rules, SFO or any other applicable law or regulation or where the requisite approval from any applicable regulatory authorities has not been granted; or where granting the RSUs would result in a breach by the Company, any member of our Group or any of their directors of any applicable law or regulation;~~
- (e) ~~where such grant of RSUs would result in breach of the limits of this Scheme as set out in Rule 13; or~~
- (f) ~~within 6 months from the Listing Date if the Award is satisfied by the issuance of new Shares.~~

Each grant of Awards to a Director, the chief executive or a substantial shareholder of the Company or any of their respective associates (as defined in the Listing Rules) under this Scheme or any other share scheme of the Company or any of its subsidiaries shall be subject to approval by the independent non-executive Directors (excluding independent non-executive Director who is a proposed recipient of the grant of Awards); and each grant of Awards to a Director, the chief executive or a senior management of the Company or any of their respective associates (as defined in the Listing Rules) under this Scheme or any other share scheme of the Company or any of its subsidiaries shall be subject to the approval of the Remuneration Committee (excluding the member of the Remuneration Committee who is a proposed recipient of the grant of Awards).

Where any grant of Awards to the following person falls into any of the following:

- (a) any grant of awards to a substantial shareholder or an independent non-executive Director or any of their respective associates would result in the Shares issued and to be issued in respect of all awards granted (including awards that been cancelled but excluding any awards lapsed in accordance with the terms of the scheme) to such person in the Relevant Period representing in aggregate over 0.1% (or such other percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue (excluding treasury Shares); or
- (b) any grant of awards to a Director (other than an independent non-executive director) or chief executive of the Company, or any of their associates would result in the Shares issued and to be issued in respect of all awards granted (including awards that been cancelled but excluding any awards lapsed in accordance with the terms of the scheme) to such person in the Relevant Period representing in aggregate over 0.1% (or such other percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue (excluding treasury Shares),

such further grant of awards, as the case may be, must be approved by the Shareholders in such manner as required under the Listing Rules. A circular containing the information required under the Listing Rules shall be sent to the Shareholders in connection with the meeting at which their approval will be sought. The Grantee, his or her associates and all core connected persons (as defined in the Listing Rules) of the Company must abstain from voting in favour at such general meeting.

6. Vesting of RSUs

6.1 The Board may determine the vesting criteria, conditions and time schedule when the RSUs will vest and such criteria, conditions and time schedule shall be stated in the Grant Letter. The periods over which the Awards will vest shall not be less than 12 months or such other may exceed any minimum vesting periods prescribed from time to time by any laws, regulations or rules to which this Scheme may be subject, including the Listing Rules or regulations of any stock exchange on which the Shares may be listed and quoted. Furthermore, the Shares to be issued and allotted to a Selected Person pursuant to the vesting of any Award under this Scheme may or may not, at the discretion of the Board (or any duly authorized committee or person by the Board), be subject to any retention period.

The vesting period of Awards granted to Employee Participants (as defined under Chapter 17 of the Listing Rules) may, at the discretion of the Board (or any duly authorized committee or person by the Board), be shorter under the following circumstances: (i) grants of “make-whole” awards to new joinders to replace the share awards they forfeited when leaving their previous employers, (ii) grant to a participant whose employment is terminated due to death or disability or occurrence of any out of control event; (iii) grants of awards with performance-based vesting conditions, in lieu of time-based vesting criteria; (iv) grants that are made in batches during a year for administrative and compliance reason (may include share awards that should have been granted earlier but had to wait for a subsequent batch); (v) grant of awards with a mixed or accelerated vesting schedule such as where the awards may vest evenly over a period of 12 months; (vi) grants of awards with a total vesting and holding period of more than 12 months; and (vii) grant of awards as the year-end bonus of such Employee Participants.¹

There is no general requirement for any performance target that has to be achieved before the vesting of any Award except as otherwise imposed by the Board (or any duly authorized committee or person by the Board) and stated in the offer of grant of an Award.

- 6.2 Within a reasonable time after the vesting criteria, conditions and time schedule have been reached, fulfilled, satisfied or waived, the Board shall send the Vesting Notice to each of the relevant Participants. The Vesting Notice will confirm the extent to which the vesting criteria, conditions and time schedule have been reached, fulfilled, satisfied or waived, and the number of Shares (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) involved.

7. Exercise Rights of RSUs Participants

- ~~7.1 RSUs held by a Participant that are vested as evidenced by the Vesting Notice may be exercised (in whole or in part) by the Participant serving an exercise notice in writing on the Trustee and copied to the Company. Any exercise of RSUs must be in respect of a Board Lot or an integral multiple thereof (except where the number of RSUs which remains unexercised is less than one Board Lot).~~

¹ The Directors and the Remuneration Committee are of the view that the vesting period (including the circumstances in which a shorter vesting period may apply), as detailed above, enables the Company to offer competitive remuneration and reward packages to Employee Participants, on an ad hoc basis, in such circumstances that would be justified and reasonable, which is also consistent with the Listing Rules and the former practice of the Company and peer companies in the Group’s industry. In particular, Awards granted as year-end bonuses to Employee Participants may have a shorter vesting period as, despite year-end bonuses being a reward for satisfactory past performance in nature, providing year-end bonuses in the form of Awards as opposed to cash would link the value of the year-end bonuses to the future performance of the Group as well, thereby encouraging and incentivizing Employee Participants to continue committing and contributing to the development and expansion of the Group and its business. Accordingly, the above vesting period is considered appropriate and aligns with the purpose of the Scheme.

7.1 ~~An award of RSUs under the Scheme~~ (“Award(s)”) gives the Participant a conditional right upon vesting of the Award to obtain (i) the number of Shares underlying such Award held by the Trustee; or (ii) an equivalent value in cash with reference to the value of the Shares underlying such Award held by the Trustee on a date of sale (“Date of Sale”) (being a date that the RSU Administrator determines to conduct on-market sale of such Shares once every financial year pursuant to the ~~RSU~~ Scheme), less any tax, fees, levies, stamp duty and other applicable charges.

7.2 *Rights on a takeover*

If a general offer to acquire the Shares (whether by takeover offer, merger, or otherwise in a like manner) is made to all of the shareholders of the Company (or shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror) and the general offer to acquire the Shares is approved and the offer becomes or is declared unconditional in all respects, an Employee Participant’s RSUs will vest immediately, even if the vesting period has not yet commenced.

7.3 *Rights on a compromise or arrangement*

If a compromise or arrangement between the Company and its shareholders or creditors is proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies and a notice is given by the Company to its shareholders to convene a general meeting to consider and if thought fit approve such compromise or arrangement and such shareholders’ approval is obtained, an Employee Participant’s RSUs will vest immediately, even if the vesting period has not yet commenced.

7.4 *Rights on voluntary winding-up*

If an effective resolution is passed during the Scheme Period for the voluntary winding-up of the Company (other than for the purposes of a reconstruction, amalgamation or scheme of arrangement), all outstanding RSUs of an Employee Participant shall be treated as having vested immediately. No Shares will be transferred, and no cash alternative will be paid, to the Participant, but the Participant will be entitled to receive out of the assets available in liquidation on an equal basis with the Company’s shareholders such sum as they would have received in respect of the RSUs.

8. Restrictive Covenants

8.1 By accepting any RSUs granted hereunder, a Participant shall be deemed to have made the Restrictive Covenants set forth in this Rule 8 (including the Non-Competition Undertaking) to and for the benefit of the Group.

8.2 The Participant hereby undertakes to the Group that he will not at any time whilst an employee, director, shareholder or otherwise interested in the Group (save in so far as is reasonably necessary to fulfil his duties to the Group) or at any time thereafter, directly or indirectly use or disclose or communicate to any person any information concerning the affairs, business methods, processes, systems, inventions, plans or research and development of the Group or those of its customers, clients or suppliers and which may be reasonably regarded as being confidential to the Group or to such persons (other than information which he is required to disclose by law or which is for the relevant time being in the public domain other than by reason of wrongful disclosure of the same by him) and will use his best endeavours to prevent the publication or disclosure of any such information by any third party.

8.3 The Participant undertakes to the Group that he will not, except with the prior written approval of the Company, be directly or indirectly concerned with or engaged or interested in any other business which is in any respect in competition with or similar to the business of the Group during his employment with the Group, save that this restriction shall not apply to any holding of Shares or other securities in the Company (the “Non-Competition Undertaking”).

8.4 *The Participant undertakes to the Group that, so far as permitted under the laws of the applicable jurisdiction(s) in which the Participant is employed:*

- (a) for so long as he is employed by the Company or any other member within the Group he will devote his full time and attention to the business of the Group and will use his best endeavours to develop the business and interests of the Group and will not be concerned with any other (competitive or other) business; and
- (b) upon his ceasing (for any reason) to be employed by the Group he will not for a period of two (2) years from the date he ceases to be so employed, whether on his own account or on behalf of any other person, firm or company;
- (c) solicit (in connection with any business of a type then carried on by the Group) interfere with or endeavour to entice away from any member within the Group any person, firm or company who at any time during the period of one year immediately preceding such cessation, was to his knowledge a material customer, client, supplier, agent, distributor, or an employee (not being a junior employee) or consultant (by whatever title called) of a member within the Group;

- (d) seek to interfere with the continuance of the supply of goods or services to any member within the Group or the terms of any such supply; or
- (e) carry on, engage in or be concerned or interested either as principal or agent or as a shareholder, partner or employee of any other person in any business or activity which involves the offer, sale or supply of products or services to customers in the PRC or any other territory in which the Group offers such sale or supply for the relevant time being, competes with the business in which any member within the Group is or was engaged in the twelve months prior to the date he ceases to be employed by the Group; or
- (f) use or allow the use by any third party of any name, logo or other intellectual property rights used by any member within the Group or any name or logo likely to be confused therewith otherwise than in the conduct of the business of the Group; and
- (g) deal in the Shares which would violate (i) any applicable laws, regulations and rules in any relevant jurisdictions including, without limitation, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), other Hong Kong securities laws, and the U.S. Securities Act of 1933, as amended from time to time, and (ii) any internal policy of the Company in connection with dealing in the Shares.

8.5 The Participant undertakes to the Group that he shall not, during either the course of his employment by the Group or for a period of two (2) years from the date he ceases to be employed by the Group, make, publish, or otherwise transmit any disparaging or defamatory statements, whether written or oral, regarding the Group or its employees, products, operations, procedures, policies, business or services.

9. Rights attached to RSUs and Shares

9.1 *Rights attached to RSUs*

A Participant does not have any contingent interest in any Shares underlying the RSUs unless and until such Award is granted to the Participant. Further, a Participant may not exercise voting rights in respect of the Shares underlying the RSUs prior to their ~~exercise~~vesting and, unless otherwise specified by the Board in its entire discretion in the Grant Letter to the Participant, nor do they have any rights to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any Shares underlying the RSUs.

9.2 *Rights attached to Shares*

Any Shares transferred to a Participant in respect of any RSUs will be subject to all the provisions of the Articles and will rank *pari passu* with the fully paid Shares in issue on the date of the transfer or, if that date falls on a day when the register of members of the Company is closed, the first day of the reopening of the register of members, and accordingly will entitle the holders to participate in all dividends or other distributions paid or made on or after the date of transfer or, if that date falls on a day when the register of members of the Company closed, the first day of the reopening of the register of members.

10. Clawback mechanism – Lapse of RSUs

10.1 The Company can clawback any unvested RSUs ~~will by treating them as~~ automatically lapsed immediately where:

- (a) such Participant's employment or service terminates for any reason; ~~or~~
- (b) such Participant breaches any restrictive covenant set out in Rule 8 (including but not limited to the Non-Competition Undertaking);
- (c) ~~(b)~~ the Participant makes any attempt or takes any action to sell, transfer, assign, charge, mortgage, encumber, hedge or create any interest in favour of any other person over or in relation to any RSUs or any interests or benefits pursuant to the RSUs; or
- (d) unless otherwise determined by the Board (or any duly authorized committee or person by the Board), the performance target in relation to the vesting of any Award cannot be achieved.

10.2 *If at any time, a Participant:*

- (a) ceases to be an employee;
- (b) fails, during the course of his employment, to devote the whole of his time and attention to the business of the Group or to use his best endeavours to develop the business and interests of the Group;
- (c) is concerned during the course of his employment with the Group (without the prior written consent of the Company) with any (competitive or other) business other than that of the Group; and/or
- (d) is in breach of his contract of employment with or any other obligation to the Group (including without limitation the restrictive covenants set out in Rule 8 (including the Non-Competition Undertaking)),

then the Company can clawback all vested and unvested RSUs by treating them as shall automatically lapsed and such Participant shall have no claim whatsoever in respect of the RSUs or the underlying Shares.

PROVIDED THAT:

- (i) vested RSUs of Participants who ceased to be an employee shall remain exercisable for three months from the date on which the cessation of their employment took effect; and
- (ii) in the event of the automatic lapse of vested RSUs as a result of the breach of the Non-Competition Undertaking by the Participant or any other breach of his contract of employment with or any other obligation to the Group (the existence of such breach shall be determined by the Board at its absolute discretion), and either (a) the number of Shares underlying such Award have already been transferred to the Participant by the Trustee; or (b) an equivalent value in cash with reference to the value of the Shares underlying such Award held by the Trustee on the Date of Sale has already been transferred to the Participant by the Trustee, the Trustee shall have the right to repurchase such Shares (x) at nil consideration for the underlying Shares which are newly allotted and issued; or (y) at cost price (to be borne by the Participant and to be paid by the Trustee for and on behalf of the Participant) for the underlying Shares transferred which are received from any shareholder of the company or purchased by the Trustee on-market (with the cost price being the subscription price or purchase price actually paid by the Trustee), or upon the written instruction of the Company demand the return by the Participant of the sum of the cash equivalent so transferred to him (as the case may be). For the avoidance of doubt, the Company shall procure that sufficient funds are provided to the Trustee by whatever means as the Board may in its absolute discretion determine to enable the Trustee to satisfy its obligations in connection with the administration of this Scheme, including but not limited to conducting the repurchase in accordance with this Rule, and the Trustee shall have no liability whatsoever to anyone, including but not limited to the Company and/or any Participant in the event of the Company's failure to do so. The Trustee is under no obligation to conduct such repurchase unless and until the Trustee received the full price and all the costs and expenses in connection with or arising out of such repurchase from the Company and/or the Participants.

11. Death of a Participant

In respect of a Participant who dies at any time prior to or on the Vesting Date, all the unvested RSUs of the relevant Participant shall be automatically cancelled with effect from the date on which the Participant dies. The Board may however, in its absolute discretion, determine, within thirty (30) calendar days after the date of death, that the unvested RSUs of the relevant Employee Participant shall be vested on an accelerated basis on terms determined by the Board. In such event, subject to the Rules, the Trustee shall hold the vested RSUs upon trust and, as instructed by the Company, to transfer the same to the legal personal representatives of the Employee Participant (i) within three years of the death of the Employee Participant; or (ii) within 6 months after the date the grant of representation is obtained from relevant court (whichever is shorter).

12. Clawback mechanism – Cancellation of RSUs

~~12.1 The Board may at its discretion cancel any RSU that has not vested or lapsed, provided that:~~

- ~~(a) the Company or any member of the Group pay to the Participant an amount equal to the fair value of the RSU at the date of the cancellation as determined by the Board, after consultation with the Auditors or an independent financial adviser appointed by the Board;~~
- ~~(b) the Company or the relevant member of the Group provides to the Participant a replacement award (or a grant or option under any other restricted share unit scheme, share option scheme or share-related incentive scheme) of equivalent value to the RSUs to be cancelled.; or~~
- ~~(c) the Board makes any arrangement as the Participant may agree in order to compensate him/her for the cancellation of the RSUs.~~

The Board shall be entitled for the following causes to clawback ~~cancel~~ any RSU by cancelling the same in whole or in part by giving notice in writing to the Participant stating that such RSU is thereby cancelled with effect from the date specified in such notice (the “**Cancellation Date**”):-

- (a) the Participant commits or permits or attempts to commit or permit a breach of the restriction on transferability of RSU or any terms or conditions attached to the grant of the RSU;
- (b) the Participant makes a written request to the Board for the RSU to be cancelled; or
- (c) if the Participant has, in the opinion of the Board, conducted himself in any manner whatsoever to the detriment of or prejudicial to the interests of the Company or its Subsidiary.

12.2 The Awards shall be deemed to have been cancelled with effect from the Cancellation Date in respect of any part of the Award which has not been vested as of the Cancellation Date. No compensation shall be payable upon any such cancellation, provided that the Board shall be entitled in its discretion to pay such compensation to the Participant in such manner as it may consider appropriate in any particular case.

12.3 Cancelled Awards will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit. Where the Company cancels Awards and issues new ones to the same Selected Person, the issue of such new Awards may only be made under a scheme with available unissued Awards within the limit as mentioned in Rule 13.

13. Maximum number of RSUs granted under this Scheme

13.1 Scheme Limit

Subject to Rule 13.2 below, no Award shall be granted pursuant to this Scheme if as a result of such grant (assumed accepted), the aggregate number of Shares underlying all grants made pursuant to the Scheme (including Awards that been cancelled but excluding Awards that have lapsed in accordance with the rules of the Scheme) will exceed in total 3,133,526 Shares, representing 0.8993% of the total number of Shares in issue (excluding treasury Shares) on the Amendment Date (the “**Scheme Limit**”). For the avoidance of doubt, the Shares underlying the Awards under the Scheme Limit may involve existing Shares and new Shares.

The Company may seek separate approval by the Shareholders in general meeting for granting Awards beyond the Scheme Limit (as refreshed) PROVIDED THAT the Selected Person(s) of such Awards must be specifically identified by the Company before such approval is sought. A circular containing a generic description of the specified Selected Persons who may be granted such Awards, the number and terms of the Awards to be granted, the purpose of granting such Awards to the Selected Persons with an explanation as to how the terms of Awards serve such purpose and other information required by the Listing Rules shall be sent to the Shareholders.

13.2 Scheme Mandate Limit

The Shares which may be issued in respect of all Awards to be granted under this Scheme and other share schemes of the Company (including options or awards have been cancelled but excluding those lapsed in accordance with the terms of the respective share schemes) shall not exceed 29,113,683 Shares (representing 8.3553% of the number of Shares in issue (excluding treasury Shares) on the Amendment Date) (the “**Scheme Mandate Limit**”).

13.3 Service Provider Sublimit

Subject to the Scheme Limit and the Scheme Mandate Limit, the maximum number of Shares in respect of which Awards under the Scheme may be granted to the Service Providers and yet to be vested (including options or awards have been cancelled but excluding those lapsed in accordance with the terms of the respective share schemes) is 3,483,089 Shares, representing one per cent (1%) of the Shares in issue (excluding treasury Shares) as at the Amendment Date (the “Service Provider Sublimit”).

13.4 Renewal of Scheme Limit, Scheme Mandate Limit and/or Service Provider Sublimit

Subject to Rules 13.1, 13.2 and 13.3 the Company may seek approval of the Shareholders in general meeting for refreshing the Scheme Limit, the Scheme Mandate Limit and/or the Service Provider Sublimit every three years after the Amendment Date or the shareholder approval date of the last refreshment, as the case may be. However, the Scheme Mandate Limit as refreshed shall not exceed 10% of the total number of Shares in issue (excluding treasury Shares) as at the Amendment Date. Any refreshment within any three year period must be approved by shareholders of the Company subject to the following or other terms under the applicable listing rules and laws and regulations: (i) any controlling shareholders (as defined in the Listing Rules) and their associates (or if there is no controlling shareholders, Directors (excluding the independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favor of the relevant resolutions at the general meeting; and (ii) the Company must comply with the requirement of independent shareholder approval. A circular containing the information required under the Listing Rules shall be sent to the Shareholders in connection with the meeting at which their approval will be sought.

The maximum number of RSUs that may be granted under this Scheme in aggregate (excluding RSUs that have lapsed or been cancelled Shares referred to in this Rule 13 shall be adjusted in the event of any alteration in the capital structure of the Company in accordance with these Rules) shall be 3,133,526 ordinary sharesRule 14.

13.5 Individual Limit

The total number of Shares issued and to be issued in respect of all the Awards granted to each Eligible Person under the Scheme and any other share schemes of the Group (including Awards that been cancelled but excluding any Awards lapsed in accordance with the terms of Scheme or any other share schemes of the Group) in any twelve (12) month period up to and including the date of such grant (the “Relevant Period”) shall not exceed 1% of the Shares in issue (excluding treasury Shares) (the “Individual Limit”) from time to time. Any further grant to a Selected Person which would result in the Shares issued and to be issued exceeding the Individual Limit shall be subject to the Shareholders’ approval in general meeting with such Selected Persons and his or her close associates (as defined under the Listing Rules, or his or her associate if the Selected Person is a connected person) abstaining from voting. A circular containing the information required under the Listing Rules shall be sent to the Shareholders.

The number and terms (including the subscription price) of the Awards to be granted to such Selected Person must be fixed before the Shareholders' approval is sought and the date of the meeting of the Board for proposing such further grant of Awards should be taken as the Grant Date for the purpose of calculating the subscription price, as applicable.

14. ~~Reorganisation~~Reorganization of capital structure

In the event of any capitalization issue, bonus issue, rights issue, consolidation, sub-division or consolidation of shares or reduction of the share capital of the Company, the Board may make such equitable adjustments, designed to protect the Participants' interests, to the number of Shares underlying the outstanding RSUs or to the amount of the equivalent value, as it may deem appropriate at its absolute discretion, in accordance with the guidance of the Stock Exchange issued from time to time and as the auditors or the independent financial adviser of the Company retained for such purpose shall certify in writing to the Board to be in their opinion fair and reasonable, PROVIDED THAT any alteration shall be made on the basis that the proportion of the issued share capital of the Company to which a Selected Person is entitled after such alteration shall remain the same, rounded to the nearest whole Share, as that to which he or she was entitled before such alteration, and that the aggregate subscription price (if any) payable by a Selected Person on the full vesting of any Awards after such alteration shall remain as nearly as possible the same (but shall not be greater than) as it was before such event, but no such alteration shall be made the effect of which would be to enable any Share to be issued at less than its nominal value, or to give the advantage of Selected Person without specific prior Shareholders' approval. No adjustment will be required in circumstances where there is an issue of Shares or other securities of the Group as consideration in a transaction.

In addition, in respect of any such alteration as provided in this Rule 14 after the Amendment Date other than any made on a capitalization issue, the auditors or the independent financial adviser of the Company retained for such purpose must confirm in writing to the Board that the alteration satisfy the requirements of the relevant provision of the Listing Rules and any guidance letter issued by the Stock Exchange from time to time.

The capacity of the auditors or the independent financial adviser of the Company (as the case may be) in this Clause 14 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.

The costs of the auditors or the independent financial adviser of the Company (as the case may be) shall be borne by the Company.

To the extent not otherwise determined by the Board, the method of adjustment of the number of Awards to the extent outstanding is set out as below:

Capitalization issue

$Q = Q_0 \times (1 + n)$ Where: “ Q_0 ” represents the number of Awards before the adjustment; “ n ” represents the ratio per Share resulting from the capitalization issue; “ Q ” represents the number of Awards after the adjustment.

Rights issue

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

Where: “ Q_0 ” represents the number of Awards before the adjustment; “ P_1 ” represents the closing price of the Shares as at the record date; “ P_2 ” represents the subscription price of the rights issue; “ n ” represents the ratio of the rights issue allotment; “ Q ” represents the number of Awards after the adjustment.

Consolidation of Shares or share subdivision or reduction of the share capital

$$Q = Q_0 \times n$$

Where: “ Q_0 ” represents the number of Awards before the adjustment; “ n ” represents the ratio of share consolidation or share subdivision or reduction of share capital; “ Q ” represents the number of Awards after the adjustment.

No price adjustment shall be made to the Awards in the event of any capitalization issue, bonus issue, rights issue, consolidation, sub-division of shares or reduction of the share capital of the Company as no price is payable for the grant of Awards and the Awards also have no exercise price.

15. Disputes

The Board shall determine any question of interpretation and settle any dispute arising under or in connection with this Scheme. In such matters, the Board’s decision shall be final.

16. Amendment of this Scheme

16.1 Subject to Rule 16.2 below and the compliance with the Listing Rules, save for any alterations to this Scheme which are of a material nature of any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of the Selected Persons must be approved by the Shareholders in general meeting, the Board may amend any of the provisions of the Scheme (including without limitation to amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions, imposed by the provisions of this Scheme, which are not found in Chapter 17 of the Listing Rules) at any time.

16.2 Subject to compliance with the Listing Rules, any change to the terms of the Awards granted to a Selected Person must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the shareholders of the Company, as the case may be, if the initial grant of the Awards was approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the shareholders of the Company, correspondingly. This requirement does not apply to the alterations take effect automatically under the existing terms of this Scheme. The amended terms of this Scheme must still comply with the applicable provisions of the Listing Rules.

17. Termination of this Scheme

The Board may terminate this Scheme at any time before the expiry of the Scheme Period. The provisions of this Scheme shall remain in full force and effect in respect of RSUs which are granted pursuant to these Rules prior to the termination of the operation of this Scheme. No further Award shall be granted after such termination; however, all Awards granted prior to such termination and not vested on the date of termination shall remain valid. The Company or relevant member of the Group shall notify the Trustee and all Participants of such termination and of how any property held by the Trustee on trust for the Participants (including, but not limited to, any Shares held) and the outstanding RSUs shall be dealt with.

18. Miscellaneous***18.1 Costs of this Scheme***

The Company shall bear the costs of establishing and administering this Scheme. For the avoidance of doubt, all stamp duty and/or transfer tax or duty and any other charges payable upon the transfer of the Shares to the Participant upon ~~exercise~~vesting of the RSUs shall be borne by the Participant.

18.2 Notices

- (i) Any notice or other document which has to be given to a Selected Person or a Participant under or in connection with this Scheme may be delivered to the Selected Person or the Participant or sent by post or facsimile transmission or e-mail to him at his home postal address, home or work e-mail address or facsimile number according to the records of his employing company or such other address as the Company reasonably considers appropriate.
- (ii) Any notice or other document which has to be given to the Company under or in connection with this Scheme may be delivered or sent by post to it at its registered office (or such other place as the Board may from time to time decide and notify to the Participants and/or the Trustee) or by facsimile transmission to the central facsimile number of the Company or by e-mail.
- (iii) Any notice or other document which has to be given to the Trustee under or in connection with this Scheme may be delivered or sent by post to it at its registered office (or such other place as the Trustee may from time to time decide and notify to the Company and/or the Participants) or by facsimile transmission to the central facsimile number of the Trustee or the work e-mail address of a designated person of the Trustee as notified by the Trustee to the Company.
- (iv) Any notice or other document if given by a Selected Person or a Participant shall be irrevocable and shall not be effective until actual receipt by the Trustee or the Company (as the case may be).
- (v) Notices sent by post will be deemed to have been given by the Company or the Trustee on the first day after the date of posting, and by the Participant on the date of receipt by the Board or the Trustee (as the case may be). Notices served by hand will be deemed to be served when delivered.

18.3 Responsibility for obtaining consents

A Participant shall be responsible for obtaining any governmental or other official consent that may be required in order to permit the acceptance or ~~exercise~~vesting of the RSUs. The Company and the Trustee shall not be responsible for any failure by a Participant to obtain any such consent and shall not be liable for any cost incurred in obtaining such consent.

18.4 Responsibility for tax etc.

Subject to Rule 18.1, the Company and the Trustee shall not be liable for any tax or other liability to which a Participant may become subject as a result of his or her participation in this Scheme.

18.5 No other rights

This Scheme shall not confer on any person any legal or equitable rights against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company.

18.6 Discretionary Scheme

This Scheme is discretionary and shall not form part of any contract (whether a contract of employment or otherwise) between the Company or any member of the Group and any Eligible Person and/or Selected Person. The rights and obligations of any Eligible Person under the terms of his/her office or employment shall not be affected by his participation in this Scheme. This Scheme shall give an Eligible Person no additional rights to compensation or damages in consequence of the termination of his/her office or employment.

18.7 Power to adopt operational rules

The Board may from time to time adopt such operational rules as it may deem fit for the purpose of giving effect to or implementing this Scheme (including but not limited to formulating rules which restrict the ~~exercise~~vesting of the RSUs granted or to be granted or otherwise impose restrictions on the Participant), provided that such rules do not conflict with these Rules or contravene any of the applicable laws or regulations.

18.8 Governing law and jurisdiction

This Scheme and all RSUs granted under it shall be governed by and construed in accordance with Hong Kong law.

The Hong Kong courts shall have the exclusive jurisdiction to determine any claim, dispute or difference arising out of or in connection with this Scheme or any RSUs granted under it.

RULES

OF

ASCENTAGE PHARMA GROUP
INTERNATIONAL

2022 RESTRICTED SHARE UNIT SCHEME

Adopted on June 23, 2022 and amended on
May 19, 2025

The following is the full text of the rules of the 2022 RSU Scheme, and the proposed amendments to which are indicated by underlined and strikethrough text for easy reference.

RULES

OF

ASCENTAGE PHARMA GROUP INTERNATIONAL 2022 RESTRICTED SHARE UNIT SCHEME

1. Purpose

The purpose of this Scheme is to incentivize the existing and incoming directors, senior management and employees for their contribution to our Group, to attract, motivate and retain skilled and experienced personnel to strive for the future development and expansion of the Group by providing them with the opportunity to own equity interests in the Company.

2. Definitions and interpretation

2.1 *Defined Terms*

In these Rules, except where the context otherwise requires, the following expressions shall have the following meanings:

“Adoption Date” means the date of the adoption of this Scheme by the Board on June 23, 2022, and not being the Amendment Date for the avoidance of doubt;

“Amendment Date” means May 19, 2025 (the date on which amendment to this Scheme is duly conditionally approved and adopted by the Company);

“Articles” means the articles of association of the Company (as amended from time to time);

“Award(s)” means award(s) of RSUs granted to a Selected Person pursuant to this Scheme;

“Award Period” means the period during which the Award can be vested, which will be notified by the Board to each Selected Person at the time of making an offer of any Award, which shall not be longer than ten (10) years from the Grant Date of the Award;

“Auditors” means the auditors of the Company, as appointed from time to time;

“Board” means the board of directors of the Company or a duly authorized committee of ~~the board of directors~~ thereof;

“Board Lot” means the number of Shares constituting a board lot as disclosed in the Company’s prospectus for its initial public offering;

“Business Day” a day (other than a Saturday or Sunday or days on which a tropical cyclone warning number 8 or above or a “black” rain warning signal is hoisted in Hong Kong at any time between 9 am and 5 pm) on which the Stock Exchange is open for trading and clearing banks in Hong Kong and the PRC are open for transactions of normal banking business;

“Company” means Ascentage Pharma Group International, a company incorporated under the laws of the Cayman Islands with limited liability on November 17, 2017;

“Directors” means the directors of the Company and **“Director”** shall be construed accordingly;

“Eligible Persons~~Person(s)~~” means ~~persons~~person(s) eligible to receive RSUs under this Scheme, who are existing or incoming employees, directors (whether executive or non-executive) or officers of the Company or any member of the Group or a Service Provider;

“Grant Date” means the date on which RSUs, are granted under this Scheme pursuant to a Grant Letter, as described in Rule 5.4;

“Grant Letter” means the letter pursuant to which RSUs are granted to a Selected Person, as described in Rule 5.3;

“Group” means the Company, its subsidiaries and companies whose financial results have been consolidated and accounted as the subsidiaries of the Company by virtue of the contractual arrangements; a **“member of the Group”** shall mean any of the aforesaid companies;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;

“Participant(s)” means a Selected Person who accepts the offer of the grant of RSUs in accordance with the terms of this Scheme;

“PRC” means the People’s Republic of China, and for the purpose of this Scheme, exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;

“Remuneration Committee” the remuneration committee of the Company established pursuant to the Listing Rules;

“**RSUs**” means restricted share units, each restricted share unit represents one underlying Share, and represent a conditional right granted to any Selected Person under this Scheme to obtain the corresponding economic value of the underlying Shares, less any tax, stamp duty and other charges applicable, as determined by the Board in its absolute discretion;

“**RulesRule(s)**” means the ~~rules~~rule(s) of this Scheme as amended from time to time;

“**Scheme**” means the 2022 restricted share unit scheme constituted and governed by the rules in this document, as amended from time to time;

“**Scheme Period**” means the period of ten (10) years commencing from the Adoption Date, or until this Scheme is terminated pursuant to Rule 16, whichever is earlier;

“**Selected Person(s)**” means Eligible Persons selected by the Board to be granted RSUs under this Scheme at its discretion;

“**Service Provider(s)**” means any person who provides services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of the Group, including: (a) supplier of goods or services to any member of the Group; and (b) a person or entity that provides design, research, development or other support or any advisory, consultancy, professional or other services to any member of the Group, provided that any placing agents or financial advisers providing advisory services to the Group for fundraising, mergers or acquisitions and professional services providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity should not be Service Providers for the purpose of the Scheme;

“**Service Provider Sublimit**” has the meaning scribed to it in Rule 12;

“**SFO**” means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), as amended from time to time;

“**Shareholders**” means the shareholders of the Company;

“**Shares**” means Ordinary Shares of US\$0.0001 each in the issued share capital of the Company (or of such other nominal amount as shall result from other sub-division or a consolidation of the share capital of the Company from time to time);

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**Trustee**” means the trustee(s) to be appointed by the Board to hold Shares for the purpose of this Scheme;

“Vesting Notice” means a notice to be sent by the Company to each of the relevant Participants after the vesting criteria, conditions and time schedule have been reached, fulfilled, satisfied or waived, as described in Rule 6.2;

2.2 Headings are inserted for reference only and shall be ignored in the interpretation of these Rules. Unless the context otherwise requires, references herein to Rules are to provisions of these Rules, references to persons includes corporations and vice versa, singular includes the plural and vice versa and references to a gender shall include all genders.

2.3 References to any document in these Rules are to that document as amended, consolidated, supplemented, novated or replaced from time to time.

2.4 References to statutes, statutory provisions or the Listing Rules shall be construed as references to those statutes, provisions or rules as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date of this Scheme).

3. Duration and administration

3.1 *Term of this Scheme*

Subject to Rule 16, this Scheme shall be valid and effective for a period of ten (10) years, commencing on the Adoption Date~~-,~~ after which period no further Awards shall be granted or accepted, but the provisions of this Scheme shall remain in full force and effect in order to give effect to the vesting of Awards granted and accepted prior to the expiration of the Scheme Period. Awards granted hereunder shall continue to be exercisable subject to the terms of this Scheme and in accordance with their terms of grant after the end of the ten (10) year period until the end of the Award Period.

3.2 *Administration of Scheme*

The Board has the power to administer this Scheme, including the power to construe and interpret these Rules and the terms of the RSUs granted under it. The Board may delegate the authority to administer this Scheme to a committee of the Board. The Board may also appoint one or more independent third-party contractors to assist in the administration of this Scheme and delegate such powers and/or functions relating to the administration of this Scheme as the Board thinks fit. The Board’s determinations under this Scheme need not be uniform and may be made by it selectively with respect to persons who are granted, or are eligible to be granted, RSUs under it. If a director is a Participant he may, notwithstanding his/her own interest and subject to the Articles, vote on any Board resolution concerning this Scheme (other than in respect of his/her own participation in it), and may retain RSUs under it. Each Participant waives any right to contest, amongst other things, the value and number of RSUs or Shares or equivalent value of cash underlying the RSUs or Shares and the Board’s administration of this Scheme.

3.3 Interpretation of Scheme

The decision of the Board as to all matters relating to this Scheme or its interpretation or effect shall be final and binding. In particular, the Board shall finally determine whether a person is eligible to participate in this Scheme.

3.4 Trustee

The Company may appoint trustee to assist with the administration and vesting of RSUs granted pursuant to this Scheme. The Company may (i) allot and issue Shares under its available Scheme Mandate Limit to the Trustee to be held by the Trustee and which will be used to satisfy the RSUs upon ~~exercise~~vesting and/or (ii) direct and procure the Trustee to receive existing Shares from any shareholder of the Company or purchase existing Shares ~~(either on-market or off-market)~~ to satisfy the RSUs upon ~~exercise~~vesting. The Company shall procure that sufficient funds are provided to the Trustee by whatever means as the Board may in its absolute discretion determine to enable the Trustee to satisfy its obligations in connection with the administration of this Scheme. All Shares underlying the RSUs granted and to be granted under the RSU Scheme will be transferred, allotted or issued to the Trustee.

The Trustee holding unvested Shares of the Scheme, whether directly or indirectly, shall abstain from voting on matters that require shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.

4. Assignment of RSUs

The RSUs granted pursuant to this Scheme are personal to each Participant, and are not assignable. Participants are prohibited from selling, transferring, assigning, charging, mortgaging, encumbering, hedging or creating any interest in favor of any other person over or in relation to any property held by the Trustee on trust for the Participants, the RSUs, or any interest or benefits therein.

5. Grant of RSUs

5.1 Basis of eligibility for RSUs

Subject to Rules 5.2 and 5.6, the Board may select any Eligible Person for participation in this Scheme as a Selected Person. Unless so selected, no Eligible Person shall be entitled to participate in this Scheme. The basis of eligibility of any Selected Person for the grant of RSUs shall be determined by the Board from time to time on the basis of their contribution to the development and growth of the Group or such other factors as the Board may deem appropriate.

Eligible participants under the Scheme include (i) existing or incoming employees, directors (whether executive or non-executive) or officers of the Company or any member of the Group, or (ii) a Service Provider. The basis of eligibility of any Selected Person for the grant of RSUs shall be determined by the Board from time to time on the basis of their contribution to the development and growth of the Group or such other factors as the Board may deem appropriate.

In determining eligibility of existing or incoming employees, directors (whether executive or non-executive) or officers of the Company or any member of the Group, the Board may take into account factors including, among others, (i) his/her skill, knowledge, experience, expertise and other relevant personal qualities, (ii) educational and professional qualifications, and knowledge in the industry, (iii) performance, length of employment with the Group, nature of duties and position within the Group, (iv) his/her adherence to the Group's culture and values, or (v) the contribution and potential contribution to the development of the Group.

Service Providers include any consultant who are experts in research and development, clinical trials and academia who provides consultancy services and/or other professional services to any member of the Group in connection with drug development and clinical trials in the ordinary and usual course of business of the Group which is in the interests of the long term growth of the Group, provided that any placing agents or financial advisers providing advisory services to the Group for fundraising, mergers or acquisitions and professional services providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity should not be Service Providers.

In determining the eligibility for such consultant to be a participant of the Scheme, the Board shall, in its absolute discretion, take into account, among others, (i) the skill, knowledge and expertise of the relevant consultant including his or her capability and technical know-how; (ii) his or her experience and network in the pharmaceutical industry and the academia; (iii) his or her research and development capability as well as his or her capability and know-how as to the conduct of clinical trials; (iv) the frequency of collaboration and length of business relationship with the Group; (v) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties and the relevant replacement costs); (vi) the background, reputation and track record of the relevant consultant; (vii) the potential and/or actual contribution to the business affairs of the Group, and in particular, whether such consultant could bring positive impacts to the Group's business, such as drug development and/or commercialization, an increase in revenue or profits or a reduction in costs attributable to or brought by services provided by such consultant; and (viii) other factors, including but not limited to the synergy between the relevant consultant and the Group.

5.2 Offer of grant of RSUs

Subject to the limitations and conditions of this Scheme, the Board may, at its absolute discretion, grant RSUs to any Selected Person on such terms and conditions as the Board thinks fit, provided that:

- (a) no RSUs shall be granted after the expiry of the term of this Scheme or after the earlier termination of this Scheme in accordance with Rule 16; and
- (b) RSUs that have lapsed in accordance with Rule 10 or for any other reasons can be re-granted by the Board.

5.3 Contents of the Grant Letter

Upon the grant of RSUs, a Grant Letter should be provided to the Selected Person and such Grant Letter shall address, among other things, the following matters:

- (a) the Selected Person's name;
- (b) the manner of acceptance of the RSU;
- (c) the number of RSUs granted and the number of ~~Underlying Shares~~underlying shares represented by the RSUs;
- (d) the vesting criteria and conditions;
- (e) the vesting schedule; and
- ~~(f) the exercise price of the RSUs (where applicable); and~~
- (f) ~~(g)~~ such other terms and conditions as the Board shall determine and are not inconsistent with this Scheme.

The Grant Letter will require the Selected Person to undertake to hold the RSU on the terms on which it is granted and to be bound by the provisions of the ~~RSU~~ Scheme.

The Grant Letter shall serve as evidence of the grant of the RSUs and no further certificate shall be issued to the Selected Person.

5.4 Acceptance of RSUs

A Selected Person may accept an offer of the grant of RSUs in such manner as set out in the Grant Letter. Once accepted, the RSUs are deemed granted from the date of the Grant Letter. Upon acceptance, the Selected Person becomes a Participant in this Scheme.

5.5 *Information to the Trustee*

The Board shall, after any RSUs have been granted and duly accepted by the Participant(s), inform the Trustee of the name(s) of the Participant(s), the number of RSUs and the number of underlying Shares that can be acquired by each Participant upon ~~exercise~~vesting of the RSUs granted to each such Participant, the vesting schedule of RSUs (if any) and other terms and conditions (if any) that RSUs are subject to as determined by the Board.

5.6 *Restriction on grant of RSUs*

The Board may not grant any RSUs to any Selected Persons in any of the following circumstances:

- ~~(a) the securities laws or regulations require that a prospectus or other offering documents be issued in respect of the grant of the RSUs or in respect of this Scheme, unless the Board determines otherwise;~~
- (a) (b) in any other circumstances where dealings by Selected Persons are prohibited under the Listing Rules, SFO or any other applicable law or regulation or where the requisite approval from any applicable regulatory authorities has not been granted, or where granting the RSUs would result in a breach by the Company, any member of our Group or any of their directors of any applicable securities laws, rules or regulations; or
- (b) (e) where such grant of RSUs would result in breach of the ~~limits~~ Scheme Limit, the Scheme Mandate Limit or other rules of this Scheme as set out in Rule 12;
- (c) after inside information (as defined under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)) has come to the Company's knowledge until (and including) the trading day after the Company has announced such information. In particular, during the period commencing 30 days immediately proceeding the earlier of:
 - (i) 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
 - (ii) the deadline for the Company to publish an announcement of 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. The period during which no Award may be granted will cover any period of delay in the publication of a results announcement.

No grant of Award to a Director shall be allowed during the period prohibited by the Model Code for Securities Transactions by Directors of Listed Issuers of the Listing Rules. If any Award is proposed to be granted to a Director, it shall not be granted, accepted or vested on any day on which the financial results of the Company are published and during the period of:

- (i) 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
- (ii) 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.

5.7 Grant to Directors, the Senior Management and Substantial Shareholders

Each grant of Awards to a Director, the chief executive or a substantial shareholder of the Company or any of their respective associates (as defined in the Listing Rules) under this Scheme or any other share scheme of the Company or any of its subsidiaries shall be subject to approval by the independent non-executive Directors (excluding independent non-executive Director who is a proposed recipient of the grant of Awards); and each grant of Awards to a Director, the chief executive or a senior management of the Company or any of their respective associates (as defined in the Listing Rules) under this Scheme or any other share scheme of the Company or any of its subsidiaries shall be subject to the approval of the Remuneration Committee (excluding the member of the Remuneration Committee who is a proposed recipient of the grant of Awards).

Where any grant of Awards to the following person falls into any of the following:

- (a) any grant of awards to a substantial shareholder or an independent non-executive Director or any of their respective associates would result in the Shares issued and to be issued in respect of all awards granted (including awards that been cancelled but excluding any awards lapsed in accordance with the terms of the scheme) to such person in the Relevant Period representing in aggregate over 0.1% (or such other percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue (excluding treasury Shares); or
- (b) any grant of awards to a Director (other than an independent non-executive director) or chief executive of the Company, or any of their associates would result in the Shares issued and to be issued in respect of all awards granted (including awards that been cancelled but excluding any awards lapsed in accordance with the terms of the scheme) to such person in the Relevant Period representing in aggregate over 0.1% (or such other percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue (excluding treasury Shares),

such further grant of awards, as the case may be, must be approved by the Shareholders in such manner as required under the Listing Rules. A circular containing the information required under the Listing Rules shall be sent to the Shareholders in connection with the meeting at which their approval will be sought. The Grantee, his or her associates and all core connected persons (as defined in the Listing Rules) of the Company must abstain from voting in favour at such general meeting.

6. Vesting of RSUs

6.1 The Board may determine the vesting criteria, conditions and the time schedule when the RSUs will vest and such criteria, conditions and time schedule shall be stated in the Grant Letter. The periods over which the Awards will vest shall not be less than 12 months or such other may exceed any minimum vesting periods prescribed from time to time by any laws, regulations or rules to which this Scheme may be subject, including the Listing Rules or regulations of any stock exchange on which the Shares may be listed and quoted. Furthermore, the Shares to be issued and allotted to a Selected Person pursuant to the vesting of any Award under this Scheme may or may not, at the discretion of the Board (or any duly authorized committee or person by the Board), be subject to any retention period.

The vesting period of Awards granted to Employee Participants (as defined under Chapter 17 of the Listing Rules) may, at the discretion of the Board (or any duly authorized committee or person by the Board), be shorter under the following circumstances: (i) grants of “make-whole” awards to new joinders to replace the share awards they forfeited when leaving their previous employers, (ii) grant to a participant whose employment is terminated due to death or disability or occurrence of any out of control event; (iii) grants of awards with performance-based vesting conditions, in lieu of time-based vesting criteria; (iv) grants that are made in batches during a year for administrative and compliance reason (may include share awards that should have been granted earlier but had to wait for a subsequent batch); (v) grant of awards with a mixed or accelerated vesting schedule such as where the awards may vest evenly over a period of 12 months; (vi) grants of awards with a total vesting and holding period of more than 12 months; and (vii) grant of awards as the year-end bonus of such Employee Participants.¹

There is no general requirement for any performance target that has to be achieved before the vesting of any Award except as otherwise imposed by the Board (or any duly authorized committee or person by the Board) and stated in the offer of grant of an Award.

¹ The Directors and the Remuneration Committee are of the view that the vesting period (including the circumstances in which a shorter vesting period may apply), as detailed above, enables the Company to offer competitive remuneration and reward packages to Employee Participants, on an ad hoc basis, in such circumstances that would be justified and reasonable, which is also consistent with the Listing Rules and the former practice of the Company and peer companies in the Group’s industry. In particular, Awards granted as year-end bonuses to Employee Participants may have a shorter vesting period as, despite year-end bonuses being a reward for satisfactory past performance in nature, providing year-end bonuses in the form of Awards as opposed to cash would link the value of the year-end bonuses to the future performance of the Group as well, thereby encouraging and incentivizing Employee Participants to continue committing and contributing to the development and expansion of the Group and its business. Accordingly, the above vesting period is considered appropriate and aligns with the purpose of the Scheme.

6.2 Within a reasonable time after the vesting criteria, conditions and time schedule have been reached, fulfilled, satisfied or waived, the Board shall send the Vesting Notice to each of the relevant Participants. The Vesting Notice will confirm the extent to which the vesting criteria, conditions and time schedule have been reached, fulfilled, satisfied or waived, and the number of Shares (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) involved.

7. Exercise Rights of RSUs Participants

~~7.1 RSUs held by a Participant that are vested as evidenced by the Vesting Notice may be exercised (in whole or in part) by the Participant serving an exercise notice in writing on the Trustee and copied to the Company. Any exercise of RSUs must be in respect of a Board Lot or an integral multiple thereof (except where the number of RSUs which remains unexercised is less than one Board Lot).~~

7.1 An ~~award of RSUs under the Scheme~~ (“Award(s)”) gives the Participant a conditional right upon vesting of the Award to obtain (i) the number of Shares underlying such Award held by the Trustee; or (ii) an equivalent value in cash with reference to the value of the Shares underlying such Award held by the Trustee on a date of sale (“**Date of Sale**”) (being a date that the Board determines to conduct on-market sale of such Shares once every financial year pursuant to the **RSU-Scheme**), less any tax, fees, levies, stamp duty and other applicable charges.

7.2 *Rights on a takeover*

If a general offer to acquire the Shares (whether by takeover offer, merger, or otherwise in a like manner) is made to all of the shareholders of the Company (or shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror) and the general offer to acquire the Shares is approved and the offer becomes or is declared unconditional in all respects, an Employee Participant’s RSUs will vest immediately, even if the vesting period has not yet commenced.

7.3 *Rights on a compromise or arrangement*

If a compromise or arrangement between the Company and its shareholders or creditors is proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies and a notice is given by the Company to its shareholders to convene a general meeting to consider and if thought fit approve such compromise or arrangement and such shareholders’ approval is obtained, an Employee Participant’s RSUs will vest immediately, even if the vesting period has not yet commenced.

7.4 Rights on voluntary winding-up

If an effective resolution is passed during the Scheme Period for the voluntary winding-up of the Company (other than for the purposes of a reconstruction, amalgamation or scheme of arrangement), all outstanding RSUs of an Employee Participant shall be treated as having vested immediately. No Shares will be transferred, and no cash alternative will be paid, to the Participant, but the Participant will be entitled to receive out of the assets available in liquidation on an equal basis with the Company's shareholders such sum as they would have received in respect of the RSUs.

8. Restrictive Covenants

8.1 By accepting any RSUs granted hereunder, a Participant shall be deemed to have made the Restrictive Covenants set forth in this Rule 8 (including the Non-Competition Undertaking) to and for the benefit of the Group.

8.2 The Participant hereby undertakes to the Group that he will not at any time whilst an employee, director, shareholder or otherwise interested in the Group (save in so far as is reasonably necessary to fulfil his duties to the Group) or at any time thereafter, directly or indirectly use or disclose or communicate to any person any information concerning the affairs, business methods, processes, systems, inventions, plans or research and development of the Group or those of its customers, clients or suppliers and which may be reasonably regarded as being confidential to the Group or to such persons (other than information which he is required to disclose by law or which is for the relevant time being in the public domain other than by reason of wrongful disclosure of the same by him) and will use his best endeavours to prevent the publication or disclosure of any such information by any third party.

8.3 The Participant undertakes to the Group that he will not, except with the prior written approval of the Company, be directly or indirectly concerned with or engaged or interested in any other business which is in any respect in competition with or similar to the business of the Group during his employment with the Group, save that this restriction shall not apply to any holding of Shares or other securities in the Company (the "Non-Competition Undertaking").

8.4 *The Participant undertakes to the Group that, so far as permitted under the laws of the applicable jurisdiction(s) in which the Participant is employed:*

- (a) for so long as he is employed by the Company or any other member within the Group he will devote his full time and attention to the business of the Group and will use his best endeavours to develop the business and interests of the Group and will not be concerned with any other (competitive or other) business; and

- (b) upon his ceasing (for any reason) to be employed by the Group he will not for a period of two (2) years from the date he ceases to be so employed, whether on his own account or on behalf of any other person, firm or company:
 - (i) solicit (in connection with any business of a type then carried on by the Group) interfere with or endeavour to entice away from any member within the Group any person, firm or company who at any time during the period of one year immediately preceding such cessation, was to his knowledge a material customer, client, supplier, agent, distributor, or an employee (not being a junior employee) or consultant (by whatever title called) of a member within the Group;
 - (ii) seek to interfere with the continuance of the supply of goods or services to any member within the Group or the terms of any such supply; ~~or~~
 - (iii) carry on, engage in or be concerned or interested either as principal or agent or as a shareholder, partner or employee of any other person in any business or activity which involves the offer, sale or supply of products or services to customers in the PRC or any other territory in which the Group offers such sale or supply for the relevant time being, competes with the business in which any member within the Group is or was engaged in the twelve months prior to the date he ceases to be employed by the Group; ~~or~~
 - (iv) use or allow the use by any third party of any name, logo or other intellectual property rights used by any member within the Group or any name or logo likely to be confused therewith otherwise than in the conduct of the business of the Group; and
 - (v) deal in the Shares which would violate (i) any applicable laws, regulations and rules in any relevant jurisdictions including, without limitation, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), other Hong Kong securities laws, and the U.S. Securities Act of 1933, as amended from time to time, and (ii) any internal policy of the Company in connection with dealing in the Shares.

8.5 The Participant undertakes to the Group that he shall not, during either the course of his employment by the Group or for a period of two (2) years from the date he ceases to be employed by the Group, make, publish, or otherwise transmit any disparaging or defamatory statements, whether written or oral, regarding the Group or its employees, products, operations, procedures, policies, business or services.

9. Rights attached to RSUs and Shares

9.1 Rights attached to RSUs

A Participant does not have any contingent interest in any Shares underlying the RSUs unless and until such Award is granted to the Participant. Further, a Participant may not exercise voting rights in respect of the Shares underlying the RSUs prior to their ~~exercise~~vesting and, unless otherwise specified by the Board in its entire discretion in the Grant Letter to the Participant, nor do they have any rights to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any Shares underlying the RSUs.

9.2 Rights attached to Shares

Any Shares transferred to a Participant in respect of any RSUs will be subject to all the provisions of the Articles and will rank *pari passu* with the fully paid Shares in issue on the date of the transfer or, if that date falls on a day when the register of members of the Company is closed, the first day of the reopening of the register of members, and accordingly will entitle the holders to participate in all dividends or other distributions paid or made on or after the date of transfer or, if that date falls on a day when the register of members of the Company closed, the first day of the reopening of the register of members.

10. Clawback mechanism – Lapse of RSUs

10.1 The Company can clawback any unvested RSUs ~~will by treating them as~~ automatically lapsed immediately where:

- (a) such Participant's employment or service terminates for any reason;
- (b) such Participant breaches any restrictive covenant set out in Rule 8 (including but not limited to the Non-Competition Undertaking); ~~or~~
- (c) the Participant makes any attempt or takes any action to sell, transfer, assign, charge, mortgage, encumber, hedge or create any interest in favour of any other person over or in relation to any RSUs or any interests or benefits pursuant to the RSUs; or
- (d) unless otherwise determined by the Board (or any duly authorized committee or person by the Board), the performance target in relation to the vesting of any Award cannot be achieved.

10.2 If at any time, a Participant:

- (a) ceases to be an employee;
- (b) fails, during the course of his employment, to devote the whole of his time and attention to the business of the Group or to use his best endeavours to develop the business and interests of the Group;
- (c) is concerned during the course of his employment with the Group (without the prior written consent of the Company) with any (competitive or other) business other than that of the Group; and/or
- (d) is in breach of his contract of employment with or any other obligation to the Group (including without limitation the restrictive covenants set out in Rule 8 (including the Non-Competition Undertaking)),

then the Company can clawback all vested and unvested RSUs by treating them as ~~shall~~ automatically lapsed and such Participant shall have no claim whatsoever in respect of the RSUs or the underlying Shares.

PROVIDED THAT:

- (i) vested RSUs of Participants who ceased to be an employee shall remain exercisable for three months from the date on which the cessation of their employment took effect; and
- (ii) in the event of the automatic lapse of vested RSUs ~~(whether exercised or not)~~ as a result of the breach of the Non-Competition Undertaking by the Participant or any other breach of his contract of employment with or any other obligation to the Group (the existence of such breach shall be determined by the Board at its absolute discretion), and either (a) the number of Shares underlying such Award have already been transferred to the Participant by the Trustee; or (b) an equivalent value in cash with reference to the value of the Shares underlying such Award held by the Trustee on the Date of Sale has already been transferred to the Participant by the Trustee, the Trustee shall have the right to repurchase such Shares (x) at nil consideration for the underlying Shares which are newly allotted and issued; or (y) at cost price (to be borne by the Participant and to be paid by the Trustee for and on behalf of the Participant) for the underlying Shares transferred which are received from any shareholder of the company or purchased by the Trustee on-market ~~or off-market~~ (with the cost price being the subscription price or purchase price actually paid by the Trustee), or upon the written instruction of the Company demand the return by the Participant of the sum of the cash equivalent so transferred to him (as the case may be). For the avoidance of doubt, the Company shall procure that sufficient funds are provided to the Trustee by whatever means as the Board may in its absolute discretion determine to enable the Trustee to satisfy its obligations in

connection with the administration of this Scheme, including but not limited to conducting the repurchase in accordance with this Rule, and the Trustee shall have no liability whatsoever to anyone, including but not limited to the Company and/or any Participant in the event of the Company's failure to do so. The Trustee is under no obligation to conduct such repurchase unless and until the Trustee received the full price and all the costs and expenses in connection with or arising out of such repurchase from the Company and/or the Participants.

11. Clawback mechanism – Cancellation of RSUs

~~11.1 The Board may at its discretion cancel any RSU that has not vested or lapsed, provided that:~~

- ~~(a) the Company or any member of the Group pay to the Participant an amount equal to the fair value of the RSU at the date of the cancellation as determined by the Board, after consultation with the Auditors or an independent financial adviser appointed by the Board;~~
- ~~(b) the Company or the relevant member of the Group provides to the Participant a replacement award (or a grant or option under any other restricted share unit scheme, share option scheme or share-related incentive scheme) of equivalent value to the RSUs to be cancelled.; or~~
- ~~(c) the Board makes any arrangement as the Participant may agree in order to compensate him/her for the cancellation of the RSUs.~~

The Board shall be entitled for the following causes to clawback ~~cancel~~ any RSU by cancelling the same in whole or in part by giving notice in writing to the Participant stating that such RSU is thereby cancelled with effect from the date specified in such notice (the “Cancellation Date”):-

- (a) the Participant commits or permits or attempts to commit or permit a breach of the restriction on transferability of RSU or any terms or conditions attached to the grant of the RSU;
- (b) the Participant makes a written request to the Board for the RSU to be cancelled; or
- (c) if the Participant has, in the opinion of the Board, conducted himself in any manner whatsoever to the detriment of or prejudicial to the interests of the Company or its Subsidiary.

11.2 The Awards shall be deemed to have been cancelled with effect from the Cancellation Date in respect of any part of the Award which has not been vested as of the Cancellation Date. No compensation shall be payable upon any such cancellation, provided that the Board shall be entitled in its discretion to pay such compensation to the Participant in such manner as it may consider appropriate in any particular case.

11.3 Cancelled Awards will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit. Where the Company cancels Awards and issues new ones to the same Selected Person, the issue of such new Awards may only be made under a scheme with available unissued Awards within the limit as mentioned in Rule 12.

12. Maximum number of RSUs granted under this Scheme

12.1 Scheme Limit

Subject to Rule 12.2 below, no Award shall be granted pursuant to this Scheme if as a result of such grant (assumed accepted), the aggregate number of Shares underlying all grants made pursuant to the Scheme (including Awards that been cancelled but excluding Awards that have lapsed in accordance with the rules of the Scheme) will exceed in total 11,072,695 Shares, representing 3.1778% of the total number of Shares in issue (excluding treasury Shares) on the Amendment Date (the “**Scheme Limit**”). For the avoidance of doubt, the Shares underlying the Awards under the Scheme Limit may involve existing Shares and new Shares.

The Company may seek separate approval by the Shareholders in general meeting for granting Awards beyond the Scheme Limit (as refreshed) PROVIDED THAT the Selected Person(s) of such Awards must be specifically identified by the Company before such approval is sought. A circular containing a generic description of the specified Selected Persons who may be granted such Awards, the number and terms of the Awards to be granted, the purpose of granting such Awards to the Selected Persons with an explanation as to how the terms of Awards serve such purpose and other information required by the Listing Rules shall be sent to the Shareholders.

12.2 Scheme Mandate Limit

The Shares which may be issued in respect of all Awards to be granted under this Scheme and other share schemes of the Company (including options or awards have been cancelled but excluding those lapsed in accordance with the terms of the respective share schemes) shall not exceed 29,113,683 Shares (representing 8.3553% of the number of Shares in issue (excluding treasury Shares) on the Amendment Date) (the “**Scheme Mandate Limit**”).

12.3 Service Provider Sublimit

Subject to the Scheme Limit and the Scheme Mandate Limit, the maximum number of Shares in respect of which Awards under the Scheme may be granted to the Service Providers and yet to be vested (including options or awards have been cancelled but excluding those lapsed in accordance with the terms of the respective share schemes) is 3,483,089 Shares, representing one per cent (1%) of the Shares in issue (excluding treasury Shares) as at the Amendment Date (the “Service Provider Sublimit”).

12.4 Renewal of Scheme Limit, Scheme Mandate Limit and/or Service Provider Sublimit

Subject to Rules 12.1, 12.2 and 12.3, the Company may seek approval of the Shareholders in general meeting for refreshing the Scheme Limit, the Scheme Mandate Limit and/or the Service Provider Sublimit every three years after the Amendment Date or the shareholder approval date of the last refreshment, as the case may be. However, the Scheme Mandate Limit as refreshed shall not exceed 10% of the total number of Shares in issue (excluding treasury Shares) as at the Amendment Date. Any refreshment within any three year period must be approved by shareholders of the Company subject to the following or other terms under the applicable listing rules and laws and regulations: (i) any controlling shareholders (as defined in the Listing Rules) and their associates (or if there is no controlling shareholders, Directors (excluding the independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favor of the relevant resolutions at the general meeting; and (ii) the Company must comply with the requirement of independent shareholder approval. A circular containing the information required under the Listing Rules shall be sent to the Shareholders in connection with the meeting at which their approval will be sought.

The maximum number of RSUs that may be granted under this Scheme in aggregate (excluding RSUs that have lapsed or been cancelled in accordance with these Rules) shall not exceed 2% of the ordinary shares of the Company in issue as at the Adoption Date (being 5,272,695 ordinary shares of the Company) Shares referred to in this Rule 12 shall be adjusted in the event of any alteration in the capital structure of the Company in accordance with Rule 13.

12.5 Individual Limit

The total number of Shares issued and to be issued in respect of all the Awards granted to each Eligible Person under the Scheme and any other share schemes of the Group (including Awards that been cancelled but excluding any Awards lapsed in accordance with the terms of Scheme or any other share schemes of the Group) in any twelve (12) month period up to and including the date of such grant (the “Relevant Period”) shall not exceed 1% of the Shares in issue (excluding treasury Shares) (the “Individual Limit”) from time to time. Any further grant to a Selected Person which would result in the Shares issued and to be issued exceeding the Individual Limit shall be subject to the Shareholders’ approval in general meeting with such Selected Persons and his or her close associates (as defined under the Listing Rules, or his or

her associate if the Selected Person is a connected person) abstaining from voting. A circular containing the information required under the Listing Rules shall be sent to the Shareholders. The number and terms (including the subscription price) of the Awards to be granted to such Selected Person must be fixed before the Shareholders' approval is sought and the date of the meeting of the Board for proposing such further grant of Awards should be taken as the Grant Date for the purpose of calculating the subscription price, as applicable.

13. Reorganisation~~Reorganization~~ **of capital structure**

In the event of any capitalization issue, bonus issue, rights issue, consolidation, sub-division or consolidation of shares or reduction of the share capital of the Company, the Board may make such equitable adjustments, designed to protect the Participants' interests, to the number of Shares underlying the outstanding RSUs or to the amount of the equivalent value, as it may deem appropriate at its absolute discretion, in accordance with the guidance of the Stock Exchange issued from time to time and as the auditors or the independent financial adviser of the Company retained for such purpose shall certify in writing to the Board to be in their opinion fair and reasonable, PROVIDED THAT any alteration shall be made on the basis that the proportion of the issued share capital of the Company to which a Selected Person is entitled after such alteration shall remain the same, rounded to the nearest whole Share, as that to which he or she was entitled before such alteration, and that the aggregate subscription price (if any) payable by a Selected Person on the full vesting of any Awards after such alteration shall remain as nearly as possible the same (but shall not be greater than) as it was before such event, but no such alteration shall be made the effect of which would be to enable any Share to be issued at less than its nominal value, or to give the advantage of Selected Person without specific prior Shareholders' approval. No adjustment will be required in circumstances where there is an issue of Shares or other securities of the Group as consideration in a transaction.

In addition, in respect of any such alteration as provided in this Rule 13 after the Amendment Date other than any made on a capitalisation issue, the auditors or the independent financial adviser of the Company retained for such purpose must confirm in writing to the Board that the alteration satisfy the requirements of the relevant provision of the Listing Rules and any guidance letter issued by the Stock Exchange from time to time.

The capacity of the auditors or the independent financial adviser of the Company (as the case may be) in this Clause 13 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.

The costs of the auditors or the independent financial adviser of the Company (as the case may be) shall be borne by the Company.

To the extent not otherwise determined by the Board, the method of adjustment of the number of Awards to the extent outstanding is set out as below:

Capitalization issue

$Q = Q_0 \times (1 + n)$ Where: “Q0” represents the number of Awards before the adjustment; “n” represents the ratio per Share resulting from the capitalization issue; “Q” represents the number of Awards after the adjustment.

Rights issue

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

Where: “Q0” represents the number of Awards before the adjustment; “P1” represents the closing price of the Shares as at the record date; “P2” represents the subscription price of the rights issue; “n” represents the ratio of the rights issue allotment; “Q” represents the number of Awards after the adjustment.

Consolidation of Shares or share subdivision or reduction of the share capital

$$Q = Q_0 \times n$$

Where: “Q0” represents the number of Awards before the adjustment; “n” represents the ratio of share consolidation or share subdivision or reduction of share capital; “Q” represents the number of Awards after the adjustment.

No price adjustment shall be made to the Awards in the event of any capitalization issue, bonus issue, rights issue, consolidation, sub-division of shares or reduction of the share capital of the Company as no price is payable for the grant of Awards and the Awards also have no exercise price.

14. Disputes

The Board shall determine any question of interpretation and settle any dispute arising under or in connection with this Scheme. In such matters, the Board’s decision shall be final.

15. Amendment of this Scheme

15.1 Subject to Rule 15.2 below and the compliance with the Listing Rules, save for any alterations to this Scheme which are of a material nature, any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rule to the advantage of the Selected Persons must be approved by the Shareholders in general meeting, the Board may amend any of the provisions of the Scheme (including without

limitation to amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions, imposed by the provisions of this Scheme, which are not found in Chapter 17 of the Listing Rules) at any time.

15.2 Subject to compliance with the Listing Rules, any change to the terms of the Awards granted to a Selected Person must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the shareholders of the Company, as the case may be, if the initial grant of the Awards was approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the shareholders of the Company, correspondingly. This requirement does not apply to the alterations take effect automatically under the existing terms of this Scheme. The amended terms of this Scheme must still comply with the applicable provisions of the Listing Rules.

16. Termination of this Scheme

The Board may terminate this Scheme at any time before the expiry of the Scheme Period. The provisions of this Scheme shall remain in full force and effect in respect of RSUs which are granted pursuant to these Rules prior to the termination of the operation of this Scheme. No further Award shall be granted after such termination; however, all Awards granted prior to such termination and not vested on the date of termination shall remain valid. The Company or relevant member of the Group shall notify the Trustee and all Participants of such termination and of how any property held by the Trustee on trust for the Participants (including, but not limited to, any Shares held) and the outstanding RSUs shall be dealt with.

17. Miscellaneous

17.1 Costs of this Scheme

The Company shall bear the costs of establishing and administering this Scheme. For the avoidance of doubt, all stamp duty and/or transfer tax or duty and any other charges payable upon the transfer of the Shares to the Participant upon ~~exercise~~vesting of the RSUs shall be borne by the Participant.

17.2 Notices

- (i) Any notice or other document which has to be given to a Selected Person or a Participant under or in connection with this Scheme may be delivered to the Selected Person or the Participant or sent by post or facsimile transmission or e-mail to him at his home postal address, home or work e-mail address or facsimile number according to the records of his employing company or such other address as the Company reasonably considers appropriate.

- (ii) Any notice or other document which has to be given to the Company under or in connection with this Scheme may be delivered or sent by post to it at its registered office (or such other place as the Board may from time to time decide and notify to the Participants and/or the Trustee) or by facsimile transmission to the central facsimile number of the Company or by e-mail.
- (iii) Any notice or other document which has to be given to the Trustee under or in connection with this Scheme may be delivered or sent by post to it at its registered office (or such other place as the Trustee may from time to time decide and notify to the Company and/or the Participants) or by facsimile transmission to the central facsimile number of the Trustee or the work e-mail address of a designated person of the Trustee as notified by the Trustee to the Company.
- (iv) Any notice or other document if given by a Selected Person or a Participant shall be irrevocable and shall not be effective until actual receipt by the Trustee or the Company (as the case may be).
- (v) Notices sent by post will be deemed to have been given by the Company or the Trustee on the first day after the date of posting, and by the Participant on the date of receipt by the Board or the Trustee (as the case may be). Notices served by hand will be deemed to be served when delivered.

17.3 Responsibility for obtaining consents

A Participant shall be responsible for obtaining any governmental or other official consent that may be required in order to permit the acceptance or ~~exercise~~vesting of the RSUs. The Company and the Trustee shall not be responsible for any failure by a Participant to obtain any such consent and shall not be liable for any cost incurred in obtaining such consent.

17.4 Responsibility for tax etc.

Subject to Rule 17.1, the Company and the Trustee shall not be liable for any tax or other liability to which a Participant may become subject as a result of his or her participation in this Scheme.

17.5 No other rights

This Scheme shall not confer on any person any legal or equitable rights against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company.

17.6 Discretionary Scheme

This Scheme is discretionary and shall not form part of any contract (whether a contract of employment or otherwise) between the Company or any member of the Group and any Eligible Person and/or Selected Person. The rights and obligations of any Eligible Person under the terms of his/her office or employment shall not be affected by his participation in this Scheme. This Scheme shall give an Eligible Person no additional rights to compensation or damages in consequence of the termination of his/her office or employment.

17.7 Power to adopt operational rules

The Board may from time to time adopt such operational rules as it may deem fit for the purpose of giving effect to or implementing this Scheme (including but not limited to formulating rules which restrict the ~~exercise~~vesting of the RSUs granted or to be granted or otherwise impose restrictions on the Participant), provided that such rules do not conflict with these Rules or contravene any of the applicable laws or regulations.

17.8 Governing law and jurisdiction

This Scheme and all RSUs granted under it shall be governed by and construed in accordance with Hong Kong law.

The Hong Kong courts shall have the exclusive jurisdiction to determine any claim, dispute or difference arising out of or in connection with this Scheme or any RSUs granted under it.

Ascentage Pharma Group International
(incorporation in the Cayman Islands with limited liability)

POST IPO SHARE OPTION SCHEME
(Adopted on September 28, 2019 and amended on May 19, 2025)

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The following is the full text of the rules of the Post IPO Share Option Scheme, and the proposed amendments to which are indicated by underlined and strikethrough text for easy reference.

Ascentage Pharma Group International
(Incorporated in the Cayman Islands with limited liability)

POST IPO SHARE OPTION SCHEME

1. DEFINITIONS

1.1 In this Scheme, except where the context otherwise requires, the following words and expressions have the following meanings:–

“Acceptance Date” means the date upon which an Offer must be accepted by the relevant Eligible Participant, being a date not later than 28 days after the Offer Date;

“Adoption Date” means September 28, 2019, the date on which this Scheme is conditionally adopted by an ordinary resolution of the Shareholders, and not being the Amendment Date for the avoidance of doubt;

“Amendment Date” means May 19, 2025, being the date on which the amended and restated Scheme is adopted and approved by the shareholders of the Company;

“approved independent financial adviser” means such independent financial adviser as approved by the Board;

“Articles” means the articles of association of the Company as amended from time to time;

“associate(s)” shall have the meaning ascribed to it in the Listing Rules;

“Auditors” means the auditors for the time being of the Company;

“Board” means the board of Directors from time to time or a duly authorised committee thereof;

~~**“Board”** means the board of Directors or a duly authorised committee thereof;~~

“Business Day” means a day on which the Stock Exchange is open for the business of dealing in securities;

“Cancelled Shares” means those Shares which were the subject of options which had been granted and accepted under this Scheme or any of the other schemes but subsequently cancelled. For the avoidance of doubt, **“Cancelled Shares”** shall exclude **“Lapsed Shares”**;

“Commencement Date” means, in respect of an Option, the date upon which such Option is deemed to be granted and accepted in accordance with paragraph 4.4;

“Company” means Ascentage Pharma Group International, a company incorporated in the Cayman Islands with limited liability on November 17, 2017;

“Companies Law” means the Companies Law (as revised) of the Cayman Islands, as amended, supplemented or otherwise modified from time to time;

“close associate(s)” shall have the meaning ascribed to it in the Listing Rules;

“connected person(s)” has the meaning ascribed to it in the Listing Rules;

“core connected person(s)” shall have the meaning ascribed to it in the Listing Rules;

“Director” means any director of the Company from time to time;

“Eligible Participant” means (a) any executive director of, manager of, or other employee holding an executive, managerial, supervisory or similar position in any member of the Group, any full-time or part-time employee, or a person for the time being seconded to work full-time or part-time for any member of the Group; (b) a director or proposed director (including an independent non-executive director) of any member of the Group; ((a) and (b) collectively, the “Employee Participant”); ~~(c) any substantial shareholder of any member of the Group; (d) a supplier of goods or services to any member of the Group; (e) a customer, consultant, business or joint venture partner, franchisee, contractor, agent or representative of any member of the Group; (f) a person or entity that provides design, research, development or other support or any advisory, consultancy, professional or other services to any member of the Group; and (g) an associate of any of the persons referred to in paragraphs (a) to (e) above;~~ and (c) a Service Provider;

“Exercise Date” means the date of the notice given by the Grantee in respect of the exercise of the Option in accordance with paragraph 7.1;

“Exercise Price” means the price per Share, determined by the Board, at which a Grantee may subscribe for Shares on the exercise of an Option in accordance with paragraph 6;

“Expiry Date” means, in respect of an Option, the date of the expiry of the Option as may be determined by the Board which shall not be later than the last day of the Option Period in respect of such Option;

“Global Offering” means offering of a total of 12,180,900 Shares (subject to reallocation and Over-allotment Option (as defined in the Prospectus)) for subscription, details of which are described in the section headed “Structure and Conditions of the Global Offering” in the Prospectus;

“Grantee” means any Eligible Participant who accepts an Offer in accordance with the rules of this Scheme;

“Group” means the Company and its Subsidiaries;

“HK\$” means Hong Kong dollars, the lawful currency of Hong Kong;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Lapsed Shares” means those Shares which were the subject of options which had been granted and accepted under this Scheme or any of the other schemes but subsequently lapsed. For the avoidance of doubt, **“Lapsed Shares”** shall exclude **“Cancelled Shares”**;

“Listing Date” means the date on which the Shares commence listing on the Main Board of the Stock Exchange;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time;

~~**“New Approval Date”** has the meaning given in paragraph 9.2;~~

~~**“New Scheme Limit”** has the meaning given in paragraph 9.2;~~

“Offer” means an offer of the grant of an Option or Options made in accordance with the Scheme;

“Offer Date” means in respect of an Option, the date on which such Option is offered in writing to an Eligible Participant which must be a Business Day;

“Option” means a right granted by the Company under the Scheme, which right permits (but does not obligate) a Grantee to subscribe for Shares in accordance with the terms of this Scheme;

“Option Period” means in respect of an Option, the period to be notified by the Board to each Grantee within which the Option may be exercisable provided that such period of time shall not exceed a period of ten years commencing on the ~~Commencement~~Offer Date;

“other schemes” means other than this Scheme, all the schemes involving the grant by the Company of options or awards over Shares or other securities of the Company to, or for the benefit of, specified participants of such schemes or any arrangement involving the grant of options or awards to participants over Shares or other securities of the Company which, in the opinion of the Stock Exchange, is analogous to a share ~~option~~ scheme as described in Chapter 17 of the Listing Rules;

“Personal Representative(s)” means a person or persons who, in accordance with the laws of succession applicable in respect of the death of such Grantee is or are entitled to exercise the Option accepted by such Grantee (to the extent not already exercised) in consequence of the death of such Grantee;

“Prospectus” means the prospectus of the Company in respect of the Global Offering;

“Remuneration Committee” means the remuneration committee of the Company established pursuant to the Listing Rules;

“Scheme” means the share option scheme, the rules of which are set out in this document in its present or any amended form;

“Scheme Mandate Limit” has the meaning ascribed to it in paragraph 9;

“Scheme Limit” has the meaning ascribed to it in paragraph 9;

“Scheme Period” means a period commencing on the Listing Date and ending on the tenth anniversary of the Listing Date (both dates inclusive);

“Service Provider(s)” means any person who provides services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of the Group, including: (a) supplier of goods or services to any member of the Group; and (b) a person or entity that provides design, research, development or other support or any advisory, consultancy, professional or other services to any member of the Group, provided that any placing agents or financial advisers providing advisory services to the Group for fundraising, mergers or acquisitions and professional services providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity should not be Service Providers for the purpose of the Scheme;

“Service Provider Sublimit” has the meaning scribed to it in paragraph 9;

“Shares” means ordinary shares of US\$0.0001 each in the capital of the Company or, if there has been a capitalisation issue, rights issue, sub-division or consolidation of shares or reduction of capital in the share capital of the Company, shares forming part of the ordinary equity share capital of the Company of such other nominal amount as shall result from any such capitalisation issue, rights issue, sub-division or consolidation of shares or reduction of capital in the share capital of the Company;

“Shareholders” means the shareholders of the Company from time to time;

“Special Resolution” means a resolution passed at a meeting of the Grantees (being only those Grantees holding Options, all or any part of which is unexercised as at the time of the meeting at which the resolution is proposed) duly convened and held and carried by a majority consisting of not less than three-fourths of the votes cast upon a show of hands or if a poll is duly demanded, by a majority consisting of not less than three-fourths of the votes cast on a poll;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited or (if applicable) such other stock exchange on which the issued share capital of the Company is primarily listed;

“Subsidiary” means an entity, including but not limited to such associate(s) as set forth in the accountants’ report of the Company from time to time, which is a subsidiary for the time being of the Company within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) and **“Subsidiaries”** shall be construed accordingly;~~and~~

“substantial shareholder” has the meaning ascribed to it in the Listing Rules;

“treasury Shares” has the meaning ascribed to it in the Listing Rules; and

“Vesting Period” means in respect of any particular Option, the period between the Offer Date and the day on which such Option vests and becomes exercisable, both days inclusive, and such period shall not be less than 12 months or such other period as the Listing Rules may prescribe or permit except otherwise permitted under this Scheme and/or the Listing Rules in respect of any particular Option granted to an Employee Participant.

1.2 In this Scheme, unless the context otherwise requires:

- (a) paragraph headings are inserted for convenience of reference only and shall not affect the interpretation of this Scheme;
- (b) references to paragraphs are to paragraphs of this Scheme;
- (c) the singular includes the plural and vice versa;
- (d) references to one gender shall include both genders and the neuter;
- (e) any reference to any statute or statutory provision shall include any statute or statutory provision which amends or replaces, or has amended or replaced it, and shall include any subordinate legislation made under the relevant statute; and

- (f) a reference to a “person” shall be construed so as to include any individual, firm, business, company, body corporate or unincorporated or other juridical person, government, federation, state or agency thereof or any joint venture, association, partnership or trust (whether or not having separate legal personality).

2. CONDITIONS

2.1 This Scheme shall take effect subject to and is conditional upon:

- (a) the passing of the necessary resolutions by the Shareholders to approve and adopt the rules of this Scheme and to authorise the Board to grant Options under this Scheme and to allot and issue Shares pursuant to exercise of any Options;
- (b) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the Shares falling to be issued pursuant to the exercise of Options under this Scheme;
- (c) the obligations of the Underwriters (as defined in the Prospectus) under the Underwriting Agreements (as defined in the Prospectus) becoming unconditional and not being terminated in accordance with its terms or otherwise; and
- (d) the ~~commencement of dealings in~~ listing of the Shares on the Stock Exchange.

Since the Amendment Date, the previous share option scheme adopted on September 28, 2019 shall be replaced in its entirety with this Scheme, provided that the options granted before the Amendment Date shall continue to be effective and exercisable in accordance with the terms and conditions thereunder.

2.2 ~~If the conditions in paragraph 2.1 are not satisfied within six calendar months from the Adoption Date:~~

- ~~(a) this Scheme shall forthwith terminate;~~
- ~~(b) any Option granted or agreed to be granted pursuant to this Scheme and any Offer shall be of no effect; and~~
- ~~(c) no person shall be entitled to any rights or benefits or be under any obligations under or in respect of this Scheme or any Option.~~

3. PURPOSE, DURATION AND CONTROL OF SCHEME

3.1 The purpose of this Scheme is to enable the Company to grant Options to Eligible Participants as incentives or rewards for their contribution or potential contribution to the Group and to provide the Eligible Participants an opportunity to have a personal stake in the Company with the view to achieving the following objectives:

- (a) motivate the Eligible Participants to optimise their performance efficiency for the benefit of the Group;
- (b) attract and retain or otherwise maintain on-going business relationship with the Eligible Participants whose contributions are or will be beneficial to the long-term growth of the Group; and/or
- (c) for such purposes as the Board may approve from time to time.

3.2 The Board may, at its absolute discretion, invite the Eligible Participant to take up Options to subscribe for Shares. The basis of eligibility of any Eligible Participant to the grant of any Options shall be determined by the Board (or as the case may be, where required under the Listing Rules, the independent non-executive directors) from time to time on the basis of the Eligible Participant's contribution or potential contribution to the development and growth of the Group.

Eligible Participants under the Scheme include (i) any executive director of, manager of, or other employee holding an executive, managerial, supervisory or similar position in any member of the Group, any full-time or part-time employee, or a person for the time being seconded to work full-time or part-time for any member of the Group; (ii) a director or proposed director (including an independent non-executive director) of any member of the Group; ((i) and (ii) collectively, the “Employee Participant”); or (iii) a Service Provider. The basis of eligibility of any Eligible Participant to the grant of any Options shall be determined by the Board (or as the case may be, where required under the Listing Rules, the independent non-executive directors) from time to time on the basis of the Eligible Participant's contribution or potential contribution to the development and growth of the Group.

In determining eligibility of existing or incoming employees, directors (whether executive or non-executive) or officers of the Company or any member of the Group, the Board may take into account factors including, among others, (i) his/her skill, knowledge, experience, expertise and other relevant personal qualities, (ii) educational and professional qualifications, and knowledge in the industry, (iii) performance, length of employment with the Group, nature of duties and position within the Group, (iv) his/her adherence to the Group's culture and values, or (v) the contribution and potential contribution to the development of the Group.

Service Providers include any consultant who are experts in research and development, clinical trials and academia who provides consultancy services and/or other professional services to any member of the Group in connection with drug development and clinical trials in the ordinary and usual course of business of the Group which is in the interests of the long term growth of the Group, provided that any placing agents or financial advisers providing advisory services to the Group for fundraising, mergers or acquisitions and professional services providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity should not be Service Providers.

In determining the eligibility for such consultant to be a participant of the Scheme, the Board shall, in its absolute discretion, take into account, among others, (i) the skill, knowledge and expertise of the relevant consultant including his or her capability and technical know-how; (ii) his or her experience and network in the pharmaceutical industry and the academia; (iii) his or her research and development capability as well as his or her capability and know-how as to the conduct of clinical trials; (iv) the frequency of collaboration and length of business relationship with the Group; (v) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties and the relevant replacement costs); (vi) the background, reputation and track record of the relevant consultant; (vii) the potential and/or actual contribution to the business affairs of the Group, and in particular, whether such consultant could bring positive impacts to the Group's business, such as drug development and/or commercialization, an increase in revenue or profits or a reduction in costs attributable to or brought by services provided by such consultant; and (viii) other factors, including but not limited to the synergy between the relevant consultant and the Group.

- 3.3** Subject to paragraph 14 and fulfilment of the conditions in paragraph 2.1, this Scheme shall be valid and effective for the Scheme Period after which no further Options shall be offered but the provisions of this Scheme shall in all other respects remain in full force and effect to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of this Scheme and Options granted prior thereto but not yet exercised shall continue to be valid and exercisable in accordance with this Scheme.
- 3.4** This Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to this Scheme or its interpretation or effect (save as otherwise provided herein) shall be final and binding on all parties.

4. OPTIONS

4.1 The Board shall, subject to and in accordance with the provisions of this Scheme and the Listing Rules, be entitled to but shall not be bound, at any time on any Business Day during the Scheme Period, make an Offer to any Eligible Participant whom the Board may in its absolute discretion select and subject to such conditions (including, without limitation, any minimum period for which an Option must be held before it can be exercised and/or any performance targets which must be achieved before an Option can be exercised) as it may think fit, provided that the maximum number of Shares in respect of which Options may be granted under this Scheme to any Eligible Participant, ~~shall not, when aggregated with:~~

- (a) shall not result in the Shares issued and to be issued in respect of all options granted to such Eligible Participant (excluding any options lapsed in accordance with the terms of the respective schemes) any Shares issued upon exercise of Options or options under the other schemes which have been granted to that Eligible Participant;
- (b) ~~any Shares which would be issued upon the exercise of outstanding Options or options under the other schemes granted to that Eligible Participant; and~~
- (c) ~~any Cancelled Shares which were the subject of Options or options under the other schemes which had been granted to and accepted by that Eligible Participant;~~

in any the 12-month period up to and including the Offer Date, exceed one per cent of the number of representing in aggregate over 1% of the total Shares in issue on the Offer Date (excluding treasury shares).

4.2 If the Board determines to make an Offer to an Eligible Participant which exceed the limit set out in paragraph 4.1:

- (a) that grant shall be subject to (i) the issue of a circular by the Company to the Shareholders which shall comply with, and containing the information specified in, Rules ~~47.03~~17.03D(42) and 17.06 of the Listing Rules and or such other requirements as prescribed under the Listing Rules from time to time; and (ii) the separate approval of the Shareholders, in the manner prescribed by the relevant provisions of the Listing Rules, in general meeting at which that Eligible Participant and his close associates (or his associates if the Eligible Participant is a connected person) shall abstain from voting;
- (b) unless provided otherwise in the Listing Rules, the date of the Board meeting at which the Board resolves to grant the proposed Options to that Eligible Participant shall be taken as the Offer Date for the purpose of calculating the Exercise Price; and
- (c) the number and terms (including the Exercise Price) of such Options are fixed before the general meeting of the Company at which the same are approved.

4.3 If the Board determines to make an Offer to an Eligible Participant in accordance with paragraph 4.1, the Board shall forward to the relevant Eligible Participant an offer document in such form as the Board may from time to time determine which states (or, alternatively, documents accompanying the offer document which state), among others:–

- (a) the Eligible Participant’s name, address and occupation/position;
- (b) the Offer Date;
- (c) the Acceptance Date;
- (d) ~~the Commencement Date or, if the Option Period does not commence on the Commencement Date, the date of commencement of the Option Period;~~
- (e) the number of Shares in respect of which the Option is offered;
- (f) the Exercise Price and the manner of payment of the Exercise Price for the Shares on and in consequence of the exercise of the Option;
- (g) the Expiry Date in relation to that Option;
- (h) the method of acceptance of the Option which shall, unless the Board otherwise determines, be as set out in paragraph 4.4; and
- (i) such other terms, conditions, restrictions or limitations including (without prejudice to the generality of the foregoing) qualifying and/or continuing criteria, conditions, restrictions or limitations relating to the achievement of performance, operating or financial targets, the satisfactory performance or maintenance of certain conditions or obligations or the time or period before the Option can be exercised or any of the Shares shall be vested provided that such terms or conditions shall not be inconsistent with this Scheme. For the avoidance of doubt, subject to such terms and conditions as the Board may determine as aforesaid (including such terms and conditions in relation to their vesting, exercise or otherwise) there is no minimum period for which an Option must be held before it can be exercised and no performance target which need to be achieved by the Grantee before the Option can be exercised.

- 4.4** An Option shall be deemed to have been granted and accepted by the Grantee and to have taken effect when the duplicate offer document constituting acceptance of the Option duly signed by the Grantee, together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof is received by the Company on or before the relevant Acceptance Date. Such remittance shall in no circumstances be refundable and shall be deemed as part payment of the Exercise Price.
- 4.5** Any Offer may be accepted in respect of less than the number of Shares for which it is offered provided that it must be accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the duplicate offer document constituting acceptance of the Option in the manner as set out in paragraph 4.4. To the extent that the Offer is not accepted by the Acceptance Date, it shall be deemed to have been irrevocably declined.
- 4.6** The Options shall not be listed or dealt in on the Stock Exchange.
- 4.7** An Option and an Offer shall be personal to the Grantee and shall not be transferable or assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any Option held by him or any Offer made to him or attempt to do so (save that the Grantee may nominate a nominee in whose name the Shares issued pursuant to this Scheme may be registered). Any breach of the foregoing shall entitle the Company to cancel any outstanding Options or any part thereof granted to such Grantee.
- 4.8** ~~For so long as the Shares are listed on the Stock Exchange, the Board shall not make any Offer after a price-sensitive event has occurred or a price-sensitive matter has been the subject of a decision until such price-sensitive information has been announced pursuant to the requirements of the Listing Rules. In particular, no Options shall be granted during the period commencing one month immediately preceding the earlier of:~~
- 4.8** No offer of grant of Option shall be made after inside information has come to the knowledge of the Company until (and including) the trading day after such inside information has been published in accordance with the Listing Rules. In particular, no option may be granted during the period of one (1) month commencing 30 days immediately preceding the earlier of:
- (a) the date of the Board meeting (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 announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the results announcement. The period during which no Option may be granted will cover any period of delay in the publication of a results announcement.

No grant of Option to a Director shall be allowed during the period prohibited by the Model Code for Securities Transactions by Directors of Listed Issuers of the Listing Rules. If any Option is proposed to be granted to a Director, it shall not be granted, accepted or vested on any day on which the financial results of the Company are published and during the period of: (i) 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 (ii) 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.

5. OPTIONS TO CONNECTED PERSONS

- 5.1** Subject to paragraphs 4.2, 5.2, 9.2 and 9.3, if the Board determines to make an Offer to a Director, chief executive or substantial shareholder of the Company or any of their respective associates, such grant shall be subject to the approval by the independent non-executive Directors (and in the event that the Board makes an Offer to an independent non-executive Director, the vote of such independent non-executive Director shall not be counted for the purposes of approving such grant). Each grant of Options to a Director, the chief executive or a senior management of the Company or any of their respective associates (as defined in the Listing Rules) under this Scheme or any other share schemes of the Company or any of its subsidiaries shall be subject to the approval of the Remuneration Committee.
- 5.2** If the Board determines to make an Offer to a substantial shareholder or an independent non-executive Director (or any of their respective associates) and that grant would result in the Shares issued and to be issued upon exercise of all options and awards already granted and to be granted (including options and awards exercised, cancelled and outstanding but excluding any options and awards lapsed in accordance with the terms of their respective schemes) to such person under this Scheme and the other schemes in the 12-month period up to and including the Offer Date;²
- (a) representing in aggregate over 0.1 per cent, or such other percentage as may be from time to time provided under the Listing Rules, of the Shares in issue (excluding treasury Shares) on the Offer Date; and

- (b) ~~having an aggregate value, based on the official closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange on the Offer Date, in excess of HK\$5 million or such other sum as may be from time to time provided under the Listing Rules,~~

such grant shall be subject to, in addition to the approval of the independent non-executive Directors as referred to under paragraph 5.1, the issue of a circular by the Company to the Shareholders and the approval of the Shareholders in general meeting by way of a poll convened and held in accordance with the Articles at which the Grantee, his associates and all core connected persons of the Company shall abstain from voting in favour of the resolution concerning the grant of such Options at the general meeting, and/or such other requirements prescribed under the Listing Rules from time to time. Unless provided otherwise in the Listing Rules, the date of the Board meeting at which the Board proposes to grant the proposed Options to that Eligible Participant shall be taken as the Offer Date for the purpose of calculating the Exercise Price. If grant of Options involves Director(s), the relevant Director(s) should abstain from voting at the Board meeting or the Remuneration Committee meeting.

~~5.3 Any change in the terms of any Option granted to a substantial shareholder of the Company or an independent non-executive Director or any of their respective associates which would result in the number and value of the shares exceeding that set out in paragraph 5.2 shall be subject to:~~

- (a) ~~a circular regarding the change has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of the Listing Rules; and~~
- (b) ~~the change has been approved by the Shareholders in general meeting at which the Grantee, his associates and all core connected persons abstained from voting in favour at such meeting.~~

~~5.3~~ The circular to be issued by the Company to the Shareholders pursuant to paragraph 5.2

~~5.4~~ shall contain the following information:

- (a) the details of the number and terms (including the Exercise Price) of the Options to be granted to each Eligible Participant which must be fixed before the Shareholders' meeting and the Offer Date (which shall be the date of the Board meeting at which the Board proposes to grant the proposed Options to that Eligible Participant);
- (b) a recommendation from the views of the independent non-executive Directors (excluding any independent non-executive Director who is the relevant Grantee) as to whether the terms of the grant are fair and reasonable and whether such grant is in the interests of the issuer and its shareholders as a whole, and their recommendation to the independent Shareholders as to voting;

- (c) the information required under Rules 17.02(2)(c) ~~and 17.02(2)(d) and the disclaimer required under Rule 17.02(4)~~ of the Listing Rules; and
- (d) the information required under Rule 2.17 of the Listing Rules.

5.4 The requirements in this paragraph 5 do not apply where the Eligible Participant is only a proposed director or chief executive of the Company.

6. EXERCISE PRICE

The Exercise Price in relation to each Option offered to an Eligible Participant shall, subject to the adjustments referred to in paragraph 10, be determined by the Board in its absolute discretion but in any event shall not be less than the highest of:

- (a) the closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange on the Offer Date; and
- (b) the average of the closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange for the five Business Days immediately preceding the Offer Date; and
- (c) ~~the nominal value of a Share,~~

Without prejudice to the generality of the foregoing, the Board (or any duly authorized committee or person by the Board) may grant Options in respect of which the Exercise Price is fixed at different prices for different periods during the Option Period provided that the Exercise Price for Shares for each of the different period shall not be less than the Exercise Price determined in the manner set out in this paragraph 6.

~~provided that for the purpose of determining the Exercise Price where the Shares have been listed on the Stock Exchange for less than five Business Days preceding the Offer Date, the issue price of the Shares in connection with such listing shall be deemed to be the closing price of the Shares for each Business Day falling within the period before the listing of the Shares on the Stock Exchange.~~

7. EXERCISE OF OPTIONS

7.1 Subject to paragraph 7.3, an Option shall be exercised in whole or in part and, other than where it is exercised to the full extent outstanding, shall be exercised in integral multiples of such number of Shares as shall represent one board lot for dealing in Shares on the Stock Exchange for the time being, by the Grantee 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 Exercise Price for the Shares in respect of which the notice is given.

Within 30 days after receipt of the notice and the remittance of the Exercise Price and, where appropriate, receipt of the certificate by the Auditors or the approved independent financial adviser as the case may be pursuant to paragraph 10, the Company shall allot and issue the relevant number of Shares to the Grantee (or, as the case may be, his or her Personal Representative(s)) credited as fully paid and issue to the Grantee (or, as the case may be, his or her Personal Representative(s)) certificates in respect of the Shares so allotted.

- 7.2** The exercise of any Option may be subject to a vesting schedule to be determined by the Board in its absolute discretion which shall be specified in the offer letter. The exercise of any Option shall be subject to the Shareholders in general meeting approving any necessary increase in the authorised share capital of the Company.
- 7.3** Subject as hereinafter provided and to the extent as allowed by the relevant laws and regulations, as determinate otherwise by the Board, an Option may be exercised by a Grantee at any time or times during the Option Period provided that:–
- (a) in the event that the Employee Participant~~Grantee (being an individual)~~ dies before exercising the Option in full, his/her legal personal representative(s) may exercise the Option up to the Employee Participant~~Grantee's~~ entitlement (to the extent which has become exercisable and not already exercised) within the period of 12 months following his/her death provided that where any of the events set out in paragraph 7.3(d), (e) and (f) occurs prior to his/her death or within such 12-month period following his/her death, then his/her legal personal representative(s) may so exercise the Option within such of the various periods respectively set out in such paragraphs instead of the period referred to in this paragraph 7.3(a) and provided further that if within a period of 3 years prior to the Employee Participant~~Grantee's~~ death, the Employee Participant~~Grantee~~ had committed any of the acts as specified in paragraph 8.1(d) which would have entitled the Company to terminate his/her employment prior to his/her death, the Board may at any time forthwith terminate the Option of the Employee Participant~~Grantee~~ (to the extent not already lapsed or exercised) by written notice to his/her legal personal representatives and the Option (to the extent not already exercised) shall lapse on the date of the relevant Board resolution;
 - (b) in the event that the Grantee is an employee of the Group when an Offer is made to him/her and he/she subsequently ceases to be an employee of the Group for any reason other than (i) his/her death or (ii) the termination of his/her employment on one or more of the grounds specified in paragraph 8.1(d), the Option (to the extent not already lapsed or exercised) shall lapse on the expiry of 3 months after the date of cessation of such employment (which date will be the last actual working day on which the Grantee was physically at work with the Company or the relevant member of the Group whether salary is paid in lieu of notice or not);

- (c) in the event that the Grantee is an employee of the Group when an Offer is made to him/her and he/she subsequently ceases to be an employee by reason of a termination of his/her employment on one or more of the grounds specified in paragraph 8.1(d) and the Grantee has exercised the Option in whole or in part pursuant to paragraph 7.2, but Shares have not been allotted to him/her, the Grantee shall, unless the Board determines otherwise, be deemed not to have so exercised such Option and the Company shall return to the Grantee the amount of the Exercise Price for the Shares in respect of the purported exercise of such Option;
- (d) in the event of a general offer (whether by way of takeover offer or scheme of arrangement or otherwise in like manner) being made to all the Shareholders (or all such holders other than the offeror and/or any persons controlled by the offeror and/or any person acting in association or concert with the offeror) the Company shall use its best endeavours to procure that an appropriate offer is extended to all the Grantee (on comparable terms, mutatis mutandis, and assuming that they will become, by the exercise in full of the Options granted to them, as Shareholders). If such offer becoming or being declared unconditional, the Employee Participant ~~Grantee~~ (or, as the case may be, his/her legal personal representative(s)) shall, notwithstanding any terms on which his/her Options were granted, be entitled to exercise the Option in full (to the extent not already lapsed or exercised) at any time within 1 month after the date on which the offer becomes or is declared unconditional;
- (e) in the event of a compromise or arrangement between the Company and the Shareholders or its creditors being proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies pursuant to the Companies Law, the Company shall give notice thereof to all the Grantees on the same day as it gives notice of the meeting to the Shareholders or its creditors to consider such a compromise or arrangement and the Options (to the extent not already lapsed or exercised) granted to an Employee Participant shall become exercisable in whole or in part not later than 2 Business Days prior to the date of the general meeting directed to be convened by the court for the purposes of considering such compromise or arrangement (the “**Suspension Date**”), by giving notice in writing to the Company in accordance with paragraph 7.2, accompanied by a remittance for the full amount of the aggregate Exercise Price for the Shares in respect of which the notice is given whereupon the Company shall as soon as practicable and, in any event, no later than 3:00 p.m. on the Business Day immediately prior to the date of the proposed general meeting, allot and issue the relevant Shares to the Employee Participant ~~Grantee~~ credited as fully paid. With effect from the Suspension Date, the rights of all Grantees to exercise their respective Options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all Options shall, to the extent that they have not been exercised, lapse and determine. The Board shall endeavour to procure that the Shares issued as a result of the exercise of Options under this paragraph 7.3(e) shall

for the purposes of such compromise or arrangement form part of the issued share capital of the Company on the effective date thereof and that such Shares shall in all respects be subject to such compromise or arrangement. If for any reason such compromise or arrangement is not approved by the court (whether upon the terms presented to the court or upon any other terms as may be approved by such court), the rights of Employee Participants~~Grantee~~ to exercise their respective Options shall with effect from the date of the making of the order by the court be restored in full but only up to the extent not already exercised and shall thereupon become exercisable (but subject to the other terms of this Scheme) as if such compromise or arrangement had not been proposed by the Company and no claim shall lie against the Company or any of its officers for any loss or damage sustained by any Employee Participant~~Grantee~~ as a result of such proposal, unless any such loss or damage shall have been caused by the act, neglect, fraud or wilful default on the part of the Company or any of its officers;

- (f) in the event a notice is given by the Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all Grantees and thereupon, each Employee Participant~~Grantee~~ shall be entitled to exercise all or any of his Options (to the extent not already lapsed or exercised) at any time not later than 2 Business Days prior to the proposed general meeting of the Company by giving notice in writing to the Company in accordance with paragraph 7.1, accompanied by a remittance for the full amount of the aggregate Exercise Price of the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Employee Participant~~Grantee~~ credited as fully paid.

7.4 The Shares to be allotted upon the exercise of an Option will be subject to all the provisions of the memorandum of association and the Articles and the laws of the Cayman Islands from time to time and shall rank *pari passu* in all respects with the then existing fully paid Shares in issue on the allotment date or, if that date falls on a day when the register of members of the Company is closed, the first date of the re-opening of the register of members, and accordingly will entitle the holders to participate in all dividends or other distributions paid or made on or after the allotment date or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members, other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefore shall be before the allotment date.

7.5 A Share issued upon the exercise of an Option shall not carry rights until the registration of the Grantee (or any other person) as the holder thereof.

- 7.6** There is no general requirement for any performance target that has to be achieved before any Option can become vested and exercisable except as otherwise imposed by the Board (or any duly authorized committee or person by the Board) and stated in the offer of grant of an Option.
- 7.7** The Options may be vested over such period as determined by the Board (or any duly authorized committee or person by the Board) in its absolute discretion. The periods over which the Options will vest shall not be less than 12 months or such other minimum vesting periods prescribed from time to time by any laws, regulations or rules to which this Scheme may be subject, including the Listing Rules or regulations of any stock exchange on which the Shares may be listed and quoted. Furthermore the Shares to be issued and allotted to a Grantee pursuant to the exercise of any Option under this Scheme may or may not, at the discretion of the Board (or any duly authorized committee or person by the Board), be subject to any retention period. An Option granted to an Employee Participant may be subject to a shorter Vesting Period under specific circumstances which include but not limited to those as set out below:
- (a) grants of “make-whole” Options to an Employee Participant (who is a new joiner) to replace the options he forfeited when leaving his previous employer(s). In such case, the Vesting Period may be shorter to reflect the remaining vesting period in respect of the forfeited options;
 - (b) grants of “make-whole” Options to an Employee Participant who is an existing key personnel of a newly acquired Subsidiary of the Company to replace the options he forfeited upon the acquisition of the Subsidiary by the Company. In such case, the Vesting Period may be shorter to reflect the remaining vesting period in respect of the forfeited options;
 - (c) grants to an Employee Participant whose employment is terminated due to retirement, death, disability, or reasons other than resignation or Cause. In such circumstance(s), the vesting of an Option may accelerate;
 - (d) grants of Options with performance-based vesting condition(s), in lieu of time-based vesting criteria;
 - (e) 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 periods may be shorter to reflect the time from which an Option would have been granted;
 - (f) grants of Options with a mixed or accelerated vesting schedule such as where such Options may vest evenly over a period of 12 months;

- (g) grants of Options with a total Vesting Period and holding period of more than 12 months; or
- (h) grants of Options as the year-end bonus of such Employee Participant.¹

8. CLAWBACK MECHANISM – LAPSE OF OPTION

8.1 The Company can clawback an Option by treating it as shall-lapsed automatically and not be exercisable (to the extent not already exercised) on the earliest of –

- (a) the expiry of the Option Period;
- (b) the expiry of any of the periods referred to in paragraphs 7.3(a), (b), (d) or (f);
- (c) subject to paragraph 7.3 (f), the date of the commencement of the winding-up of the Company;
- (d) in the event that the Grantee is an employee of the Group when an Offer is made to him/her and he/she subsequently ceases to be an employee of the Group on any one or more of the grounds that he/she has been guilty of serious misconduct, or has committed an act of bankruptcy or has become insolvent or has made any arrangement or composition with his/her creditors generally, or has been convicted of any criminal offence involving his/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/her employment at common law or pursuant to any applicable laws or under the Grantee's service contract with the Group, the date of cessation of his/her employment with the Group. A resolution of the Board or the board of directors of the relevant member of the Group to the effect that employment of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph 8.1(d) shall be conclusive and binding on the Grantee;
- (e) the date on which the Board exercises the Company's right to cancel, revoke or terminate the Option on the ground that the Grantee commits a breach of paragraph 7.1 in respect of that or any other Option; and

¹ The Directors and the Remuneration Committee are of the view that the vesting period (including the circumstances in which a shorter vesting period may apply), as detailed above, enables the Company to offer competitive remuneration and reward packages to Employee Participants, on an ad hoc basis, in such circumstances that would be justified and reasonable, which is also consistent with the Listing Rules and the former practice of the Company and peer companies in the Group's industry. In particular, Options granted as year-end bonuses to Employee Participants may have a shorter vesting period as, despite year-end bonuses being a reward for satisfactory past performance in nature, providing year-end bonuses in the form of Options as opposed to cash would link the value of the year-end bonuses to the future performance of the Group as well, thereby encouraging and incentivizing Employee Participants to continue committing and contributing to the development and expansion of the Group and its business. Accordingly, the above vesting period is considered appropriate and aligns with the purpose of the Scheme.

- (f) where the Grantee is only a substantial shareholder of any member of the Group, the date on which the Grantee ceases to be a substantial shareholder of such member of the Group; ~~and~~
- (g) subject to the compromise or arrangement as referred to in paragraph 7.3(e) becoming effective, the date on which such compromise or arrangement becomes effective; or
- (h) unless otherwise determined by the Board (or any duly authorized committee or person by the Board), the performance target in relation to the exercise of any Option cannot be achieved.

8.2 No compensation shall be payable upon the lapse of any Option, provided that the Board shall be entitled in its discretion to pay such compensation to the Grantee in such manner as it may consider appropriate in any particular case.

9. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION

9.1 ~~Unless further approval has been obtained pursuant to paragraphs 9.2 and/or 9.39.4 and subject to paragraphs 9.4 and 9.2, 9.5, as at the Listing Date and 9.6, the maximum number of Shares in respect of which Options or options under the other schemes~~Scheme may be granted and yet to be exercised is ten per cent (10%) (“Scheme Limit”) of the Shares in issue immediately upon completion of the Global Offering (assuming that the Over-allotment Option is not exercised) . As at the Offer Date of any proposed grant of Options (including options that have been cancelled but excluding those lapsed in accordance with the terms of the respective share schemes) is 14,907,462 Shares, representing 4.2783% of the total Shares in issue (excluding treasury Shares) as at the Amendment Date (the “Scheme Limit”).

9.1 The Shares which may be issued in respect of all options and awards to be granted under this Scheme and any other share schemes of the Company (including options or awards that have been cancelled but excluding those lapsed in accordance with the terms of the respective share schemes) shall not exceed 29,113,683 Shares (representing 10% of the number of Shares in issue (excluding treasury Shares) on the Amendment Date) (the “Scheme Mandate Limit”).

9.2 Subject to the Scheme Limit and the Scheme Mandate Limit, the maximum number of Shares in respect of which Options under the Scheme may be granted is such number of Shares less the aggregate of the following Shares as at that Offer Date: to the Service Providers and yet to be exercised (including options or awards have been cancelled but excluding those lapsed in accordance with the terms of the respective share schemes) is 3,483,089 Shares, representing one per cent (1%) of the Shares in issue (excluding treasury Shares) as at the Amendment Date (the “Service Provider Sublimit”).

- (a) ~~the number of Shares which would be issued on the exercise in full of the Options or options under the other schemes but not cancelled, lapsed or exercised;~~

9.3 Subject to paragraphs 9.1 and 9.2, the Company may seek approval of the Shareholders in general meeting for refreshing the Scheme Limit, the Scheme Mandate Limit and/or the Service Provider Sublimit every three years after the Amendment Date or the shareholder approval date of the last refreshment, as the case may be. However, the Scheme Mandate Limit as refreshed shall not exceed 10% of the total number of Shares in issue (excluding treasury Shares) as at the date of approval of the refreshed scheme mandate. Any refreshment within any three year period must be approved by Shareholders subject to the following or other terms under the applicable listing rules and laws and regulations: (i) any controlling shareholders (as defined in the Listing Rules) and their associates (or if there is no controlling shareholders, Directors (excluding the independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favor of the relevant resolutions at the general meeting; and (ii) the Company must comply with the requirement of independent shareholder approval. A circular containing the information required under the Listing Rules shall be sent to the Shareholders in connection with the meeting at which their approval will be sought.

- (b) ~~the number of Shares which have been issued and allotted pursuant to the exercise of any Options or options under the other schemes; and~~

- (c) ~~the number of Cancelled Shares.~~

9.2 ~~Subject to paragraph 9.4, the issue of a circular by the Company which complies with Rules 17.03(3) and 17.06 of the Listing Rules and the approval of the Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time, the Scheme Limit may be increased from time to time to ten per cent of the Shares in issue (“**New Scheme Limit**”) as at the date of such Shareholders’ approval (“**New Approval Date**”). Thereafter, as at the Offer Date of any proposed grant of Options, the maximum number of Shares in respect of which Options may be granted is the New Scheme Limit as refreshed less the aggregate of the following Shares as at that Offer Date:~~

- (a) ~~the number of Shares which would be issued on the exercise in full of the Options and options under the other schemes granted on or after the New Approval Date but not cancelled, lapsed or exercised;~~
- (b) ~~the number of Shares which have been issued and allotted pursuant to the exercise of any Options or options under the other schemes granted on or after the New Approval Date of approval of the refreshed scheme mandate; and~~

- (c) the number of Cancelled Shares, the subject of Options or options under the other schemes granted on or after the ~~New Approval Date~~date of approval of the refreshed scheme mandate.
- 9.3** ~~Subject to paragraph 9.4, the issue of a circular by the Company to the Shareholders and the approval of the Shareholders in general meeting in compliance with Rules 17.03(3) and 17.06 of the Listing Rules and/or such other requirements prescribed under the Listing Rules from time to time, the Board may grant Options exceeding the Scheme Limit to Eligible Participants specifically identified by the Board.~~
- 9.4** The Company may seek separate approval by the Shareholders in general meeting for granting Options beyond the Scheme Limit PROVIDED THAT:
- 9.4** ~~Any increase in the Scheme Limit pursuant to paragraphs 9.2 or 9.3 shall in no event result in the number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under this Scheme and the other schemes exceeding 30 per cent of the Shares in issue from time to time.~~
- (a) the Grantee(s) of such Option(s) must be specifically identified by the Company before such approval is sought;
- (b) a circular containing a generic description of the specified Grantees who may be granted such Options, the number and terms of the Options to be granted, the purpose of granting such Options to the Grantees with an explanation as to how the terms of Options serve such purpose and other information required by the Listing Rules shall be sent to the Shareholders;
- (c) the number and terms of such Options are fixed before the general meeting of the Company at which the same are approved; and
- (d) unless provided otherwise in the Listing Rules, the date of the Board meeting at which the Board resolves to grant the proposed Options to that Eligible Participant shall be taken as the Offer Date for the purpose of calculating the Exercise Price.
- 9.5** The Scheme Limit, Service Provider Sublimit and Scheme Mandate Limit referred to in paragraph~~paragraphs~~ 9.1, 9.2 and 9.3 (or as increased~~refreshed~~ in accordance with paragraphs 9.2 and/or 9.3~~9.4~~, as the case may be) shall be adjusted, in such manner as the Auditors or the approved independent financial adviser shall certify to be appropriate, fair and reasonable in the event of any alteration in the capital structure of the Company in accordance with paragraph 10 whether by way of capitalisation issue, rights issue, sub-division or consolidation of shares or reduction of share capital of the Company ~~but in any event shall not exceed the limit prescribed in paragraph 9.4.~~

10. CAPITAL RESTRUCTURING

10.1 In the event of any capitalisation issue, rights issue, sub-division or consolidation of shares or reduction of capital of the Company in accordance with applicable laws and regulatory requirements, 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) in:

- (a) the number of Shares subject to any outstanding Options; and
- (b) the Exercise Price,

as the Auditors shall certify in writing or the approved independent financial adviser shall confirm in writing (as the case may be) to the Board to be in their opinion fair and reasonable and in compliance with the relevant provisions of the Listing Rules (or any guideline or supplementary guidance as may be issued by the Stock Exchange from time to time) (no such certification or confirmation is required in case of adjustment made on a capitalisation issue), provided that any such alteration shall give a Grantee as near as possible the same proportion of the issued share capital of the Company (rounded to the nearest whole share) as (but in any event shall not be greater than) that to which he/she/it was previously entitled and any such adjustments shall be made on the basis that the aggregate Exercise Price payable by a Grantee on the full exercise of any Option shall remain as nearly as possible the same (but shall not be greater than, except upon any consolidation of the Shares pursuant to this paragraph 10) it was before such event, but no adjustment shall be made to 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 approved independent financial adviser (as the case may be) in this paragraph 10 is that of experts and not of arbitrators and their certification or confirmation shall, in the absence of manifest error, be final, conclusive and binding on the Company and the Grantees. The costs of the Auditors or the approved independent financial adviser (as the case may be) shall be borne by the Company.

Subject to the above principles and certification procedures, and any further or updated guidance or interpretation of the Listing Rules from time to time, the default method of adjustment shall be made in accordance with FAQ13 – No. 1-20 and its appendix (Supplementary Guidance on Main Board Listing Rule 17.03(13) and the Note to the Rule) (the “Supplementary Guidance”) published by the Stock Exchange, which for the ease of reference, has been set out below:

- (1) In the case of a capitalization issue, bonus issue, rights issue or open offer of shares, the Company would calculate the adjusted number of Options and adjusted exercise price by applying the formula prescribed (and as updated from time to time) by the Stock Exchange in section I of the Supplementary Guidance, set out below:

New number of Options = Existing Options x F

New Exercise Price = Existing Exercise Price x 1/F

Where

$$F = \frac{\text{CUM}}{\text{TEEP}}$$

CUM = Closing price as shown in the Daily Quotation Sheet of the Exchange on the last day of trading before going Ex-Entitlement

$$\text{TEEP (Theoretical Ex Entitlement Price)} = \frac{\text{CUM} + M \times R}{1 + M}$$

M = Entitlement per existing Share

R = Subscription Price

- (2) In the case of a sub-division of shares or reduction of the share capital, the Company would calculate the adjusted number of Options and adjusted exercise price by applying the formula prescribed (as updated from time to time) by the Stock Exchange in section II of the Supplementary Guidance set out below:

New number of Options = Existing Options x F

New Exercise Price = Existing Exercise Price x 1/F

Where F = Subdivision or Consolidation Factor.

Upon any adjustment pursuant to paragraph 10.1, the Company shall notify the Grantees in writing the adjustments that have been made. If there has been any alteration in the capital structure of the Company, and if the Company has not yet informed the Grantees of any necessary adjustments to be made to their Options in accordance with the certificate of the Auditors or the confirmation of the approved independent financial adviser (as the case may be), the Company shall, upon receipt of a notice from a Grantee in accordance with paragraph 7.1, inform the Grantee of such alteration and shall either inform the Grantee of the adjustment to be made in accordance with the aforesaid certificate or confirmation obtained by the Company for such purpose or, if no such certificate or confirmation has yet been obtained, inform the Grantee of such fact and instruct the Auditors or the approved independent financial adviser as soon as practicable thereafter to issue a certificate or provide a written confirmation in that regard in accordance with paragraph 10.1.

11. SUFFICIENT SHARE CAPITAL

Subject to paragraph 7.2, the Board shall at all times set aside for the purposes of this Scheme, out of the authorised but unissued share capital of the Company, such number of Shares as the Board may from time to time determine to be sufficient to meet subsisting requirements for the exercise of outstanding Options.

12. DISPUTES

Any dispute arising in connection with this Scheme (whether as to the number of Shares subject to an Option, the amount of the Exercise Price or otherwise) shall be referred to the Auditors or the approved independent financial advisor to the Company who shall act as experts and not as arbitrators and whose decision shall, in the absence of manifest error, be final, conclusive and binding on all persons who may be affected thereby. The costs of the Auditors or the approved independent financial advisor to the Company shall be borne equally by the Company and the relevant Grantee.

13. ALTERATION OF THIS SCHEME

13.1 Subject to paragraph 13.2 below, and the compliance with the Listing Rules, save for any alternations to this Scheme which are of a material nature of any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rule to the advantage of the Eligible Participants must be approved by the Shareholders in general meeting, the Board may amend any of the provisions of the Scheme (including without limitation to amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions, imposed by the provisions of this Scheme, which are not found in Chapter 17 of the Listing Rules) at any time. The terms and conditions of this Scheme and the regulations for the administration and operation of this Scheme (provided that the same are not inconsistent with this Scheme and the Listing Rules) may be altered in any respect by resolution of the Board except that:

- (a) ~~any alteration to the advantage of the Grantees or the Eligible Participants (as the case may be) in respect of the matters contained in Rule 17.03 of the Listing Rules, including without limitation, the definitions of “Eligible Participant”, “Expiry Date”, “Grantee” and “Option Period” in paragraph 1.1 and the provisions in paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 14, 15 and this paragraph 13; or~~
- (b) ~~any material alteration to the terms and conditions of this Scheme or any change to the terms of Options granted (except any alterations which take effect automatically under the terms of this Scheme), must be made with the prior approval of the Shareholders in general meeting at which any persons to whom or for whose benefit the Shares may be issued under this Scheme and their respective associates shall abstain from voting PROVIDED THAT the amended terms of this Scheme or the~~

~~Options shall remain in compliance with Chapter 17 of the Listing Rules and no alteration shall operate to affect adversely the terms of issue of any Option granted or agreed to be granted prior to such alteration or to reduce the proportion of the equity capital to which any person was entitled pursuant to such Option prior to such alteration except with:~~

- ~~(i) the consent in writing of Grantees holding in aggregate Options which if exercised in full on the date immediately preceding that on which such consent is obtained would entitle them to the issue of three-fourths in nominal value of all Shares which would fall to be issued upon the exercise of all Options outstanding on that date; or~~
- ~~(ii) the sanction of a Special Resolution.~~

~~Written notice of any alterations made in accordance with this paragraph 13.1 shall be given to all Grantees.~~

13.3 Subject to compliance with the Listing Rules, any change to the terms of the Options granted to a Grantee must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the shareholders of the Company, 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 of the Company, correspondingly. This requirement does not apply to the alterations take effect automatically under the existing terms of this Scheme. The amended terms of this Scheme must still comply with the applicable provisions of the Listing Rules.

~~13.2 In respect of any meeting of Grantees referred to in paragraph 13.1, all the provisions of the Articles as to general meetings of the Company shall mutatis mutandis apply as though the Options were a class of shares forming part of the capital of the Company except that:—~~

- ~~(a) not less than seven days' notice of such meeting shall be given;~~
- ~~(b) a quorum at any such meeting shall be two Grantees present in person or by proxy and holding Options entitling them to the issue of one-tenth in nominal value of all Shares which would fall to be issued upon the exercise of all Options then outstanding unless there is only one Grantee holding all Options then outstanding, in which case the quorum shall be one Grantee;~~
- ~~(c) every Grantee present in person or by proxy at any such meeting shall be entitled on a show of hands to one vote, and on a poll, to one vote for each Share to which he would be entitled upon exercise in full of his Options then outstanding;~~
- ~~(d) any Grantee present in person or by proxy may demand a poll; and~~

- (e) ~~if any such meeting is adjourned for want of a quorum, such adjournment shall be to such date and time, not being less than seven or more than fourteen days thereafter, and to such place as may be appointed by the chairman of the meeting. At any adjourned meeting those Grantees who are then present in person or by proxy shall form a quorum and at least seven days' notice of any adjourned meeting shall be given in the same manner as for an original meeting and such notice shall state that those Grantees who are then present in person or by proxy shall form a quorum.~~

~~13.3 Any change to the authority of the Board in relation to any alterations to the terms of this Scheme must be approved by the Shareholders in general meeting.~~

13.4 Notwithstanding anything to the contrary contained in paragraphs 13.1, ~~13.2~~13.2, 13.3 and ~~13.3~~13.4, the Board may at any time alter or modify the Scheme in any way to the extent necessary to cause the Scheme to comply with any statutory provisions or the regulations of any regulatory or other relevant authority. Any amendment to any terms of the Scheme or the options granted shall comply with the relevant requirements of Chapter 17 of the Listing Rules.

14. TERMINATION

14.1 The Company by resolution in general meeting or the Board may at any time resolve to terminate the operation of this Scheme and in such event no further Offers shall be made but the provisions of this Scheme shall remain in force to the extent necessary to give effect to the exercise of any Option granted prior to the termination or otherwise as may be required in accordance with the provisions of this Scheme and Options granted prior to such termination shall continue to be valid and exercisable in accordance with this Scheme.

~~14.2 Details of the Options granted, including Options exercised or outstanding, under this Scheme shall be disclosed in the circular to Shareholders seeking approval of the new scheme established after the termination of this Scheme.~~

15. CLAWBACK MECHANISM – CANCELLATION OF OPTIONS

15.1 Any cancellation of Options granted but not exercised may be effected on such terms as may be agreed with the relevant Grantee, as the Board may in its absolute discretion sees fit and in a manner that complies with all applicable legal requirements for such cancellation. Where the Company cancels Options and issues new ones to the same Grantee, the issue of such new Options may only be made under this Scheme with available unissued Options (excluding the cancelled Options) and in compliance with the terms of this Scheme, in particular within the limit approved by the Shareholders and, subject to the maximum number of Shares available for subscription referred to in paragraphs 9.1, 9.2, 9.3 and 9.4.

15.2 The Board shall be entitled for the following causes to clawback ~~cancel~~ any Option by cancelling the same in whole or in part by giving notice in writing to the Grantee stating that such Option is thereby cancelled with effect from the date specified in such notice (the “**Cancellation Date**”):-

- (a) the Grantee commits or permits or attempts to commit or permit a breach of the restriction on transferability of Option or any terms or conditions attached to the grant of the Option;
- (b) the Grantee makes a written request to the Board for the Option to be cancelled; or
- (c) if the Grantee has, in the opinion of the Board, conducted himself in any manner whatsoever to the detriment of or prejudicial to the interests of the Company or its Subsidiary.

15.3 The Option shall be deemed to have been cancelled with effect from the Cancellation Date in respect of any part of the Option which has not been exercised as of the Cancellation Date. No compensation shall be payable upon any such cancellation, provided that the Board shall be entitled in its discretion to pay such compensation to the Grantee in such manner as it may consider appropriate in any particular case.

15.4 Cancelled Options will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit. Where the Company cancels Options and issues new ones to the same Grantee, the issue of such new Options may only be made under a scheme with available unissued Options within the limit as mentioned in paragraph 9.

16. DISCLOSURE IN ANNUAL AND INTERIM REPORTS

The Board shall procure that details of this Scheme and other schemes of the Group including such details as required under the Listing Rules are disclosed in the annual reports and interim reports of the Company in compliance with the Listing Rules in force from time to time.

17. GENERAL

17.1 The Company shall bear the costs of establishing and administering this Scheme (including the costs of the Auditors or the approved independent financial advisor, as the case may be, in relation to the preparation of any certificate or the provision of any other services in relation to this Scheme).

17.2 A Grantee shall be entitled to inspect copies of all notices and other documents sent by the Company to Shareholders at the same time or within a reasonable time of any such notices or documents being sent, which shall be made available to him, during normal office hours at the Company’s principal place of business in Hong Kong.

- 17.3 Any notices, documents or other communication between the Company and a Grantee shall be in writing and 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 and, in the case of the Grantee, his address in Hong Kong as notified to the Company from time to time.
- 17.4 Any notice or other communication served:
- (a) 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
 - (b) by the Grantee shall not be deemed to have been received until the same shall have been received by the Company.
- 17.5 All allotments and issues of Shares pursuant to this Scheme shall be subject to any necessary consents under the relevant laws, enactments or regulations for the time being to which the Company is subject. 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 participation in this Scheme.
- 17.6 This Scheme 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.
- 17.7 This Scheme shall not form part of any contract of employment between the Group and any Eligible Participant who is an employee of the Group and the rights and obligations of any Eligible Participant under the terms of his office or employment shall not be affected by his participation in it and this Scheme shall afford such an Eligible Participant no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.
- 17.8 The Company shall maintain all necessary books of account and records relating to the Scheme.
- 17.9 This Scheme shall in all respects be administered by the Board which (a) shall administer the Scheme in accordance with the provisions hereof and all applicable requirements of the Listing Rules and (b) may make such rules not being inconsistent with the terms and conditions hereof and the Listing Rules for the conduct of the Scheme and the determination and terms of each entitlement under an Option as the Board thinks fit.

17.10 A Grantee who is a member of the Board may, subject to and in accordance with the Articles, notwithstanding his interest, vote on any Board resolution concerning the Scheme (other than in respect of his own participation therein) and may retain any benefit under the Scheme. The Options do not carry any right to vote in the general meetings of the Company, or any right to dividend, or transfer rights or any other rights whether or not arising on the liquidation of the Company.

18. GOVERNING LAW

This Scheme and all Options granted hereunder are governed by and shall be construed in accordance with the laws of Hong Kong.

SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING



ASCENTAGE PHARMA GROUP INTERNATIONAL 亞盛醫藥集團

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 6855)

SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING

Reference is made to the notice dated April 16, 2025 (the “**Original AGM Notice**”) in relation to the AGM of Ascentage Pharma Group International (the “**Company**”) to be held at 68 Xinqing Road, Suzhou Industrial Park, Suzhou, Jiangsu, China on May 19, 2025 at 10:00 a.m. and the resolutions to be proposed at the AGM for the Shareholders’ approval. Unless otherwise defined, capitalized terms used in this supplemental notice (the “**Supplemental AGM Notice**”) shall have the same meanings as those defined in the supplemental circular of the Company dated April 30, 2025 (the “**Supplemental Circular**”).

Details of resolutions Nos. 1 to 7 (inclusive) to be considered at the AGM are stated in the Original AGM Notice. Save for the additional resolution set out below, all information contained in the Original AGM Notice remains valid and unchanged.

SUPPLEMENTAL NOTICE IS HEREBY GIVEN THAT the AGM of the Company will be held as originally scheduled at 68 Xinqing Road, Suzhou Industrial Park, Suzhou, Jiangsu, China on May 19, 2025 at 10:00 a.m. to, among others, consider and, if thought fit, pass the following additional resolutions.

ORDINARY RESOLUTIONS

8. To consider and, if thought fit, pass (with or without amendments), the following resolution as an ordinary resolution that: the proposed amendments to the 2021 RSU Scheme be and are hereby approved and confirmed.
9. To consider and, if thought fit, pass (with or without amendments), the following resolution as an ordinary resolution that: the proposed amendments to the 2022 RSU Scheme be and are hereby approved and confirmed.
10. To consider and, if thought fit, pass (with or without amendments), the following resolution as an ordinary resolution that: the proposed amendments to the Post IPO Share Option Scheme be and are hereby approved and confirmed.

SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING

11. To consider and, if thought fit, pass (with or without amendments), the following resolution as an ordinary resolution that: the Scheme Mandate Limit on the total number of Shares that may be issued in respect of all options and awards to the eligible participants under all the Share Schemes of the Company be and is hereby approved and confirmed.
12. Conditional upon the passing of the ordinary resolution numbered 11, to consider and, if thought fit, pass (with or without amendments), the following resolution as an ordinary resolution that: the Service Provider Sublimit on the total number of Shares that may be issued in respect of all options and awards to be granted to the Service Providers under all the Share Schemes of the Company be and is hereby approved and confirmed.

By Order of the Board
Ascentage Pharma Group International
Dr. Yang Dajun
Chairman and Executive Director

Suzhou, The People's Republic of China, April 30, 2025

SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING

Notes:

1. Save for the inclusion of the additional proposed resolutions set out in this Supplemental AGM Notice (Nos. 8 to 12), there are no other changes to the Original Notice. For details of resolutions Nos. 1 to 7 to be considered at the AGM, closure of the register of members of the Company, eligibility for attending the AGM, appointment of proxy and other relevant matters, please refer to the Original AGM Notice.
2. Shareholders are advised to read the Circular issued by the Company on April 16, 2025 and the Supplemental Circular to the Shareholders issued on April 30, 2025 which contain detailed information concerning the resolutions to be considered at the AGM.
3. The Second Proxy Form
 - (1) The new proxy form for the AGM (the “**Second Proxy Form**”), which supersedes the first proxy form for use at the AGM issued along with the Original AGM Notice on April 16, 2025 (the “**First Proxy Form**”), has been prepared and is enclosed with this Supplemental AGM Notice.
 - (2) Whether or not you are able to attend the AGM, you are requested to complete the accompanying Second Proxy Form in accordance with the instructions printed thereon and return it to the Company’s Hong Kong Branch Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, or via the designated URL (<https://evoting.vistra.com/>) by using the username and password provided on the notification letter sent by the Company as soon as possible but in any event not less than 48 hours before the time appointed for the holding of the AGM (i.e. not later than 10:00 a.m. on May 17, 2025) or the adjourned meeting (as the case may be) (the “**Closing Time**”). Completion and return of the Second Proxy Form will not preclude the shareholders of the Company from attending and voting in person at the AGM or any adjournment thereof.
 - (3) Shareholder who has not yet lodged the First Proxy Form with the Company’s Hong Kong Branch Share Registrar is requested to lodge the Second Proxy Form if he/she wishes to appoint a proxy to attend the AGM on his/her behalf. In this case, the First Proxy Form should not be lodged with the Company’s Hong Kong Branch Share Registrar.
 - (4) Shareholder who has already lodged the First Proxy Form with the Company’s Hong Kong Branch Share Registrar should note that:
 - (i) the Second Proxy Form lodged with the Company’s Hong Kong Branch Share Registrar before the Closing Time will revoke and supersede the First Proxy Form previously lodged by him/her. The Second Proxy Form will be treated as a valid form of proxy lodged by the shareholder if correctly completed; and
 - (ii) if no Second Proxy Form is lodged with the Company’s Hong Kong Branch Share Registrar, the First Proxy Form will remain valid and effective to the fullest extent applicable if correctly completed. The proxy appointed under the First Proxy Form will also be entitled to vote in accordance with the instructions previously given by the shareholder or at his/her discretion (if no such instructions are given) on any resolution properly put to the AGM including the new resolutions Nos. 8 to 12 which was not set out in the First Proxy Form.

As at the date of this notice, the Board of Directors of the Company comprises Dr. Yang Dajun as Chairman and executive Director; Dr. Wang Shaomeng and Dr. Lu Simon Dazhong as non-executive Directors; and Mr. Ye Changqing, Dr. David Sidransky, Ms. Marina S. Bozilenko, Dr. Debra Yu and Marc E. Lippman, MD as independent non-executive Directors.