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If you have sold or transferred all your shares in **GenFleet Therapeutics (Shanghai) Inc.**, you should at once hand this circular, together with the 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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GenFleet Therapeutics (Shanghai) Inc. 勁方醫藥科技(上海)股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 2595)

- (1) PROPOSED ADOPTION OF THE H SHARE OPTION SCHEME**
- (2) PROPOSED ADOPTION OF THE H SHARE INCENTIVE SCHEME**
- (3) PROPOSED AUTHORISATION TO THE BOARD OF DIRECTORS
AND/OR AUTHORIZED PERSON(S) TO HANDLE MATTERS RELATED
TO THE SHARE SCHEMES**
- (4) PROPOSED GRANT OF GENERAL MANDATE TO REPURCHASE
H SHARES**
- (5) PROPOSED ABOLISHMENT OF THE SUPERVISORY COMMITTEE
AND AMENDMENTS TO THE ARTICLES OF ASSOCIATION
AND**
- (6) NOTICE OF THE EXTRAORDINARY GENERAL MEETING**

All capitalised terms used in this circular have the meanings set out in the section headed "Definitions" in this circular. A letter from the Board is set out on pages 6 to 51 of this circular.

The Company will convene the EGM at 10:00 a.m. on Monday, February 9, 2026, notice of which is set out on pages EGM-1 to EGM-3 of this circular. The proxy form for use at the EGM are enclosed herein, which was also published on the website of the Stock Exchange (www.hkexnews.hk) and the website of the Company (www.genfleet.com).

If you intend to appoint a proxy to attend the EGM, you are requested to complete and return the form of proxy in accordance with the instructions printed thereon as soon as possible and in any event not less than 24 hours before the time appointed for holding the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjournment thereof should you so wish.

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DEFINITIONS

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

“Adoption Date”	the date on which the H Share Incentive Scheme and H Share Option Scheme are approved by the Shareholders at the EGM
“Articles of Association”	the articles of association of the Company as amended, modified or otherwise supplemented from time to time
“associate(s)”	has the meaning ascribed under the Listing Rules
“Audit Committee”	the audit committee of the Company
“Award Letter”	a letter issued by the Company to each grantee in such form as the Board and/or the authorized person(s) may from time to time determine, specifying the name of the grantee, the number of Award Shares granted, the vesting criteria and conditions, the vesting date, the Purchase Price, the conditions for the lapse of Award Shares and such other terms and conditions to be determined by the Board and/or the authorized person(s) that are not inconsistent with the H Share Incentive Scheme
“Award(s)”	award(s) granted by the Board and/or its authorized person to a grantee under the H Share Incentive Scheme, which may vest in the form of Award Shares or the actual selling price of the Award Shares in cash in accordance with the terms of the H Share Incentive Scheme
“Award Shares”	the H Shares granted in an Award pursuant to the H Share Incentive Scheme
“Board”	the board of Directors of the Company
“CDMO”	contract development and manufacturing organization, a pharmaceutical company that develops and manufactures drugs for other pharmaceutical companies on a contractual basis
“Chairman”	the chairman of the Board
“China” or “PRC”	The People’s Republic of China, excluding, for the purposes of this circular only, Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan

DEFINITIONS

“Company”, “our Company” or “GenFleet”	GenFleet Therapeutics (Shanghai) Inc. (勁方醫藥科技(上海)股份有限公司), a joint stock company incorporated in the People’s Republic of China with limited liability, whose H Shares are listed on the Stock Exchange (Stock Code: 2595)
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“CRO”	contract research organization, a company that provides support to the pharmaceutical, biotechnology, and medical device industries in the form of research services outsourced on a contract basis
“Director(s)”	the director(s) of the Company
“EGM” or “Extraordinary General Meeting”	the extraordinary general meeting of the Company to be held at 10:00 a.m. on Monday, February 9, 2026 at Room 212, Building A, 1206 Zhangjiang Road, (Shanghai) Pilot Free Trade Zone, PRC or any adjournment thereof
“Eligible Participant(s)”	with respect to the H Share Option Scheme and H Share Incentive Scheme, any individual, or a corporate entity (as the case may be), being any of (i) an Employee Participant, (ii) a Related Entity Participant, and (iii) a Service Provider
“Employee Participant(s)”	director(s), supervisor(s) and employee(s) (whether full time or part time employees) of the Company and/or of any of its subsidiaries (including persons who are granted Options or Awards under the H Share Option Scheme and H Share Incentive Scheme as an inducement to enter into employment contracts with these companies)
“Exercise Price”	the price at which each H Share subject to an Option may be subscribed on the exercise of that Option as determined by the Board and/or the authorized person, but subject to the provisions of the H Share Option Scheme, or (where applicable) such price as from time to time adjusted pursuant to the H Share Option Scheme Rules
“Group”	the Company and its subsidiaries
“H Share Incentive Scheme”	the H share incentive scheme proposed to be adopted by the Company which is subject to the resolution being passed and approved by the Shareholders at the EGM

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“H Share Incentive Scheme Rules”	the rules of the H Share Incentive Scheme (in its present or any amended form)
“H Share Option Scheme”	the H share option scheme proposed to be adopted by the Company which is subject to the resolution being passed and approved by the Shareholders at the EGM
“H Share Option Scheme Rules”	the rules of the H Share Option Scheme in its present or any amended form
“H Share Schemes”	the H Share Incentive Scheme and H Share Option Scheme
“H Share(s)”	overseas listed foreign shares issued by the Company with a nominal value of RMB0.10 each, which are listed on the main board of the Stock Exchange
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Latest Practicable Date”	January 21, 2026, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“Listing Committee”	the listing committee of the Stock Exchange
“Listing Date”	the date on which the H Shares of the Company are listed and first publicly traded on the Stock Exchange, being September 19, 2025
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange as amended, modified or otherwise supplemented from time to time
“Option”	a right granted to a grantee to subscribe for H Shares pursuant to the H Share Option Scheme

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“Option Period”	in respect of any Option, a period to be determined and notified by the Board and/or the authorized person to the grantee during which the Option may be exercised, which period shall expire in any event not later than the last day of the 10-year period after the grant date (subject to the provisions for early termination), for the avoidance of doubt, such period may, if the Board and/or the authorized person so determines, be set at different lengths for different grantees and the Board and/or the authorized person may also set conditions and/or restrictions on the exercise of such Option during the period an Option may be exercised
“Pre-IPO Equity Incentive Scheme”	the pre-IPO equity incentive plan of our Company approved and adopted in 2020 as amended and restated in July 2023
“Purchase Price”	the purchase price of each H Share in relation to Award Shares to be determined by the Board and/or the authorized person when granting Award Shares
“Related Entity Participant(s)”	director(s), supervisor(s) and employee(s) (whether full time or part time employees) of the Related Entities
“Related Entity(ies)”	the holding company(ies), fellow subsidiary(ies) or associated company(ies) of the Company
“Remuneration Committee”	the remuneration committee of the Board
“RMB”	Renminbi Yuan, the lawful currency of the PRC
“Scheme Limit”	the limit on grant(s) of share option(s) and/or award(s) over new Shares under all share schemes of the Company to be approved by its Shareholders, which must not exceed 10% of the total number of issued Shares as at the date of Shareholders’ approval of the Scheme Limit
“Service Provider”	any person (natural person or corporate entity) who provide services to the Group on a continuing and recurring basis in the ordinary course of business of the Group which are in the interests of the long-term growth of the Group, taking into account (including but not limited to) the length and nature of the services provided or which are expected to be provided, the terms of engagements and focuses of the Group from time to time

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“Service Provider Sublimit”	a sublimit under the Scheme Limit for share options and/or awards over new Shares under all share schemes adopted by the Company granted to the Service Providers, which must not exceed 1% of the total number of issued Shares as at the date of the Shareholders’ approval of the Service Provider Sublimit
“Share(s)”	the Unlisted Share(s) and the H Share(s) of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supervisor(s)”	the Supervisor(s) of the Company
“Supervisory Committee”	the supervisory committee of the Company
“Takeovers Code”	The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission of Hong Kong, as amended, supplemented or otherwise modified from time to time
“Treasury Shares”	has the meaning ascribed to it under the Listing Rules, and for the purposes of the H Share Option Scheme and the H Share Incentive Scheme, new Shares include Treasury Shares and the issue of new Shares includes the transfer of Treasury Shares
“Trust”	the trust constituted under the Trust Deed
“Trust Deed(s)”	the trust deed to be entered into between the Company and the Trustee pursuant to the H Share Incentive Scheme
“Trustee(s)”	the trustee(s) to be appointed by the Company for the purpose of the Trust
“Unlisted Share(s)”	domestic unlisted share(s) issued by the Company with a nominal value of RMB0.10 each
“%”	per cent



GenFleet Therapeutics (Shanghai) Inc.
勁方醫藥科技(上海)股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)
(Stock Code: 2595)

Executive Directors:

Dr. Qiang LU (呂強) (Chairperson)
Dr. Jiong LAN (蘭炯)
Ms. ZHANG Wei (張巍)

Non-executive Director:

Mr. ZHU Jingyang (朱競陽)
Ms. TAO Sha (陶莎)

Independent non-executive Directors:

Ms. Christine Shaohua LU-WONG (盧韶華)
Dr. ZHOU Demin (周德敏)
Mr. LI Bo (李波)

Registered Office, Headquarter and Principal

Place of Business in the PRC:

Floors 2, 3, 4, and 5, Building 8
1206 Zhangjiang Road
(Shanghai) Pilot Free Trade Zone
PRC

Principal place of business in Hong Kong:

46/F. Hopewell Centre
183 Queen's Road East
Wan Chai
Hong Kong

January 23, 2026

To the Shareholders

Dear Sir or Madam,

- (1) PROPOSED ADOPTION OF THE H SHARE OPTION SCHEME**
- (2) PROPOSED ADOPTION OF THE H SHARE INCENTIVE SCHEME**
- (3) PROPOSED AUTHORISATION TO THE BOARD OF DIRECTORS AND/OR AUTHORIZED PERSON(S) TO HANDLE MATTERS RELATED TO THE SHARE SCHEMES**
- (4) PROPOSED GRANT OF GENERAL MANDATE TO REPURCHASE H SHARES**
- (5) PROPOSED ABOLISHMENT OF THE SUPERVISORY COMMITTEE AND AMENDMENTS TO THE ARTICLES OF ASSOCIATION AND**
- (6) NOTICE OF THE EXTRAORDINARY GENERAL MEETING**

I. INTRODUCTION

The purpose of this circular is to provide the Shareholders with information on, among other things, the following resolutions to be put forward at the EGM: (i) the proposed adoption of the

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H Share Option Scheme; (ii) the proposed adoption of the H Share Incentive Scheme; (iii) the proposed authorization to the Board and/or authorized person(s) to handle matters related to the H Share Option Scheme and the H Share Incentive Scheme; (iv) the proposed grant of general mandate to repurchase H Shares; (v) proposed abolishment of the Supervisory Committee and amendments to the Articles of Association; and (vi) other matters contained in the notice of EGM, so that the Shareholders may make an informed decision on voting in respect of the resolutions to be tabled at the EGM.

II. PROPOSED ADOPTION OF THE H SHARE SCHEMES

The Company adopted the Pre-IPO Equity Incentive Scheme in 2020 as amended and restated in July 2023. All awards granted under the Pre-IPO Equity Incentive Scheme had been vested and exercised and no further awards will be granted under the Pre-IPO Equity Incentive Scheme upon the Listing Date. As of the Latest Practicable Date, there was no unutilized or available scheme mandate limit.

As there is no share scheme, as defined under and complying with Chapter 17 of the Listing Rules, the Board proposed the adoption of the H Share Schemes, and considers that it would be in the best interests of the Company and its Shareholders to adopt the H Share Schemes, and to adopt the Scheme Limit and Service Provider Sublimit.

Having consider the equity-based remuneration is an important means of ensuring alignment between the interests of the Shareholders and all members of the Board, including the independent non-executive Directors, the Board believes that the inclusion of independent non-executive Directors as Eligible Participants, if any, under each of the H Share Option Scheme and H Share Incentive Scheme will keep its remuneration package competitive, and that any potential grant of the options and/or awards under each of the H Share Option Scheme and H Share Incentive Scheme will not lead to bias in their decision-making or impair their independence and objectivity due to the following reasons:

- (i) the inclusion of independent non-executive Directors as Eligible Participants would better align the long-term interests of the independent non-executive Directors with those of the Company and its Shareholders as a whole. Equity-based incentives with a long-term vesting period (without the relevant independent non-executive Directors' performance related elements) can encourage independent non-executive Directors to focus on the Company's sustainable growth, long-term strategy and value creation. The Company does not intend to grant share awards or options to independent non-executive Directors with performance-related targets which may lead to bias in their decision-making or compromise their objectivity and independence;

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- (ii) a modest and appropriately structured equity incentive serves as an effective tool to attract and retain independent non-executive Directors with valuable expertise. Experienced and qualified independent non-executive Directors can contribute their independent advice in the areas where they possess high level of skills and knowledge and promote better corporate governance within the Group. Inclusion of independent non-executive Directors as Eligible Participants would equip the Company with flexibility to provide a competitive remuneration package to attract and retain independent non-executive Directors; and
- (iii) the Company will comply strictly with all applicable requirements under the Listing Rules in connection with any grants of share awards or options to independent non-executive Directors. Any such grant will be subject to the approval of disinterested independent non-executive Directors and, if applicable, the Remuneration Committee and Shareholders at the general meeting. The Company will also make full, timely and transparent disclosure of relevant grants in accordance with the Listing Rules, thereby ensuring relevant grants, if any, will be subject to effective market and shareholder oversight.

A. PROPOSED ADOPTION OF THE H SHARE OPTION SCHEME

The Board proposed the adoption of the H Share Option Scheme in accordance with Chapter 17 of the Listing Rules on November 24, 2025 and the relevant resolutions are hereby submitted to the EGM as a special resolution for consideration and approval. As at the Latest Practicable Date, the Company did not have any plan to grant any Option under the H Share Option Scheme.

A summary of the principal terms of the H Share Option Scheme is set out below:

1. Purposes of the H Share Option Scheme

The purposes of the H Share Option Scheme are to provide eligible persons with the opportunity to acquire proprietary interests in the Company and to encourage eligible persons to work towards enhancing the value of the Company and its Shares for the benefit of the Company and Shareholders as a whole. The H Share Option Scheme is expected to provide the Company with a flexible means of retaining, incentivizing, rewarding, remunerating, compensating and/or providing benefits to eligible persons.

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2. Participants and the Basis of Determining the Eligibility of Participants

The Board considers that the adoption and implementation of the H Share Option Scheme will motivate Eligible Participants to contribute to the Group's development. The H Share Option Scheme, which allow grant by the Company of share-based incentive in the form of Options, will enable the Group to attract, retain and motivate Eligible Participants to promote the sustainable development of the Group in line with the performance goals of the Group, and as such, it is in the interests of the Group as a whole that more and wider categories of people be eligible for the H Share Option Scheme so as to incentivize them to contribute to the Group's growth and development. Furthermore, the Board considers that the participants will share the same interests and objectives with the Group upon the grant of Options, which is in turn beneficial to the long-term development of the Group. In addition, the adoption of the H Share Option Scheme is in line with modern commercial practice that full-time or part-time employees, directors, supervisors and members of the management of the Group and Related Entities and Service Providers be given incentives to work towards the goal of enhancing the enterprise value and attaining the long-term objectives of the Company for the benefit of the Group as a whole.

(i) Employee Participants and the Basis of Eligibility

In assessing the eligibility of the Employee Participants, the Board will consider all relevant factors as appropriate, including, among others, (i) his/her skills, knowledge, experience, expertise and other relevant personal qualities; (ii) his/her performance, time commitment, responsibilities or employment conditions and the prevailing market practice and industry standard; (iii) his/her contribution made or expected to be made to the growth of the Group; (iv) his/her length of engagement or employment with the Group; and (v) his/her educational and professional qualifications, and knowledge in the industry.

(ii) Service Providers and the Basis of Eligibility

Service Providers are any persons (natural person or corporate entity) who provide services to the Group on a continuing and recurring basis in the ordinary course of business of the Group which are in the interests of the long-term growth of the Group, including: (i) supplier or business partner (including joint venture partners or other contractual parties) who, or are anticipated to be going forward, significant to the Group's business or otherwise will contribute significantly to the growth of the Group's financial or business performance; or (ii) any independent contractor, consultant, agent and/or advisors who (a) provides advisory services, consultancy services, sales and marketing services, technology services, administrative services to the Company, where the continuity and frequency of their services are akin to those of employees, or (b) provides advisory services and consultancy services after stepping down from an employment or director position with the Group; however excluding (i) placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions, or (ii) professional service provider such as auditors or valuers who provide assurance or are required to perform their services with impartially and objectively.

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In assessing the eligibility of the Service Providers, the Board will consider all relevant factors as appropriate, including, among others, (i) his/her professional expertise, professional qualifications and relevant experience; (ii) his/her performance and track record, including his/her ability to provide quality service; (iii) the duration and length of business relationship between the Service Providers and the Company; (iv) the scale of business and transactions between the Service Providers and the Company, and his/her contributions to the Company's performance as evaluated by the Board and/or the authorized person(s); (v) the actual contributions to the Company in decreasing costs or increasing revenue/profits; (vi) the profits and gains to be brought forth by the Service Providers, and the benefits and strategic values of such benefits and gains; and (vii) the business opportunities and external resources that the Service Providers has or is likely to bring to the Company.

Based on such criteria, the Board has categorized the Service Providers to mainly include the Group's:

- a) **Suppliers.** Those that supply the Group with services on a regular or recurring basis, with which the Group would consider important to maintain a close business relationship on an ongoing basis, and in turn, it would be beneficial to the Group's business relationship to grant such supplier with proprietary ownership in the Company and to encourage the supplier to have a shareholding interest in the Group and the Group's future development. This category primarily comprises CROs and CDMOs that provide research, development and manufacturing services to the Company. These Service Providers play a critical role in supporting the Company's long-term growth, as they enable the efficient advancement of the Company's pipeline products from early-stage research through clinical development and, ultimately, to commercialization. By leveraging the specialized expertise, technical capabilities and scalable infrastructure of CROs and CDMOs, the Company is able to optimize R&D efficiency, manage development risks, accelerate timelines and maintain flexibility in resource allocation;
- b) **Agents and contractors.** Those that provide intermediary and other professional/consultancy services (i.e. services in R&D, market development, strategic planning, recruitment and cutting edge technologies) to the Group on a regular or recurring basis with which the Group would consider important to maintain a close collaborative relationship on an ongoing basis, that in turn, it would be beneficial to the collaboration between the Group and the agents or contractors to grant proprietary ownership in the Company and to encourage the agents or contractors to have a shareholding interest in the Group and the Group's future development. This category primarily comprises (i) R&D consultants, who possess critical expertise and specialized knowledge, and are able to provide the Company with important insights, guidance and advice in relation

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to R&D activities; (ii) financial advisers that promote and facilitate the Company's business development initiatives, such as license-in, license-out and co-development arrangements; and (iii) technology and solution providers that offer advisory services and advanced technologies to the Company, such as R&D platforms, management and operational systems, and AI-enabled solutions. These Service Providers are of strategic importance to the Company's long-term development as they support development of our pipeline products, the identification and execution of value-accretive business development opportunities, enhance decision-making and operational efficiency, strengthen the Company's technological and digital capabilities, and enable the Company to remain competitive at the forefront of innovation in an increasingly complex and technology-driven pharmaceutical landscape; and

- c) **Independent regional channel partners.** Those independent long-term and stable regional channel partners that form an extensive sales and service network, whose sales contributions are expected to be meaningful to the Group's business growth, and whom the Group would consider beneficial to reward and further incentivize shareholding interest in the Group.

(iii) Related Entity Participants and the Basis of Eligibility

In assessing the eligibility of the Related Entity Participants, the Board will consider all relevant factors as appropriate, including, among others (i) the positive impacts (including support, assistance, guidance, advice, efforts and/or contributions) brought by, or expected from, the Related Entity Participant on the Group's business development in terms of an increase in revenue or profits, an addition of expertise to the Group and/or other aspects in support of the development and growth of the Group's business; (ii) the actual degree of involvement in and/or cooperation with the Group and length of collaborative relationship the Related Entity Participant has established with the Group via its role and position held with the Related Entity; (iii) the number, scale and nature of the projects which promote the business, development and growth of the Group in which the Related Entity Participant is involved; (iv) whether the Related Entity Participant has referred or introduced opportunities to the Group which have materialised into further business relationships; (v) whether the Related Entity Participant has assisted the Group in tapping into new markets and/or increased its market share; and (vi) the materiality and nature of the business relation between the Related Entity of which the Related Entity Participant holds office or position on the one hand and the Group on the other hand, and the Related Entity Participant's contribution in such Related Entity which may benefit the core business of the Group through a collaborative relationship.

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Based on such criteria, the Board has categorized the Related Entity Participant to mainly include employees or directors of certain investees of the Company. The Company may invest in companies typically operate in areas that are complementary to the Company's core business, including but not limited to platform technologies, clinical development capabilities, manufacturing know-how and specialized technical services. By investing in such companies, the Company will be able to access innovative technologies, proprietary know-how and experienced scientific and management team. By granting proprietary ownership in the Company to key directors and employees of such investee companies, the Company may further incentivize close collaboration, knowledge sharing and recourse integration.

With reference to the scope of the Eligible Participants and the corresponding eligibility criteria, and considering the Company's hiring practices and organisational structures, the Directors (including the independent non-executive Directors) are of the view that it would be in the Group's interest to permit the Company such flexibility in granting Options to the Service Providers and Related Entity Participants in recognition of their contribution to the Group's long-term growth and development, given those which will be selected are those maintaining a close collaborative and supportive business relationship with the Group. It also enables the Group to preserve its cash resources and use share-based incentives to encourage persons outside of the Group to contribute to the Group. A sustainable and stable relationship with the Service Providers and Related Entity Participants is vital for the Group and the inclusion of non-employee participants under the H Share Option Scheme would align their interest with the interest of the Group and incentivise them to provide better services to create more opportunities for and/or contribute to the success of the Group in the long run, and thus promoting the growth and development of the Group, and enabling the purpose of the H Share Option Scheme to be achieved. Therefore, the Directors consider that the inclusion of the Service Providers and Related Entity Participants aligns with the long-term interests of the Company and the Shareholders.

On top of the above, the Board will take into account different factors when assessing the eligibility of and contribution (or potential contribution) made or to be made by the Service Providers and the Related Entity Participants. The Board also has the discretion to impose different terms and conditions (including but not limited to performance targets) on the Options to be granted to the Eligible Participants, which provides the Board with greater flexibility to impose appropriate conditions in light of the particular circumstances of each grant so that it would become a more meaningful reward for the contribution or potential contribution made by the Service Providers and the Related Entity Participants.

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As a result, the Board (including the independent non-executive Directors) is of the view that the proposed inclusion of the Service Providers and the Related Entity Participants would, on the one hand, enable the Company to preserve flexibility using share incentives to encourage Related Entity Participant to contribute to the Group and align the mutual interests; and on the other hand, induce and provide further incentive to both current and future Service Providers of the Group to contribute to the development, growth and success of the Group, and is in line with the modern commercial practice with reference to other companies listed on the Stock Exchange to include participants, such as Service Providers of the Group, to be given incentives to work towards enhancing the value and attaining the long-term objectives of the Company and for the benefit of the Group as a whole. Accordingly, the Board (including the independent non-executive Directors) considers the inclusion of the Service Providers and the Related Entity Participants to be in line with the purpose of the H Share Option Scheme and is in the best interests of the Company and the Shareholders as a whole. As of the Latest Practicable Date, the Company had not granted any share option or awards to Service Providers or Related Entity Participants before.

3. Scheme Limit

The Company shall not make any further grant of Options which will result in the aggregate number of H Shares to be issued by the Company in respect of all grants of options and awards made after the Adoption Date pursuant to the H Share Option Scheme and any other share schemes adopted by the Company (excluding options and/or awards lapsed in accordance with relevant scheme rules) to exceed 10% of the total number of issued Shares (excluding Treasury Shares, if any) as at the date of the Shareholders' approval of the Scheme Limit unless Shareholders approve a further refreshment of the Scheme Limit or Shareholders' approval is obtained in compliance with the Listing Rules.

As at the Latest Practicable Date, the issued share capital of the Company comprised 370,366,630 Shares with a nominal value of RMB0.10 each, including 338,029,020 H Shares and 32,337,610 Unlisted Shares. Subject to Shareholders' approval and assuming that there is no change in the issued Shares during the period from the Latest Practicable Date to the Adoption Date, the Scheme Limit will be 37,036,663 Shares.

An application will be made to the Listing Committee for the listing of, and permission to deal in, the Shares which may fall to be issued pursuant to the vesting of any awards and/or exercise of options of up to 10% of the total number of issued Shares (excluding Treasury Shares, if any) as at the date of the EGM.

4. Service Provider Sublimit

As the scope of Eligible Participants under the H Share Option Scheme shall be expanded to include Service Providers, the Board considers that it is appropriate to adopt the Service Provider Sublimit within the Scheme Limit in accordance with Rule 17.03B(2) of the Listing Rules.

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The Company shall not make any further grant of Options to Service Providers which will result in the aggregate number of Shares to be issued by the Company in respect of all grants of options and awards made after the Adoption Date pursuant to the H Share Option Scheme and other share schemes adopted by the Company (excluding options and/or awards lapsed in accordance with relevant scheme rules) to exceed 1% of the total number of issued Shares (excluding Treasury Shares, if any) as at the date of the Shareholders' approval of the Service Provider Sublimit unless the Shareholders approve a further refreshment of the Service Provider Sublimit or Shareholders' approval is obtained in compliance with the Listing Rules.

As at the Latest Practicable Date, the issued share capital of the Company comprised 370,366,630 Shares with a nominal value of RMB0.10 each, including 338,029,020 H Shares and 32,337,610 Unlisted Shares. Subject to Shareholders' approval and assuming that there is no change in the issued Shares during the period from the Latest Practicable Date to the Adoption Date, the Service Provider Sublimit will be 3,703,666 Shares.

In determining the Service Provider Sublimit, the Directors consider that it is important to ensure that each share scheme of the Company will be attractive and is able to provide sufficient incentives to Service Providers who are able to contribute to the business development of the Group, all of which being core functions on which the Group relies in its ordinary and usual course of business. The basis of determination of the Service Provider Sublimit includes (i) the potential dilution effect on the Shares arising from grants to the Service Providers, the importance of striking a balance between achieving the purpose of H Share Option Scheme and H Share Incentive Scheme, and protecting Shareholders from the dilution effect from making grants to the Service Providers, and (ii) 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, business partners, independent contractors, consultants, agents, advisors 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.

Taking into account that (i) as a biopharmaceutical company focused on developing novel treatment options in the fields of oncology, the Company relies not only on its internal employees but also on a broad range of external service providers to support its business functions, such as CROs, CDMOs, R&D consultants; (ii) the benefit to and needs of the Group to provide long-term equity incentives, which in contrast to short-term cash-based compensation or consideration, would encourage the Service Providers to adopt a long-term perspective, maintain continuity in their services, and prioritize the Group's business success; (iii) the minimal potential dilution to the shareholding of public Shareholders following the exercise of the options and/or vesting of awards to be granted to Service Providers under the Service Provider Sublimit, given the fact that the individual limit under Rule 17.03D(1) of the Listing Rules is also 1% and 1% is well within the market norms for equity incentives arrangements; and (iv) the Service Provider Sublimit can also be utilized for making grants to other Eligible Participants and thereby reducing the impact of any excessive dilution of existing Shareholders' shareholding, the Board is of the view that the Service Provider Sublimit is appropriate and reasonable. The Service Provider Sublimit is subject to approval by way of special resolution by the Shareholders at the EGM.

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5. Refreshment of Scheme Limit and Service Provider Sublimit

The Company may seek approval by Shareholders in general meeting for refreshing the Scheme Limit and Service Provider Sublimit after three years from the date of Shareholders' approval for adoption of the Scheme Limit and Service Provider Sublimit or the last refreshment. Any refreshment within any three-year period must be approved by Shareholders subject to the following provisions:

- (i) 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
- (ii) the Company must comply with relevant requirements under the Listing Rules.

The total number of Shares which may be issued in respect of all options and awards to be granted under all of the schemes of the Company under the Scheme Limit as "refreshed" must not exceed 10% of the total number of issued Shares (excluding Treasury Shares, if any) as at the date of approval of the refreshed Scheme Limit. The Company will send a circular to Shareholders containing the number of options and awards that were already granted under the existing Scheme Limit and the existing Service Provider Sublimit (if any), and the reason for the refreshment.

6. 1% Individual Limit

The total number of Shares issued and to be issued in respect of all Options granted under the H Share Option Scheme and all options and awards granted under other share schemes of the Company to each participant during any 12-month period up to and including the relevant grant date (excluding options or awards lapsed in accordance with relevant scheme rules) shall not exceed 1% of the total number of issued Shares (excluding Treasury Shares, if any) at the relevant time (the "**1% Individual Limit**").

Should any proposed grant to participants result in the total number of Shares issued and to be issued in respect of all options and awards already granted and proposed to be granted to each participant during any 12-month period up to and including the relevant proposed grant date (including both exercised and unexercised options as well as vested and unvested awards, but excluding any options or awards that have lapsed pursuant to the terms of the share schemes of the Company) exceeding the 1% Individual Limit, then any further grant of Options shall be subject to and only take effect upon such grant being separately approved by Shareholders at a general meeting of the Company pursuant to the requirements of the Listing Rules.

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In addition, each grant of Options to any Director, chief executive (as defined in the Listing Rules), or substantial Shareholder of the Company (or any of their respective associates) shall be subject to the prior approval of the independent non-executive Directors (excluding any independent non-executive Director who is a proposed recipient of the grant of Options).

7. 0.1% Limit

Where any grant of Options to an independent non-executive Director, a substantial Shareholder or any of their respective associates result in the total number of Shares issued and to be issued in respect of all Options granted under the H Share Option Scheme and all options and awards granted under other share schemes of the Company to such person(s) during any 12-month period up to and including the relevant grant date (excluding options or awards lapsed in accordance with relevant scheme rules) exceeding 0.1% of the total issued Shares (excluding Treasury Shares, if any) at the relevant time, such further grant of Options shall be subject to prior approval by the Shareholders (voting by way of poll) in general meeting. The Company shall send a circular to the Shareholders. The grantee, their associates and all core connected persons of the Company must abstain from voting in favour at such general meeting.

8. Source of Shares

The H Shares of the Company underlying the Options to be granted under the H Share Option Scheme will be satisfied by way of (i) issue and allotment of new H Shares; and/or (ii) transfer of Treasury Shares, if any.

9. Grant Letter and Notification of Grant of Options

A letter shall be issued by the Company to each grantee which specifies the terms on which the Option is to be granted pursuant to the H Share Option Scheme. Such terms of the grant letter may include any minimum period(s) for which an Option must be held, any minimum performance target(s) that must be achieved, before the Option can be exercised in whole or in part, and/or the conditions for the lapse of any Option and/or clawback mechanism (if any); and may include at the discretion of the Board or its authorized person(s) such other terms either on a case-by-case basis or generally, provided that such terms are consistent with the rules of the H Share Option Scheme.

A grant offer shall be deemed to have been accepted and the Option to which the offer relates shall be deemed to have been granted and to have taken effect when the duplicate of the offer letter comprising acceptance of such offer duly signed by the grantee with the number of H Shares in respect of which the offer is accepted clearly stated therein.

Any grant offer may be accepted in respect of less than the number of H Shares for which it is offered provided that it is accepted in respect of a board lot for dealing in H Shares or a multiple thereof. To the extent that the grant offer is not accepted within the period which it must be accepted (if any), it shall be deemed to have been irrevocably declined.

No consideration is payable on acceptance of each grant of Option(s).

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10. Basis of Determination of the Subscription Price of Options

Grantees to whom Options shall be granted are entitled to subscribe for the number of Shares at the subscription price as calculated and determined on the date of the grant of the Options.

The basis for determining the subscription price (being the Exercise Price) shall be determined by the Board and notified to the participants, and shall not be less than the highest of the following:

- (i) the closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange on the date of grant (being a business day);
- (ii) the average of the closing prices of the Shares as shown in the daily quotation sheets of the Stock Exchange for the five business days immediately preceding the date of grant; and
- (iii) the nominal value of the Shares.

The Board considers such limits imposed on the subscription price to be adequate given that they are in line with that as required by the Listing Rules. Further, it is expected that by operating on such basis, the grantees will endeavour to contribute to the development of the Group so as to bring about an increased value of the Shares and capitalise on the benefits of the Options. As a result, the Board considers that such basis serves the best interests of the Group and Shareholders as a whole and is in line with the purpose of the H Share Option Scheme.

11. Vesting Period

The vesting period in respect of any Options shall not be less than 12 months (or such other period as the Listing Rules may prescribe or permit from time to time). Options granted to Employee Participants may be subject to a shorter vesting period as determined by (i) the Remuneration Committee if such Employee Participant is a Director or a senior manager (as defined under Rule 17.01A of the Listing Rules) of the Company, or (ii) the Board if such Employee Participant is not a Director or a senior manager (as defined under Rule 17.01A of the Listing Rules) of the Company, under any of the following circumstances:

- (a) the grant of “compensatory” Options to new Employee Participants as replacement for awards or options forfeited when leaving their former employer;
- (b) the grant of Options to Employee Participants whose employment is terminated by reason of death, disability or any force majeure event;

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- (c) the grant of Options subject to performance-based vesting conditions as determined by the Board, in lieu of the standard time-based vesting schedule;
- (d) the grant of Options in multiple tranches within a year for administrative and compliance-related reasons. In such case, the vesting periods may be shorter to reflect the time from which an Option would have been granted;
- (e) the grant of Options with hybrid or accelerated vesting schedules, including equal monthly vesting over a 12-month period; and
- (f) the grant of Options where the aggregate of the vesting period and holding period exceeds 12 months.

To ensure the practicability in fully attaining the purpose of the H Share Option Scheme, the Board and the Remuneration Committee are of the view that: (a) there are certain instances where a strict twelve-month vesting requirement would not work or would not be fair to the holders of Options, such as those set out in the aforesaid paragraphs; (b) there is a need for the Company to retain flexibility in certain cases to provide a competitive remuneration package to attract and retain individuals to provide services to the Group, to provide for succession planning and the effective transition of employee responsibilities and to reward exceptional performers with accelerated vesting or in exceptional circumstances where justified; and (iii) such vesting period is in line with the requirements under the Listing Rules and customary market practice.

Hence, the Board and the Remuneration Committee are of the view that the shorter vesting period prescribed here is in line with the market practice and is appropriate and aligns with the purpose of the H Share Option Scheme.

12. Performance Targets

Unless otherwise determined by the Board or specified in the grant, there is generally no performance target that needs to be achieved before the exercise of an Option granted to a grantee, provided that:

- (a) In respect of any participant who is a Director or senior manager (as defined under Rule 17.01A of the Listing Rules) of the Company, the Remuneration Committee may, or in respect of any other participant, the Board may, establish performance targets against the attainment of which the Options (as the case may be) granted to the participants concerned. The Directors (or, as the case may be, the Remuneration Committee) shall have the authority, after the grant of any Option (as the case may be) which is performance linked, to make fair and reasonable adjustments to the prescribed performance targets during the vesting period if there is a change in circumstances, provided that any such adjustments shall be less onerous than the original performance targets and are considered fair and reasonable by the Directors (or, as the case may be, the Remuneration Committee).

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(b) Proposed performance targets include business, financial, operations and creation of capital value for the Group's business segments (such as increase in revenue and net profit) as well as individual performance indicators based on the roles and responsibilities of relevant participants. The Directors (or, as the case may be, the Remuneration Committee) will conduct assessment at the end of a performance period by comparing the performance of the business segments and the individual performance of the participants with the pre-agreed targets to determine whether the targets and the extents to which the targets have been met.

The Board may at its discretion specify any conditions (including performance targets (if any)) which must be satisfied before the Options may be exercised. The Board considers that the purpose of granting Options is to incentivize employees and it may not always be appropriate to impose performance target or expressly set out a generic set of performance targets in the H Share Option Scheme Rules, as each participant will play different roles and contribute in different ways to the Group, and new performance targets may be taken into account and/or imposed depending on the development of the industry segment and the macro environment. The Board would like to retain the flexibility in setting the terms and conditions of each grant to facilitate the aim to offer incentives to attract quality personnel that are valuable to the development of the Group and for the benefit of the Group and the Shareholders as a whole.

13. Restrictions on Time of Grant

The Board and/or the authorized person shall not grant any Options after inside information has come to its knowledge until (and including) the trading day after it has announced the information or 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 under the Listing Rules) for approving 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.

14. Lapse of Options

Any Option(s) granted may only be exercised during the Option Period, as determined and notified by the Board and/or authorized person(s) to each grantee at the time of making an offer, and shall not expire later than ten years from the date of the grant of such Options. The right for the exercise of Options (if unexercised) shall terminate immediately upon the occurrence of such events (whichever occurs earlier): (i) the expiry of the Option Period (subject to compliance with applicable laws, rules and regulations including the Listing Rules and the relevant guidelines),

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subject to any alteration pursuant to the provisions of the rules of the H Share Option Scheme; (ii) the expiry or grantee's violation of any of the period requirement in relation to the exercise or the vesting of the Options, as set out in the H Share Option Scheme Rules and/or determined by the Board in its discretion from time to time; (iii) failure to satisfy any of the performance targets or conditions as set out by the Board (if any); (iv) failure to accept the grant offer before the expiration of such period as set out in the grant offer letter or as otherwise determined by the Board; or (v) by the determination of the Board or the authorized person(s), the triggering of any of the clawback events.

15. Clawback Mechanism

In circumstances where it, in the absolute opinion of the Board or the authorized person(s), may be regarded as inequitable for any Options to be vested or retained and/or (in case such Option has been exercised) the underlying Shares issued and allotted upon exercise of such Option to be held (as the case may be) by any grantee, including but not limited to:

- (i) where there has been a material misstatement or omission in the financial reports of the Group;
- (ii) where there has been a material and grave violation of any agreement executed between the Group and the relevant grantee (including but not limited to any applicable intellectual property rights agreement, labour agreements, non-compete agreements, non-disclosure agreements, or any such similar agreements);
- (iii) the relevant grantee divulging the business secrets of the Group, or procuring any illegitimate interests for him/her or any other persons using his/her position;
- (iv) engaging in any conduct with actual or potential material adverse effects on the name, reputation or interests of the Group;
- (v) violating any applicable laws and/or regulation and is thus sanctioned by any authorities (including criminal and/or administrative penalties);
- (vi) if the relevant grantee has committed any fraud or serious misconduct;
- (vii) if the relevant grantee joins any company or corporation that the Board or authorized person(s) in their full discretion and reasonable perception, to be a competitor of the Group;
- (viii) if the grantee refuses to cooperate with the Group at time of departure to engage in reasonable and necessary severance and phasing out procedures, including refusing to return core business documents, refusing to sign any severance agreements and/or non-compete agreements, refusing to abide by the vesting or cancellation arrangements of the H Share Option Scheme; and/or

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- (ix) any other circumstances determined by the Board or the authorized person(s) in their full discretion to result in any inequities.

Under such circumstances, unless the Board or the authorized person(s), in their absolute discretion, decides otherwise, any unexercised Option shall lapse immediately (regardless of whether such Options has been vested). With regard to the underlying Shares issued, allotted and granted to the grantees pursuant to the H Share Option Scheme (in case such Option has been exercised), the Company shall have the rights to recourse to the selected participant (i) all proceeds generated from the sale or transfer of the underlying Shares (in case such Option has been exercised) issued, allotted and granted to the grantee through the grantee's exercise of Option pursuant to the H Share Option Scheme; and/or (ii) request to effect the seizure and forfeiture of all the relevant Shares by the grantee's exercise of Option.

The Board considers that the clawback mechanism for the clawback of the Options granted to grantees culpable of misconduct and those Options which should not have been vested but for the material misstatement or omission in the financial reports of the Group, and is therefore in line with the purpose of the H Share Option Scheme and in the interests of the Group and the Shareholders as a whole.

16. Transferability, Cancellation and Status of Options

The Options are personal to the grantee and shall not be transferable. The grantee shall not, in any manner whatsoever, whether for the benefit of or in favour of any third party, sell, transfer, mortgage, charge, encumber or otherwise dispose of any Options, or create any interest in any Options, or enter into any agreement to effect any of the foregoing, save that: (i) the grantee's personal representatives or nominees may exercise the Options in accordance with the H Share Option Scheme Rules; and (ii) the Board having given its prior written consent (such consent to be granted or withheld in the Board's absolute discretion), and the Stock Exchange having granted its express waiver, and as such the grantee may be permitted to transfer the Options granted to and held by the grantee to a vehicle designated by the grantee for the benefit of the grantee and/or any of his/her family members (including for estate planning, tax planning or such other purposes as the Board and the Stock Exchange may consider reasonable) (such as a trust or private company), so long as such transfer remains consistent with the purposes of the H Share Option Scheme and complies with all other provisions of Chapter 17 of the Listing Rules.

The Board in its absolute discretion may cancel an Option granted but not exercised with the approval of the grantee of such Option. Options may be granted by the Company to a participant in place of his/her cancelled Options, provided that there are available Scheme Limit and Service Provider Sublimit as approved by the Shareholders from time to time. The Options cancelled will be regarded as utilized for the purpose of calculating the Scheme Limit and Service Provider Sublimit.

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The H Shares to be allotted and issued upon exercise of an Option under the H Share Option Scheme shall be identical to all existing issued H Shares and shall be allotted and issued subject to all the provisions of the Articles of Association for the time being in force and will rank *pari passu* with the other fully paid H Shares in issue, save that the 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, if applicable) declared or recommended or resolved to be paid to the Shareholders on or before the date the grantee becoming registered holder of relevant H Shares.

17. Reorganisation of Capital Structure

In the event of a capitalisation issue, bonus issue with price-dilutive element, rights issue, open offer with price-dilutive element, consolidation, subdivision or reduction of the share capital of the Company or such other event(s) as may be specified in the Listing Rules or any relevant guidance issued by the Stock Exchange from time to time under which an adjustment to the exercise price or purchase price and/or the number of Shares subject to options or awards granted under a share scheme of a listed issuer is allowed whilst any Option has been granted and remains exercisable, corresponding adjustments (if any) may be made to the following:

- (i) the number or nominal amount of Shares subject to any Option so far as such Option remains unexercised;
- (ii) Exercise Price; and/or
- (iii) the method of exercise of the option (if applicable),

or any combination thereof, as the auditors or a financial adviser engaged by the Company for such purpose shall, at the request of the Company, certify in writing, either generally or as regards any particular grantee, to be in their opinion fair and reasonable, provided always that any such adjustments should give each grantee the same proportion of the equity capital of our Company as that to which that grantee was previously entitled prior to such adjustments, and no adjustments shall be made which will enable a Share to be issued at less than its nominal value, and in each case rounded to the nearest whole share. No adjustments shall be made on the issue of consideration shares in a transaction. Any adjustments to be made will comply with the Listing Rules and any guidance or interpretation of the Listing Rules issued by the Stock Exchange from time to time, including but not limited to the adjustment mechanism under Appendix I of FAQ13. The capacity of the auditors or financial adviser (as the case may be) is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on our Company and the grantees. The costs of the auditors or financial advisor (as the case may be) shall be borne by the Company.

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To the extent not otherwise determined by the Board, the method of adjustment of number of Options so far as unexercised is set out as below:

Capitalization issue or bonus issue with price-dilutive elements

$$Q = Q_0 \times (1 + n)$$

Where: “ Q_0 ” represents the number of Option before the adjustment; “ n ” represents the ratio per Share resulting from the capitalization issue or bonus issue; “ Q ” represents the number of Option after the adjustment.

Rights issue or open offer with price-dilutive elements

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

Where: “ Q_0 ” represents the number of Option 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 or open offer; “ n ” represents the ratio of the rights issue or open offer; “ Q ” represents the number of Option 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 Option before the adjustment; “ n ” represents the ratio of share consolidation or share subdivision or reduction of share capital; “ Q ” represents the number of Option after the adjustment.

To the extent not otherwise determined by the Board, the method of adjustment of the Exercise Price of Option is set out as below:

Capitalization issue or bonus issue with price-dilutive elements

$$P = P_0 \div (1 + n)$$

Where: “ P_0 ” represents the Exercise Price of Option before the adjustment; “ n ” represents the ratio per Share resulting from the capitalization issue or bonus issue; “ P ” represents the Exercise Price of Option after the adjustment.

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Rights issue or open offer with price-dilutive elements

$$P = P_0 \times (P_1 + P_2 \times n) \div (P_1 \times (1 + n))$$

Where: “ P_0 ” represents the Exercise Price of Option 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 or open offer; “ n ” represents the ratio of the rights issue or open offer; “ P ” represents the Exercise Price of Option after the adjustment.

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

$$P = P_0 \div n$$

Where: “ P_0 ” represents the Exercise Price of Option before the adjustment; “ n ” represents the ratio of share consolidation or share subdivision or reduction of share capital; “ P ” represents the Exercise Price of Option after the adjustment.

If there has been any alteration in the capital structure of the Company as referred to hereinabove, and the Board has resolved to make adjustments pursuant to such, the Company shall, upon receipt of the notice sent by the grantee, inform the grantee of such alteration and shall either inform the grantee of the adjustments to be made pursuant to the certificate obtained by the Company from its auditors or independent financial adviser (as the case may be) for such purpose, or if no such certificate has yet been obtained, inform the grantee of such fact and instruct the auditors or independent financial adviser (as the case may be) to issue the relevant certificate as soon as practicable pursuant to above.

If the Company conducts a Share consolidation or subdivision after the Scheme Limit or Service Provider Sublimit has been approved by Shareholders in general meeting, the maximum number of Shares that may be issued in respect of all Options to be granted under the H Share Option Scheme and all options and awards to be granted under any other share schemes, as a percentage of the issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole share.

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18. Conditions Precedent of the H Share Option Scheme

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

- (i) the passing of special resolution(s) by the Shareholders at a general meeting of the Company to approve and adopt the H Share Option Scheme, as well as authorising the Board to grant Options under the H Share Option Scheme, and to allot and issue Shares in respect of any Options to be granted pursuant to the H Share Option Scheme; and
- (ii) the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, any Share on the Stock Exchange which may be issued in respect of all Options to be granted in accordance with the terms and conditions of the H Share Option Scheme.

Application will be made to the Listing Committee of the Stock Exchange for the approval of the listing of, and permission to deal in, the Shares which may fall to be issued in respect of all Options to be granted under the H Share Option Scheme.

19. Duration and Termination

The H Share Option Scheme shall be valid and effective for the scheme period (being a term of ten (10) years commencing on the Adoption Date unless sooner terminated. The H Share Option Scheme may be terminated at any time by the Board at its absolute discretion without Shareholders' approval, provided that the Board will only exercise such discretion under specific circumstances where the Board determines appropriate, such as, but not limited to where the Board is of the view that the H Share Option Scheme can no longer serve its designated purposes or when a new share scheme is proposed to be adopted to replace the H Share Option Scheme.

After the expiry or termination of the H Share Option Scheme, no further Options shall be offered or granted, but in all other respects the provisions of the H Share Option Scheme shall remain in full force and effect to the extent necessary to give effect to the vesting and exercise of any Options granted under the scheme prior thereto or otherwise as may be required in accordance with the provisions of the H Share Option Scheme, and Options granted prior to such expiry or termination shall continue to be valid and exercisable in accordance with the H Share Option Scheme and their terms of grant.

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20. Alteration

Subject to the Listing Rules, the H Share Option Scheme may be altered or amended in any respect by the Board except that any alterations to (i) the terms and conditions of the H Share Option Scheme which are of a material nature, (ii) the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of grantees or prospective grantees, and (iii) the authority of the Board, the authorized person(s), or the administrators of the H Share Option Scheme to alter the terms of the H Share Option Scheme, must be approved by Shareholders in general meeting. Furthermore, any alteration that operates to materially and adversely affect any subsisting rights of any grantee under any Option granted or agreed to be granted prior to such alterations except with the consent or sanction of such majority of the grantees (calculated on the basis of one vote per Share underlying the Option(s) held by such grantees for the time being), as would be required of the Shareholders under the Articles of Association for the time being of the Company for a variation of the rights attached to the Shares as if the Options constituted a separate class of share capital and as if the provisions under the Articles of Association for the time being of the Company applied *mutatis mutandis* thereto.

The altered or amended terms of the H Share Option Scheme and the Options thereunder must comply with Chapter 17 of the Listing Rules.

Any change to the terms of Options granted must be approved by the Board or its delegates, 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 or its delegates, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be). This requirement shall not apply when the alteration takes effect automatically under the H Share Option Scheme Rules.

21. Trustee

The H Share Option Scheme does not have a trustee.

B. PROPOSED ADOPTION OF THE H SHARE INCENTIVE SCHEME

The Board proposed the adoption of the H Share Incentive Scheme in accordance with Chapter 17 of the Listing Rules on November 24, 2025 and the relevant resolutions are hereby submitted to the EGM as a special resolution for consideration and approval. As at the Latest Practicable Date, the Company did not have any plan to grant any Awards under the H Share Incentive Scheme.

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A summary of the principal terms of the H Share Incentive Scheme is set out below:

1. Purposes of the H Share Incentive Scheme

The purposes of the H Share Incentive Scheme are: (i) to provide Eligible Participants with the opportunity to acquire equity interests in the Company and to incentivize them to enhance the value of the Company and its Shares for the benefit of the Company and the Shareholders; and (ii) to provide the Company with flexible means to retain, motivate, reward, compensate and/or provide benefits to Eligible Participants.

2. Participants and the Basis of Determining the Eligibility of Participants

The Board and/or the authorized person(s) may select any Eligible Participant to be a grantee of the H Share Incentive Scheme in accordance with the H Share Incentive Scheme Rules. A person shall not be considered as an Eligible Participant of the H Share Incentive Scheme if, as at the grant date:

- (i) he/she has been publicly censured or declared inappropriate by any securities regulatory authority in the past 12 months;
- (ii) he/she has been imposed an administrative punishment by any securities regulatory authority or administrative authority, or prosecuted for criminal liabilities by any judicial authority in the past 12 months due to any serious violation of laws and regulations;
- (iii) he/she is prohibited from participating in the H Share Incentive Scheme as stipulated by laws and regulations;
- (iv) he/she has committed any other act that seriously violates the relevant provisions of the Group or causes significant damage to the interests of the Group as determined by the Board; or
- (v) has any other circumstance as determined by the Board for safeguarding the interests of the Group and ensuring compliance with the applicable laws and regulations relating to the operation of the H Share Incentive Scheme.

Eligible Participants of the H Share Incentive Scheme include any Employee Participants, Service Providers and Related Entity Participants.

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(i) Employee Participants and the Basis of Eligibility

In assessing the eligibility of Employee Participants, the Board will consider all relevant factors as appropriate, including, among others (i) their skills, knowledge, experience, expertise and other relevant personal qualities; (ii) their performance, time commitment, responsibilities or employment conditions and the prevailing market practice and industry standard; (iii) their contribution made or expected to be made to the growth of the Group; (iv) their length of engagement or employment with the Group; and (v) their educational and professional qualifications, and knowledge in the industry.

(ii) Service Providers and the Basis of Eligibility

Service Providers are any persons (natural person or corporate entity) who provide services to the Group on a continuing and recurring basis in the ordinary course of business of the Group which are in the interests of the long-term growth of the Group, including: (i) supplier or business partner (including joint venture partners or other contractual parties) who, or are anticipated to be going forward, significant to the Group's business or otherwise will contribute significantly to the growth of the Group's financial or business performance; or (ii) any independent contractor, consultant, agent and/or advisors who (a) provides advisory services, consultancy services, sales and marketing services, technology services, administrative services to the Company, where the continuity and frequency of their services are akin to those of employees, or (b) provides advisory services and consultancy services after stepping down from an employment or director position with the Group; however excluding (i) placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions, or (ii) professional service provider such as auditors or valuers who provide assurance or are required to perform their services with impartially and objectively.

In assessing the eligibility of the Service Providers, the Board will consider all relevant factors as appropriate, including, among others, (i) his/her professional expertise, professional qualifications and relevant experience; (ii) his/her performance and track record, including his/her ability to provide quality service; (iii) the duration and length of business relationship between the Service Providers and the Company; (iv) the scale of business and transactions between the Service Providers and the Company, and his/her contributions to the Company's performance as evaluated by the Board and/or the authorized person(s); (v) the actual contributions to the Company in decreasing costs or increasing revenue/profits; (vi) the profits and gains to be brought forth by the Service Providers, and the benefits and strategic values of such benefits and gains; and (vii) the business opportunities and external resources that the Service Providers has or is likely to bring to the Company.

Based on such criteria, the Board has categorized the Service Providers to include the Group's:

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- a) **Suppliers.** Those that supply the Group with services on a regular or recurring basis, with which the Group would consider important to maintain a close business relationship on an ongoing basis, and in turn, it would be beneficial to the Group's business relationship to grant such supplier with proprietary ownership in the Company and to encourage the supplier to have a shareholding interest in the Group and the Group's future development. This category primarily comprises CROs and CDMOs that provide research, development and manufacturing services to the Company. These Service Providers play a critical role in supporting the Company's long-term growth, as they enable the efficient advancement of the Company's pipeline products from early-stage research through clinical development and, ultimately, to commercialization. By leveraging the specialized expertise, technical capabilities and scalable infrastructure of CROs and CDMOs, the Company is able to optimize R&D efficiency, manage development risks, accelerate timelines and maintain flexibility in resource allocation;
- b) **Agents and contractors.** Those that provide intermediary and other professional/consultancy services, such as services in market development, strategic planning, recruitment and cutting edge technologies, to the Group on a regular or recurring basis with which the Group would consider important to maintain a close collaborative relationship on an ongoing basis, that in turn, it would be beneficial to the collaboration between the Group and the agents or contractors to grant proprietary ownership in the Company and to encourage the agents or contractors to have a shareholding interest in the Group and the Group's future development. This category primarily comprises (i) financial advisers that promote and facilitate the Company's business development initiatives, such as license-in, license-out and co-development arrangements; and (ii) technology and solution providers that offer advisory services and advanced technologies to the Company, such as R&D platforms, management and operational systems, and AI-enabled solutions. These Service Providers are of strategic importance to the Company's long-term development as they support the identification and execution of value-accretive business development opportunities, enhance decision-making and operational efficiency, strengthen the Company's technological and digital capabilities, and enable the Company to remain competitive at the forefront of innovation in an increasingly complex and technology-driven pharmaceutical landscape; and
- c) **Independent regional channel partners.** Those independent long-term and stable regional channel partners that form an extensive sales and service network, whose sales contributions are expected to be meaningful to the Group's business growth, and whom the Group would consider beneficial to reward and further incentivize shareholding interest in the Group.

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(iii) Related Entity Participants and the Basis of Eligibility

In assessing the eligibility of Related Entity Participants, the Board will consider all relevant factors as appropriate, including, among others (i) the positive impacts (including support, assistance, guidance, advice, efforts and/or contributions) brought by, or expected from, the Related Entity Participant on the Group's business development in terms of an increase in revenue or profits, an addition of expertise to the Group and/or other aspects in support of the development and/or growth of the Group's business; (ii) the actual degree of involvement in and/or cooperation with the Group and length of collaborative relationship the Related Entity Participant has established with the Group via its role and position held with the Related Entity; (iii) the number, scale and nature of the projects which promote the business, development and growth of the Group in which the Related Entity Participant is involved; (iv) whether the Related Entity Participant has referred or introduced opportunities to the Group which have materialised into further business relationships; (v) whether the Related Entity Participant has assisted the Group in tapping into new markets and/ or increasing its market share; and (vi) the materiality and nature of the business relation between the Related Entity of which the Related Entity Participant holds office or position on the one hand and the Group on the other hand, and the Related Entity Participant's contribution in such Related Entity which may benefit the core business of the Group through a collaborative relationship.

Based on such criteria, the Board has categorized the Related Entity Participant to mainly include employees or directors of certain investees of the Company. The Company may invest in companies typically operate in areas that are complementary to the Company's core business, including but not limited to platform technologies, clinical development capabilities, manufacturing know-how and specialized technical services. By investing in such companies, the Company will be able to access innovative technologies, proprietary know-how and experienced scientific and management team. By granting proprietary ownership in the Company to key directors and employees of such investee companies, the Company may further incentivize close collaboration, knowledge sharing and recourse integration.

With reference to the scope of the Eligible Participants and the corresponding eligibility criteria, and considering the Company's hiring practices and organisational structures, the Directors (including the independent non-executive Directors) are of the view that it would be in the Group's interest to permit the Company such flexibility in granting Awards to the Service Providers and Related Entity Participants in recognition of their contribution to the Group's long-term growth and development, given those which will be selected are those which maintain a close collaborative business relationship with the Group. It also enables the Group to preserve its cash resources and use share-based incentives to encourage persons outside of the Group to contribute to the Group. A sustainable and stable relationship with the Service Providers and the Related Entity Participants is vital for the Group and the inclusion of non-employee participants under the H Share Incentive Scheme would align their interest with the interest of the Group and incentivise them to provide better services to create more opportunities for and/or contribute to the success of the Group in the long run, and thus promoting the growth and development of the Group, and enabling the purpose of the H Share Incentive Scheme to be achieved. Therefore, the Directors consider that the inclusion of the Service Providers and the Related Entity Participants aligns with the long-term interests of the Company and the Shareholders.

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On top of the above, the Board will take into account different factors when assessing the eligibility of and contribution (or potential contribution) made or to be made by the Related Entity Participants. The Board also has the discretion to impose different terms and conditions (including but not limited to performance targets) on the Awards to be granted to the Eligible Participants, which provides the Board with greater flexibility to impose appropriate conditions in light of the particular circumstances of each grant so that it would become a more meaningful reward for the contribution or potential contribution made by the Service Providers and the Related Entity Participants.

As a result, the Board (including the independent non-executive Directors) consider that the proposed inclusion and the designated categories of and assessment criteria for the Service Providers and the Related Entity Participants are in line with the purpose of the H Share Incentive Scheme, the Company's business needs and the industry norm, desirable and necessary from a commercial perspective and help maintain and/or enhance the competitiveness of the Group. Through the grant of the Awards, such participants and the Group will have a common goal in the growth and development of the Group's business, and could participate in the future prospect of the Group and share the additional reward through their sustainable contribution, which is in the interest of the Company and the Shareholders as a whole.

3. Scheme Limit

The Company shall not make any further grant of Awards which will result in the aggregate number of H Shares to be issued by the Company in respect of all grants of options and awards made after the Adoption Date pursuant to the H Share Incentive Scheme and any other share schemes adopted by the Company (excluding options and/or awards lapsed in accordance with relevant scheme rules) to exceed the Scheme Limit (being 10% of the total number of issued Shares (excluding Treasury Shares, if any) as at the date of the Shareholders' approval of the Scheme Limit), unless Shareholders approve a further refreshment of the Scheme Limit or Shareholders' approval is obtained in compliance with the Listing Rules. For more details of requirements for refreshment of the Scheme Limit, please refer to the section headed "5. Refreshment of Scheme Limit and Service Provider Sublimit" under "A. PROPOSED ADOPTION OF THE H SHARE OPTION SCHEME" of the Letter from the Board in this circular.

As at the Latest Practicable Date, the issued share capital of the Company comprised 370,366,630 Shares with a nominal value of RMB0.10 each, including 338,029,020 H Shares and 32,337,610 Unlisted Shares. Subject to Shareholders' approval and assuming that there is no change in the issued Shares during the period from the Latest Practicable Date to the Adoption Date, the Scheme Limit will be 37,036,663 Shares.

An application will be made to the Listing Committee for the listing of, and permission to deal in, the Shares which may fall to be issued pursuant to the vesting of any awards and/or exercise of options of up to 10% of the total number of issued Shares (excluding Treasury Shares, if any) as at the date of the EGM.

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4. Service Provider Sublimit

As the scope of Eligible Participants under the H Share Incentive Scheme shall be expanded to include Service Providers, the Board considers that it is appropriate to adopt the Service Provider Sublimit within the Scheme Limit in accordance with Rule 17.03B(2) of the Listing Rules.

The Company shall not make any further grant of Awards to Service Providers which will result in the aggregate number of Shares to be issued by the Company in respect of all grants of options and awards made after the Adoption Date pursuant to the H Share Incentive Scheme and other share schemes adopted by the Company (excluding options and/or awards lapsed in accordance with relevant scheme rules) to exceed 1% of the total number of issued Shares as at the date of the Shareholders' approval of the Service Provider Sublimit unless the Shareholders approve a further refreshment of the Service Provider Sublimit or Shareholders' approval is obtained in compliance with the Listing Rules. For more details of requirements for refreshment of the Service Provider Sublimit, please refer to the section headed "5. Refreshment of Scheme Limit and Service Provider Sublimit" under "A. PROPOSED ADOPTION OF THE H SHARE OPTION SCHEME" of the Letter from the Board in this circular.

As at the Latest Practicable Date, the issued share capital of the Company comprised 370,366,630 Shares with a nominal value of RMB0.10 each, including 338,029,020 H Shares and 32,337,610 Unlisted Shares. Subject to Shareholders' approval and assuming that there is no change in the issued Shares during the period from the Latest Practicable Date to the Adoption Date, the Service Provider Sublimit will be 3,703,666 Shares.

The abovementioned Scheme Limit and Service Provider Sublimit only apply to Awards to be satisfied by new Shares to be issued by the Company.

For the basis of determination of the Service Provider Sublimit which apply to each of the H Share Option Scheme and the H Share Incentive Scheme, please refer to the section headed "4. Service Provider Sublimit" under "A. PROPOSED ADOPTION OF THE H SHARE OPTION SCHEME" of the Letter from the Board in this circular.

5. 1% Individual Limit

The total number of Shares issued and to be issued in respect of all Awards granted under the H Share Incentive Scheme and all options and awards granted under other share schemes of the Company to each participant during any 12-month period up to and including the relevant grant date (excluding options and awards lapsed in accordance with relevant scheme rules) shall not exceed 1% of the total number of issued Shares (excluding Treasury Shares, if any) at the relevant time.

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Should any proposed grant to participants result in the total number of Shares issued and to be issued in respect of all options and awards already granted and proposed to be granted to each participant during any 12-month period up to and including the relevant proposed grant date (including both exercised and unexercised options as well as vested and unvested awards, but excluding any options or awards that have lapsed pursuant to the terms of the share schemes of the Company) exceeding the 1% Individual Limit, then any further grant of Awards shall be subject to and only take effect upon such grant being separately approved by Shareholders at a general meeting of the Company pursuant to the requirements of the Listing Rules.

In addition, each grant of Awards to any Director, chief executive (as defined in the Listing Rules), or substantial Shareholder (or any of their respective associates) of the Company shall be subject to the prior approval of the independent non-executive Directors (excluding any independent non-executive Director who is a proposed recipient of the grant of Awards).

6. 0.1% Limit

Where any grant of Awards to a Director (other than an independent non-executive Director) or chief executive (as defined in the Listing Rules), or any of their associates would result in the Shares issued and to be issued in respect of all Awards granted under the H Share Incentive Scheme and all awards granted under other share schemes of the Company to such person(s) during any 12-month period up to and including the relevant grant date (excluding awards lapsed in accordance with relevant scheme rules), exceeding 0.1% (or such other higher percentage as may be prescribed by the Stock Exchange from time to time) of the total issued Shares (excluding Treasury Shares, if any) at the relevant time, such further grant of Awards shall be subject to the prior approval of Shareholders at a Shareholders' meeting and the requirements as set out in the Listing Rules.

Where any grant of any Awards to an independent non-executive Director or a substantial Shareholder of the Company, or any of their respective associates, would result in the Shares issued and to be issued in respect of all options and awards granted to such person during any 12-month period up to and including the relevant grant date (excluding options or awards lapsed in accordance with relevant scheme rules), exceeding 0.1% (or such other higher percentage as may be prescribed by the Stock Exchange from time to time) of the total issued Shares (excluding Treasury Shares, if any) at the relevant time, such further grant of Awards shall be subject to the prior approval of Shareholders at a Shareholders' meeting and the requirements as set out in the Listing Rules.

7. Source of Shares

The source of the Shares under the H Share Incentive Scheme shall be H Shares to be acquired by the Trustee, in accordance with the instructions of the Company and the relevant provisions of the H Share Incentive Scheme Rules, (i) by subscribing for new H Shares at their par value from the Company; (ii) through on-market and/or off-market transactions on the secondary market at the prevailing market price by utilising the scheme funds; and/or (iii) using Treasury Shares, if any.

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8. Purchase Price

The Board may, at its full discretion and in line with the purpose of the H Share Incentive Scheme, determine the Purchase Price payable for the Award Shares (for the avoidance of doubt, such Purchase Price payable may be nil). Such determination shall be based on and take into account (including but not limited to) (i) regular practices of comparable companies; (ii) other terms and conditions in relation to any grants or vesting of any Award; and (iii) the efficacy of the Company's share schemes in attracting talents and incentivizing the Eligible Participants to contribute to the long-term development of the Group.

The Board believes that it is in the best interests of the Company to exercise its discretion and judgment and retain the flexibility to impose appropriate conditions in light of the particular circumstances of each grant, which would then be a more meaningful reward for the selected participants' contribution or potential contribution. Further, by allowing the Company to grant Awards under H Share Incentive Scheme at a Purchase Price (if any) as may be stipulated in the Award Letter on a case-by-case basis, the Company shall be in a better position to retain such selected participants to continue serving the Group whilst at the same time providing these selected participants further incentive in achieving the goals of the Group. Such room for discretion provides the Board with flexibility to stipulate, if necessary, a Purchase Price for Award Shares, while balancing the purpose of the Award and the interests of Shareholders. Therefore, the aforesaid term regarding the Purchase Price aligns with the purpose of the H Share Incentive Scheme.

9. Administration of the H Share Incentive Scheme and Trustee

The H Share Incentive Scheme shall be subject to the administration of the following administrative bodies:

- (i) the Shareholders' meeting of the Company is the highest authority of the Company and is responsible for considering and approving the adoption of the H Share Incentive Scheme, while the Board of the Company is the executive management body of the scheme. The Board is responsible for formulating and revising the H Share Incentive Scheme. Upon the consideration and approval of the scheme by the Board, the H Share Incentive Scheme will be implemented after being approved at the Shareholders' meeting. The Board and/or the authorized person may handle and implement all relevant matters of the H Share Incentive Scheme within the authorisation of the Shareholders' meeting;
- (ii) the independent non-executive Directors shall supervise whether the H Share Incentive Scheme is conducive to the sustainable development of the Company, whether the H Share Incentive Scheme damages the overall interests of the Company and its Shareholders, and whether the implementation of the H Share Incentive Scheme complies with the applicable laws, regulations and normative documents and the regulatory rules of the places where the Company is registered and listed;

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- (iii) any grant of Awards to the Directors, chief executive, other connected persons or senior managers of the Company, shall comply with all applicable laws, rules and regulations, including the Listing Rules and the codes or securities trading restrictions adopted by the Company;
- (iv) the Trust is established to serve the H Share Incentive Scheme, and pursuant to the relevant provisions of the Trust Deed and at the instruction of the Company, the Trustee shall acquire the H Shares and shall hold any Award Shares acquired in accordance with the terms of the H Share Incentive Scheme and the provisions of the Trust Deed. For the purposes of the H Share Incentive Scheme, the Trustee is required to implement the vesting, sale and other matters in respect of the Award Shares in accordance with the terms of the H Share Incentive Scheme and the provisions of the Trust Deed and at the instructions given by the Board, the authorized person and/or grantees (if applicable) through the Company; and
- (v) without prejudice to the general management power of the Board, the Board may delegate the power to manage the H Share Incentive Scheme (including the power to grant Awards under the H Share Incentive Scheme) to the authorized person designated by it. The term of office, authority and remuneration (if any) of the authorized person shall be determined by the Board from time to time at their sole discretion.

For the avoidance of doubt, any decisions made by the Board and/or the authorized person(s) shall be final and binding on all persons under the H Share Incentive Scheme.

10. Grant of Award Shares

Subject to the terms and conditions of the H Share Incentive Scheme, the Board and/or the authorized person may at their sole discretion and on such terms and conditions as they may think fit, grant Award Shares to any Eligible Participant at the Purchase Price and the amount of the relevant Purchase Price shall be determined by the Board and/or the authorized person(s) and set forth in the Award Letter.

Any grant of Award Shares to any Director, chief executive or substantial Shareholder of the Company (or any of their respective associates) shall be subject to the prior approval of the independent non-executive Directors of the Company.

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After the Board and/or the authorized person(s) has decided to make a grant of Award Shares to any grantee, the Company shall issue an Award Letter to such grantee, which shall set out details of the grant, including but not limited to the name and identification of the grantee, the number of Award Shares granted, the vesting criteria and conditions, the vesting date, Purchase Price, the conditions for the lapse and clawback mechanism (if any) of Award Shares and other terms and conditions to be determined by the Board and/or the authorized person(s) that are not inconsistent with the H Share Incentive Scheme. The grantee shall confirm in the manner set out in the Award Letter his/her acceptance of such grant.

Subject to the rules of the H Share Incentive Scheme and the Listing Rules, and the applicable laws and regulations,

- (i) the Board and/or the authorized person(s) shall have the absolute discretion from time to time to impose any conditions (including, among others, a continued period of service with the Group after the grant date) on the vesting of the Award Shares by the grantee as it/he/she considers appropriate, and shall notify the Trustee and the relevant grantee of the applicable vesting conditions of the Awards; and
- (ii) the Board and/or the authorized person(s) shall have the discretion to waive any vesting conditions set out in the Award Letter. The Board and/or the authorized person shall have the authority, after the grant of any Award which is performance based, to make fair and reasonable adjustments to the prescribed performance targets during the vesting period if there is a change in circumstances, provided that any such adjustments shall be considered fair and reasonable by the Board and/or the authorized person. The performance targets may include the attainment of financial indicators and business plan milestones by the Group, which may vary among the grantees. The Board and/or the authorized person will conduct assessment from time to time by comparing the performance with the preset targets to determine whether such targets and the extents to which have been met. If, after the assessment, the Board and/or the authorized person determines that any prescribed performance targets have not been met, the unvested Awards shall lapse automatically. Hence, the Board is of the view that this is appropriate and consistent with the purpose of the H Share Incentive Scheme.

No consideration is payable on acceptance of each grant of Award Share(s).

11. Restrictions on Time of Grant

The Board and/or the authorized person shall not grant any Award Shares, after inside information has come to its knowledge until (and including) the trading day after it has announced the information or during the period commencing 30 days immediately before the earlier of:

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- (i) the date of the Board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for approving 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.

12. Lapse of Awards

If, before or on the vesting date of any Award, such following circumstances arise, rendering the relevant grantees no longer qualified as Eligible Participants, unless approved by the Board and/or authorized person(s), the Award Shares that have not yet vested will immediately and automatically lapse, and Award Shares that have been vested but not yet paid to the grantee by the Trustee will automatically lapse but remain part of the Trust (including but not limited to):

- (i) the Eligible Participant (being an Employee Participant as at the grant date) ceases to be an Employee Participant due to the termination of their labour or employment agreement for retirement, death or permanent physical or mental disability; decision by any party to not renew their labour or employment agreement upon the expiration of such terms of the agreement, or unilaterally by the Eligible Participant; alleviation of redundancy of his/her post and adjustment due to efficiency optimization concerns; on any other ground on which an employer would be entitled to terminate the Eligible Participant's employment at common law or pursuant to any applicable laws, rules and regulations or under the Eligible Participant's service contract with the Company or the relevant subsidiary of the Company;
- (ii) the Eligible Participant (being a Related Entity Participant or Service Provider as at the grant date, regardless of such Eligible Participant is a person or a corporation) ceases to be a Related Entity Participant or Service Provider, in each case by determination of the Board in its full discretion, that such Eligible Participant has violated or failed to comply with any terms of the Eligible Participant's contract with the Company or the relevant subsidiary of the Company, the Eligible Participant violating the fiduciary duties owed to any member of the Group, or the Eligible Participant no longer being able to contribute to the growth and development any member of the Group due to the termination of the relationship with the Group or any other reason;
- (iii) failure to achieve the vesting conditions as set out by the Board or the authorized person(s);

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- (iv) any substantial or attempted deal with the Award Shares by the grantee;
- (v) failure to accept the grant of the relevant Award Shares within the period specified in the grant letter or as specified by the Board or the authorized person(s); and
- (vi) the triggering of any of the clawback events.

13. Clawback Mechanism

In the absolute opinion of the Board or the authorized person(s), under the circumstances where certain events has occurred or where the grantee has engaged in conducts that may be regarded as inequitable for any grantee to retain the relevant Award Shares or any associated interests, including but not limited to:

- (i) where there has been a material misstatement or omission in the financial reports of the Group;
- (ii) where there has been a material and grave violation of any agreement executed between the Group and the relevant grantee (including but not limited to any applicable intellectual property rights agreement, labour agreements, non-compete agreements, non-disclosure agreements, or any such similar agreements);
- (iii) the relevant grantee divulging the business secrets of the Group, or procuring any illegitimate interests for him/her or any other persons using his/her position;
- (iv) engaging in any conduct with actual or potential material adverse effects on the name, reputation or interests of the Group;
- (v) violating any applicable laws and/or regulation and is thus sanctioned by any authorities (including criminal and/or administrative penalties);
- (vi) if the relevant grantee has committed any fraud or serious misconduct;
- (vii) if the relevant grantee joins any company or corporation that the Board or authorized person(s) in their full discretion and reasonable perception, to be a competitor of the Group;
- (viii) if the grantee refuses to cooperate with the Group at time of departure to engage in reasonable and necessary severance and phasing out procedures, including refusing to return core business documents, refusing to sign any severance agreements and/or non-compete agreements, refusing to abide by the vesting or cancellation arrangements of the H Share Incentive Scheme; and/or

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- (ix) any other circumstances determined by the Board or the authorized person(s) in their full discretion to result in any inequities.

Under such circumstances, unless the Board or the authorized person(s), in their absolute discretion, decides otherwise, any unvested Award Shares shall lapse automatically, and any associated interests shall be extinguished. The Company shall have the rights to (i) recourse to the relevant grantee all proceeds generated from the sale or transfer of the vested Award Shares; and (ii) request to effect the seizure and forfeiture of all vested.

The Board is of the view that by setting forth such clawback mechanism, the Company reserves the option to claw back the equity incentives granted to participants culpable of misconduct. The Board believes that such clawback mechanism are in line with the purpose of the H Share Incentive Scheme and the best interests of Shareholders as a whole.

14. Vesting of Award Shares

Subject to all applicable laws, rules or regulations, the Board and/or the authorized person(s) may determine the vesting criteria and conditions and the vesting periods for the Award Shares to be granted to each grantee pursuant to the H Share Incentive Scheme. Save for any other resolution of the Board, the vesting period in respect of any Award Shares granted shall be no less than 12 months from (and including) the grant date.

Award Shares granted to Employee Participants may be subject to a shorter vesting period as determined by: (i) the Remuneration Committee if such grantee is a Director or a senior manager (as defined under Rule 17.01A of the Listing Rules) of the Company, or (ii) the Board if such grantee of the H Share Incentive Scheme is not a Director or a senior manager (as defined under Rule 17.01A of the Listing Rules) of the Company, under any of the following circumstances:

- (a) grants of Awards to a new Eligible Participant to replace the awards or options that such Eligible Participant of the H Share Incentive Scheme forfeited when leaving his or her previous employer;
- (b) grants to an Eligible Participant whose employment is terminated due to death or disability or occurrence of any out of control events;
- (c) grants of Awards with performance-based vesting conditions as determined by the Board, in lieu of time-based vesting criteria;
- (d) grants of Awards that are made in batches during a year for administrative and compliance reasons. In such case, the vesting periods may be shorter to reflect the time from which an Award would have been granted;

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- (e) grants of Awards with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of 12 months; and
- (f) grants of Awards with a total vesting and holding period of more than 12 months.

To ensure the practicability in fully attaining the purpose of the H Share Incentive Scheme, the Board and the Remuneration Committee are of the view that: (a) there are certain instances where a strict twelve-month vesting requirement would not work or would not be fair to the holders of Awards, such as those set out in the aforesaid paragraphs; (b) there is a need for the Company to retain flexibility in certain cases to provide a competitive remuneration package to attract and retain individuals to provide services to the Group, to provide for succession planning and the effective transition of employee responsibilities and to reward exceptional performers with accelerated vesting or in exceptional circumstances where justified; and (iii) such vesting period is in line with the requirements under the Listing Rules and customary market practice.

Hence, the Board and the Remuneration Committee are of the view that the shorter vesting period prescribed here is in line with the market practice and is appropriate and aligns with the purpose of the H Share Incentive Scheme.

Unless otherwise notified in writing by the Board and/or the authorized person(s), the vesting of each grantee shall be subject to the vesting conditions as set out in the Award Letter and the provisions of the H Share Incentive Scheme.

If a selected grantee fails to meet any vesting condition applicable to the vesting of Award Shares, unless such vesting condition is waived by the Board and/or the authorized person, Awarded Shares that would otherwise be vested during the vesting period shall not be vested and cannot be vested in respect of the grantee and shall be returned to the Trustee for satisfying other Awards under the H Share Incentive Scheme. In such case, the Board and/or the authorized person shall have the authority to give notice to and instruct the Trustee to sell the aforesaid unvested Award Shares on the open market at the market price or to grant to other grantees within a reasonable period of time after the receipt of such notice, which shall be determined by the Board and/or the authorized person at their sole and absolute discretion.

The Board and/or the authorized person will, except in any unforeseen circumstances, direct and procure the Trustee to give a Vesting Notice (the “**Vesting Notice**”) to the relevant grantee within such reasonable period as the Trustee and the Board and/or the authorized person may agree from time to time before any vesting date, and the Vesting Notice shall contain a confirmation of the satisfaction of the vesting conditions by the grantee and the vesting date, a confirmation of the payment method of the Purchase Price and a confirmation of the details of the grantee’s bank account to pay the cash corresponding to the actual selling price (after deducting the Purchase Price and the Taxes borne by the Grantee, if applicable) to the grantee.

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After the relevant Award Shares are duly vested in accordance with the aforementioned procedures, subject to compliance with the relevant laws, regulations, rules and regulatory documents of the places where the Company is established and listed, as well as the Articles of Association of the Company, the Trustee shall, as requested by the Company and/or the grantee, sell all or part of the Award Shares that have been vested in the grantee through on-market trading at the prevailing market price and pay the cash corresponding to the actual selling price (after deducting the taxes borne by the grantee, if applicable) to the grantee, and/or transfer all or part of the Award Shares that have been vested in the grantee to the grantee or the entity designated by the grantee (if applicable).

15. Transferability, Cancellation and Status of Awards

During the scheme period, unless and until the Award Shares are vested and actually transferred to the grantees in accordance with the H Share Incentive Scheme Rules (if applicable), the grantees shall not deal with the Award Shares granted in any way, including but not limited to the sale, transfer, pledge, mortgage, encumber or to create any benefits for others, or to enter into any agreement to do any of the foregoing.

The Board may cancel any granted but unvested Awards with the approval of the grantee of such Awards. Awards may be granted by the Company to a participant in place of his/her cancelled Awards, provided that there are available Scheme Limit and Service Provider Sublimit as approved by the Shareholders from time to time. The Awards cancelled will be regarded as utilized for the purpose of calculating the Scheme Limit and Service Provider Sublimit.

The H Shares to be allotted and issued for the purposes of satisfying the grant of Awards shall be identical to all existing issued H Shares and shall be allotted and issued subject to all the provisions of the Articles of Association for the time being in force and will rank *pari passu* with the other fully paid H Shares in issue, save that the 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, if applicable) declared or recommended or resolved to be paid to the Shareholders on or before the date the grantee becoming registered holder of relevant H Shares.

With regards to casting votes for the matters that requires Shareholder's approval as required by the Listing Rules, the Trustee shall not exercise any voting rights attached to any unvested Shares held by the Trustee under the H Share Incentive Scheme, unless otherwise stipulated by any applicable laws and regulations that the Trustee must vote in accordance with the instructions of the beneficial owners of such Shares, and that such instructions have been actually made.

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16. Performance Targets

Vesting of the Award Shares shall be subject to the performance targets, if any, to be satisfied by the grantees as determined by the Board from time to time. The Board shall have the authority, after the grant of any Award which is performance-linked, to make fair and reasonable adjustments to the prescribed performance targets during the vesting period if there is a change in circumstances, provided that any such adjustments shall be considered fair and reasonable by the Board. The performance targets may include business, financial, operations and creation of capital value for the Group's business segments (such as increase in revenue and net profit) as well as individual performance indicators based on the roles and responsibilities of relevant participants. The Board will conduct assessment from time to time by comparing the performance with the pre-set targets to determine whether such targets and the extents to which have been met. If, after the assessment, the Board determines that any prescribed performance targets have not been met, the unvested Award Shares shall lapse automatically.

The Board believes that the above will provide the Board with more flexibility in setting the performance targets under particular circumstances of each grant and facilitate the Board to offer suitable incentives to attract and retain quality personnel that are valuable to the development of the Group. Further, the Board is of the view that the setting of performance targets can provide ample motivations and incentives for the grantees to improve their performance and contribute to the Group's overall development and business success. Taking into account the aforesaid, the Board considers that the performance targets are in line with the purpose of the H Share Incentive Scheme and in the interests of the Group and the Shareholders as a whole.

17. Reorganisation of Capital Structure

In the event of an alteration in the capital structure of the Company whilst any Award Shares remains outstanding by way of capitalisation of profits or reserves, rights issue, subdivision or consolidation of shares, or reduction of the share capital of the Company in accordance with legal requirements in Hong Kong and the PRC and requirements of the Stock Exchange (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party), such corresponding alterations (if any) shall be made to the number or nominal amount of Shares comprised in each Award Share, and Purchase Price (if applicable) to the extent outstanding, provided that:

- (i) no such adjustments shall be made in respect of an issue of securities by the Company as consideration in a transaction;

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- (ii) any such adjustments must be made so that each selected participant is given the same portion of the share capital of the Company, rounded to the nearest whole share, as that to which he was previously entitled;
- (iii) no such adjustments shall be made which would result in the Purchase Price (if applicable) for a Share being less than its nominal value; and
- (iv) any adjustments to be made will comply with the Listing Rules and any guidance or interpretation of the Listing Rules issued by the Stock Exchange from time to time, including but not limited to the adjustment mechanism under Appendix I of FAQ13.

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

Capitalization issue or bonus issue with price-dilutive elements

$$Q = Q_0 \times (1 + n)$$

Where: “ Q_0 ” represents the number of Award before the adjustment; “ n ” represents the ratio per Share resulting from the capitalization issue or bonus issue; “ Q ” represents the number of Award after the adjustment.

Rights issue or open offer with price-dilutive elements

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

Where: “ Q_0 ” represents the number of Award 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 or open offer; “ n ” represents the ratio of the rights issue or open offer; “ Q ” represents the number of Award 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 Award before the adjustment; “ n ” represents the ratio of share consolidation or share subdivision or reduction of share capital; “ Q ” represents the number of Award after the adjustment.

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To the extent not otherwise determined by the Board, the method of adjustment of the Purchase Price for Restricted Share is set out as below:

Capitalization issue or bonus issue with price-dilutive elements

$$P=P_0 \div (1 + n)$$

Where: “ P_0 ” represents the Purchase Price for Award Share before the adjustment; “ n ” represents the ratio per Share resulting from the capitalization issue or bonus issue; “ P ” represents the Purchase Price for Award Share after the adjustment.

Rights issue or open offer with price-dilutive elements

$$P=P_0 \times (P_1 + P_2 \times n) \div (P_1 \times (1 + n))$$

Where: “ P_0 ” represents the Purchase Price for Award Share 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 or open offer; “ n ” represents the ratio of the rights issue or open offer; “ P ” represents the Purchase Price for Award Share after the adjustment.

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

$$P=P_0 \div n$$

Where: “ P_0 ” represents the Purchase Price for Award Share before the adjustment; “ n ” represents the ratio of share consolidation or share subdivision or reduction of share capital; “ P ” represents the Purchase Price for Award Share after the adjustment.

The auditors or an independent financial adviser engaged by the Company for such purpose shall, at the request of the Company, certify in writing to the Board, either generally or as regards any particular grantee, to be in their opinion fair and reasonable, provided always that any such adjustments should give each grantee the same proportion of the equity capital, rounded to the nearest whole Share, of the Company as that to which that grantee was previously entitled prior to such adjustments, and no adjustments shall be made which will enable a Share to be issued at less than its nominal value.

If the Company conducts a Share consolidation or subdivision after the Scheme Limit or Service Provider Sublimit has been approved by Shareholders in general meeting, the maximum number of Shares that may be issued in respect of all Awards to be granted under the H Share Incentive Scheme and all share options and awards to be granted under any other share schemes, as a percentage of the issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole share.

LETTER FROM THE BOARD

18. Conditions precedent of the H Share Incentive Scheme

The adoption of the H Share Incentive Scheme are conditional upon:

- (i) the passing of special resolution(s) by the Shareholders at a general meeting of the Company to (i) approve and adopt the H Share Incentive Scheme; (ii) authorise the Board to grant Awards under the H Share Incentive Scheme; and (iii) authorise the Board to allot and issue Shares in respect of any Awards to be granted pursuant to the H Share Incentive Scheme; and
- (ii) the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, any Share on the Stock Exchange which may be issued in respect of all Awards to be granted in accordance with the terms and conditions of the H Share Incentive Scheme.

Application will be made to the Listing Committee of the Stock Exchange for the approval of the listing of, and permission to deal in, the Shares which may fall to be issued in respect of all Awards to be granted under the H Share Incentive Scheme.

19. Duration and Termination

Subject to any early termination as may be determined by the Board according to the H Share Incentive Scheme Rules, the H Share Incentive Scheme shall be valid and effective for the scheme period (being a term of ten (10) years commencing on the Adoption Date), after which no additional Award Shares shall be granted. If there are any Award Shares that are granted but unvested by the end of the H Share Incentive Scheme term, the H Share Incentive Scheme will be extended until such Award Shares have vested.

20. Alteration and Amendment

Subject to the Listing Rules, the Board may amend any of the provisions of the H Share Incentive Scheme from time to time. Any alterations to the terms and conditions of the H Share Incentive Scheme which are of a material nature or any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of participants must be approved by Shareholders in general meeting.

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Any change to the authority of Directors or scheme administrator to alter the terms of the H Share Incentive Scheme must be approved by Shareholders in general meeting. The altered or amended terms of the H Share Incentive Scheme and the Awards thereunder must comply with Chapter 17 of the Listing Rules.

Any such alteration or supplementation shall be notified in writing to the Trustee and the grantees. When the Board alters the H Share Incentive Scheme Rules, the independent non-executive Directors shall supervise whether such alteration is conducive to the sustainable development of the Company, and whether such alteration damages the interests of the Company and its Shareholders as a whole.

Any change to the terms of Awards granted must be approved by the Board or its delegates, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Awards was approved by the Board or its delegates, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be).

Any dispute arising from the H Share Incentive Scheme shall be determined by the Board, and the decision of the Board shall be final and binding.

21. Trustee

The Company will appoint the Trustee(s) and establish the Trust pursuant to the Trust Deed to facilitate the administration of the H Share Incentive Scheme. The Trustee will be a third party independent of the Company and its connected persons, and no Director is, nor shall ever be, a Trustee of the H Share Incentive Scheme or possesses any direct or indirect interest in the Trustee of the H Share Incentive Scheme. The Trustee of the H Share Incentive Scheme shall abstain from voting or exercising any voting rights in respect of any unvested Shares which are held, whether directly or indirectly, under the trust or as nominee on matters that require approval of the Shareholders under the Listing Rules, unless otherwise required by applicable laws to vote in accordance with the beneficial owner's direction and such a direction is given.

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III. PROPOSED AUTHORISATION TO THE BOARD OF DIRECTORS AND/OR AUTHORIZED PERSON(S) TO HANDLE MATTERS RELATED TO THE SHARE SCHEMES

In order to ensure the successful implementation of the H Share Option Scheme and the H Share Incentive Scheme, the Board proposed that subject to the Shareholders' approval at the EGM of (i) the H Share Option Scheme, (ii) the H Share Incentive Scheme, (iii) the relevant resolutions related to the adoption and administration of such share schemes of the Company, the Shareholders also grant an authorisation to the Board and/or the authorized person(s) to deal with matters in relation to the H Share Option Scheme and the H Share Incentive Scheme (including but not limited to):

- (i) to grant Options and Award Shares pursuant to the H Share Option Scheme and the H Share Incentive Scheme, respectively, and from time to time, allot, issue the relevant H Shares pursuant to the H Share Option Scheme and the H Share Incentive Scheme, however subject to the Scheme Limit and the requirements of the Listing Rules at all times;
- (ii) in their full discretion, pursuant to the H Share Option Scheme and under the Listing Rules, to handle and decide the relevant matters regarding (including but not limited to) relevant Trust arrangements, ascertaining of the grantees, vesting of the Award Shares, restrictions on transfers, cancellations, sources of funds, evaluations, and resolution of disputes; and in their full discretion, pursuant to the H Share Incentive Scheme and under the Listing Rules, to handle and decide the relevant matters regarding (including but not limited to) the vesting of Options, ascertaining of the grantees, exercise price, lapse, evaluation, and resolution of disputes;
- (iii) to apply to the Listing Committee of the Stock Exchange and any other securities exchange authorities at the relevant time where the Shares may be listed to seek the approval for the listing and dealing of any Shares allotted and issued subject to the share schemes of the Company from time to time;
- (iv) to make the relevant amendments to the Articles of Association as appropriate;
- (v) to adopt and formulate any and all necessary or appropriate actions or arrangements for all share schemes of the Company to take into effect, and to sign and execute all arrangements, deeds and documents necessary for the share schemes of the Company;
- (vi) to apply for the necessary approvals, registrations, filings, qualifications, consents, and other procedures with the relevant governments and institutions (if any), and to sign, execute, amend, and complete the documents submitted to the relevant governments, institutions, organizations, and individuals;

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- (vii) to appoint Trustees, banks, auditors, solicitors, advisers and any other professional institutions, and to determine all relevant matters related to the Trust arrangements; and
- (viii) to engage in any matters necessary for the administration and execution of the H Share Option Scheme and the H Share Incentive Scheme, however excluding the matters required by the applicable laws and regulations or the Listing Rules to be resolved by the Shareholders' meeting.

The aforementioned authorisation to the Board and/or the authorized person(s) shall be valid for the scheme period.

IV. PROPOSED GRANT OF GENERAL MANDATE TO REPURCHASE H SHARES

In order to give the Company the flexibility to repurchase H Shares if and when appropriate, a special resolution will be proposed at the EGM to approve the granting of a general mandate to the Directors, to exercise the powers of the Company to repurchase H Shares representing up to 10% of the total number of issued Shares (excluding Treasury Shares, if any) as at the date of passing of such resolution (the “**Repurchase Mandate**”).

As at the Latest Practicable Date, there were 370,366,630 Shares in issue, including 338,029,020 H Shares and 32,337,610 Unlisted Shares. On the basis that no further Shares are issued or repurchased after the Latest Practicable Date and up to the date of the EGM, the Company will be allowed to repurchase a maximum of 37,036,663 H Shares. The Directors wish to state that they have no immediate plans to repurchase any H Shares pursuant to the Repurchase Mandate.

An explanatory statement required by the Listing Rules to be sent to the Shareholders in connection with the proposed Repurchase Mandate is set out in Appendix I to this circular. This explanatory statement contains all information reasonably necessary to enable the Shareholders to make an informed decision on whether to vote for or against the relevant resolution at the EGM.

The Repurchase Mandate, if granted, shall continue to be in force during the period from the date of passing of the resolution for the approval of the Repurchase Mandate up to (i) the conclusion of the next annual general meeting of the Company; (ii) the expiration of the period within which the next annual general meeting of the Company is required to be held by the Articles of Association or any applicable laws; or (iii) the date on which the authority set out in the Repurchase Mandate is revoked or varied by a special resolution of the Shareholders in general meeting, whichever occurs first.

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V. PROPOSED ABOLISHMENT OF THE SUPERVISORY COMMITTEE AND AMENDMENTS TO THE ARTICLES OF ASSOCIATION

Reference is made to the announcement of the Company dated January 20, 2026, in relation to, among other things, the proposed abolishment of the Supervisory Committee and amendments to the Articles of Association.

On December 29, 2023, the amendments to the Company Law of the PRC (《中華人民共和國公司法》) (the “**PRC Company Law**”) was adopted, which came into effect on July 1, 2024. The amendments introduced by the new PRC Company Law include but not limited to reforming the corporate capital system and organizational structure, enhancement in protection for minority shareholders’ rights and interests, strengthening responsibilities for controlling shareholders, directors and senior management as well as permitting the replacement of supervisory committee with audit committee. In order to ensure the listed companies can effectively comply with and implement the new requirements of the PRC Company Law, the CSRC issued a number of important documents on 28 March 2025, including the revised Guidelines on the Articles of Association of Listed Companies (《上市公司章程指引》).

In light of the above, the Board proposed to make certain amendments to its existing Articles of Association of the Company, mainly including but not limited to (1) the abolishment of the Supervisory Committee and the exercise of its functions and powers by the Audit Committee as stipulated by the PRC Company Law; (2) enhancing protection for Shareholders’ rights; (3) consequential amendments to the provisions of the Articles of Association in accordance with changes in applicable laws and regulations; and (4) other internal affairs and miscellaneous changes (the “**Proposed Amendments to the Articles of Association**”).

Each Supervisor has confirmed that he/she has no disagreement with the Board and the Supervisory Committee and that there is no other matter in relation to his/her resignation that needs to be brought to the attention of the Shareholders. Each of the Supervisors will resign as a Supervisor conditional upon the approval of the proposed abolishment of the Supervisory Committee and the Proposed Amendments to the Articles of Association at the EGM and with effect from the date of EGM.

Details of the Proposed Amendments to the Articles of Association are set out in Appendix II to this circular. The Articles of Association are written in Chinese. The English version is an unofficial translation of its Chinese version and is for reference only. In case of any discrepancies, the Chinese version shall prevail. According to the Articles of Association and the relevant laws and regulations, the Proposed Amendments to the Articles of Association will take effect subject to the approval of the Shareholders at the EGM by way of special resolution. A special resolution in relation to the Proposed Amendments to the Articles of Association will be proposed at the EGM for the approval by the Shareholders. Save and except for the Proposed Amendments to the Articles of Association set out in Appendix II to this circular, the contents of other chapters and articles of the Articles of Association shall remain unchanged. The numbering of the articles in the existing Articles of Association shall be adjusted accordingly, and references to the numbering of relevant articles in the existing Articles of Association shall be changed accordingly.

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The legal advisers to the Company as to the PRC law and Hong Kong law have confirmed in writing that the Proposed Amendments to the Articles of Association conform with the requirements under the PRC laws and the Listing Rules, respectively. The Company, on the other hand, has confirmed that there is nothing unusual about the Proposed Amendments to the Articles of Association for a PRC company whose H shares are listed on the Stock Exchange.

VI. NOTICE OF EGM

The EGM will be held at 10:00 a.m. on Monday, February 9, 2026 at Room 212, Building A, 1206 Zhangjiang Road, (Shanghai) Pilot Free Trade Zone, PRC. The notice convening the EGM is set out on pages EGM-1 to EGM-3 of this circular. The above documents and the form of proxy for use at the EGM are published on the website of the Stock Exchange (www.hkexnews.hk) and the website of the Company (www.genfleet.com).

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, no Shareholder has a material interest in, and would be required to abstain from voting in respect of, the resolutions to be proposed at the EGM.

The record date for the purpose of ascertaining the eligibility of the holders of H Shares and Unlisted Shares to attend and vote at the EGM is on Monday, February 9, 2026. In order to ascertain holders of H Shares who are entitled to attend the EGM, the register of members of holders of H Shares will be closed from Wednesday, February 4, 2026 to Monday, February 9, 2026 (both days inclusive). Holders of H Shares who intend to attend the EGM are required to lodge all completed transfer documents accompanied by the relevant share certificates with the Company's H 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 on or before 4:30 p.m. on Tuesday, February 3, 2026 for registration. Holders of Unlisted Shares who intend to attend the EGM are required to lodge all completed transfer documents accompanied by the relevant share certificates at the office of the Company, at Room 211, Building A, 1206 Zhangjiang Road, (Shanghai) Pilot Free Trade Zone, PRC on or before 4:30 p.m. on Tuesday, February 3, 2026 for registration.

Shareholders who intend to appoint a proxy to attend the EGM are required to complete and return the form of proxy to (i) the Company's H Share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong (for holders of H Shares); or (ii) the office of the Company, at Room 211, Building A, 1206 Zhangjiang Road, (Shanghai) Pilot Free Trade Zone, PRC (for holders of Unlisted Shares), in accordance with the instructions printed thereon as soon as possible and in any event not less than 24 hours before the time appointed for holding the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjournment thereof should you so wish.

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VII. VOTING BY POLL

Pursuant to Rule 13.39(4) of the Hong Kong Listing Rules, the resolution set out in the notice of the EGM will be taken by poll. The poll results will be announced by the Company after the EGM in the manner prescribed under Rule 13.39(5) of the Hong Kong Listing Rules. Treasury Shares, if any, registered in the name of the Company, shall have no voting rights at the general meeting(s) of the Company. For the avoidance of doubt, Treasury Shares, if any, pending withdrawal from and/or transfer through CCASS shall not bear any voting rights at the Company's general meeting(s).

VIII. 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 misleading.

IX. DOCUMENT AVAILABLE ON DISPLAY

A copy of the H Share Option Scheme and a copy of the H Share Incentive Scheme will be published on the Stock Exchange's website (www.hkexnews.hk) and the Company's website (www.genfleet.com) for at least 14 days prior to the date of the EGM and will be available for inspection at the EGM.

X. RECOMMENDATIONS

The Directors consider that the proposed resolutions set out in the notice of the EGM and the other matters contained in the notice of EGM, are in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend Shareholders to vote in favour of the relevant resolutions to be proposed at the EGM.

By order of the Board
GenFleet Therapeutics (Shanghai) Inc.
Dr. Qiang LU
Chairman and Executive Director

This appendix serves as an explanatory statement, as required by the Listing Rules, to provide the requisite information to enable you to make an informed decision on whether to vote for or against the special resolution to approve the grant of the Repurchase Mandate to the Board of Directors.

1. SHARE CAPITAL

As at the Latest Practicable Date, the issued share capital of the Company comprised 370,366,630 Shares with a nominal value of RMB0.10 each, including 338,029,020 H Shares and 32,337,610 Unlisted Shares. As at the Latest Practicable Date, the Company had no Treasury Shares.

2. REASONS FOR REPURCHASES OF H SHARES

The Directors believe that it is in the best interests of the Company and the Shareholders to have a general authority from the Shareholders to enable the Company to repurchase its H Shares in the market. Such repurchases may, depending on market conditions and funding arrangements at the time, contribute to the share schemes of the Company, and simultaneously lead to an enhancement of the Company's net asset value and/or its earnings per Share and will only be made when the Directors believe that such repurchases will benefit the Company and the Shareholders as a whole. The Directors have no present intention to cause the Company to repurchase any H Shares and they would only exercise the power to repurchase in circumstances where they consider that the repurchase, in such context, would be in the best interests of the Company and the Shareholders.

3. EXERCISE OF REPURCHASE MANDATE

Upon the passing of the special resolution set out in the notice of the EGM, the Directors will be granted the Repurchase Mandate which takes effect until the Relevant Period (as defined in the notice of EGM). In addition, the Repurchase Mandate is subject to obtaining approval from the relevant regulatory authorities in China in accordance with the laws, regulations and rules of the PRC, and shall be in accordance with all requirements set out in the applicable laws and regulations thereof.

Subject to the passing of the resolution granting the Repurchase Mandate and on the basis that no further Shares are issued or repurchased before the EGM, the Company will be allowed to repurchase a maximum of 37,036,663 H Shares which represent 10% of the total number of the issued Shares (excluding Treasury Shares, if any) during the period ending on the earlier of: (i) the conclusion of the next annual general meeting of the Company; (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association or any applicable laws to be held; or (iii) the date on which the authority set out in the Repurchase Mandate is revoked or varied by a special resolution of the Shareholders in general meeting.

4. FUNDING OF REPURCHASES

In repurchasing its H Shares, the Company may only apply funds legally available for such purpose in accordance with the Articles of Association, the Listing Rules and the applicable laws and regulations, as the case may be.

In accordance with the applicable laws and regulations and subject to the approval of relevant authorities, as the case may be, the Company is entitled by its Articles of Association to repurchase H Shares. The Company shall not repurchase its H Shares on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange from time to time.

5. IMPACT OF REPURCHASE

There might be a material adverse impact on the working capital or gearing position of the Company (as compared with the position disclosed in the audited accounts contained in the prospectus of the Company and unaudited accounts in the interim report of the Company for the six months ended June 30, 2025) in the event that the Repurchase Mandate was to be carried out in full at any time during the proposed repurchase period. However, the Directors do not intend to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or the gearing levels which in the opinion of the Directors are from time to time appropriate for the Company.

6. STATUS OF REPURCHASED H SHARES

The Listing Rules provide that the listing of all the H Shares repurchased by the Company shall be held as Treasury Shares or cancelled. The Company may cancel any H Shares it repurchased and/or hold them as Treasury Shares subject to market conditions and its capital management needs at the relevant time of the repurchases as well as applicable laws and regulations. Should the H Shares repurchased by the Company be cancelled, all the relevant share certificates shall be cancelled and destroyed and the Company will ensure that the documents of title of the repurchased H Shares are cancelled and destroyed as soon as practicable following settlement of any such repurchase. Should the H Shares repurchased by the Company be held as Treasury Shares, the listing of all H Shares which are held as Treasury Shares shall be retained, and the Company will ensure that the Treasury Shares are appropriately identified, segregated and retained in accordance with applicable laws and regulations.

7. GENERAL INFORMATION

Each of the Directors or, to the best of their knowledge having made all reasonable enquiries, any of their close associates (as defined in the Listing Rules) currently does not intend to sell any H Shares to the Company following the approval by the Shareholders of granting the Repurchase Mandate.

The Directors will exercise the power of the Company to repurchase H Shares pursuant to the Repurchase Mandate in compliance with the Listing Rules and applicable laws and regulations.

The Company has not been notified by any core connected persons (as defined in the Listing Rules) of the Company that they have a present intention to sell any H Shares to the Company, or that they have undertaken not to sell any H Shares held by them to the Company in the event that the granting of the Repurchase Mandate is approved by the Shareholders.

The Company has confirmed that neither the explanatory statement nor the proposed share repurchase has any unusual features.

The Company may cancel such H Shares repurchased or hold them as Treasury Shares, subject to market conditions and the Group's capital management needs at the relevant time of the repurchases, which may change due to evolving circumstances. For any Treasury Shares (if applicable) deposited with CCASS pending resale on the Stock Exchange, the Company shall (i) procure its broker not to give any instructions to Hong Kong Securities Clearing Company Limited to vote at general meetings of the Company for the Treasury Shares deposited with CCASS; and (ii) in the case of dividends or distributions, withdraw the Treasury Shares from CCASS, and either re-register them in its own name as Treasury Shares or cancel them, in each case before the record date for the dividends or distributions, or take any other measures to ensure that it will not exercise any shareholders' rights or receive any entitlements which would otherwise be suspended under the applicable laws if those Shares were registered in its own name as Treasury Shares.

8. TAKEOVERS CODE IMPLICATIONS

If, as a result of any repurchase of H Shares pursuant to the Repurchase Mandate, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase in proportionate interest will be treated as an acquisition for the purposes of the Takeovers Code. Accordingly, a Shareholder, or a group of Shareholders acting in concert (within the meaning of the Takeovers Code), depending on the level of increase in the Shareholders' interest, could obtain or consolidate his/her/its/their control of the Company and thereby becoming obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code.

As at the Latest Practicable Date, the Company has no controlling Shareholders (as defined in the Listing Rules). The Board is not aware that any repurchases to be made under the Repurchase Mandate to repurchase H Shares will incur any consequences which will arise under the Takeovers Code and/or the applicable laws and regulations. Moreover, the Board will not make repurchases of H Shares on the Stock Exchange under the Repurchase Mandate if the repurchase will result in the total number of H Shares held by the public shareholders on the Stock Exchange falling below the prescribed minimum percentage required by the Stock Exchange.

9. REPURCHASES OF SHARES MADE BY THE COMPANY

Since the Listing Date up to the Latest Practicable Date, the Company had not repurchased any of its Shares.

10. SHARE PRICES

As the Company was only listed on the Listing Date, being September 19, 2025, the Company does not have recorded prices at which the H Shares were traded on the Stock Exchange for each of the previous 12 months. In lieu of such, the highest and lowest prices at which the H Shares were traded on the Stock Exchange during each of the previous five months preceding up to and including the Latest Practicable Date were as follows:

	Highest <i>HK\$</i>	Lowest <i>HK\$</i>
2025		
September (since the Listing Date).....	50.20	37.52
October.....	42.30	24.32
November.....	34.28	25.04
December.....	29.80	22.76
2026		
January (up to the Latest Practicable Date).....	34.00	19.60

Before Amendments	After Amendments
<p>Article 1 In order to protect the legitimate rights and interests of GenFleet Therapeutics (Shanghai) Inc. (hereinafter referred to as the “Company”), its shareholders and creditors and to regulate the organization and acts of the Company, the Articles of Association are formulated in accordance with the Company Law of the People’s Republic of China (hereinafter referred to as the “Company Law”), the Securities Law of the People’s Republic of China (hereinafter referred to as the “Securities Law”), the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (hereinafter referred to as the “Trial Administrative Measures”), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (hereinafter referred to as the “Hong Kong Listing Rules”), and other relevant provisions of relevant laws, regulations and normative documents by reference to the Guidelines for the Articles of Association of Listed Companies.</p>	<p>Article 1 In order to protect the legitimate rights and interests of GenFleet Therapeutics (Shanghai) Inc. (hereinafter referred to as the “Company”), its shareholders, <u>employees</u> and creditors and to regulate the organization and acts of the Company, the Articles of Association are formulated in accordance with the Company Law of the People’s Republic of China (hereinafter referred to as the “Company Law”), the Securities Law of the People’s Republic of China (hereinafter referred to as the “Securities Law”), the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (hereinafter referred to as the “Trial Administrative Measures”), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (hereinafter referred to as the “Hong Kong Listing Rules”), and other relevant provisions of relevant laws, regulations and normative documents by reference to the Guidelines for the Articles of Association of Listed Companies <u>(2025)</u>.</p>
<p>Article 8 The legal representative of the Company is the chairman of the board of directors (the “Board”).</p>	<p>Article 8 The legal representative of the Company <u>(the director who represents the Company in executing affairs)</u> is the chairman of the board of directors (the “Board”).</p> <p><u>Where the chairman of the Board who serves as the legal representative tenders a resignation, he shall be deemed to have resigned as the legal representative at the same time.</u></p> <p><u>Where the legal representative resigns, the Company shall determine a new legal representative within 30 days of his/her resignation.</u></p>

Before Amendments	After Amendments
	<p>The legal consequences of civil activities conducted by the legal representative in the name of the Company shall be borne by the Company. Restrictions on the powers of the legal representative under the Articles of Association or by the general meeting shall not be asserted against a bona fide counterparty. If the legal representative causes damage to others while performing his/her official duties, the Company shall bear civil liability. After assuming civil liability, the Company may recover compensation from the legal representative who is at fault in accordance with the law or the Articles of Association.</p>
<p>Article 9 All assets of the Company shall be divided into shares of equal value. The shareholders shall be liable to the Company to the extent of the shares they subscribed for. The Company shall be liable for its debts to the extent of all of its assets.</p>	<p>Article 9 All assets of the Company shall be divided into shares of equal value. The shareholders shall be liable to the Company to the extent of the shares they subscribed for. The Company shall be liable for its debts to the extent of all of its assets.</p>
<p>Article 10 From the effective date of the Articles of Association, the Articles of Association shall be a legally binding document which regulates the Company's organization and acts, governs the rights and obligations between the Company and the shareholders, and amongst the shareholders themselves, and shall be a legally binding document governing on the Company, its shareholders, directors, supervisors, and senior management officers. Pursuant to the Articles of Association, a shareholder may take legal actions against the other shareholders; a shareholder may take legal actions against the Company's directors, supervisors and senior management officers; a shareholder may take legal actions against the Company; and the Company may take legal actions against its shareholders, directors, supervisors and senior management officers.</p>	<p>Article 10 From the effective date of the Articles of Association, the Articles of Association shall be a legally binding document which regulates the Company's organization and acts, governs the rights and obligations between the Company and the shareholders, and amongst the shareholders themselves, and shall be a legally binding document governing on the Company, its shareholders, directors, supervisors, and senior management officers. Pursuant to the Articles of Association, a shareholder may take legal actions against the other shareholders; a shareholder may take legal actions against the Company's directors, supervisors and senior management officers; a shareholder may take legal actions against the Company; and the Company may take legal actions against its shareholders, directors, supervisors and senior management officers.</p>

Before Amendments	After Amendments
<p>Article 14 The shares of the Company shall take the form of share certificates, the shares of the Company shall be in registered form.</p>	<p>Article 14 The shares of the Company shall take the form of share certificates, the shares of the Company shall be in registered form.</p>
<p>Article 15 The shares of the Company shall be issued in accordance with the principles of openness, fairness and impartiality. Each share of the same class shall carry the same rights.</p> <p>Shares of the same class and in the same issuance shall be issued on the same conditions and at the same price. Any entity or individual shall pay the same price for each of the shares it or he/she subscribes for.</p>	<p>Article 15 The shares of the Company shall be issued in accordance with the principles of openness, fairness and impartiality. Each share of the same class shall carry the same rights.</p> <p>Shares of the same class and in the same issuance shall be issued on the same conditions and at the same price. Any entity or individual<u>A subscriber</u> shall pay the same price for each of the shares it or he/she subscribes for.</p>
<p>Article 16 The share certificates issued by the Company shall have a par value denominated in RMB, which shall be RMB0.1 for each share.</p>	<p>Article 16 The par value shares<u>share certificates</u> issued by the Company shall have a par value denominated in RMB, which shall be RMB0.1 for each share.</p>
<p>Article 19 The names of the promoters of the Company, the number of shares of the Company held by them, their shareholding percentage, the method and date of capital contribution are as follows:.....</p>	<p>Article 19 The names of the promoters of the Company, the number of shares of the Company held by them, their shareholding percentage, the method and date of capital contribution <u>upon its establishment by way of overall conversion</u> are as follows:.....</p>
<p>Article 20 The Company or its subsidiaries (including the Company's affiliated enterprises) shall not provide any assistance in the form of gifts, advances, guarantees, compensation or loans and other forms to purchasers or prospective purchasers of shares of the Company, except for the implementation of the Company's employee stock option plans.</p>	<p>Article 20 The Company or its subsidiaries (including the Company's affiliated enterprises) shall not provide any assistance in the form of gifts, advances, guarantees, compensation or loans and other forms to purchasers or prospective purchasers of shares of the Company, except for the implementation of the Company's employee stock option plans.</p>

Before Amendments	After Amendments
<p>For the interests of the Company, upon a resolution of the general meeting, or a resolution of the Board in accordance with the Articles of Association of the Company or the authorization of the general meeting, the Company may provide financial assistance to other persons for the acquisition of shares in the Company or its parent company, provided that the cumulative total amount of the financial assistance shall not exceed 10% of the total issued share capital. Resolutions made by the Board shall be approved by more than two-thirds of all directors.</p>	<p>For the interests of the Company, upon a resolution of the general meeting, or a resolution of the Board in accordance with the Articles of Association of the Company or the authorization of the general meeting, the Company may provide financial assistance to other persons for the acquisition of shares in the Company or its parent company, provided that the cumulative total amount of the financial assistance shall not exceed 10% of the total issued share capital. Resolutions made by the Board shall be approved by more than two-thirds of all directors.</p>
<p>In the event of any violation against the provisions of the preceding two paragraphs that causes losses to the Company, the responsible directors, supervisors and senior management officers shall be liable for the compensation.</p>	<p>In the event of any violation against the provisions of the preceding two paragraphs that causes losses to the Company, the responsible directors, supervisors and senior management officers shall be liable for the compensation.</p>
<p>Article 21 The Company may, based on its operational and developmental needs, increase its capital in accordance with applicable laws, administrative regulations, departmental rules, normative documents, the securities regulatory rules of the place where the Company's shares are listed and the requirements of relevant regulatory authorities, and subject to a resolution of the general meeting, by any of the following methods:</p> <ul style="list-style-type: none"> (I) a public offering of shares; (II) a non-public offering of shares; (III) distribution of bonus shares to the existing shareholders; 	<p>Article 21 The Company may, based on its operational and developmental needs, increase its capital in accordance with applicable laws, administrative regulations, departmental rules, normative documents, the securities regulatory rules of the place where the Company's shares are listed and the requirements of relevant regulatory authorities, and subject to a resolution of the general meeting, by any of the following methods:</p> <ul style="list-style-type: none"> (I) a public offering of shares to unspecified parties; (II) a non-public offering of shares to specified parties; (III) distribution of bonus shares to the existing shareholders;

Before Amendments	After Amendments
<p>(IV) conversion of common reserve funds to share capital;</p> <p>(V) other methods permitted by the laws, administrative regulations as well as the CSRC and the securities regulatory authorities of the place where the Company's shares are listed.</p>	<p>(IV) conversion of common reserve funds to share capital;</p> <p>(V) other methods permitted by the laws, administrative regulations, as well as provisions of the CSRC and the securities regulatory authorities of the place where the Company's shares are listed.</p>
<p>Article 26 The shares of the Company may be transferred in accordance with the laws.</p> <p>All transfers of H Shares shall be effected by instruments of transfer in writing in a general or ordinary form or in any other forms acceptable to the Board (including the standard transfer format or form of transfer that the Hong Kong Stock Exchange may provide from time to time). Where the transferor or transferee of the Company's shares is a recognized clearing house as defined by relevant regulations of Hong Kong laws from time to time (the "Recognized Clearing House"), or any of its agents, the instruments of transfer may be signed manually or in a machine-printed form. All instruments of transfer shall be maintained at the statutory address of the Company or such places as the Board may designate from time to time.</p>	<p>Article 26 The shares of the Company may <ins>shall</ins> be transferred in accordance with the laws.</p> <p>All transfers of H Shares shall be effected by instruments of transfer in writing in a general or ordinary form or in any other forms acceptable to the Board (including the standard transfer format or form of transfer that the Hong Kong Stock Exchange may provide from time to time). Where the transferor or transferee of the Company's shares is a recognized clearing house as defined by relevant regulations of Hong Kong laws from time to time (the "Recognized Clearing House"), or any of its agents, the instruments of transfer may be signed manually or in a machine-printed form. All instruments of transfer shall be maintained at the statutory address of the Company or such places as the Board may designate from time to time.</p>
<p>Article 28 Shares issued prior to the Company's public offering of shares shall not be transferred for a period of 1 year from the date of listing and trading of the Company's shares on the stock exchange.</p>	<p>Article 28 Shares issued prior to the Company's public offering of shares shall not be transferred for a period of 1 year from the date of listing and trading of the Company's shares on the stock exchange.</p>

Before Amendments	After Amendments
<p>The directors, supervisors and senior management officers of the Company shall declare to the Company the numbers of the shares of the Company held by them and the changes thereof and shall not transfer in a given year during their terms of office determined at the time of their assumption of office more than 25% of the total number of shares of the Company held by them. The shares of the Company held by the said person shall not be transferred within 1 year from the date of listing and trading of the Company's shares. Any of the aforesaid persons shall not transfer the shares of the Company held by him/her within 6 months from his/her termination of the office.</p> <p>If the relevant provisions of the securities regulatory rules of the place where the Company's shares are listed have any other provisions in respect of restrictions on the transfer of overseas-listed shares, such provisions shall prevail.</p>	<p>The directors, supervisors and senior management officers of the Company shall declare to the Company the numbers of the shares of the Company held by them and the changes thereof and shall not transfer in a given year during their terms of office determined at the time of their assumption of office more than 25% of the total number of shares of the Company held by them. The shares of the Company held by the said person shall not be transferred within 1 year from the date of listing and trading of the Company's shares. Any of the aforesaid persons shall not transfer the shares of the Company held by him/her within 6 months from his/her termination of the office.</p> <p>If the relevant provisions of the securities regulatory rules of the place where the Company's shares are listed have any other provisions in respect of restrictions on the transfer of overseas-listed shares, such provisions shall prevail.</p>
<p>Article 32 The shareholders of the Company shall be entitled to the following rights:</p> <p>(I) to receive distribution of dividends and other forms of benefits in proportion according to the number of shares held;</p> <p>(II) to legally require, convene, preside over, participate in or appoint a shareholder proxy to participate in the general meeting and exercise corresponding right to speak and voting right (except for situations where voting rights are required to be waived on relevant matters in accordance with the securities regulatory rules of the place where the Company's shares are listed);</p>	<p>Article 32 The shareholders of the Company shall be entitled to the following rights:</p> <p>(I) to receive distribution of dividends and other forms of benefits in proportion according to the number of shares held;</p> <p>(II) to legally require <u>holding</u>, convene, preside over, participate in or appoint a shareholder proxy to participate in the general meeting and exercise corresponding right to speak and voting right (except for situations where voting rights are required to be waived on relevant matters in accordance with the securities regulatory rules of the place where the Company's shares are listed);</p>

Before Amendments	After Amendments
(III) to supervise the business operations of the Company, put forward proposals or raise enquiries;	(III) to supervise the business operations of the Company, put forward proposals or raise enquiries;
(IV) to transfer, give as a gift or pledge the shares held in accordance with the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed, other relevant regulations and the Articles of Association;	(IV) to transfer, give as a gift or pledge the shares held in accordance with the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed, other relevant regulations and the Articles of Association;
(V) to inspect the Articles of Association, register of shareholders, corporate bond stubs, minutes of general meetings, resolutions of the Board meetings, resolutions of meetings of the supervisory committee and financial accounting reports;	(V) to inspect <u>and copy</u> the Articles of Association, register of shareholders, corporate bond stubs , minutes of general meetings, resolutions of the Board meetings, resolutions of meetings of the supervisory committee and financial accounting reports <u>of the Company</u> , and <u>to review the Company's accounting books and accounting documents (for shareholders who meet the requirements)</u> ;
(VI) in the event of the termination or liquidation of the Company, to participate in the distribution of the remaining assets of the Company in proportion to the number of shares held;	(VI) in the event of the termination or liquidation of the Company, to participate in the distribution of the remaining assets of the Company in proportion to the number of shares held;
(VII) with respect to shareholders who voted against any resolution adopted at any general meetings on the merger or division of the Company, to request the Company to buy back the shares held by them;	(VII) with respect to shareholders who voted against any resolution adopted at any general meetings on the merger or division of the Company, to request the Company to buy back the shares held by them;
(VIII) other rights as stipulated by the laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules) or the Articles of Association.	(VIII) other rights as stipulated by the laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules) or the Articles of Association.

Before Amendments	After Amendments
<p>Article 33 Where shareholders request for inspection of the relevant information or demand for materials as mentioned in the previous Article, they shall provide the Company with written documents evidencing the class and number of shares of the Company held by them. Upon verification of the shareholder's identity, the Company shall provide information requested by such shareholder.</p>	<p>Article 33 Where shareholders request for inspection <u>or copying</u> of the relevant information <u>of the Company</u> or demand for materials as mentioned in the previous Article, they shall <u>comply with the provisions of laws and administrative regulations such as the Company Law and the Securities Law</u>, provide the Company with written documents evidencing the class and number of shares of the Company held by them. Upon verification of the shareholder's identity, the Company shall provide information requested by such shareholder.</p>
<p>Article 34 Where the content of a resolution of the general meeting or the meeting of the Board of the Company violates laws or administrative regulations, the shareholders shall be entitled to request the People's Court to hold it invalid.</p> <p>If the convening procedure or voting method of a general meeting or board meeting violates laws, administrative regulations or the Articles of Association, or if the content of a resolution violates the Articles of Association, the shareholders shall be entitled to request the People's Court to revoke the resolution within 60 days from the date it was made, except for those with only minor defects in the convening procedure or voting method of a general meeting or board meeting and without material impact on resolutions.</p>	<p>Article 34 Where the content of a resolution of the general meeting or the meeting of the Board of the Company violates laws or administrative regulations, the shareholders shall be entitled to request the People's Court to hold it invalid.</p> <p>If the convening procedure or voting method of a general meeting or board meeting violates laws, administrative regulations or the Articles of Association, or if the content of a resolution violates the Articles of Association, the shareholders shall be entitled to request the People's Court to revoke the resolution within 60 days from the date it was made, except for those with only minor defects in the convening procedure or voting method of a general meeting or board meeting and without material impact on resolutions.</p>

Before Amendments	After Amendments
<p>Shareholders who have not been notified to attend the general meeting may apply to the People's Court for revocation within sixty days from the date they knew or should have known of the passing of the resolution at the general meeting. If the right to revoke is not exercised within one year from the date the resolution is made, the right to revoke shall be extinguished.</p>	<p>Shareholders who have not been notified to attend the general meeting may apply to the People's Court for revocation within sixty days from the date they knew or should have known of the passing of the resolution at the general meeting. If the right to revoke is not exercised within one year from the date the resolution is made, the right to revoke shall be extinguished.</p> <p><u>Where the Board, shareholders and other relevant parties dispute the validity of the resolution of the general meeting, they shall promptly file a lawsuit with the People's Court. Before the People's Court makes a revocation of the resolution or other judgment or ruling, the relevant parties shall implement the resolution of the general meeting. The Company, the directors and senior management officers shall effectively perform their duties to ensure the normal operation of the Company.</u></p> <p><u>Where the People's Court renders a judgment or ruling on relevant matters, the Company shall fulfill the obligation of information disclosure in accordance with provisions of the laws, regulations, the CSRC, the stock exchanges and the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules), fully explain the impact, and actively cooperate with the execution after the judgment or ruling takes effect. Where rectification of previous executed matters is involved, such rectification shall be promptly processed, and the obligation of information disclosure shall be fulfilled accordingly.</u></p>

Before Amendments	After Amendments
	<p><u>Under any of the following circumstances, a resolution of the general meeting or the Board of the Company shall not be formed:</u></p> <p>(I) <u>a resolution is adopted without holding a general meeting or a Board meeting;</u></p> <p>(II) <u>the matters to be resolved are not voted on at a general meeting or a Board meeting;</u></p> <p>(III) <u>the number of persons present at a meeting or the number of voting rights held by them is less than the number of persons or the number of voting rights held as prescribed in the Company Law or the Articles of Association;</u></p> <p>(IV) <u>the number of persons voting for the matters to be resolved or the number of voting rights held by them is less than the number of persons or the number of voting rights held as prescribed in the Company Law or the Articles of Association.</u></p>

Before Amendments	After Amendments
<p>Article 35 In the event of any loss caused to the Company as a result of violation of any laws, administrative regulations or the Articles of Association by the directors or senior management officers when performing their duties in the Company, the shareholders separately or jointly holding 1% or more shares of the Company for over 180 consecutive days may submit a written request to the supervisory committee to file an action with the People's Court. Where supervisors violate any laws, administrative regulations or the Articles of Association in their performance of duties and cause losses to the Company, the aforesaid shareholders may submit a written request to the Board to file an action with the People's Court.</p>	<p>Article 35 In the event of any loss caused to the Company as a result of violation of any laws, administrative regulations or the Articles of Association by the directors or senior management officers <u>(other than members of the Audit Committee)</u> when performing their duties in the Company, the shareholders separately or jointly holding 1% or more shares of the Company for over 180 consecutive days may submit a written request to the <u>Audit Committee</u>supervisory committee to file an action with the People's Court. Where <u>members of the Audit Committee</u>supervisors violate any laws, administrative regulations or the Articles of Association in their performance of duties and cause losses to the Company, the aforesaid shareholders may submit a written request to the Board to file an action with the People's Court.</p>
<p>In the event that the supervisory committee or the Board refuses to file an action upon receipt of the shareholders' written request specified in the preceding paragraph, or fails to file an action within 30 days upon receipt thereof, or in the event that the failure to immediately file an action in an emergency case will cause irreparable damage to the interests of the Company, the shareholders specified in the preceding paragraph may, in their own name, directly file an action with the People's Court for the interests of the Company.</p>	<p>In the event that the <u>Audit Committee</u>supervisory committee or the Board refuses to file an action upon receipt of the shareholders' written request specified in the preceding paragraph, or fails to file an action within 30 days upon receipt thereof, or in the event that the failure to immediately file an action in an emergency case will cause irreparable damage to the interests of the Company, the shareholders specified in the preceding paragraph may, in their own name, directly file an action with the People's Court for the interests of the Company.</p>
<p>In the event that any person infringes upon the legitimate rights and interests of the Company and causes losses thereto, the shareholders specified in paragraph 1 of this Article may file an action with the People's Court pursuant to the provisions of the preceding two paragraphs.</p>	<p>In the event that any person infringes upon the legitimate rights and interests of the Company and causes losses thereto, the shareholders specified in paragraph 1 of this Article may file an action with the People's Court pursuant to the provisions of the preceding two paragraphs.</p>

Before Amendments	After Amendments
<p>Where the directors, supervisors or senior management officers of a wholly-owned subsidiary of the Company violate any laws, administrative regulations or the Articles of Association in their performance of duties and cause losses to the wholly-owned subsidiary or any person infringes upon the legitimate rights and interests of the wholly-owned subsidiary and causes losses thereto, the shareholders specified in paragraph 1 of this Article may request the supervisory committee or the board of the wholly-owned subsidiary in writing to file an action with the People's Court or, in their own name, directly file an action with the People's Court pursuant to the provisions of the preceding three paragraphs.</p>	<p>Where the directors, supervisors or senior management officers of a wholly-owned subsidiary of the Company violate any laws, administrative regulations or the Articles of Association in their performance of duties and cause losses to the <u>wholly-owned subsidiary</u><u>Company</u> or any person infringes upon the legitimate rights and interests of the wholly-owned subsidiary and causes losses thereto, the shareholders specified in paragraph 1 of this Article may request the supervisory committee or the board of the wholly-owned subsidiary in writing to file an action with the People's Court or, in their own name, directly file an action with the People's Court pursuant to the provisions of the preceding three paragraphs.</p>
<p>Article 37 The shareholders of the Company shall have the following obligations:</p> <p>(I) to comply with the laws, administrative regulations, and the Articles of Association;</p> <p>(II) to pay subscription monies according to the number of shares subscribed and the method of subscription;</p> <p>(III) not to withdraw shares unless required by the laws and regulations;</p> <p>(IV) not to abuse their shareholders' rights to harm the interests of the Company or other shareholders; and not to abuse the independent legal person status of the Company and the limited liability of shareholders to harm the interests of any creditor of the Company;</p>	<p>Article 37 The shareholders of the Company shall have the following obligations:</p> <p>(I) to comply with the laws, administrative regulations, and the Articles of Association;</p> <p>(II) to pay subscription monies according to the number of shares subscribed and the method of subscription;</p> <p>(III) not to withdraw <u>their share capital contributions</u><u>shares</u> unless required by the laws and regulations;</p> <p>(IV) not to abuse their shareholders' rights to harm the interests of the Company or other shareholders; and not to abuse the independent legal person status of the Company and the limited liability of shareholders to harm the interests of any creditor of the Company;</p>

Before Amendments	After Amendments
(V) any other obligations imposed by the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association.	(V) any other obligations imposed by the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association.
Where shareholders of the Company abuse their shareholders' rights and thereby cause losses to the Company or other shareholders, such shareholders shall be liable for indemnity according to the law;	Where shareholders of the Company abuse their shareholders' rights and thereby cause losses to the Company or other shareholders, such shareholders shall be liable for indemnity according to the law;
Where shareholders of the Company abuse the independent legal person status of the Company and the limited liability of shareholders for the purposes of evading repayment of debts, thereby materially impairing the interests of the creditors of the Company, such shareholders shall be jointly and severally liable for the debts owed by the Company.	Where shareholders of the Company abuse the independent legal person status of the Company and the limited liability of shareholders for the purposes of evading repayment of debts, thereby materially impairing the interests of the creditors of the Company, such shareholders shall be jointly and severally liable for the debts owed by the Company.
If shareholders conduct any action stipulated in the preceding paragraph by using two or more companies controlled by him/her, each of the companies shall assume joint and several liability for any one of the company's debts.	If shareholders conduct any action stipulated in the preceding paragraph by using two or more companies controlled by him/her, each of the companies shall assume joint and several liability for any one of the company's debts.
Article 39 The controlling shareholders, de facto controllers, directors, supervisors and senior management officers of the Company shall not use their connections to harm the interests of the Company. Any person who violates this provision and causes losses to the Company shall be liable for compensation.	Article 39 The controlling shareholders, de facto controllers, directors, supervisors and senior management officers of the Company shall not use their connections to harm the interests of the Company. Any person who violates this provision and causes losses to the Company shall be liable for compensation.

Before Amendments	After Amendments
<p>The controlling shareholders and de facto controllers of the Company shall have fiduciary duties towards the Company and the public shareholders of the Company. The controlling shareholders shall exercise their rights as contributors in strict compliance with the laws. The controlling shareholders shall not infringe the legitimate rights and interests of the Company and the public shareholders of the Company through profit distribution, asset restructuring, foreign investment, capital appropriation and loan guarantee, and shall not make use of their controlling status to jeopardize the interests of the Company and the public shareholders of the Company.</p>	<p>The controlling shareholders and de facto controllers of the Company shall have fiduciary duties towards the Company and the public shareholders of the Company. The controlling shareholders shall exercise their rights as contributors in strict compliance with the laws. The controlling shareholders shall not infringe the legitimate rights and interests of the Company and the public shareholders of the Company through profit distribution, asset restructuring, foreign investment, capital appropriation and loan guarantee, and shall not make use of their controlling status to jeopardize the interests of the Company and the public shareholders of the Company.</p>
<p>Article 42 The general meeting is the organ of authority of the Company and shall exercise the following functions and powers in accordance with the laws:</p> <ul style="list-style-type: none"> (I) to elect and replace directors and supervisors and decide on matters relating to the remuneration of directors and supervisors; (II) to consider and approve reports of the Board; (III) to consider and approve reports of the supervisory committee; (IV) to consider and approve profit distribution plans and loss recovery plans of the Company; 	<p>Article 42 <u>The general meeting of the Company comprises all shareholders.</u> The general meeting is the organ of authority of the Company and shall exercise the following functions and powers in accordance with the laws:</p> <ul style="list-style-type: none"> (I) to elect and replace directors <u>and supervisors</u> and decide on matters relating to the remuneration of directors<u>—and supervisors</u>; (II) to consider and approve reports of the Board; (III) to consider and approve reports of the supervisory committee; (IV)<u>(III)</u> to consider and approve profit distribution plans and loss recovery plans of the Company; (V)<u>(IV)</u> to decide on any increase or reduction of the registered capital of the Company;

APPENDIX II**PROPOSED AMENDMENTS TO THE ARTICLES
OF ASSOCIATION**

Before Amendments	After Amendments
(V) to decide on any increase or reduction of the registered capital of the Company;	(VI) <u>(V)</u> to decide on the issuance of corporate bonds;
(VI) to decide on the issuance of corporate bonds;	(VII) <u>(VI)</u> to decide on merger, division, dissolution, liquidation and change of form of the Company;
(VII) to decide on merger, division, dissolution, liquidation and change of form of the Company;	(VIII) <u>(VII)</u> to amend the Articles of Association;
(VIII) to amend the Articles of Association;	(IX) <u>(VIII)</u> to decide on the <u>Company's</u> engagement or dismissal of the accounting firm <u>engaged in the audit work</u> of the Company and determine its remuneration;
(IX) to decide on the engagement or dismissal of the accounting firm of the Company and determine its remuneration;	(X) <u>(IX)</u> to consider and approve the guarantees under Article 43 of the Articles of Association;
(X) to consider and approve the guarantees under Article 43 of the Articles of Association;	(XI) <u>(X)</u> to consider the purchase or disposal of material assets of the Company with an amount exceeding 30% of the latest audited total assets of the Company within one year;
(XI) to consider the purchase or disposal of material assets of the Company with an amount exceeding 30% of the latest audited total assets of the Company within one year;	(XII) <u>(XI)</u> to consider the proposals by the shareholders severally or jointly holding one percent or more of the voting shares of the Company;
(XII) to consider the proposals by the shareholders severally or jointly holding one percent or more of the voting shares of the Company;	(XIII) <u>(XII)</u> to consider and approve transactions between the Company and connected persons that meet the requirements of the Hong Kong Listing Rules to be submitted to a general meeting for approval;

APPENDIX II**PROPOSED AMENDMENTS TO THE ARTICLES
OF ASSOCIATION**

Before Amendments	After Amendments
<p>(XIII) to consider and approve transactions between the Company and connected persons that meet the requirements of the Hong Kong Listing Rules to be submitted to a general meeting for approval;</p> <p>(XIV) to consider other matters which are required to be determined at the general meeting as required by the laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules) or the Articles of Association.</p>	<p><u>(XIV)</u>(XIII) to consider other matters which are required to be determined at the general meeting as required by the laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules) or the Articles of Association.</p>
<p>Article 45 The Company shall convene an extraordinary general meeting within 2 months upon the occurrence of the following events:</p> <p>(I) the number of directors is less than the number stipulated in the Company Law or less than two-thirds of the number as specified in the Articles of Association;</p> <p>(II) the unrecovered losses of the Company amount to one-third of the total amount of its paid-up share capital;</p> <p>(III) on request by the shareholder(s) individually or collectively holding 10% or more of the voting shares of the Company;</p> <p>(IV) when the Board considers it is necessary;</p>	<p>Article 45 The Company shall convene an extraordinary general meeting within 2 months upon the occurrence of the following events:</p> <p>(I) the number of directors is less than the number stipulated in the Company Law or less than two-thirds of the number as specified in the Articles of Association;</p> <p>(II) the unrecovered losses of the Company amount to one-third of the total amount of its paid-up share capital;</p> <p>(III) on request by the shareholder(s) individually or collectively holding 10% or more of the voting shares of the Company;</p> <p>(IV) when the Board considers it is necessary;</p>

APPENDIX II**PROPOSED AMENDMENTS TO THE ARTICLES
OF ASSOCIATION**

Before Amendments	After Amendments
<p>(V) when the supervisory committee proposes to convene;</p> <p>(VI) other circumstances as stipulated by the laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed or the Articles of Association.</p>	<p>(V) when the <u>Audit Committee</u>supervisory committee proposes to convene;</p> <p>(VI) other circumstances as stipulated by the laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed or the Articles of Association.</p>
<p>Article 47 General meetings shall be called by the Board in accordance with the laws.</p> <p>The independent non-executive directors shall have the right to propose to the Board to convene an extraordinary general meeting. In response to a proposal by an independent non-executive director to convene an extraordinary general meeting, the Board shall, in accordance with the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association, give a written response as to whether or not it agrees to convene an extraordinary general meeting within 10 days upon receipt of such proposal. Where the Board agrees to convene the extraordinary general meeting, a convening notice will be issued within 5 days after the resolution of the Board is made; where the Board disagrees to convene the extraordinary general meeting, reasons shall be specified.</p>	<p>Article 47 <u>The Board shall convene a general meeting on time and within the prescribed period</u>General meetings shall be called by the Board in accordance with the laws.</p> <p><u>With the approval of a majority of all independent non-executive directors, the</u>The independent non-executive directors shall have the right to propose to the Board to convene an extraordinary general meeting. In response to a proposal by an independent non-executive director to convene an extraordinary general meeting, the Board shall, in accordance with the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association, give a written response as to whether or not it agrees to convene an extraordinary general meeting within 10 days upon receipt of such proposal. Where the Board agrees to convene the extraordinary general meeting, a convening notice will be issued within 5 days after the resolution of the Board is made; where the Board disagrees to convene the extraordinary general meeting, reasons shall be specified.</p>

APPENDIX II**PROPOSED AMENDMENTS TO THE ARTICLES
OF ASSOCIATION**

Before Amendments	After Amendments
<p>Article 48 The supervisory committee shall have the right to propose to the Board to convene an extraordinary general meeting and such proposal shall be made to the Board in writing. The Board shall, in accordance with the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association, give a written response as to whether or not it agrees to convene an extraordinary general meeting within 10 days upon receipt of such proposal.</p>	<p>Article 48 The <u>supervisory committee</u><u>Audit Committee</u> shall have the right to propose to the Board to convene an extraordinary general meeting and such proposal shall be made to the Board in writing. The Board shall, in accordance with the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association, give a written response as to whether or not it agrees to convene an extraordinary general meeting within 10 days upon receipt of such proposal.</p>
<p>Where the Board agrees to convene the extraordinary general meeting, a convening notice will be issued within 5 days after the resolution of the Board is made, and the changes made to the original proposal in the notice shall be approved by the supervisory committee.</p>	<p>Where the Board agrees to convene the extraordinary general meeting, a convening notice will be issued within 5 days after the resolution of the Board is made, and the changes made to the original proposal in the notice shall be approved by the <u>supervisory committee</u><u>Audit Committee</u>.</p>
<p>Where the Board disagrees to convene the extraordinary general meeting, or fails to reply within 10 days upon the receipt of such proposal, the Board will be deemed as not being able to perform or not to perform its duty to convene a general meeting, and the supervisory committee may convene and preside over such meeting on its own.</p>	<p>Where the Board disagrees to convene the extraordinary general meeting, or fails to reply within 10 days upon the receipt of such proposal, the Board will be deemed as not being able to perform or not to perform its duty to convene a general meeting, and the <u>Audit Committee</u><u>supervisory committee</u> may convene and preside over such meeting on its own.</p>

Before Amendments	After Amendments
<p>Article 49 The shareholder(s) severally or jointly holding 10% or more of the voting shares of the Company shall have the right to propose to the Board to convene an extraordinary general meeting and such proposal shall be made to the Board in writing. The written proposal shall state the subject of the meeting and present a complete proposal. The Board shall, in accordance with the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules) and the Articles of Association, give a written response as to whether or not it agrees to convene an extraordinary general meeting within 10 days upon receipt of such proposal.</p> <p>Where the Board agrees to convene the extraordinary general meeting, a convening notice shall be issued within 5 days after the resolution of the Board is made, and the changes made to the original proposal in the notice shall be approved by the relevant shareholders. If the laws, administrative regulations, departmental rules and the securities regulatory rules of the place where the Company's shares are listed have any other provisions, such provisions shall prevail. The subject of the meeting proposed by the convening requestor shall be included in the agenda of the extraordinary general meeting.</p>	<p>Article 49 The shareholder(s) severally or jointly holding 10% or more of the voting shares of the Company shall have the right to propose to the Board to convene an extraordinary general meeting and such proposal shall be made to the Board in writing. The written proposal shall state the subject of the meeting and present a complete proposal. The Board shall, in accordance with the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules) and the Articles of Association, give a written response as to whether or not it agrees to convene an extraordinary general meeting within 10 days upon receipt of such proposal.</p> <p>Where the Board agrees to convene the extraordinary general meeting, a convening notice shall be issued within 5 days after the resolution of the Board is made, and the changes made to the original proposal in the notice shall be approved by the relevant shareholders. If the laws, administrative regulations, departmental rules and the securities regulatory rules of the place where the Company's shares are listed have any other provisions, such provisions shall prevail. The subject of the meeting proposed by the convening requestor shall be included in the agenda of the extraordinary general meeting.</p>

Before Amendments	After Amendments
<p>Where the Board disagrees to convene the extraordinary general meeting, or fails to reply within 10 days upon receipt of such proposal, the shareholder(s) individually or collectively holding 10% or more of the voting shares of the Company shall have the right to propose to the supervisory committee to convene an extraordinary general meeting and such proposal shall be made to the supervisory committee in writing.</p>	<p>Where the Board disagrees to convene the extraordinary general meeting, or fails to reply within 10 days upon receipt of such proposal, the shareholder(s) individually or collectively holding 10% or more of the voting shares of the Company shall have the right to propose to the <u>Audit Committee</u>supervisory committee to convene an extraordinary general meeting and such proposal shall be made to the <u>Audit Committee</u>supervisory committee in writing.</p>
<p>Where the supervisory committee agrees to convene the extraordinary general meeting, a convening notice shall be issued within 5 days upon receipt of the proposal, and the changes made to the original proposal in the notice shall be approved by the relevant shareholders. If the laws, administrative regulations, departmental rules and the securities regulatory rules of the place where the Company's shares are listed have any other provisions, such provisions shall prevail. The subject of the meeting proposed by the convening requestor shall be included in the agenda of the extraordinary general meeting.</p>	<p>Where the <u>Audit Committee</u>supervisory committee agrees to convene the extraordinary general meeting, a convening notice shall be issued within 5 days upon receipt of the proposal, and the changes made to the original proposal in the notice shall be approved by the relevant shareholders. If the laws, administrative regulations, departmental rules and the securities regulatory rules of the place where the Company's shares are listed have any other provisions, such provisions shall prevail. The subject of the meeting proposed by the convening requestor shall be included in the agenda of the extraordinary general meeting.</p>
<p>Where the supervisory committee fails to issue the notice of the general meeting within the prescribed period, the supervisory committee will be deemed as not being able to convene or not to preside over the general meeting, and the shareholder(s) individually or collectively holding 10% or more of the voting shares of the Company for 90 or more consecutive days may convene and preside over such meeting on their own.</p>	<p>Where the <u>Audit Committee</u>supervisory committee fails to issue the notice of the general meeting within the prescribed period, the <u>Audit Committee</u>supervisory committee will be deemed as not being able to convene or not to preside over the general meeting, and the shareholder(s) individually or collectively holding 10% or more of the voting shares of the Company for 90 or more consecutive days may convene and preside over such meeting on their own.</p>

Before Amendments	After Amendments
<p>Article 50 If the supervisory committee or the shareholder(s) decides to convene a general meeting on his/her/its own, he/she/it shall notify the Board in writing and shall give notice of such meeting to the shareholders in accordance with the applicable requirements such as the Hong Kong Listing Rules.</p> <p>Prior to the formation of the resolutions adopted at such general meeting, the shareholders convening such meeting shall hold at least 10% of the voting shares of the Company.</p>	<p>Article 50 If the <u>Audit Committee</u>^{supervisory committee} or the shareholder(s) decides to convene a general meeting on his/her/its own, he/she/it shall notify the Board in writing and shall give notice of such meeting to the shareholders in accordance with the applicable requirements such as the Hong Kong Listing Rules.</p> <p>Prior to the formation of the resolutions adopted at such general meeting, the shareholders convening such meeting shall hold at least 10% of the voting shares of the Company.</p>
<p>Article 51 With regard to the general meeting convened by the supervisory committee or shareholders on its/their own initiative, the Board will offer cooperation. The Board shall provide a register of shareholders as of the record date. The register of shareholders obtained by the convener shall not be used for other purposes except for convening the general meeting.</p>	<p>Article 51 With regard to the general meeting convened by the <u>Audit Committee</u>^{supervisory committee} or shareholders on its/their own initiative, the Board will offer cooperation. The Board shall provide a register of shareholders as of the record date. The register of shareholders obtained by the convener shall not be used for other purposes except for convening the general meeting.</p>
<p>Article 52 Expenses necessary for the general meeting convened by the supervisory committee or shareholders on its/their own initiative shall be borne by the Company.</p>	<p>Article 52 Expenses necessary for the general meeting convened by the <u>Audit Committee</u>^{supervisory committee} or shareholders on its/their own initiative shall be borne by the Company.</p>

Before Amendments	After Amendments
<p>Article 54 The Board, the supervisory committee, and shareholder(s) severally or jointly holding more than 1% of the voting shares of the Company shall have the right to make a proposal to the Company at a general meeting of the Company.</p>	<p>Article 54 The Board, the <u>Audit Committee</u>supervisory committee, and shareholder(s) severally or jointly holding more than 1% of the voting shares of the Company shall have the right to make a proposal to the Company at a general meeting of the Company.</p>
<p>The shareholder(s) severally or jointly holding more than 1% of the voting shares of the Company may make provisional proposals in writing to the convener of a general meeting 10 days prior to such meeting. The convener shall issue a supplementary notice of the general meeting and announce the contents of such provisional proposals within 2 days upon receipt thereof, unless the provisional proposal does not comply with Article 53 of the Articles of Association.</p>	<p>The shareholder(s) severally or jointly holding more than 1% of the voting shares of the Company may make provisional proposals in writing to the convener of a general meeting 10 days prior to such meeting. The convener shall issue a supplementary notice of the general meeting and announce the contents of such provisional proposals within 2 days upon receipt thereof, <u>and submit such provisional proposals to the general meeting for consideration</u>, unless the provisional proposal does not comply with Article 53 of the Articles of Association.</p>
<p>Except as provided by the preceding paragraph and laws, administrative regulations and the securities regulatory rules of the place where the Company's shares are listed, the convener of a general meeting shall neither amend the proposals specified in the notice of the general meeting nor add new proposals subsequent to the issue of the notice of the general meeting.</p>	<p>Except as provided by the preceding paragraph and laws, administrative regulations and the securities regulatory rules of the place where the Company's shares are listed, the convener of a general meeting shall neither amend the proposals specified in the notice of the general meeting nor add new proposals subsequent to the issue of the notice of the general meeting.</p>
<p>Proposals which are not specified in the notice of the general meeting or which do not comply with the Articles of Association shall not be voted on and resolved at the general meeting.</p>	<p>Proposals which are not specified in the notice of the general meeting or which do not comply with the Articles of Association shall not be voted on and resolved at the general meeting.</p>

Before Amendments	After Amendments
<p>Article 57 In the event that matters involving the election of directors and supervisors are to be discussed at the general meeting, the notice of such general meeting shall fully disclose the detailed information of the candidates for such directors and supervisors, including but not limited to the required information as stipulated by applicable laws, regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules), and the Articles of Association. Each candidate for director or supervisor shall be proposed by a single proposal.</p>	<p>Article 57 In the event that matters involving the election of directors and supervisors are to be discussed at the general meeting, the notice of such general meeting shall fully disclose the detailed information of the candidates for such directors and supervisors, including but not limited to the required information as stipulated by applicable laws, regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules), and the Articles of Association. Each candidate for director or supervisor shall be proposed by a single proposal.</p>
<p>Article 61 Any shareholder who is entitled to attend and vote at a general meeting shall be entitled to appoint one or more persons (the person(s) may not be shareholders) as his/her proxy(ies) to attend and vote at the meeting. The power of attorney issued by the shareholder to authorize another person to attend the general meeting shall contain the following information:</p> <p>(I) the name of the proxy;</p> <p>(II) whether the proxy has voting rights;</p> <p>(III) separate instructions to vote in favor of, against or abstain from voting on every matter under consideration included in the agenda of the general meeting;</p>	<p>Article 61 Any shareholder who is entitled to attend and vote at a general meeting shall be entitled to appoint one or more persons (the person(s) may not be shareholders) as his/her proxy(ies) to attend and vote at the meeting. The power of attorney issued by the shareholder to authorize another person to attend the general meeting shall contain the following information:</p> <p>(I) <u>the name or title of the principal and the class and number of the Company's shares held by the principal;</u></p> <p>(II) <u>the name or title of the proxy;</u></p> <p>(III) <u>whether the proxy has voting rights;</u></p> <p>(III) <u>separate instructions from the shareholders, including those to vote in favor of, against or abstain from voting on every matter under consideration included in the agenda of the general meeting;</u></p>

Before Amendments	After Amendments
<p>(IV) the date of issue and validity period of the power of attorney;</p> <p>(V) signature (or seal) of the principal; if the principal is a legal person shareholder or a partnership shareholder, the power of attorney shall be affixed with the seal of the legal entity or the partnership;</p> <p>(VI) it shall be stated clearly in the power of attorney whether the shareholder proxy can vote at his/her discretion when the shareholder does not give any specific instructions;</p> <p>(VII) other requirements as stipulated by the laws, regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules) and the Articles of Association.</p> <p>It shall be stated clearly in the power of attorney whether the shareholder proxy can vote at his/her discretion when the shareholder does not give any specific instructions.</p>	<p>(IV) the date of issue and validity period of the power of attorney;</p> <p>(V) signature (or seal) of the principal; if the principal is a legal person shareholder or a partnership shareholder, the power of attorney shall be affixed with the seal of the legal entity or the partnership;</p> <p>(VI) it shall be stated clearly in the power of attorney whether the shareholder proxy can vote at his/her discretion when the shareholder does not give any specific instructions;</p> <p>(VII)<u>(VI)</u> other requirements as stipulated by the laws, regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules) and the Articles of Association.</p> <p>It shall be stated clearly in the power of attorney whether the shareholder proxy can vote at his/her discretion when the shareholder does not give any specific instructions.</p>
<p>Article 62 If the general meeting requires the presence of directors, supervisors and senior management officers, the directors, supervisors and senior management officers shall be present at the meeting.</p>	<p>Article 62 If the general meeting requires the presence of directors, supervisors and senior management officers, the directors, supervisors and senior management officers shall be present at the meeting.</p>

Before Amendments	After Amendments
<p>Article 63 The general meeting shall be presided over by the chairman of the Board. If the chairman of the Board is unable or fails to perform his/her duties, a director who has been elected by more than one-half of the directors shall preside over the meeting.</p>	<p>Article 63 The general meeting shall be presided over by the chairman of the Board. If the chairman of the Board is unable or fails to perform his/her duties, a director who has been elected by more than one-half of the directors shall preside over the meeting.</p>
<p>The general meeting convened by the supervisory committee shall be presided over by the chairman of the supervisory committee. If the chairman of the supervisory committee is unable or fails to perform his/her duties, a supervisor who has been elected by more than one-half of the supervisors shall preside over the meeting.</p>	<p>The general meeting convened by the supervisory committee<ins>Audit Committee</ins> shall be presided over by the chairman of the <ins>Audit Committee</ins>supervisory committee. If the chairman convener of the <ins>Audit Committee</ins>supervisory committee is unable or fails to perform his/her duties, <ins>a member of the Audit Committee jointly elected by more than half of the members of the Audit Committee</ins> shall preside over the meeting.a supervisor who has been elected by more than one-half of the supervisors shall preside over the meeting.</p>
<p>The general meeting convened by shareholders shall be presided over by a representative elected by the convener.</p>	<p>The general meeting convened by shareholders shall be presided over by <ins>the convener or</ins> a representative elected by the convener.</p>
<p>Article 65 Directors, supervisors and senior management officers shall provide explanations and clarifications on the shareholders' inquiries and suggestions at the general meeting.</p>	<p>Article 65 Directors, supervisors and senior management officers shall provide explanations and clarifications on the shareholders' inquiries and suggestions at the general meeting.</p>
<p>Article 67 The convener shall ensure that the contents of the minutes are true, accurate and complete. The directors, supervisors, conveners or their representatives and the chairperson of the meeting attending the meeting shall sign the minutes. The minutes of the meeting shall be kept as a file together with the signature book of the shareholders attending the meeting on site, the power of attorney for proxy attendance and the valid information on voting on the Internet and by other means, for a period of not less than 10 years.</p>	<p>Article 67 The convener shall ensure that the contents of the minutes are true, accurate and complete. The directors, supervisors, conveners or their representatives and the chairperson of the meeting attending <ins>or present at</ins> the meeting shall sign the minutes. The minutes of the meeting shall be kept as a file together with the signature book of the shareholders attending the meeting on site, the power of attorney for proxy attendance and the valid information on voting on the Internet and by other means, for a period of not less than 10 years.</p>

Before Amendments	After Amendments
<p>Article 69 The following matters shall be approved by ordinary resolutions at the general meeting:</p> <p>(I) work reports of the Board and the supervisory committee;</p> <p>(II) profit distribution plans and loss recovery plans drafted by the Board;</p> <p>(III) appointment or dismissal of the members of the Board and the supervisory committee, and determination of the remuneration of the members of the Board and the supervisory committee;</p> <p>(IV) issuance of corporate bonds;</p> <p>(V) annual reports of the Company;</p> <p>(VI) engagement or dismissal of the accounting firm, and determination of the remuneration of the accounting firm;</p> <p>(VII) related party/connected transactions between the Company and related parties/connected persons that meet the requirements of the Hong Kong Listing Rules to be submitted to a general meeting for approval;</p>	<p>Article 69 The following matters shall be approved by ordinary resolutions at the general meeting:</p> <p>(I) work reports of the Board and the supervisory committee;</p> <p>(II) profit distribution plans and loss recovery plans drafted by the Board;</p> <p>(III) appointment or dismissal of the members of the Board and <u>their remunerations</u> the supervisory committee, and determination of the remuneration of the members of the Board and the supervisory committee;</p> <p>(IV) issuance of corporate bonds;</p> <p>(V) annual reports of the Company;</p> <p>(VI) engagement or dismissal of the accounting firm, and determination of the remuneration of the accounting firm;</p> <p>(VII) related party/connected transactions between the Company and related parties/connected persons that meet the requirements of the Hong Kong Listing Rules to be submitted to a general meeting for approval;</p>

Before Amendments	After Amendments
<p>(VIII) matters other than those approved by special resolutions as stipulated by the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules) or the Articles of Association.</p>	<p>(VII)<ins>(VII)</ins> matters other than those approved by special resolutions as stipulated by the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules) or the Articles of Association.</p>
<p>Article 72 The list of director or supervisor candidates shall be submitted to the general meeting for voting in the form of a proposal.</p> <p>The methods and procedures for nominating directors and supervisors of the Company are as follows:</p> <p>(I) Re-election of the Board or addition of directors to the current Board: within the number of persons specified in the Articles of Association, the nomination committee shall propose a list of director candidates in accordance with the number of persons to be elected. After the resolution is approved by the current Board, the Board shall submit the list to the general meeting for voting in the form of a proposal. Shareholders who individually or collectively hold more than 1% of the Company's shares may propose director candidates to the current Board. The Board shall conduct a qualification review, and submit the list to the general meeting for voting upon approval;</p>	<p>Article 72 The list of director or supervisor candidates shall be submitted to the general meeting for voting in the form of a proposal.</p> <p>The methods and procedures for nominating directors and supervisors of the Company are as follows:</p> <p>(I) Re-election of the Board or addition of directors to the current Board: within the number of persons specified in the Articles of Association, the nomination committee shall propose a list of director candidates in accordance with the number of persons to be elected. After the resolution is approved by the current Board, the Board shall submit the list to the general meeting for voting in the form of a proposal. Shareholders who individually or collectively hold more than 1% of the Company's shares may propose director candidates to the current Board. The Board shall conduct a qualification review, and submit the list to the general meeting for voting upon approval;</p>

Before Amendments	After Amendments
<p>(II) Re-election of the supervisory committee or the addition of non-employees' representative supervisors to the current supervisory committee: within the number of persons specified in the Articles of Association, the current chairman of the supervisory committee shall propose a list of candidates for non-employees' representative supervisors in accordance with the number of persons to be elected. After the resolution is approved by the current supervisory committee, the supervisory committee shall submit the list to the general meeting for voting in the form of a proposal. Shareholders who individually or collectively hold more than 1% of the Company's shares may propose non-employees' representative supervisor candidates to the current supervisory committee. The supervisory committee shall conduct a qualification review, and submit the list to the general meeting for voting upon approval;</p>	<p>(II) Re-election of the supervisory committee or the addition of non-employees' representative supervisors to the current supervisory committee: within the number of persons specified in the Articles of Association, the current chairman of the supervisory committee shall propose a list of candidates for non-employees' representative supervisors in accordance with the number of persons to be elected. After the resolution is approved by the current supervisory committee, the supervisory committee shall submit the list to the general meeting for voting in the form of a proposal. Shareholders who individually or collectively hold more than 1% of the Company's shares may propose non-employees' representative supervisor candidates to the current supervisory committee. The supervisory committee shall conduct a qualification review, and submit the list to the general meeting for voting upon approval;</p>
<p>(III) The methods and procedures for nominating independent non-executive directors shall be implemented in accordance with the relevant provisions of laws, administrative regulations and securities regulatory rules of the place where the Company's shares are listed;</p>	<p>(III)(II) The methods and procedures for nominating independent non-executive directors shall be implemented in accordance with the relevant provisions of laws, administrative regulations and securities regulatory rules of the place where the Company's shares are listed;</p>
<p>(IV) The employees' representative supervisors of the supervisory committee shall be elected at the employee representative assembly or otherwise democratically.</p>	<p>(IV) The employees' representative supervisors of the supervisory committee shall be elected at the employee representative assembly or otherwise democratically.</p>

Before Amendments	After Amendments
<p>Article 76 Voting at general meetings shall be conducted by a disclosed ballot.</p>	<p>Article 76 Voting at general meetings shall be conducted by a disclosed ballot.</p>
<p>When the general meeting votes on a proposal, two shareholder representatives and supervisor representatives who have no interest in the matter under consideration and other relevant persons appointed in accordance with the securities regulatory rules of the place where the Company's shares are listed, shall be jointly responsible for counting and monitoring the votes in accordance with the foregoing rules. At the same time, the Company shall appoint an auditor, the share registrar or an external accountant who is qualified to serve as an auditor as the supervisor for counting votes at general meetings, and the identity of the supervisors shall be announced in the voting results.</p>	<p>When the general meeting votes on a proposal, two shareholder representatives and supervisor representatives who have no interest in the matter under consideration and other relevant persons appointed in accordance with the securities regulatory rules of the place where the Company's shares are listed, shall be jointly responsible for counting and monitoring the votes in accordance with the foregoing rules. At the same time, the Company shall appoint an auditor, the share registrar or an external accountant who is qualified to serve as an auditor as the supervisor for counting votes at general meetings, and the identity of the supervisors shall be announced in the voting results.</p>
<p>When the general meeting votes on a proposal, the shareholder representatives, supervisory representatives and other relevant persons appointed in accordance with the Hong Kong Listing Rules shall be jointly responsible for counting and monitoring the votes in accordance with the Hong Kong Listing Rules, and the voting results shall be announced on the spot. The voting results of the resolution shall be recorded in the minutes of the meeting.</p>	<p>When the general meeting votes on a proposal, the shareholder representatives, supervisory representatives and other relevant persons appointed <u>by the shareholder representatives</u> in accordance with the Hong Kong Listing Rules shall be jointly responsible for counting and monitoring the votes in accordance with the Hong Kong Listing Rules, and the voting results shall be announced on the spot. The voting results of the resolution shall be recorded in the minutes of the meeting.</p>
<p>The resolutions of general meetings shall be announced in due course in accordance with the provisions of relevant laws and regulations, departmental rules, normative documents, the securities regulatory rules of the place where the Company's shares are listed or the Articles of Association.</p>	<p>The resolutions of general meetings shall be announced in due course in accordance with the provisions of relevant laws and regulations, departmental rules, normative documents, the securities regulatory rules of the place where the Company's shares are listed or the Articles of Association.</p>

Before Amendments	After Amendments
<p>Article 79 Directors of the Company shall be natural persons. The following person may not serve as a director of the Company:</p> <p>(I) a person without capacity or with limited capacity for civil conduct;</p> <p>(II) a person who has been sentenced to criminal punishment for corruption, bribery, infringement of property, misappropriation of property or for damaging the order of the socialist market economy, where less than five years have elapsed since the sentence was served, or who has been deprived of his/her political rights due to criminal offense, where less than 5 years have elapsed since the sentence was served, or where less than 2 years have elapsed since the date of expiration of the probationary period if such person is sentenced to probation;</p> <p>(III) a person who served as a director, or a factory director or a manager, and assumed personal liability for bankruptcy liquidation of a company or an enterprise, where less than 3 years have elapsed since the date of completion of the bankruptcy liquidation of such company or an enterprise;</p> <p>(IV) a person who served as a legal representative of a company or an enterprise which had its business license revoked and was ordered to close down due to violation of laws, and assumed personal liability for such violation, where less than 3 years have elapsed since the date of the revocation of business license of such company or enterprise;</p>	<p>Article 79 Directors of the Company shall be natural persons. The following person may not serve as a director of the Company:</p> <p>(I) a person without capacity or with limited capacity for civil conduct;</p> <p>(II) a person who has been sentenced to criminal punishment for corruption, bribery, infringement of property, misappropriation of property or for damaging the order of the socialist market economy, where less than five years have elapsed since the sentence was served, or who has been deprived of his/her political rights due to criminal offense, where less than 5 years have elapsed since the sentence was served, or where less than 2 years have elapsed since the date of expiration of the probationary period if such person is sentenced to probation;</p> <p>(III) a person who served as a director, or a factory director or a manager, and assumed personal liability for bankruptcy liquidation of a company or an enterprise, where less than 3 years have elapsed since the date of completion of the bankruptcy liquidation of such company or an enterprise;</p> <p>(IV) a person who served as a legal representative of a company or an enterprise which had its business license revoked and was ordered to close down due to violation of laws, and assumed personal liability for such violation, where less than 3 years have elapsed since the date of the revocation of business license or <u>being ordered to close down</u> of such company or enterprise;</p>

APPENDIX II**PROPOSED AMENDMENTS TO THE ARTICLES
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Before Amendments	After Amendments
<p>(V) a person who has a relatively large amount of debts which have fallen due but have not been settled and is named a dishonest person subject to enforcement by the People's Court;</p> <p>(VI) a person who is banned by the CSRC from entering into the securities market for a period which has not yet expired;</p> <p>(VII) other contents required by the laws, administrative regulations, departmental rules, and the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules).</p> <p>If the election or appointment of a director violates the provisions of this Articles, the election, appointment or engagement shall be invalid. Where a director encounters any of the circumstances described in the first paragraph of this Article during his tenure, the Company shall remove him/her from office.</p>	<p>(V) a person who has a relatively large amount of debts which have fallen due but have not been settled and is named a dishonest person subject to enforcement by the People's Court;</p> <p>(VI) a person who is banned by the CSRC from entering into the securities market for a period which has not yet expired;</p> <p>(VII) other contents required by the laws, administrative regulations, departmental rules, and the securities regulatory rules of the place where the Company's shares are listed (including but not limited to the Hong Kong Listing Rules).</p> <p>If the election or appointment of a director violates the provisions of this Articles, the election, appointment or engagement shall be invalid. Where a director encounters any of the circumstances described in the first paragraph of this Article during his tenure, the Company shall remove him/her from office.</p>
<p>Article 81 Directors shall comply with the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association, and bear the following duties of loyalty to the Company:</p>	<p>Article 81 Directors shall comply with <u>the provisions of</u> the laws, administrative regulations, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association, <u>fulfill the duties of loyalty to the Company, take measures to avoid conflicts between their own interests and the Company's interests, and shall not abuse their authority to seek improper benefits.</u>, and</p> <p><u>Directors shall bear the following duties of loyalty to the Company:</u></p>

APPENDIX II**PROPOSED AMENDMENTS TO THE ARTICLES
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Before Amendments	After Amendments
<p>(I) not to exploit their positions to accept bribes or obtain other illegal income;</p> <p>(II) not to expropriate the property of the Company, not to misappropriate the funds of the Company;</p> <p>(III) not to open any account in their own name or in any other name for the deposit of the assets or funds of the Company;</p> <p>(IV) not to take as their own any commission for any transaction with the Company;</p> <p>(V) not to disclose any secret of the Company without authorization;</p> <p>(VI) not to use their related relationships to harm the interests of the Company;</p> <p>(VII) other duties of loyalty as stipulated by the laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association.</p>	<p>(I) not to exploit their positions to accept bribes or obtain other illegal income;</p> <p>(II) not to expropriate the property of the Company, not to misappropriate the funds of the Company;</p> <p>(III) not to open any account in their own name or in any other name for the deposit of the assets or funds of the Company;</p> <p>(IV) not to take as their own any commission for any transaction with the Company;</p> <p>(V) not to disclose any secret of the Company without authorization;</p> <p>(VI) not to use their related relationships to harm the interests of the Company;</p> <p>(VII) other duties of loyalty as stipulated by the laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association.</p>
<p>Article 82 Directors shall comply with the laws, administrative regulations, departmental rules, normative documents, the Hong Kong Listing Rules and the Articles of Association, and fulfill the obligations of diligence to the Company, and exercise the reasonable care normally expected of a manager in the best interests of the Company in the performance of their duties.</p>	<p>Article 82 Directors shall comply with the laws, administrative regulations, departmental rules, normative documents, the Hong Kong Listing Rules and the Articles of Association, and fulfill the obligations of diligence to the Company, and exercise the reasonable care normally expected of a manager in the best interests of the Company in the performance of their duties.</p>

Before Amendments	After Amendments
	<p>Directors shall fulfill the following obligations of diligence to the Company:</p> <p>(I) to prudently, conscientiously and diligently exercise the rights granted by the Company, so as to ensure that the commercial acts of the Company comply with state laws, administrative regulations and the requirements of the various economic policies of the state, and that its commercial activities do not exceed the scope of business specified in the business license;</p> <p>(II) to treat all shareholders impartially;</p> <p>(III) to keep informed of the business operations and management conditions of the Company;</p> <p>(IV) to sign the written confirmation in respect of the regular reports of the Company to assure that the information disclosed by the Company is true, accurate and complete;</p> <p>(V) to honestly provide the Audit Committee with relevant information and data, and not to prevent the Audit Committee from performing its duties and powers;</p> <p>(VI) to fulfill other obligations of diligence stipulated by laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association.</p>

Before Amendments	After Amendments
<p>Article 86 A Director may resign before the expiry of his/her term of office. The resigning Director shall submit to the Board a written resignation report.</p>	<p>Article 86 A Director may resign before the expiry of his/her term of office. The resigning Director shall submit to the Board a written resignation report.</p>
<p>In the event that the resignation of any director results in the number of members of the Board of the Company to be less than the statutory minimum requirement, or the resignation of independent non-executive directors results in the proportion of independent non-executive directors in the Board or its special committees, or the lack of persons who have professional qualifications among the independent non-executive directors, which does not comply with the requirements of laws, regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed or the Articles of Association, the said director shall continue to perform the duties as director pursuant to the laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association until the elected director assumes his/her office. The Board shall convene the general meeting as soon as possible to elect a director to fill the vacancy caused by the said resignation.</p>	<p>In the event that the resignation of any director results in the number of members of the Board of the Company to be less than the statutory minimum requirement, or the resignation of independent non-executive directors results in the proportion of independent non-executive directors in the Board or its special committees, or the lack of persons who have professional qualifications among the independent non-executive directors, which does not comply with the requirements of laws, regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed or the Articles of Association, the said director shall continue to perform the duties as director pursuant to the laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed and the Articles of Association until the elected director assumes his/her office. The Board shall convene the general meeting as soon as possible to elect a director to fill the vacancy caused by the said resignation.</p>
<p>Save for the circumstances stated in the preceding paragraph, the resignation of a director shall become effective upon receipt of the resignation report by the Board.</p>	<p>Save for the circumstances stated in the preceding paragraph, the resignation of a director shall become effective upon receipt of the resignation report by the Board.</p>
	<p><u>The general meeting may resolve to remove a director, with such removal taking effect on the date the resolution is adopted. If a director is removed without proper cause before the expiration of his/her term, the director may request compensation from the Company.</u></p>

Before Amendments	After Amendments
<p>Article 89 In the event of any loss caused to the Company as a result of violation of any laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed or the Articles of Association by the directors when performing their duties in the Company, such directors shall be liable for making compensation. A director who leaves his office without authorization before the end of his/her term of office shall be liable for any loss suffered by the Company as a result of his departure.</p>	<p>Article 89 <u>If a director causes damage to others in performing duties for the Company, the Company shall be liable for compensation; and if such damage is out of the intent or gross negligence of the director, he/she shall also be liable for compensation.</u> In the event of any loss caused to the Company as a result of violation of any laws, administrative regulations, departmental rules, the securities regulatory rules of the place where the Company's shares are listed or the Articles of Association by the directors when performing their duties in the Company, such directors shall be liable for making compensation. A director who leaves his office without authorization before the end of his/her term of office shall be liable for any loss suffered by the Company as a result of his departure.</p>
	<p>Article 93 <u>The Board of the Company has established the Audit Committee to exercise the powers and functions of the supervisory committee as stipulated in the Company Law.</u></p>
<p>Article 96 Board meetings shall be classified into regular meetings and extraordinary meetings. The Board shall convene regular meetings at least 4 times a year, which shall be held approximately once each quarter and convened by the chairman of the Board. The written notice of the regular meeting shall be delivered 14 days before the date of the meeting. The chairman of the Board shall hold at least one meeting with the independent non-executive directors without the presence of other directors each year.</p>	<p>Article 976 <u>Board meetings shall be classified into regular meetings and extraordinary meetings.</u> The Board shall convene regular meetings at least 4 times a year, which shall be held approximately once each quarter and convened by the chairman of the Board. The written notice of the regular meeting shall be delivered 14 days before the date of the meeting. The chairman of the Board shall hold at least one meeting with the independent non-executive directors without the presence of other directors each year.</p>

Before Amendments	After Amendments
<p>Article 97 An extraordinary meeting of the Board shall be convened and presided over by the chairman of the Board within 10 days after the receipt of such proposal under any of the following circumstances:</p> <ul style="list-style-type: none"> (I) when it is proposed by more than 1/10 of the shareholders with voting rights; (II) when it is jointly proposed by more than 1/3 of the directors; (III) when it is proposed by the supervisory committee; (IV) when the chairman of the Board deems it necessary; (V) at the request of the relevant securities regulatory authorities; (VI) other circumstances as stipulated by the Articles of Association. 	<p>Article 987 An extraordinary meeting of the Board shall be convened and presided over by the chairman of the Board within 10 days after the receipt of such proposal under any of the following circumstances:</p> <ul style="list-style-type: none"> (I) when it is proposed by more than 1/10 of the shareholders with voting rights; (II) when it is jointly proposed by more than 1/3 of the directors; (III) when it is proposed by the <u>Audit Committee</u>supervisory committee; (IV) when the chairman of the Board deems it necessary; (V) at the request of the relevant securities regulatory authorities; (VI) other circumstances as stipulated by the Articles of Association.
<p>The Entire Content of Chapter VII – Supervisory Committee</p>	<p>Deleted</p>
<p>Article 130 In distributing the after-tax profit of the current year, the Company shall withdraw 10% of the profit as its statutory reserve funds. When the aggregate amount of the statutory reserve funds of the Company is more than 50% of its registered capital, further appropriations are not required.</p>	<p>Article 11730 In distributing the after-tax profit of the current year, the Company shall withdraw 10% of the profit as its statutory reserve funds. When the aggregate amount of the statutory reserve funds of the Company is more than 50% of its registered capital, further appropriations are not required.</p>

APPENDIX II**PROPOSED AMENDMENTS TO THE ARTICLES
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Where the statutory reserve funds of the Company are insufficient to make up for the losses of the previous year, the profits of the current year shall be used to make up for such losses before making allocation to its statutory reserve funds in accordance with the preceding paragraph.	Where the statutory reserve funds of the Company are insufficient to make up for the losses of the previous year, the profits of the current year shall be used to make up for such losses before making allocation to its statutory reserve funds in accordance with the preceding paragraph.
After withdrawing the statutory reserve funds from the after-tax profit, the Company may, subject to a resolution of the general meeting, withdraw the discretionary reserve funds from the after-tax profit.	After withdrawing the statutory reserve funds from the after-tax profit, the Company may, subject to a resolution of the general meeting, withdraw the discretionary reserve funds from the after-tax profit.
After making up for the losses and making allocations to the reserve funds, any remaining after-tax profit shall be distributed by the Company to the shareholders in proportion to their respective shareholdings.	After making up for the losses and making allocations to the reserve funds, any remaining after-tax profit shall be distributed by the Company to the shareholders in proportion to their respective shareholdings.
Where the general meeting, in violation of the provisions of the preceding paragraph, distributes the profits to the shareholders before the Company has made up the losses and made allocations to the statutory reserve funds, the shareholders must return the profits distributed in violation of the provisions to the Company. In case of losses caused to the Company, the shareholders and the responsible directors, supervisors and senior management officers shall be liable for compensation.	Where the general meeting, in violation of the provisions of the preceding paragraph, distributes the profits to the shareholders before the Company has made up the losses and made allocations to the statutory reserve funds, the shareholders must return the profits distributed in violation of the provisions to the Company. In case of losses caused to the Company, the shareholders and the responsible directors, supervisors and senior management officers shall be liable for compensation.
The shares of the Company held by it are not entitled to any profit distribution.	The shares of the Company held by it are not entitled to any profit distribution.

APPENDIX II**PROPOSED AMENDMENTS TO THE ARTICLES
OF ASSOCIATION**

Before Amendments	After Amendments
<p>Article 135 The appointment of any accounting firm of the Company shall be subject to the approval of the general meeting, prior to which the Board shall not appoint any accounting firm.</p>	<p>Article 12235 The appointment <u>and</u> dismissal of any accounting firm of the Company shall be subject to the approval of the general meeting, prior to which the Board shall not appoint any accounting firm.</p>
	<p>Article 130 <u>If the consideration paid for a merger of the Company does not exceed 10% of the net assets of the Company, the resolution of the general meeting may not be required, unless otherwise stipulated in the Articles of Association, rules governing securities transactions of the place where the shares are listed and the securities regulatory and administrative authorities at home and abroad.</u></p> <p><u>If the Company is involved in a merger in accordance with the preceding paragraph without resolution of the general meeting, it shall be subject to a Board resolution.</u></p>
	<p>Article 137 <u>If registered capital is reduced in violation of the Company Law and other relevant regulations, shareholders shall return any funds they have received, and any reduction or waiver of shareholder contributions shall be restored to its original state. If losses are caused to the Company, the shareholders, the responsible directors and senior management officers shall be liable for compensation.</u></p>

Before Amendments	After Amendments
<p>Article 150 In the circumstances set forth in (I) and (II) of Article 149 of the Articles of Association, and where no property has been distributed to shareholders, the Company may carry on its existence by amending the Articles of Association or by resolution of the general meeting.</p> <p>The amendments to the Articles of Association or by resolution of the general meeting pursuant to the preceding paragraph shall require the approval of more than two-thirds of the voting rights of shareholders attending a general meeting.</p>	<p>Article 13950 In the circumstances set forth in (I) and (II) of Article 13849 of the Articles of Association, and where no property has been distributed to shareholders, the Company may carry on its existence by amending the Articles of Association or by resolution of the general meeting.</p> <p>The amendments to the Articles of Association or by resolution of the general meeting pursuant to the preceding paragraph shall require the approval of more than two-thirds of the voting rights of shareholders attending a general meeting.</p>
<p>Article 151 Where the Company is dissolved pursuant to (I), (II), (IV) and (V) of Article 149 of the Articles of Association, a liquidation committee shall be formed within 15 days from the date of occurrence of such grounds for dissolution to start the liquidation process. The composition of the liquidation committee shall be determined by the directors or the general meeting. In case no such committee is established to timely proceed with liquidation, the creditors may make an application to the People's Court for the appointment of relevant persons to form the liquidation committee for liquidation.</p>	<p>Article 14051 Where the Company is dissolved pursuant to (I), (II), (IV) and (V) of Article 13849 of the Articles of Association, a liquidation committee shall be formed within 15 days from the date of occurrence of such grounds for dissolution to start the liquidation process. The composition of the liquidation committee shall be determined by the directors or the general meeting. In case no such committee is established to timely proceed with liquidation, the creditors may make an application to the People's Court for the appointment of relevant persons to form the liquidation committee for liquidation.</p>

Before Amendments	After Amendments
<p>Article 152 The liquidation committee shall exercise the following functions and powers during the liquidation period:</p> <ul style="list-style-type: none"> (I) to sort out the assets of the Company and prepare balance sheets and inventories of assets respectively; (II) to notify creditors by sending notice or making public announcements; (III) to handle the outstanding business of the Company in connection with liquidation; (IV) to pay outstanding taxes as well as taxes arising in the course of liquidation; (V) to settle claims and debts; (VI) to handle the remaining assets of the Company after the repayment of debts; (VII) to represent the Company in any civil proceedings. 	<p>Article 14152 The liquidation committee shall exercise the following functions and powers during the liquidation period:</p> <ul style="list-style-type: none"> (I) to sort out the assets of the Company and prepare balance sheets and inventories of assets respectively; (II) to notify creditors by sending notice or making public announcements; (III) to handle the outstanding business of the Company in connection with liquidation; (IV) to pay outstanding taxes as well as taxes arising in the course of liquidation; (V) to settle claims and debts; (VI) to handle <u>distribute</u> the remaining assets of the Company after the repayment of debts; (VII) to represent the Company in any civil proceedings.

Before Amendments	After Amendments
<p>Article 161 The definitions under the Articles of Association are as follows:</p> <p>(I) A controlling shareholder means a shareholder who holds 50% or more of the total share capital of the Company or a shareholder who holds less than 50% of the total shares but holds voting rights sufficient to have a significant influence on resolutions of the general meetings.</p> <p>(II) An actual controller means a person who, through investment relationship, agreement or other arrangements, is able to effectively direct the activities of the Company.</p> <p>(III) Connected transaction(s) means the definition stipulated under the Hong Kong Listing Rules.</p> <p>(IV) Related (Connected) relationship means the relationship between the Company's controlling shareholders, actual controllers, Directors, Supervisors, senior management officers and enterprises directly or indirectly controlled by them, as well as other relationships which may lead to the transfer of the Company's interests. However, enterprises controlled by the State shall not be regarded as having related relationships only because they are under common control by the State.</p>	<p>Article 1506† The definitions under the Articles of Association are as follows:</p> <p>(I) A controlling shareholder means a shareholder who holds 50% or more of the total share capital of the Company or a shareholder who holds less than 50% of the total shares but holds voting rights sufficient to have a significant influence on resolutions of the general meetings.</p> <p>(II) An actual controller means a person who, through investment relationship, agreement or other arrangements, is able to effectively direct the activities of the Company.</p> <p>(III) Connected transaction(s) means the definition stipulated under the Hong Kong Listing Rules.</p> <p>(IV) Related (Connected) relationship means the relationship between the Company's controlling shareholders, actual controllers, Directors, Supervisors, senior management officers and enterprises directly or indirectly controlled by them, as well as other relationships which may lead to the transfer of the Company's interests. However, enterprises controlled by the State shall not be regarded as having related relationships only because they are under common control by the State.</p>

Before Amendments	After Amendments
Article 167 The annexes hereto shall include the Rules of Procedure of the General Meeting, the Rules of Procedure of the Board and the Rules of Procedure of the Supervisory Committee.	Article 15667 The annexes hereto shall include the Rules of Procedure of the General Meeting, the Rules of Procedure of the Board and the Rules of Procedure of the Supervisory Committee.
Article 168 The Articles of Association are considered and approved at the general meeting of the Company, which shall come into effect and be implemented from the date of the Company's initial public offering of the overseas-listed foreign shares and dealing on the Hong Kong Stock Exchange. The articles of association of the Company and its amendments that are currently in force shall automatically lapse from the effective date of the Articles of Association.	Article 15768 <u>The Articles of Association shall come into effect from the date on which they were</u> considered and approved at the general meeting of the Company, which shall come into effect and be implemented from the date of the Company's initial public offering of the overseas-listed foreign shares and dealing on the Hong Kong Stock Exchange. The articles of association of the Company and its amendments that are currently in force shall automatically lapse from the effective date of the Articles of Association.

Save for the aforementioned amendments, no substantive changes have been made to other provisions of the Articles of Association. The Amendments include adjustments such as uniformly adjusting “General Meeting (股東大會)” to “General Meeting (股東會)”, changes to Articles numbering, punctuation and formatting adjustments, and other modifications to words and phrases that do not affect the meaning of the Articles. Due to the extensive scope of these modifications, they have been uniformly adjusted and will not be listed Article by Article.

NOTICE OF EXTRAORDINARY GENERAL MEETING



GenFleet Therapeutics (Shanghai) Inc. 勁方醫藥科技(上海)股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)
(Stock Code: 2595)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “EGM”) of GenFleet Therapeutics (Shanghai) Inc. (the “Company”) will be held at Room 212, Building A, 1206 Zhangjiang Road, (Shanghai) Pilot Free Trade Zone, PRC on Monday, February 9, 2026 at 10:00 a.m., or any adjournment thereof, for the purpose of considering and, if thought fit, passing with or without amendments, the following resolutions of the Company (unless otherwise indicated, capitalized terms used in this notice shall have the same meanings as those defined in the circular of the Company dated January 23, 2026):

SPECIAL RESOLUTIONS

1. To consider and approve the proposed adoption of the H Share Option Scheme.
2. To consider and approve the proposed adoption of the H Share Incentive Scheme.
3. To consider and approve the proposed Scheme Limit.
4. To consider and approve the proposed Service Provider Sublimit.
5. To consider and approve the proposed authorization to the Board and/or the authorised person(s) to handle matters pertaining to the H Share Option Scheme and H Share Incentive Scheme.
6. To consider and, if thought fit, pass the following resolution as special resolution:

“THAT:

- (a) subject to paragraph (b) below, the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to repurchase H shares of the Company on The Stock Exchange of Hong Kong Limited (the “Stock Exchange”) or on any other stock exchange on which the shares of the Company may be listed and recognised for this purpose by the Securities and Futures Commission and the Stock Exchange under the Code on Share Buy-backs and, subject to and in accordance with all applicable laws and the Listing Rules, be and is hereby generally and unconditionally approved;

NOTICE OF EXTRAORDINARY GENERAL MEETING

- (b) the aggregate number of the shares of the Company, which may be repurchased by the Company pursuant to the approval in paragraph (a) above of this resolution during the Relevant Period shall not exceed 10% of the number of the issued shares of the Company (excluding Treasury Shares, if any) as at the date of passing of this resolution, and the said approval shall be limited accordingly;
- (c) subject to the passing of each of the paragraphs (a) and (b) of this resolution, any prior approvals of the kind referred to in paragraphs (a) and (b) of this resolution which had been granted to the Directors and which are still in effect be and are hereby revoked; and
- (d) for the purposes of this special resolution,

“**Relevant Period**” means the period from the passing of this special resolution until the earliest of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association of the Company or any applicable laws to be held; and
- (iii) the date on which the authority conferred to the Board set out in this resolution is revoked or varied by a special resolution of the Shareholders in a general meeting.”

7. To consider and approve the Proposed Amendments to the Articles of Association and abolishment of the Supervisory Committee.

By order of the Board
GenFleet Therapeutics (Shanghai) Inc.
Dr. Qiang LU
Chairman and Executive Director

Hong Kong, January 23, 2026

As at the date of this notice, the Board of the Company comprises: (i) Dr. Qiang LU, Dr. Jiong LAN and Ms. ZHANG Wei as executive Directors; (ii) Mr. ZHU Jingyang and Ms. TAO Sha as non-executive Directors; and (iii) Ms. Christine Shaohua LU-WONG, Dr. ZHOU Demin and Mr. LI Bo as independent non-executive Directors.

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notes:

1. Resolution to be submitted at the EGM shall be voted on by poll.
2. The record date for the purpose of ascertaining the eligibility of the holders of H Shares and Unlisted Shares to attend and vote at the EGM will be Monday, February 9, 2026. In order to ascertain holders of H Shares who are entitled to attend the EGM, the register of members of holders of H Shares will be closed from Wednesday, February 4, 2026 to Monday, February 9, 2026 (both days inclusive). Holders of H Shares who intend to attend the EGM are required to lodge all completed transfer documents accompanied by the relevant share certificates with the Company's H 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 on or before 4:30 p.m. on Tuesday, February 3, 2026 for registration. Holders of Unlisted Shares who intend to attend the EGM are required to lodge all completed transfer documents accompanied by the relevant share certificates at the office of the Company, at Room 211, Building A, 1206 Zhangjiang Road, (Shanghai) Pilot Free Trade Zone, PRC on or before 4:30 p.m. on Tuesday, February 3, 2026 for registration.
3. Shareholders who are entitled to attend and vote at the EGM may appoint one or more proxies to attend and vote on their behalf. A proxy need not be a Shareholder. If more than one proxy is appointed, the number and class of Shares in respect of which each such proxy is so appointed shall be specified in the appointment of the proxy.
4. The form of proxy must be signed by the Shareholder or by an authorised person appointed by the Shareholder in writing. If the Shareholder is a legal person, it must be stamped with the seal of the legal person or signed by a director or duly authorised attorney. If the form is signed by an attorney of the Shareholder, the power of attorney authorising that attorney to sign or other authorisation document must be notarised.
5. In order to be valid, the form of proxy, and if the form of proxy is signed by a person under a power of attorney or other authorisation document on behalf of the appointer, a notarially certified copy of that power of attorney or other authorisation document, must be deposited with (i) the H Share registrar of the Company, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong (for holders of H Shares); or (ii) the office of the Company, at Room 211, Building A, 1206 Zhangjiang Road, (Shanghai) Pilot Free Trade Zone, PRC (for holders of Unlisted Shares), not less than 24 hours before the time appointed for holding the EGM or any adjournment thereof.

In case of joint holders of any Shares, any one of the joint holders can vote on such Shares at the EGM in person or by proxy as if he/she is the only holder entitled to vote. If more than one joint holders attend the EGM in person or by proxy, only the vote of the person whose name appears first in the register of members of the Company relating to such Shares will be accepted as the sole and exclusive vote of the joint holders.

Completion and return of the form of proxy will not preclude a Shareholder from attending and voting in person at the EGM or any adjournment thereof should he/she/it so wish. In this case, the power of attorney will be deemed to have been revoked.

6. Shareholders and their proxies are required to produce identity proof when attending the EGM (and any adjournment thereof).
7. The EGM is expected to last for no more than half a day. Shareholders or their proxies attending the EGM are responsible for their own transportation and accommodation expenses.
8. All times refer to Hong Kong local time, except as otherwise stated.