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If you are in any doubt as to any aspect of this 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 **Huiyuan Cowins Technology Group Limited**, you should at once hand this circular, together with the enclosed form of proxy, 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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(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1116)

**PROPOSED TERMINATION OF EXISTING SHARE OPTION SCHEME
AND ADOPTION OF NEW SHARE OPTION SCHEME
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

A notice convening the EGM be held at Room 2106, 21/F., World Trade Centre, 280 Gloucester Road, Causeway Bay, Hong Kong on Monday, 2 February 2026 to be held at 11:00 a.m. is set out on pages 31 to 33 of this circular. A form of proxy for use at the EGM is also enclosed and published on the websites of the Stock Exchange (www.hkexnews.hk) and the Company (www.hctechgp.com).

Whether or not you are able to attend the EGM, please complete and sign the enclosed form of proxy for use at the EGM in accordance with the instructions printed thereon and return it to the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for holding the EGM (i.e. not later than 11:00 a.m. on Saturday, 31 January 2026) or any adjourned meeting (as the case may be). Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjourned meeting if you so wish.

Reference to the time and dates in this circular are to Hong Kong time and dates.

12 January 2026

CONTENTS

	<i>Page</i>
Definitions	1
Letter from the Board	4
1. Introduction	4
2. Proposed Termination of the Existing Share Option Scheme and Adoption of the New Share Option Scheme	5
3. EGM, Proxy Arrangement and Corporate Representative Arrangement and Closure of Members	11
4. Responsibility Statement	12
5. Recommendation	13
Appendix – Principal Terms of the New Share Option Scheme	14
Notice of the EGM	31

DEFINITIONS

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

“Adoption Date”	the date of adoption of the New Share Option
“Articles of Association”	the articles of association of the Company
“Auditors”	the auditors for the time being of the Company
“Board”	the board of Directors
“Company”	Huiyuan Cowins Technology Group Limited 慧源同創科技集團有限公司, 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: 1116)
“Director(s)”	the director(s) of the Company
“Eligible Participant”	a person employed by any member of the Group who has successfully passed their probation period and any person who is a director (whether executive or non-executive) of any member of the Group, which shall include any person who is granted option(s) as an inducement to enter into employment contract with any member of the Group
“Existing Share Option Scheme”	the existing share option scheme of the Company adopted on 31 May 2019
“EGM”	the extraordinary general meeting of the Company to be held on Monday, 2 February 2026 to be held at 11:00 a.m., to consider and, if appropriate, to approve the resolutions contained in the notice of the meeting which is set out on pages 31 to 33 of this circular, or any adjournment thereof
“Grantee”	any Eligible Participants who has accepted the offer of the grant of a Option in accordance with the terms of the New Share Option Scheme, where the context so permits, any person entitled to any such Option in consequence of the death of the original Grantee or the legal personal representative of such person
“Group”	the Company and its subsidiaries from time to time
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

DEFINITIONS

“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Latest Practicable Date”	9 January 2026 being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“New Share Option Scheme”	the new share option scheme of the Company proposed to be approved at the EGM, a summary of its principal terms is set out in the Appendix to this circular
“Offer”	an offer for the grant of an Option made in accordance with the New Share Option Scheme
“Offer Date”	the date, which must be a business day, on which an Offer is made to an Eligible Participant
“Option(s)”	as the context may require, any option(s) granted or (as the case may be) to be granted to eligible participant(s) to subscribe for Share(s) under the New Share Option Scheme
“PRC”	the People’s Republic of China, but for the purposes of this circular only, excludes Hong Kong, Macau Special Administrative Region and Taiwan
“Remuneration Committee”	the remuneration committee of the Company
“RMB”	Renminbi, the lawful currency of the PRC
“Scheme Mandate Limit”	as defined in paragraph 3(ii) of the Appendix to this circular
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended from time to time
“Share(s)”	ordinary share(s) of par value of HK\$0.20 each in the issued share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

DEFINITIONS

“treasury shares”

has the meaning ascribed to it in the Listing Rules

“%”

per cent

LETTER FROM THE BOARD



慧源同創科技集團有限公司
HUIYUAN COWINS TECHNOLOGY GROUP LIMITED

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 1116)

Executive Directors:

Ip Yun Kit (*Chairman*)
Zhang Yana (*Chief Financial Officer*)
Cheung Ka Yue

Registered Office:

PO Box 309, Ugland House,
Grand Cayman, KY1-1104,
Cayman Islands

Non-executive Director:

Shiu Ka Fai *BBS, JP*

*Head Office and Principal Place of
Business in Hong Kong:*

Room 2106, 21/F.,
World Trade Centre,
280 Gloucester Road,
Causeway Bay,
Hong Kong

Independent non-executive Directors:

Lau Kwok Hung
Lu Jianping
Du Ning

12 January 2026

To the Shareholders

Dear Sir/Madam,

**PROPOSED TERMINATION OF EXISTING SHARE OPTION SCHEME
AND ADOPTION OF NEW SHARE OPTION SCHEME
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

1. INTRODUCTION

Reference is made to the announcement of the Company dated 30 October 2025, in relation to, among others, the proposed termination of the Existing Share Option Scheme and the adoption of the New Share Option Scheme. An ordinary resolution will be proposed at the EGM for adoption of the New Share Option Scheme.

The purpose of this circular is to provide the Shareholders with information in respect of the proposed termination of the Existing Share Option Scheme and adoption of the New Share Option Scheme and to give you notice of the EGM.

LETTER FROM THE BOARD

2. PROPOSED TERMINATION OF THE EXISTING SHARE OPTION SCHEME AND ADOPTION OF THE NEW SHARE OPTION SCHEME

The Existing Share Option Scheme

The adoption date of the Existing Share Option Scheme was 31 May 2019. Pursuant to the terms of the Existing Share Option Scheme, it shall be valid and effective until 1 June 2029, being ten years after the adoption date of the Existing Share Option Scheme. It is proposed that the Existing Share Option Scheme which shall be conditional upon the New Share Option Scheme becoming effective, will be terminated upon adoption of the New Share Option Scheme after all conditions precedent as referred to under the paragraph headed “Conditions of the adoption of the New Share Option Scheme” of this Circular have been fulfilled.

As at the Latest Practicable Date, there were 151,060,000 outstanding share options, entitling the holders thereof to convert into an aggregate of 151,060,000 Shares upon exercise of the share options. All the 151,060,000 outstanding share options were granted under the Existing Share Option Scheme and there are no other share options granted. Save for the 174,800,000 share options that were cancelled as announced in the Company’s announcement dated 30 September 2025 and 64,760,000 share options lapsed due to the resignation of employment by 3 individuals with the Group, there are no other share options under the Existing Share Option Scheme have been exercised, lapsed or cancelled since its establishment. The outstanding share options granted under the Existing Share Option Scheme will remain valid and exercisable in accordance with their terms after adoption of the New Share Option Scheme, though no new share options may be granted under the Existing Share Option Scheme after adoption of the New Share Option Scheme.

Set out below are details of the outstanding share options granted by the Company under the Existing Share Option Scheme:

Categories of grantees	Date of grant	Exercise price	Outstanding share options	Exercise period
<i>Employees</i>				
7 individuals	28 May 2025	HK\$0.500	151,060,000	28 May 2025 – 27 May 2028
Total number of outstanding share options			<u>151,060,000</u>	

Note: 174,800,000 share options, granted on 12 January 2022 to Sino Light Investment Advisory Limited (a consultant to the Company), were cancelled on 30 September 2025.

LETTER FROM THE BOARD

The New Share Option Scheme

Purpose

The purposes of the New Share Option Scheme are to enable the Company to grant Options to the Eligible Participants as incentives or rewards for their contribution or potential contribution to the growth and development of the Group and/or to enable the Group to attract and retain the best quality personnel for the development of the Group's businesses.

The Company is allowed to use treasury shares for the New Share Option Scheme to the extent permitted by the Listing Rules, all applicable laws and regulations and the Articles of Association. If the Company has treasury shares available, the Company may use the treasury shares for the New Share Option Scheme where appropriate.

The New Share Option Scheme does not have a trustee and hence none of the Directors is and will be a trustee of the New Share Option Scheme. As at the Latest Practicable Date, the Company did not have any plan to appoint any trustee under the New Share Option Scheme.

Eligible Participants

The New Share Option Scheme enables the Company to grant Option(s) to Eligible Participant(s). Pursuant to the terms of the New Share Option Scheme, the Board shall have the right to determine and select Eligible Participant(s) to whom the Option(s) shall be granted. The basis of eligibility of the Eligible Participant(s) to an Offer shall be determined by the Directors from time to time in their absolute discretion. The scope of the Eligible Participants shall include Directors and employees of the members of the Company or its subsidiaries.

When assessing the eligibility of an Eligible Participant, the Board will consider factors as it shall consider relevant, including but not limited to, (i) their job positions, responsibilities, duties, work performance and importance of their roles; (ii) their educational and professional qualifications, and knowledge in the industry; (iii) their length of engagement or employment with the Group; (iv) their time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; (v) their contribution made or expected to be made to the existing business of the Group, and to the growth and development of the Group; (vi) the prevailing market conditions; (vii) local market practice and industry standards and benefits; and (viii) whether granting of an Option is an appropriate incentive, and how an Option (taken together with any performance targets and/or vesting terms) can serve the purpose of the Share Option Scheme with respect to both the proposed Grantee and the long-term growth of the Group.

LETTER FROM THE BOARD

The Board supports including non-executive Director and independent non-executive Directors as Eligible Participants in the New Share Option Scheme having taken into account that (i) equity-based compensation remains a vital tool for aligning Shareholders' interests with those of all Board members; and (ii) having the flexibility to offer share options will enhance the Company's ability to maintain competitive remuneration packages for attracting and retaining talents. As at the Latest Practicable Date, the Company had no specific plans or immediate intention to grant Options to non-executive Director or independent non-executive Directors under the New Share Option Scheme.

The Board is of the view that the independence and impartiality of the independent non-executive Directors will not be impaired by any potential grant of the Options under the New Share Option Scheme for the following reasons: (i) the independent non-executive Directors will continue to comply with the independence requirement under Rule 3.13 of the Listing Rules; (ii) approval by independent Shareholders will be required if any Option is to be granted to independent non-executive Directors or any of their respective associates would result in the total number of new Shares issued and to be issued in respect of all Options and share awards granted (excluding any Options and share awards lapsed in accordance with the terms of the New Share Option Scheme and other Share Schemes) to such person in the period of 12 months up to and including the date of the grant representing in aggregate over 0.1% of the Shares in issue (excluding treasury shares); and (iii) the Board will be mindful of the recommended best practice E.1.9 of the Corporate Governance Code set out in Appendix C1 to the Listing Rules which recommends that issuers should generally not grant equity-based remuneration with performance-related elements to independent non-executive Directors.

In view of the above, the Directors (including the independent non-executive Directors) are of the view that the adoption of the New Share Option Scheme aligns with the market practice of providing incentives to the Eligible Participants to work towards enhancing the enterprise value, achieving the long-term objectives for the benefit of the Group as a whole and therefore, consider such arrangements to be appropriate and in alignment of the objectives of the New Share Option Scheme, and are in the best interests of the Company and the Shareholders as a whole.

The Company understands that the adoption of the New Share Option Scheme and the grant of the Options thereunder would not constitute an offer to the public, and the prospectus requirements under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) are not applicable.

LETTER FROM THE BOARD

Scheme Mandate Limit

As at the Latest Practicable Date, there were 2,158,000,000 Shares in issue, and the Company did not hold any treasury shares. Assuming that there is no change in the issued share capital of the Company between the period from the Latest Practicable Date and the Adoption Date, and subject to the passing of the relevant resolutions, the Scheme Mandate Limit will be 215,800,000 Shares, being 10% of the Company's issued share capital (excluding treasury Shares, if any) as at the date of approval of the New Share Option Scheme by the Shareholders at the EGM.

The Scheme Mandate Limit may however be refreshed as detailed in sub-paragraph (3) of the Appendix to this circular. The Scheme Mandate Limit applies to new Shares and the treasury shares which the Company may issue under the New Share Option Scheme and any other share schemes of the Company.

Performance targets

Any grant of Options under the New Share Option Scheme may be subject to a performance target (if any) so as to achieve the purpose of the New Share Option Scheme. The performance target, if any, shall be based on the performance of the Eligible Participant and/or the operating or financial performance of the Group including but not limited to (i) business performance and financial performance of the Group such as the profit before tax of the Group (ii) attaining of corporate goals; (iii) individual performance appraisal; and/or (iv) other criteria to be determined by the Board as its absolute discretion from time to time, which shall be specified in the relevant offer letter for each Eligible Participant. As each Grantee has a different position or role with respect to the Group and may contribute to the Group differently in terms of nature, duration or significance, it may not be appropriate to impose a generic set of performance targets for each grant of Option. Accordingly, the New Share Option Scheme does not prescribe the performance targets that must be met before each Option may be exercised. The Board considers that it is more beneficial for the Company to have flexibility to determine whether and to what extent any performance targets will be attached to each Option in light of the specific circumstances of each Grantee. The Company will evaluate the actual performance and contribution of a Grantee against the performance targets set and form a view as to whether the relevant performance targets have been satisfied. Each performance target may be assessed either on a time basis (i.e., annually or cumulatively over a period of years) to previous years' results or upon the completion of the milestone event(s) as specified in the relevant offer letter, in each case as specified by the Board or the Remuneration Committee (as the case may be) in its sole discretion. The Board or the Remuneration Committee (as the case may be) shall have the sole discretion in determining whether the relevant performance targets for the Grantee have been met.

LETTER FROM THE BOARD

Where Options are granted to the Directors or senior management of the Company without performance targets, the Company will comply with the requirements under Rule 17.06B(8) of the Listing Rules that the relevant announcement will include the views of the Remuneration Committee on why performance targets are not necessary and how the grants would align with the purpose of the New Share Option Scheme.

Vesting period

The vesting period in respect of any Options shall be not less than twelve (12) months (or such other period as the Listing Rules may prescribe or permit), save for any of the following circumstances in which a shorter vesting period may be imposed by the Board or the remuneration committee of the Company in its absolute discretion in relation to grant of Options to employees and directors of the Company or its subsidiaries:

- (a) grants of “make whole” Options to any grantees (employees and directors of the Company or its subsidiaries) who are new joiners to replace the share awards or options they forfeited when leaving the previous employer;
- (b) grants of Options with performance-based vesting conditions in lieu of time-based vesting criteria;
- (c) grants of Options to any grantees (employees and directors of the Company or its subsidiaries) whose employment or engagement is terminated due to death, disability or event of force majeure;
- (d) grants of Options in batches during a year for administrative or compliance reasons, including Options that should have been granted earlier but had to wait for a subsequent batch if not for such administrative or compliance reasons, in which case the vesting period may be shorter to reflect the time from which the Options would have been granted;
- (e) grants of Options with a mixed or accelerated vesting schedule such as where the Options may vest evenly over a period of twelve (12) months; or
- (f) grants of Options with a total vesting and holding period of more than twelve (12) months.

The Board considers that such circumstances allow flexibility for the Company to (i) provide competitive terms to attract and induce valuable talent to join the Group; (ii) address instances where the 12-month vesting period requirement would not be practicable or fair due to administrative or technical reasons; (iii) reward exceptional performers with accelerated vesting; and (iv) motivate individuals based on performance metrics rather than time-based vesting criteria. Therefore, the Board is of the view that the vesting period requirements (including the circumstances in which a shorter vesting period may apply) are appropriate and align with the purpose of the New Share Option Scheme.

LETTER FROM THE BOARD

Exercise Price

The exercise price of the Options under the New Share Option Scheme shall not be less than the higher of: (i) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the date of the relevant Offer, which must be a business day; (ii) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five business days immediately preceding the date of relevant Offer; and (iii) the nominal value of a Share. This is in line with Rule 17.03E of the Listing Rules and the purpose of the New Share Option Scheme to the extent that the Grantees of Options are expected to make effort to contribute to the development of the Group so as to bring about an increased market price of the Shares in order to capitalize on the benefits of the Options granted.

Clawback

Notwithstanding the terms and conditions of the New Share Option Scheme, the Board has the authority to clawback any Option that has been previously granted but not yet exercised, without the approval of the relevant Grantee, in the circumstances set out in paragraph 17 of the Appendix to this circular. Options that have been exercised shall not be subject to the clawback mechanism.

Conditions of the adoption of the New Share Option Scheme

The adoption of the New Share Option Scheme is conditional upon:

- (i) the passing of an ordinary resolution by the Shareholders at the general meeting of the Company to approve and adopt the New Share Option Scheme and to authorize the Board to grant share options to subscribe for Shares thereunder and to allot, issue and deal with Shares pursuant to the exercise of any share options granted under the New Share Option Scheme; and
- (ii) the Listing Committee of the Stock Exchange granting approval for the listing of, and permission to deal in, any Shares to be issued pursuant to the exercise of share options granted under the New Share Option Scheme.

General

The New Share Option Scheme shall be administered by the Directors whose decision on all matters arising in relation to the New Share Option Scheme or their interpretation or effect shall be, in their absolute discretion and subject to the provisions of the New Share Option Scheme, final and binding on all persons who may be affected thereby. The New Share Option Scheme, its operation and/or administration, in any event, will comply with applicable requirements under the Listing Rules, including but not limited to Chapter 17 of the Listing Rules.

LETTER FROM THE BOARD

A summary of the principal terms of the New Share Option Scheme which are proposed to be approved and adopted by the Company at the EGM is set out in the Appendix to this circular. A copy of the rules of the New Share Option Scheme will be published on the Stock Exchange's website and the Company's website for 14 days from the date of this circular.

Application will be made to the Stock Exchange for the approval for the listing of, and permission to deal in, the Shares to be issued pursuant to the exercise of the Option(s) granted under the New Share Option Scheme.

As at the Latest Practicable Date, no Option had been granted or agreed to be granted under the New Share Option Scheme. The Company currently does not have any intention or plan to grant any Option under the New Share Option Scheme.

3. EXTRAORDINARY GENERAL MEETING, PROXY ARRANGEMENT AND CORPORATE REPRESENTATIVE ARRANGEMENT AND CLOSURE OF MEMBERS

The notice of the EGM is set out on pages 31 to 33 of this circular.

Pursuant to the Listing Rules and the Articles of Association, any vote of Shareholders at a general meeting must be taken by poll except where the chairman, in good faith, decides to allow a resolution purely relating to a procedural or administrative matter to be voted on by a show of hands. An announcement on the poll results will be published by the Company after the EGM in the manner prescribed under the Listing Rules. To the best of Directors' knowledge, no Shareholder is required to abstain from voting on any resolution to be proposed at the EGM.

A form of proxy for use at the EGM is enclosed with this circular and such form of proxy is also published on the websites of the Stock Exchange (www.hkexnews.hk) and the Company (www.hctechgp.com). To be valid, the form of proxy must be completed and signed in accordance with the instructions printed thereon and deposited, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power of attorney or authority at the Company's branch share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the EGM (i.e. not later than 11:00 a.m. on Saturday, 31 January 2026) or any adjourned meeting (as the case may be). Completion and delivery of the form of proxy will not preclude you from attending and voting at the EGM or any adjourned meeting if you so wish, and, in such event, the form of proxy shall be deemed to be revoked.

LETTER FROM THE BOARD

In the case of an appointment of corporate representative by a corporate shareholder (other than a Shareholder which is a Clearing House (as defined in the Articles of Association) (or its nominee(s))), a copy of the resolution of its directors or other governing body of the Shareholder authorizing the appointment of the corporate representative or a form of notice of appointment of corporate representative issued by the Company for such purpose or a copy of the relevant power of attorney, together with an up-to-date copy of the Shareholder's constitutive documents and a list of directors or members of the governing body of the Shareholder as at the date of such resolution, or, as the case may be, power of attorney, in each case certified by a director, secretary or a member of the governing body of that Shareholder and notarized, must be deposited at the Company's branch share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not less than 48 hours before the time appointed for the meeting (i.e. not later than 11:00 a.m. on Saturday, 31 January 2026) or the adjourned meeting (as the case may be).

For determining the entitlement to attend and vote at the meeting, the register of members of the Company will be closed from Wednesday, 28 January 2026 to Monday, 2 February 2026, both dates inclusive, during which period no transfer of Shares will be registered. In order to be eligible to attend and vote at the EGM, unregistered holders of Shares shall ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company's branch share registrar, Computershare Hong Kong Investor Services Limited, at Shop 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong for registration not later than 4:30 p.m. on Tuesday, 27 January 2026.

4. RESPONSIBILITY STATEMENT

This circular, for which the Directors 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 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 circular misleading.

LETTER FROM THE BOARD

5. RECOMMENDATION

The Directors consider that the proposed termination of the Existing Share Option Scheme and adoption of the New Share Option Scheme are in the best interests of the Company and the Shareholders. Accordingly, the Directors recommend the Shareholders to vote in favour of the relevant resolutions to be proposed at the EGM.

Your attention is drawn to the additional information set out in the appendix to this circular.

Yours faithfully,
For and on behalf of the Board
Huiyuan Cowins Technology Group Limited
Mr. Ip Yun Kit
Chairman and Executive Director

Set out below is a summary of the principal terms and conditions of the New Share Option Scheme to provide sufficient information to the Shareholders for their consideration of the New Share Option Scheme proposed to be adopted at the EGM.

1. PURPOSE OF THE NEW SHARE OPTION SCHEME

The purpose of the New Share Option Scheme is:

- (i) to attract and retain the best quality personnel for the development of the Group's businesses;
- (ii) to provide additional incentives or rewards to selected Eligible Participants (as defined below) for their contribution to the creation of the Company's value; and
- (iii) to promote the long term financial success of the Group by aligning the interest of any Grantee(s) to those of the Shareholders.

2. WHO MAY JOIN

On and subject to the terms of the New Share Option Scheme and the requirements of the Listing Rules, the Board shall be entitled at any time during the term of the New Share Option Scheme to make an offer for the grant of option to any person employed by any member of the Group who has successfully passed their probation period and any person who is a director (whether executive or non-executive) of any member of the Group, which shall include any person who is granted option(s) as an inducement to enter into employment contract with any member of the Group (an **"Eligible Participant"**) (for the avoidance of doubt, a Grantee shall not cease to be an Eligible Participant only by reason of (a) any leave of absence approved by his/her employing or engaging company; or (b) transfers between members of the Group or any successor).

The eligibility of any of the Eligible Participants to an Offer shall be determined by the Directors from time to time on the basis of the Directors' opinion in their absolute discretion as to his/her contribution or potential contribution to the development and growth of the Group, taking into account factors including but not limited to the nature and extent of contributions provided or potential contributions to be provided by such Eligible Participant to the Group, the special skills or technical knowledge possessed by such Eligible Participant which are beneficial to the continuing development of the Group, the positive impacts which such Eligible Participant has brought or may bring to the Group's business and development and whether making an Offer to such Eligible Participant is an appropriate incentive to motivate such Eligible Participant to continue to contribute towards the betterment of the Group.

3. MAXIMUM NUMBER OF SHARES

- (i) Prior to the approval of a Refreshed Mandate Limit (as defined below), the maximum aggregate number of Shares which may be allotted and issued by the Company upon exercise of all options which may be granted under the New Share Option Scheme and any options or awards under any other schemes to be adopted by the Company from time to time is 215,800,000 Shares, being no more than 10% of the Shares in issue (excluding treasury Shares) on the Adoption Date (the “**Initial Mandate Limit**”).
- (ii) The Company may refresh the Initial Mandate Limit or the Refreshed Mandate Limit (as the case may be) (the “**Scheme Mandate Limit**”) by ordinary resolution of the Shareholders after three years from the date of Shareholders’ approval for the last refreshment (or the adoption of the Scheme, as the case maybe). Any refreshment of the Scheme Mandate Limit within any three-year period must be approved by the Shareholders subject to the following provisions:
 - (a) any controlling Shareholders and their associates (or if there is no controlling Shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting; and
 - (b) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules,

provided that the requirements under paragraphs (i) and (ii) above do not apply if the refreshment is made immediately after an issue of securities by the Company to its Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the relevant class of Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities, rounded down to the nearest whole share. In no event that the maximum aggregate number of Shares which may be allotted and issued by the Company under the Scheme Mandate Limit as refreshed (the “**Refreshed Mandate Limit**”) may exceed 10% of the Shares in issue (excluding treasury Shares) as at the date of approval of the Refreshed Mandate Limit. The Company must send a circular to its Shareholders containing the number of Options that were already granted under the existing Scheme Mandate Limit and the reason for the refreshment.

- (iii) The Board may seek separate approval of the Shareholders in general meeting to grant options beyond the Initial Mandate Limit or the Refreshed Mandate Limit, provided that the options in excess of the Initial Mandate Limit or the Refreshed Mandate Limit shall be granted only to Eligible Participant(s) specifically identified by the Company before such approval is sought, provided that the number of and terms of Options to be granted to such Eligible Participant must be fixed before Shareholders' approval and subject to compliance with other relevant requirements prescribed under Rule 17.03C(3) of the Listing Rules. In respect of any Options to be granted in such circumstances, the date of the Board meeting for proposing such grant should be taken as the Offer Date for the purpose of calculating the exercise price of such Options.
- (iv) For the purpose of calculating the Scheme Mandate Limit:
 - (A) Options previously granted under the New Share Option Scheme (including those outstanding, cancelled, vested or exercised in accordance with the terms of the scheme) and any other schemes of the Company will be regarded as utilised;
 - (B) Options lapsed in accordance with the terms of the New Share Option Scheme and any other schemes of the Company will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit; Options cancelled in accordance with the terms of the New Share Option Scheme and any other schemes of the Company will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit; and
 - (C) If the Company conducts a share consolidation or subdivision after the Scheme Mandate Limit has been approved in general meeting, the maximum number of Shares that may be issued in respect of all options and awards to be granted under all of the schemes of the Company under the Scheme Mandate Limit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded down to the nearest whole share.

4. MAXIMUM ENTITLEMENT OF EACH ELIGIBLE PARTICIPANT

The total number of Shares issued and to be issued upon exercise of options (whether exercised or outstanding) together with all other options and awards granted under the New Share Option Scheme and any other schemes of the Company in any 12-month period up to and including the date of such grant to each Grantee must not exceed 1% of the Shares in issue (excluding treasury Shares).

Where any further grant of options to a Grantee would result in the Shares issued and to be issued upon exercise of all options and awards granted and to be granted to such person together with all other options and awards (excluding all options and awards lapsed in accordance with the terms of the schemes) in the 12-month period up to and including the date of such grant representing in aggregate over 1% of the Shares in issue (excluding treasury Shares), such grant shall be subject to separate approval by the Shareholders in general meeting with the relevant Grantee and his/her close associates (or associates if the Grantee is a connected person) abstaining from voting. The Company must send a circular to its Shareholders, which must disclose the identity of the Eligible Participant, the number and terms of the Options to be granted (and those options and awards previously granted to such Eligible Participant in the 12-month period), the purpose of granting Options to such Eligible Participant and an explanation as to how the terms of the Options serve such purpose. The number and terms of the Options or awards to be granted to such Eligible Participant must be fixed before Shareholders' approval. In respect of the Options to be granted, the date of the Board meeting at which the Board proposes to grant the proposed Options to such Eligible Participant shall be taken as the Offer Date for the purpose of calculating the exercise price.

5. GRANT OF OPTIONS TO A DIRECTOR, CHIEF EXECUTIVE AND SUBSTANTIAL SHAREHOLDER

- (i) Subject to paragraph (4) above, where any offer of an option is proposed to be made to an Eligible Participant who is a Director, chief executive (other than a proposed Director or a proposed chief executive of the Company) or substantial Shareholder or any of their respective associates, under the New Share Option Scheme or any other share scheme of the Company or its subsidiaries, such offer must first be approved by the independent non-executive Directors (excluding any independent nonexecutive Director who is the Grantee of the Option in question). Any change in the terms of the Options granted to such Eligible Participant must be approved by the Shareholders in the manner as set out in Rule 17.04(4) of the Listing Rules if the initial grant requires such approval. This requirement does not apply where the changes take effect automatically under the existing terms of the New Share Option Scheme.

- (ii) Any grant of Options to a substantial Shareholder or an independent non-executive Director, or any of their respective associates, which would result in the Shares issued and to be issued upon exercise of all options and other options and awards already granted (excluding those lapsed or cancelled in accordance with the terms of the New Share Option Scheme) to such person under the New Share Option Scheme and any other share scheme(s) of the Company in the 12-month period up to and including the date of the offer, representing in aggregate over 0.1% of the number of Shares in issue (excluding treasury shares); such further grant of options must be subject to, in addition to the approval of the independent non-executive Directors, the issue of a circular by the Company to its Shareholders and the approval of the Shareholders in general meeting by way of a poll convened and held in accordance with the Articles of Association at which the Grantee, his/her 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 relevant 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. The Grantee, his/her associates and all core connected persons of the Company must abstain from voting in favour at such general meeting (except that any such person may vote against the proposed grant provided that his/her intention to do so has been stated in the relevant circular to the shareholders of the Company). The circular to be issued by the Company to its Shareholders pursuant to this paragraph must contain (a) details of the number and terms of the Options to be granted to such Eligible Participant which must be fixed before the Shareholders' meeting, (b) the views of the independent non-executive Directors(excluding any independent non-executive Director who is the Grantee of the options or awards) as to whether the terms of the grant are fair and reasonable and whether such grant is in the interests of the Company and the Shareholders as a whole, and their recommendation to the independent Shareholders as to voting, and (c) such other details and information as required under the Listing Rules.
- (iii) Subject to (iv) below, at such general meeting, the grant of options to the substantial Shareholder or independent non-executive Director (or any of their respective associates or any person whose associate is a substantial Shareholder or an independent non-executive Director) shall be approved by the Shareholders in compliance with the requirements under the Listing Rules for voting at such meeting.
- (iv) (i), (ii) and (iii) above shall only apply for so long and insofar as the Listing Rules so require. For the purpose of seeking the approval of the Shareholders under paragraphs (3)(iii), (4) and (5)(ii) above, the Company shall send a circular to the Shareholders containing the information required under the Listing Rules as mentioned in the respective paragraphs and where the Listing Rules shall so require, the vote at the Shareholders' meeting convened to obtain the requisite approval shall be taken on a poll with those persons required under the Listing Rules abstaining from voting.

6. TIME OF ACCEPTANCE AND EXERCISE OF AN OPTION

An offer under the New Share Option Scheme shall remain open for acceptance by the Eligible Participant concerned for a period of 28 days from the Offer Date. The Options will be deemed to be declined and treated as lapsed automatically if it is not accepted within 28 days from the Offer Date or declined by the Grantee.

An option may be exercised in accordance with the terms of the New Share Option Scheme at any time during a period to be determined by the Board and specified in the letter to the Grantee (the “**Option Period**”), which shall be 10 years (or such shorter period as may be separately specified in the letter to the Grantee) from the date on which the option is granted (the “**Commencement Date**”).

An offer shall have been accepted by a Grantee when the duplicate letter comprising acceptance of the option duly signed by Grantee together with a remittance in favour of the Company of HK\$1.00 as consideration for the grant thereof is received by the Company. Such remittance shall in no circumstances be refundable.

Any offer may be accepted by an eligible participant in respect of less than the number of Shares which are offered provided that it is accepted in respect of a number of shares equal to a board lot for the purposes of trading shares on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the acceptance of the offer.

7. VESTING PERIOD

The vesting period in respect of any Options shall be not less than twelve (12) months (or such other period as the Listing Rules may prescribe or permit), save for any of the following circumstances in which a shorter vesting period may be imposed by the Board or the remuneration committee of the Company in its absolute discretion in relation to grant of Options to employees and directors of the Company or its subsidiaries:

- (a) grants of “make whole” Options to any grantees (employees and directors of the Company or its subsidiaries) who are new joiners to replace the share awards or options they forfeited when leaving the previous employer;
- (b) grants of Options with performance-based vesting conditions in lieu of time-based vesting criteria;
- (c) grants of Options to any grantees (employees and directors of the Company or its subsidiaries) whose employment or engagement is terminated due to death, disability or event of force majeure;

- (d) grants of Options in batches during a year for administrative or compliance reasons, including Options that should have been granted earlier but had to wait for a subsequent batch if not for such administrative or compliance reasons, in which case the vesting period may be shorter to reflect the time from which the Options would have been granted;
- (e) grants of Options with a mixed or accelerated vesting schedule such as where the Options may vest evenly over a period of twelve (12) months; or
- (f) grants of Options with a total vesting and holding period of more than twelve (12) months.

8. PERFORMANCE TARGETS

Any grant of options under the New Share Option Scheme may be subject to a performance target so as to achieve the purpose of the New Share Option Scheme. The performance target, if any, shall be based on the performance of the Eligible Participant and/or the operating or financial performance of the Group including but not limited to (i) business performance and financial performance of the Group such as the profit before tax of the Group (ii) attaining of corporate goals; (iii) individual performance appraisal; and/or (iv) other criteria to be determined by the Board as its absolute discretion from time to time, which shall be set out in the relevant offer letter in relation to the grant of options issued to each selected Eligible Participant.

When assessing the eligibility of an Eligible Participant, the Board will consider factors as it shall consider relevant, including but not limited to, (i) their job positions, responsibilities, duties, work performance and importance of their roles; (ii) their educational and professional qualifications, and knowledge in the industry; (iii) their length of engagement or employment with the Group; (iv) their time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; (v) their contribution made or expected to be made to the existing business of the Group, and to the growth and development of the Group; (vi) the prevailing market conditions; (vii) local market practice and industry standards and benefits; and (viii) whether granting of an Option is an appropriate incentive, and how an Option (taken together with any performance targets and/or vesting terms) can serve the purpose of the New Share Option Scheme with respect to both the proposed Grantee and the long-term growth of the Group.

The Board supports including non-executive Director and independent non-executive Directors as Eligible Participants in the New Share Option Scheme having taken into account that (i) equity-based compensation remains a vital tool for aligning Shareholders' interests with those of all Board members; and (ii) having the flexibility to offer share options will enhance the Company's ability to maintain competitive remuneration packages for attracting and retaining talents. As at the Latest Practicable Date, the Company had no specific plans or immediate intention to grant Options to non-executive Director or independent non-executive Directors under the New Share Option Scheme.

The Board is of the view that the independence and impartiality of the independent non-executive Directors will not be impaired by any potential grant of the Options under the New Share Option Scheme for the following reasons: (i) the independent non-executive Directors will continue to comply with the independence requirement under Rule 3.13 of the Listing Rules; (ii) approval by independent Shareholders will be required if any Option is to be granted to independent non-executive Directors or any of their respective associates would result in the total number of new Shares issued and to be issued in respect of all Options and share awards granted (excluding any Options and share awards lapsed in accordance with the terms of the New Share Option Scheme and other Share Schemes) to such person in the period of 12 months up to and including the date of the grant representing in aggregate over 0.1% of the Shares in issue (excluding treasury shares); and (iii) the Board will be mindful of the recommended best practice E.1.9 of the Corporate Governance Code set out in Appendix C1 to the Listing Rules which recommends that issuers should generally not grant equity-based remuneration with performance-related elements to independent non-executive Directors.

As each Grantee has a different position or role with respect to the Group and may contribute to the Group differently in terms of nature, duration or significance, it may not be appropriate to impose a generic set of performance targets for each grant of Option. Accordingly, the New Share Option Scheme does not prescribe the performance targets that must be met before each Option may be exercised. The Board considers that it is more beneficial for the Company to have flexibility to determine whether and to what extent any performance targets will be attached to each Option in light of the specific circumstances of each Grantee.

9. EXERCISE PRICE FOR SHARES

The exercise price of the Options under the New Share Option Scheme shall not be less than the higher of:

- (i) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the date of the relevant Offer, which must be a business day;
- (ii) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five business days immediately preceding the date of relevant Offer; and
- (iii) the nominal value of a Share.

This is in line with Rule 17.03E of the Listing Rules and the purpose of the New Share Option Scheme to the extent that the Grantees of Options are expected to make effort to contribute to the development of the Group so as to bring about an increased market price of the Shares in order to capitalize on the benefits of the Options granted.

10. RANKING OF SHARES

The Shares to be allotted and issued upon the exercise of an option shall be subject to all the provisions of the articles of association of the Company (as may be amended from time to time) and shall rank *pari passu* in all respects with the then existing fully paid Shares in issue on the date on which the Shares are allotted to a Grantee pursuant to the exercise of an option (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 and accordingly will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Allotment Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the Allotment Date, or if later, before the date of registration of the allotment in the register of members of the Company. A Share allotted and issued upon the exercise of an option shall not carry voting rights until the name of the Grantee has been duly entered on the register of members of the Company as holder thereof.

11. RESTRICTIONS ON THE TIME OF GRANT OF OPTIONS

An offer of the grant of an option may not be made after inside information (as defined in the Listing Rules) has come to the Company’s knowledge until (and including) the trading day after such inside information has been publicly disseminated in accordance with the Listing Rules. In particular, but only insofar as and for so long as the Listing Rules require (as may be amended from time to time), no option may be granted during the period commencing 30 days immediately before the earlier of:

- (i) 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
- (ii) 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.

For the avoidance of doubt, in compliance with the Listing Rules, a director must not deal in any securities of the Company (and no Options may be granted to a director) on any day on which the Company's financial results are published and:

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

12. PERIOD OF THE NEW SHARE OPTION SCHEME

The New Share Option Scheme shall be valid and effective commencing from the date of the New Share Option Scheme becoming unconditional upon fulfilment of the conditions of the adoption of the New Share Option Scheme until the termination date as provided therein (which being the close of business of the Company on the date which falls 10 years from the date of the adoption of the New Share Option Scheme).

13. RIGHTS ATTACHED TO THE SHARES TO BE ISSUED UPON EXERCISE OF OPTIONS

The Options do not carry any right to vote at general meetings of the Company, nor any right to dividends, transfer or other rights. No Grantee shall enjoy any of the rights of a Shareholder by virtue of the grant of the Options unless and until the Shares are allotted and issued to the Grantee pursuant to the exercise of such Options.

For the avoidance of doubt, a Grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of the Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration.

The Shares to be allotted and issued upon the exercise of the Option(s) shall be subject to the Articles of Association and the laws of the Cayman Islands for the time being in force and shall rank *pari passu* in all respects with, and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation of the Company, as existing fully paid Shares in issue as at the date of allotment to the Grantee after the exercise of the Option(s) and, without prejudice to the generality of the foregoing, will entitle the holders to participate in all dividends or other distributions paid or made on or after the date of allotment other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the date of allotment.

14. TRANSFERABILITY OF OPTIONS

An Option 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 otherwise dispose of or create any security or adverse interest whatsoever in favour of any third party over or in relation to any Options.

15. RIGHTS UPON CEASING EMPLOYMENT

If a Grantee ceases to be an Eligible Participant for any reason other than on one or more of the grounds specified in paragraphs (16) and (17) below before exercising the Option in full, the Option (to the extent vested but not yet exercised) shall lapse immediately and not be exercisable by the Grantee (to the extent such option vested but not become exercisable and not already exercised) on the date on which the Grantee ceases to be an Eligible Participant due to any of the following events:

- (i) the termination of employment of the Grantee by reason of resignation; or
- (ii) termination of employment of the Grantee on the grounds of having committed any act of bankruptcy or having become insolvent or having made any arrangements or composition with creditors generally or redundancy (“Cause”), whereby a resolution of the Board to the effect that the Grantee or relevant Eligible Participant has or has not ceased to be an Eligible Participant for Cause shall be conclusive.

16. RIGHTS ON DEATH, DISABLEMENT OR RETIREMENT

If a Grantee ceases to be an Eligible Participant by reason of his death, total permanent physical or mental disablement or retirement under normal retirement conditions before exercising the Option(s) in full, such option(s) may be exercised (to the extent vested but not yet exercised) (or, as the case may be, his or her legal personal representative(s)) within a period of 6 months following the date on which the Grantee ceases to be an Eligible Participant.

17. CLAW BACK

Notwithstanding the terms and conditions of the New Share Option Scheme, the Board has the authority to claw back any outstanding option that has been previously granted but not yet exercised, without the approval of the relevant Grantee, in the event that the Board determines that the Grantee:

- (i) has committed a Misconduct (as defined below);
- (ii) is involved in a material misstatement in the Company’s financial statements;
- (iii) has committed a breach of the employment contract or, as the case may be, the services agreement of the Grantee;

- (iv) the employment or, as the case may be, the services agreement of the Grantee has been terminated on the grounds of Misconduct (as defined below);
- (v) whose conduct, in the reasonable opinion of the Board, amounts to gross negligence, fraud or dishonesty which results in or reasonably likely to result in a significant reputation damage to the Group or a material adverse effect to the financial position, business, prospects, performance or profitability of the Group.

A misconduct (“**Misconduct**”) in relation to a Grantee refers to: the Grantee wilfully disobeys a lawful and reasonable order, or misconducts himself/herself, or is guilty of fraud or dishonesty, or is habitually neglectful in his/her duties, or any other events which result in a summary dismissal of his/her employment.

Under the above circumstances, the Board may (but is not obliged to) by notice in writing to the Grantee concerned claw back such number of Options (to the extent not being exercised) granted as the Board may consider appropriate. The Options that are clawed back pursuant to this paragraph shall be regarded as lapsed and the Options so clawed back will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit (including the refreshed limit, as the case may be). For the avoidance of doubt, options that have been exercised shall not be subject to the clawback mechanism as set out in this paragraph.

18. RIGHTS ON TAKEOVER

In the event of a general offer, whether by way of take-over offer, or share repurchase offer, or scheme of arrangement or otherwise in like manner, is made to all the holders of Shares, or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror, the Company shall use its best endeavours to procure that such offer is extended to all the Grantees on the same terms, mutatis mutandis, and assuming that they will become, by the exercise in full (to the extent vested but not yet exercised) of the Option(s) granted to them, Shareholders. If such offer, having been approved in accordance with applicable laws and regulatory requirements becomes, or is declared unconditional, the Grantee (or his or her legal personal representative(s)) shall be entitled to exercise the Option(s) in full (to the extent vested but not yet exercised) at any time within fourteen (14) days after the date on which such general offer becomes or is declared unconditional, following which the Option(s) shall lapse.

19. RIGHTS ON WINDING UP

In the event a notice is given by the Company to the 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 Grantee shall be entitled to exercise all or part of his/her option (to the extent vested but not yet exercised) at any time not later than two business days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate subscription price for 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 Grantee credited as fully paid.

If the Option is not exercised within the time specified, the option shall lapse.

20. RIGHTS ON COMPROMISE OR ARRANGEMENT BETWEEN THE COMPANY AND ITS MEMBERS OR CREDITORS

If a compromise or arrangement between the Company and the members or creditors is proposed for the purposes of the amalgamation of the Company with any other company or companies (including a takeover by way of a scheme of arrangement), the Company shall give notice to the Grantees on the same date as it despatches the notice to each member or creditor of the Company summoning the meeting to consider such a compromise, arrangement or scheme, and thereupon the options shall vest or otherwise becomes immediately exercisable and the Grantees may until the expiry of the period commencing on such date and ending with the earlier of the date two calendar months thereafter or the date on which such compromise, arrangement or scheme is sanctioned by the court (but in any case no later than the expiration of the term of such option as set forth in the option agreement), exercise the options (to the extent already vested but not already exercised) but in each case conditional upon such compromise, arrangement or scheme being sanctioned by the court and becoming effective, and upon such compromise, arrangement or scheme becoming effective, all options shall lapse except insofar as previously exercised under the New Share Option Scheme. The Company may require the Grantee to transfer or otherwise deal with the Shares issued as a result of the exercise of options in these circumstances so as to place the Grantee in the same position, as nearly as possible, as would have been the case had such Shares been subject to such compromise, arrangement or scheme.

If the option is not exercised within the time specified, the option shall lapse.

21. EFFECTS OF ALTERATIONS TO SHARE CAPITAL

In the event of any capitalisation issue, rights issue, sub-division or consolidation of shares, or reduction of the share 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 unexercised or outstanding Options; and/or
- (b) the exercise price of any unexercised or outstanding Options,

as the Auditors or the approved independent financial adviser shall certify in writing that the adjustments satisfy the requirements in compliance with Rule 17.03(13) of the Listing Rules, provided that any such alterations shall be made on the basis that a Grantee shall have the same proportion of the equity capital of the Company (as interpreted in accordance with all relevant guidance or interpretation issued by the Stock Exchange relating to share schemes from time to time and the relevant provisions of the Listing Rules) as that to which he/she was entitled to subscribe had he/she exercised all the Options held by him/her immediately before such adjustments and the aggregate exercise price payable by a Grantee on the full exercise of any Option shall remain as nearly as possible the same as it was before such event and that no such alterations shall be made if the effect of such alterations would be to enable a Share to be issued at less than its nominal value.

Subject to the above principles and certification procedures, and any further or updated guidance or interpretation of the Listing Rules issued by the Stock Exchange from time to time, the Company shall follow the method of adjustment as set out in Appendix 1 to the Frequently Asked Questions FAQ13 issued by the Stock Exchange which is replicated below:

- (1) Capitalisation Issue or Rights Issue of Shares

Adjustments shall follow the following formula:

$$\text{New Number of Options} = \text{Existing Number of Options} \times F$$

$$\text{New Exercise Price} = \text{Existing Exercise Price} \times \frac{1}{F}$$

Where:

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

CUM = Closing price as shown in Daily Quotation Sheet of the Stock Exchange on the last trading day before going ex-entitlement to the offer (the cum-rights price)

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

M = Entitlement per Existing Share

R = Subscription price for the capitalisation issue or rights issue (as the case may be)

(2) Subdivision or Consolidation

Adjustments shall follow the following formula:

$$\text{New Number of Options} = \text{Existing Number of Options} \times \text{F}$$

$$\text{New Exercise Price} = \text{Existing Exercise Price} \times \frac{1}{\text{F}}$$

Where F = Subdivision or consolidation factor (as the case may be)

In respect of any adjustments required above, other than any made on a capitalisation of profits or reserves, the Auditors or approved independent financial advisor, as the case may be, shall confirm to the Board in writing that the adjustments satisfy the requirements set out in Rule 17.03(13) of the Listing Rules and the note thereto to the Company relating to the New Share Option Scheme and/or such other requirement prescribed under the Listing Rules and such other applicable guidance and/or interpretation of the Listing Rules from time to time. If there has been any alteration in the capital structure of the Company as referred to above, the Company shall, upon receipt of an enquiry from a Grantee, inform the Grantee of such alteration. The capacity of the Auditors or the approved independent financial adviser, as the case may be, in this paragraph is that of experts and not arbitrators and their certificate shall, in the absence of manifest error, be final and 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.

22. CANCELLATION OF OPTIONS

- (a) Any Options granted but not exercised may be cancelled by the Directors at any time with the prior consent of the Grantee.
- (b) Issuance of new Options to the same Grantee whose Options have been cancelled pursuant to paragraph above may only be made if there are unissued Options available under the Scheme Mandate Limit (excluding the Options of the relevant Grantee cancelled pursuant to paragraph above) and in compliance with the terms of the New Share Option Scheme. The Options so cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

23. TERMINATION OF THE NEW SHARE OPTION SCHEME

The Company by resolution in general meeting may at any time terminate the operation of the New Share Option Scheme and in such event no further options will be offered after the New Share Option Scheme is terminated but in all other respects the provisions of the New Share Option Scheme shall remain in full force and effect. Upon such termination, details of the Options granted under the New Share Option Scheme (including options exercised or outstanding) and (if applicable) Options that become void or non-exercisable as a result of the termination are required under the Listing Rules to be disclosed in the circular to the Shareholders seeking their approval of the first new scheme to be established or refreshment of any scheme mandate limit under any existing scheme after such termination.

24. PERSONAL RIGHT TO THE GRANTEE

An option shall be personal to the Grantee and shall not be assignable or transferable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any option, or enter into any agreement so to do.

To the extent permissible by applicable laws and regulations (including the Listing Rules) and subject to the grant of waiver and the imposition of any conditions on the transfer by the Stock Exchange, a Grantee may transfer his/her option to a vehicle (such as a trust or a private company) for the benefit of such Grantee and/or any family members of the Grantee (e.g. for estate planning or tax planning purposes) that would continue to meet the purpose of the New Share Option Scheme and comply with other requirements of the Listing Rules. In such circumstance, the Company shall disclose the beneficiaries of the trust or the ultimate beneficial owners of the transferee vehicle.

25. LAPSE OF OPTION

An option shall lapse, subject to the clawback mechanism set out on paragraph (17) and not be exercisable (to the extent not already exercised) on the earliest of:

- (i) the expiry of the Option Period;
 - (ii) any Grantee ceases to be an Eligible Participants (including resignation, the termination of his employment, provision of service or contractual engagement with the Company or any other member of the Group for any reason, other than for reason of retirement, death or disability);
 - (iii) any Grantee commits any Misconduct(s);
 - (iv) the Grantee ceasing to be an Eligible Participant;
 - (v) the date on which the Board certifies that for the reason of a breach of paragraph (24);
- and

- (vi) the date on which the Board in its absolute discretion determines that the Grantee has committed a breach or failed to comply with any obligation or provisions (other than paragraph (24)) or perform and observe any of the terms, conditions, restrictions and/or limitations attached to the grant of the Option or set out therein.

26. OTHERS

- (i) The New Share Option Scheme shall take effect subject to and conditional upon: (A) the passing of the resolutions by the Shareholders to approve and adopt the New Share Option Scheme and to authorise the Board to grant options pursuant to this Scheme and to allot and issue Shares pursuant to the exercise of any options; and (B) the Stock Exchange granting approval for the listing of, and permission to deal in, the Shares which may fall to be issued upon the exercise of subscription rights attaching to the Options to be granted under the New Share Option Scheme.
- (ii) The New Share Option Scheme may be altered in any respect by resolution of the Board except that the provisions of the New Share Option Scheme relating to matters set out in Rule 17.03 of the Listing Rules shall not be altered to the advantage of Grantees or proposed Grantees except with the prior sanction of a resolution of the Company in general meeting, provided that no such alteration shall operate to affect adversely the terms of issue of any option granted or agreed to be granted prior to such alteration except with the consent or sanction of such majority of the Grantees as would be required of the Shareholders under the articles of association of the Company for a variation of the rights attached to the Shares.
- (iii) Any alterations to the terms and conditions of the New Share Option Scheme shall be approved by the Shareholders except where the alterations take effect automatically under the existing terms of the New Share Option Scheme.
- (iv) Any change to the terms of the options granted to an Eligible Participant must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the options was approved by the Board, the Remuneration Committee, the independent non-executive Director and/or the Shareholders (as the case may be). This requirement does not apply where the alterations take effect automatically under the existing terms of the New Share Option Scheme.
- (v) The amended terms of the New Share Option Scheme or options must comply with the relevant requirements of Chapter 17 of the Listing Rules.
- (vi) Any change to the authority of the Board to alter the terms of the New Share Option Scheme must be approved by the Shareholders in general meeting.

NOTICE OF EGM



(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1116)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the extraordinary general meeting of Huiyuan Cowins Technology Group Limited (the “**Company**”) will be held at Room 2106, 21/F., World Trade Centre, 280 Gloucester Road, Causeway Bay, Hong Kong on Monday, 2 February 2026 to be held at 11:00 a.m. or any adjournment thereof for the following purposes:

ORDINARY RESOLUTIONS

As special business, to consider and, if thought fit, pass with or without amendments, the following resolutions as an ordinary resolution:

1. “**THAT**

- (i) conditional upon The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) granting the listing of, and permission to deal in, such number of shares of the Company which may fall to be allotted and issued pursuant to the exercise of the option which may be granted under the rules of the new share option scheme (the “**New Share Option Scheme**”), a draft of which is produced to the meeting marked “A” and signed by the chairman of the meeting for the purpose of identification, representing an amount (the “**General Scheme Limit**”) up to 10 per cent. of the issued shares (excluding treasury Shares, if any) of the Company as at the day on which this resolution is passed, with effect from the close of business of the day on which this resolution is passed, the rules of the New Share Option Scheme be approved and adopted and the directors of the Company be and they are hereby authorised: (a) to approve any amendments to the rules of the New Share Option Scheme as may be acceptable or not objected to by the Stock Exchange; (b) at their absolute discretion to grant options to subscribe for shares of the Company in accordance with the rules of the New Share Option Scheme; (c) to allot, issue and deal with shares of the Company pursuant to the exercise of options granted under the New Share Option Scheme provided that the aggregate nominal amount of shares which fall to be allotted and issued pursuant to this authority, together with any issue of shares of the Company upon the exercise of any options and awards granted under any other share option scheme or share award scheme as may from time to time be adopted by the Company or its subsidiaries, shall not exceed the General Scheme Limit; and (d) to take all such steps as may be necessary, desirable or expedient to carry the New Share Option Scheme into effect; and

NOTICE OF EGM

- (ii) conditional upon the New Share Option Scheme becoming effective, the existing share option scheme of the Company adopted on 31 May 2019 (the “**Existing Share Option Scheme**”) be and is hereby terminated upon the New Share Option Scheme becoming effective (without prejudice to the rights and benefits of and attached to any outstanding options which have been granted under the Existing Share Option Scheme prior to the date of the passing of this resolution).”

By order of the Board
Huiyuan Cowins Technology Group Limited
Mr. Ip Yun Kit
Chairman and Executive Director

Hong Kong, 12 January 2026

Notes:

1. Capitalised terms not otherwise defined herein shall have the meaning ascribed to them in the circular of the Company dated 12 January 2026.
2. All the resolutions set out in this Notice shall be decided by poll.
3. Any shareholder of the Company entitled to attend and vote at the meeting is entitled to appoint more than one proxy to attend and vote instead of him/her/it. A proxy need not be a shareholder of the Company. If more than one proxy is appointed, the number of shares in respect of which each such proxy so appointed must be specified in the relevant form of proxy. Every shareholder present in person or by proxy shall be entitled to one vote for each share held by him/her/it.
4. In order to be valid, the form of proxy together with the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of attorney or authority, must be deposited at the Company's branch share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not less than 48 hours before the time appointed for the meeting (i.e. not later than 11:00 a.m. on Saturday, 31 January 2026 or the adjourned meeting (as the case may be). Completion and return of the form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
5. In the case of an appointment of corporate representative by a corporate shareholder (other than a shareholder which is a Clearing House (as defined in the Company's articles of association) (or its nominee(s))), a copy of the resolution of its directors or other governing body of the shareholder authorizing the appointment of the corporate representative or a form of notice of appointment of corporate representative issued by the Company for such purpose or a copy of the relevant power of attorney, together with an up-to-date copy of the shareholder's constitutive documents and a list of directors or members of the governing body of the shareholder as at the date of such resolution, or, as the case may be, power of attorney, in each case certified by a director, secretary or a member of the governing body of that shareholder and notarized, must be deposited at the Company's branch share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not less than 48 hours before the time appointed for the meeting (i.e. not later than 11:00 a.m. on Saturday, 31 January 2026) or the adjourned meeting (as the case may be).

NOTICE OF EGM

6. For determining the entitlement to attend and vote at the meeting, the register of members of the Company will be closed from Wednesday, 28 January 2026 to Monday, 2 February 2026, both dates inclusive, during which period no transfer of shares will be registered. In order to be eligible to attend and vote at the extraordinary general meeting, unregistered holders of shares of the Company shall ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company's branch share registrar, Computershare Hong Kong Investor Services Limited, at Shop 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong for registration not later than 4:30 p.m. on Tuesday, 27 January 2026.
7. References to time and dates in this Notice are to Hong Kong time and dates.