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**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

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

**If you have sold or transferred** all your shares of Ev Dynamics (Holdings) Limited, you should at once hand this circular and the accompanying proxy form to the purchaser or to the bank or stockbroker or other agent through whom the sale was effected for transmission to the purchaser or the transferee.

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EvDynamics

**Ev Dynamics (Holdings) Limited**

**科軒動力（控股）有限公司**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 476)**

**(1) PROPOSALS INVOLVING GENERAL MANDATES  
TO ISSUE SHARES AND TO REPURCHASE SHARES,  
PROPOSED RE-ELECTION OF RETIRING DIRECTORS  
AND CONTINUOUS APPOINTMENT OF THE INDEPENDENT  
NON-EXECUTIVE DIRECTOR WHO HAS SERVED  
FOR MORE THAN NINE YEARS;  
(2) PROPOSED ADOPTION OF 2023 SHARE OPTION SCHEME;  
(3) PROPOSED AMENDMENTS OF 2019 SHARE AWARD PLAN;  
AND  
NOTICE OF ANNUAL GENERAL MEETING**

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A notice convening the annual general meeting (“AGM”) of Ev Dynamics (Holdings) Limited (the “Company”) to be held at 24th Floor, Admiralty Centre 1, 18 Harcourt Road, Hong Kong on Tuesday, 29 August 2023 at 3:00 p.m. is set out on pages 55 to 60 in this circular. A proxy form for use by the Shareholders at the AGM is enclosed with this circular. If you are not able to attend the AGM in person, you are requested to complete and return the accompanying proxy form in accordance with the instructions printed thereon to the Company’s Hong Kong branch share registrar, Tricor Tengis Limited, at 17th Floor, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible but in any event not later than 48 hours before the time appointed for the holding of the AGM. Completion and delivery of the proxy form will not preclude you from attending and voting in person at the AGM should you so wish.

28 July 2023

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## DEFINITIONS

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

“2013 Share Option Scheme”	the share option scheme adopted by the Company pursuant to an ordinary resolution of the Shareholders passed on 30 August 2013
“2019 Share Award Plan”	the Company's share award plan adopted on 8 May 2019, which is subject to Shareholders' approval of the Award Plan Amendments at the AGM
“2023 Annual Report”	the audited consolidated financial statements and the reports of the Directors and of the auditors of the Company for the year ended 31 March 2023
“2023 Share Option Scheme”	the Company's share option scheme proposed to be approved and adopted by the Shareholders, the principal terms of which are set out in Appendix III of this circular
“Adoption Date”	the date on which the 2023 Share Option Scheme and/or Award Plan Amendments (as the case may be) is approved and adopted by ordinary resolutions to be passed by the Shareholders at the AGM
“AGM” or “Annual General Meeting”	the annual general meeting of the Company to be convened and held at 24th Floor, Admiralty Centre 1, 18 Harcourt Road, Hong Kong on Tuesday, 29 August 2023 at 3:00 p.m.
“AGM Notice”	notice of the AGM which is set out on pages 55 to 60 of this circular
“Amended Rules”	the amendments to the Listing Rules relating to share schemes of listed issuers, which took effect on 1 January 2023
“Award Plan Amendments”	the proposed amendments to the 2019 Share Award Plan as set out in Appendix IV to this circular
“Board”	the Company's board of Directors
“Bye-law(s)”	the bye-law(s) of the Company in force from time to time
“Companies Act”	the Companies Act 1981 of Bermuda as amended from time to time
“Company”	Ev Dynamics (Holdings) Limited, a company incorporated in Bermuda with limited liability, with its Shares listed on the main board of the Stock Exchange

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## DEFINITIONS

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“Connected Person(s)”	has the meaning as defined in the Listing Rules
“Controlling Shareholder(s)”	has the meaning ascribed to it in the Listing Rules
“Core Connected Person(s)”	has the meaning as defined in the Listing Rules
“Director(s)”	the director(s) of the Company
“Eligible Entity”	means the Company and any of its subsidiaries (as defined in the Companies Ordinance (Cap. 622))
“General Issue Mandate”	the proposed general mandate to be granted to the Directors to exercise all the powers of the Company to allot, issue and otherwise deal with new Shares not exceeding 20% of the total number of issued Shares of the Company as at the date of passing the resolution approving the said mandate
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Latest Practicable Date”	24 July 2023, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
“Offer Date”	means, in relation to an Option, the date (which must be a Business Day), on which a Participant is offered such Option
“Option(s)”	the right granted or to be granted under the 2013 Share Option Scheme or the 2023 Share Option Scheme (as the case may be) to subscribe for Shares
“Overall Scheme Limit”	a limit on the total number of Shares which may be allotted and issued in respect of all options and awards to be granted under all Share Schemes, which must not exceed 10% of the issued Shares as at the date of approval of his limited by Shareholders at a general meeting

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## DEFINITIONS

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“Repurchase Mandate”	the general and unconditional mandate to repurchase Shares in the capital of the Company up to 10% of the total number of issued Shares of the Company as at the date of passing of the resolution granting such mandate
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Share Scheme(s)”	a share option scheme or a share award scheme involving issue of Shares by the Company
“Shareholder(s)”	registered holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	The Code on Takeovers and Mergers as approved by the Securities Futures Commission
“%”	per cent.

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## LETTER FROM THE BOARD

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EvDynamics

**Ev Dynamics (Holdings) Limited**  
**科軒動力(控股)有限公司**  
*(Incorporated in Bermuda with limited liability)*  
**(Stock Code: 476)**

*Executive Directors:*

Mr. Cheung Ngan (*Chairman*)  
Mr. Miguel Valldecabres Polop (*Chief Executive Officer*)  
Ms. Chan Hoi Ying

*Independent Non-Executive Directors:*

Mr. Chan Francis Ping Kuen  
Mr. Lee Kwok Leung  
Dato' Tan Yee Boon

*Registered Office:*

Clarendon House  
2 Church Street  
Hamilton HM 11  
Bermuda

*Head Office and*

*Principal Place of Business:*  
46th Floor  
United Asia Finance Centre  
333 Lockhart Road  
Wanchai  
Hong Kong

28 July 2023

*To the Shareholders*

Dear Sir or Madam,

**(1) PROPOSALS INVOLVING GENERAL MANDATES  
TO ISSUE SHARES AND TO REPURCHASE SHARES,  
PROPOSED RE-ELECTION OF RETIRING DIRECTORS  
AND CONTINUOUS APPOINTMENT OF THE INDEPENDENT  
NON-EXECUTIVE DIRECTOR WHO HAS SERVED  
FOR MORE THAN NINE YEARS;  
(2) PROPOSED ADOPTION OF 2023 SHARE OPTION SCHEME;  
(3) PROPOSED AMENDMENTS OF 2019 SHARE AWARD PLAN;  
AND  
NOTICE OF ANNUAL GENERAL MEETING**

**INTRODUCTION**

The purpose of this circular is to provide you with the information relating to (i) the grant of the General Issue Mandate and the Repurchase Mandate; (ii) the extension of the General Issue Mandate to issue Shares by adding to it the total number of Shares repurchased under the Repurchase Mandate; (iii) the proposed re-election of retiring Directors and continuous appointment of the independent non-executive director who has served for more than nine years; (iv) the principal terms of the 2023 Share Option Scheme; (v) details of the Award Plan Amendments; and (vi) other information as required under the Listing Rules, together with the AGM Notice. Your approval of the resolutions relating thereto is therefore sought.

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## LETTER FROM THE BOARD

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### GENERAL ISSUE MANDATE

At the annual general meeting of the Company held on 26 August 2022, a general mandate was given to the Directors to issue new Shares and such mandate will lapse at the conclusion of the forthcoming AGM. An ordinary resolution no. 4(1) of the AGM Notice will be proposed at the AGM for the purpose of renewing the existing share issue mandate granted to Directors to allot, issue and otherwise deal with the Shares. The General Issue Mandate is subject to a limit equal to 20% of the total number of issued Shares at the date of passing such resolution, which is estimated to be 1,855,935,795 Shares based on the number of issued Shares of 9,279,678,975 at the Latest Practicable Date.

### GENERAL MANDATE TO REPURCHASE SHARES

At the annual general meeting of the Company held on 26 August 2022, a general mandate was given to the Directors to exercise all the powers of the Company to repurchase its own Shares and such mandate will lapse at the conclusion of the forthcoming AGM. An ordinary resolution no. 4(2) of the AGM Notice will be proposed at the AGM for the purpose of renewing the existing Repurchase Mandate granted to the Directors to repurchase Shares up to a maximum of 10% of the total number of Shares of the Company as at the date of passing such resolution.

An explanatory statement as required under the Listing Rules containing all relevant information relating to the proposed Repurchase Mandate is set out in Appendix I to this circular. The explanatory statement contains all information reasonably necessary to enable the Shareholders to make an informed decision or whether to vote for or against the relevant resolutions at the AGM.

### GENERAL MANDATE TO EXTEND TO ISSUE SHARES

Subject to the passing at the AGM of the proposed resolutions regarding the General Issue Mandate and the Repurchase Mandate, an ordinary resolution no. 4(3) of the AGM Notice will be proposed at the AGM to approve the extension of the 20% General Issue Mandate by adding to the General Issue Mandate the number of shares that may be repurchased under the Repurchase Mandate.

For details of the proposed resolutions, Shareholders are referred to the Notice of Annual General Meeting which is set out on pages 55 to 60 in this circular. With reference to these resolutions, the Board wishes to state that it has no immediate plan to repurchase any Shares or to issue any new Shares pursuant to the relevant mandates.

### PROPOSED RE-ELECTION OF RETIRING DIRECTORS

As at the Latest Practicable Date, the executive directors are Mr. Cheung Ngan, Mr. Miguel Valdecabres Polop and Ms. Chan Hoi Ying and the independent non-executive directors are Mr. Chan Francis Ping Kuen, Mr. Lee Kwok Leung and Dato' Tan Yee Boon.

Pursuant to the Bye-law 111, Ms. Chan Hoi Ying and Mr. Chan Francis Ping Kuen, shall retire from office by rotation and being eligible, offer themselves for re-election at the forthcoming AGM.

Further, pursuant to code provision B.2.3 of the Corporate Governance Code under Appendix 14 of the Listing Rules, if an independent non-executive director has served more than nine years, his/her further appointment should be subject to a separate resolution to be approved by shareholders.

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## LETTER FROM THE BOARD

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The Nomination Committee of the Company has taken into account the nomination policy and procedures adopted by the Company in making the recommendation to the Board for re-election of Ms. Chan Hoi Ying and Mr. Chan Francis Ping Kuen.

As Mr. Chan Francis Ping Kuen has served as an independent non-executive director for more than nine years, a separate resolution will be proposed at the forthcoming AGM to further appoint him as an independent non-executive director. The Nomination Committee has assessed and reviewed the annual confirmation of independence based on the criteria set out in Rule 3.13 of the Listing Rules and affirmed that Mr. Chan remains independent as he has not taken part in the day-to-day management nor performed any management role or executive function in the Company or any of its subsidiaries.

The Nomination Committee and the Board also note that Mr. Chan (i) does not have any relationship with any directors, senior management or substantial shareholders or controlling shareholders of the Company; (ii) is not involved in any relationships or circumstances which would interfere with the exercise of his respective independent judgment as an independent non-executive director; and (iii) has been providing objective and independent views to the Company during their respective terms of office. Based on the above, the Nomination Committee and the Board considered that Mr. Chan remains independent despite his respective years of service with the Company.

Furthermore, Mr. Chan has made considerable contributions to the Company with his relevant experience and knowledge throughout his years of service and he has maintained an independent view in relation to the Company's affairs. His diversified financial and accounting experiences bring a wide range of experience and insights to the Group. Mr. Chan is currently holding not more than two listed company directorships, he is able to devote sufficient time and attention to perform the duties as independent non-executive director. Mr. Chan also actively attended meetings of the Board and general meetings of shareholders to fully understand the views of the shareholders. In view of the above, the Nomination Committee and the Board believe that his re-election is in the best interests of the Company and the shareholders as a whole, therefore, recommend him to be re-elected at the forthcoming AGM.

The biographical details and interests in the shares of the Company of the retiring Directors are provided in the Appendix II to this circular.

Under Resolution no. 2 as set out in the AGM Notice, the re-election of Directors will be individually voted on by Shareholders.

### **PROPOSED ADOPTION OF THE 2023 SHARE OPTION SCHEME**

#### **Lapse of 2013 Share Option Scheme**

The 2013 Share Option Scheme is due to expire on 30 August 2023. In view of the expiry, the Board proposed to recommend to the Shareholders to approve the adoption of the 2023 Share Option Scheme. As at the Latest Practicable Date, there were 924,100,000 outstanding Options granted under the 2013 Share Option Scheme to subscribe for a total of 924,100,000 Shares. All outstanding Options granted under the 2013 Share Option Scheme prior to its expiration will continue to be valid and exercisable in accordance with the rules of the 2013 Share Option Scheme.



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## LETTER FROM THE BOARD

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### **Proposed 2023 Share Option Scheme**

At the AGM, an ordinary resolution will be proposed for the Company to approve and adopt the 2023 Share Option Scheme by way of an ordinary resolution as the 2013 Share Option Scheme is due to expire and no further Options can thereafter be offered or granted under the 2013 Share Option Scheme. The 2023 Share Option Scheme will take effect on the Adoption Date subject to the Stock Exchange granting approval for the listing of and dealing in the Shares to be issued and allotted pursuant to the exercise of options in accordance with the terms and conditions of the 2023 Share Option Scheme.

#### ***Purpose***

The purpose of the 2023 Share Option Scheme is to provide the Company with a flexible and effective means of incentivising, rewarding, remunerating, compensating and/or providing benefits to Participants or such other purposes as the Board may approve from time to time. A summary of the principal terms of the 2023 Share Option Scheme is set out in Appendix III of this circular. The terms of the 2023 Share Option Scheme had been prepared in compliance with the Chapter 17 of the Listing Rules currently in force as at the Latest Practicable Date taking into account of amendments therein relating to share schemes of listed issuers, which took effect on 1 January 2023 to the extent it is applicable. The adoption of the 2023 Share Option Scheme will be subject to approval by the Shareholders at the AGM in accordance with Rule 17.02(1)(a) of the Listing Rules.

None of the Directors is a trustee of the 2023 Share Option Scheme or has a direct or indirect interest in the trustee, if any. With respect to the operation of the 2023 Share Option Scheme, the Company will, where applicable, comply with the relevant requirements under Chapter 17 of the Listing Rules.

#### ***Participants and Eligibility***

The scope of Participants proposed for the 2023 Share Option Scheme includes any person who is (or will be on and following the Offer Date) an employee (whether full time or part time) holding salaried office or employment under a Contract with an Eligible Entity or is a Director (including executive and non-executive directors) of an Eligible Entity.

The eligibility of any of the Participants to an Offer shall be determined by the Board from time to time in its sole discretion and on the basis of the Board's opinion as to the Participant's actual and/or potential contribution to the development and growth of the Group and benefits to the Group.

In assessing the eligibility of any Participant, the Board will also consider all relevant factors as appropriate, including, among others in respect of employees or directors of an Eligible Entity:

- (i) his skills, knowledge, experience, expertise and other relevant personal qualities;
- (ii) his contribution made or expected to be made to the growth of the Group;
- (iii) his educational and professional qualifications, and knowledge in the industry;

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## LETTER FROM THE BOARD

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- (iv) the period of engagement or employment of the Participant by the Group; and
- (v) the number, scale and nature of the projects in which the Participant is involved.

### ***Vesting Period and Performance Target***

Under the 2023 Share Option Scheme, the Directors have discretion to set a minimum period for which an option has to be held before it can be exercised by a Participant which shall not be less than 12 months. This discretion allows the Directors to provide incentive to Participants to remain as Participants and thereby enable the Group to continue to benefit from the services and contributions of the eligible Participants. This discretion, together with the power of the Directors to impose any performance target or other restrictions as they consider appropriate before the Option can be exercised, enable the Group to provide incentives to Participants to use their best endeavours to assist the growth and development of the Group. The Directors are of the view that the flexibility given to the Directors in granting Options to Participants and to impose minimum period for which the Options can be exercised, will place the Group in a better position to attract human resources that are valuable to the growth and development of the Group as a whole.

### ***Overall Scheme Limit***

While generally the maximum number of shares in respect of which Options may be granted under the 2023 Share Option Scheme (when aggregated with any Shares subject to any other share option scheme(s) and share award scheme(s) that involve(s) the issuance of new Shares of the Company) shall not exceed 10% of the total number of Shares in issue on the Adoption.

As at the Latest Practicable Date, the Board has no present intention to grant Options to any of the Participants under the 2023 Share Option Scheme after its adoption.

### ***Option Price***

The Option Price will be determined by the Board at its absolute discretion and notified to an Option-holder. The minimum Option Price shall be at least the higher of:

- (A) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the Offer Date; and
- (B) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five Business Days immediately preceding the Offer Date.

### ***Conditions***

The 2023 Share Option Scheme shall take effect conditional upon: (A) the passing of an ordinary resolution by the Shareholders to approve and adopt the 2023 Share Option Scheme and to authorise the Board to grant Options under the 2023 Share Option Scheme and to allot and issue Shares pursuant to the exercise of any Options; and (B) the Listing Committee of the Stock Exchange granting the listing of and permission to deal in any Shares which may fall to be issued pursuant to the exercise of the Options in accordance with the terms of the 2023 Share Option Scheme.

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## LETTER FROM THE BOARD

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### *Value of the Options*

The Board considers that it is not practicable to state the value of all Options that can be granted under the 2023 Share Option Scheme as if they had been granted on the Latest Practicable Date prior to the approval of the 2023 Share Option Scheme as the variables crucial to the calculation of the value of such Options cannot be ascertained at this stage. Such variables include but are not limited to the Option Price, vesting period, any performance targets set and any other terms and conditions that the Board may impose with respect to the Options. The Directors believe that any calculation of the value of the Options as at the Latest Practicable Date based on a number of speculative assumptions would not be meaningful and would be misleading to Shareholders.

### **PROPOSED AMENDMENTS TO 2019 SHARE AWARD PLAN**

The 2019 Share Award Plan was adopted by the Company on 8 May 2019. Details of the existing 2019 Share Award Plan are set out in the announcement of the Company dated 8 May 2019. The purpose of the 2019 Share Award Plan is to recognise and reward the contribution of Eligible Participants to the growth and development of the Group, to give incentives to Eligible Participants in order to retain them for the continual operation and development of the Group, and to attract suitable personnel for further development of the Group.

As at the Latest Practicable Date, no shares available for issue in respect of the Awards granted under the 2019 Share Award Plan.

Pursuant to the 2019 Share Award Plan, the number of Shares administered shall not exceed 688,604,680 in aggregate, representing approximately 10% of the issued Shares as at its adoption date on 8 May 2019 (the “**Award Plan Limit**”). As at the Latest Practicable Date, 367,000,000 Shares were administered under the 2019 Share Award Plan, representing 53.3% of the Award Plan Limit and 4.0% of the total issued Shares as at the same date, respectively.

The Board has proposed to seek approval from Shareholders at the AGM for certain amendments to be made to the 2019 Share Award Plan to, among other things, bring it in line with the Amended Rules. The Board has also proposed that the Award Plan Amendments shall apply to unvested Awards and Awards to be granted under the 2019 Share Award Plan with effect from the date of the AGM.

As the Award Plan Amendments may adversely affect certain rights of the Selected Participant under the 2019 Share Award Plan which accrued prior to the Award Plan Amendments becoming effective, they shall be subject to approval by the Shareholders at the AGM in accordance with the 2019 Share Award Plan and the Amended Rules.

In the event that the Award Plan Amendments are not approved by Shareholders at the AGM, the Company would only operate the existing 2019 Share Award Plan and grant or vest the Awards under the same to the extent permitted by the Amended Rules.

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## LETTER FROM THE BOARD

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### Proposed Award Plan Amendments

In light of the Amended Rules, the Board has proposed to seek approval from the Shareholders at the AGM for Award Plan Amendments to bring it in line with the Amended Rules. The key changes entailed by the Award Plan Amendments include, without limitation, the following:

- (i) amendment of the definition of Eligible Participants;
- (ii) amendment to the definition of “Eligible Participant” to exclude any employees or directors of any entities in which the Group holds any equity interest (except for any Subsidiaries of the Group);
- (iii) inclusion of the Overall Scheme Limit applicable to the Shares which may be allotted and issued in respect of all options and awards to be granted under the 2019 Share Award Plan (as amended by the Award Plan Amendments) and all other Share Schemes;
- (iv) adding requirement to seek independent Shareholders’ approval for refreshment of Overall Scheme Limit within three years from date of Shareholders’ approval for such limits;
- (v) adding requirement to seek Shareholders’ approval for any Awards which would result in exceeding the limit for individual Selected Participant;
- (vi) inclusion of a minimum vesting period of twelve months;
- (vii) clarification that the Board or the remuneration committee of the Company may set performance targets and/or clawback mechanism as part of the vesting conditions of the Awards;
- (viii) adding requirement to seek Shareholders’ approval for any alteration of the 2019 Share Award Plan (as amended by the Award Plan Amendments): (a) of a material nature; (b) relating to matters set out in Rule 17.03 of the Amended Rules to the advantage of grantees or eligible participants; or (c) relating to the authority of the Board to alter terms of the plan; and
- (ix) to include other amendments for house-keeping purposes and to better align the wording of the 2019 Share Award Plan with that of the Listing Rules. Further details of the principal terms of the 2019 Share Award Plan (as amended by the Award Plan Amendments) are set out in Appendix IV to this circular.

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## LETTER FROM THE BOARD

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### **PARTICIPANTS, PERFORMANCE TARGET AND CLAWBACK OF 2023 SHARE OPTION SCHEME AND THE 2019 SHARE AWARD PLAN (AS AMENDED BY THE AWARD PLAN AMENDMENTS)**

#### **Participants**

The purpose of the 2023 Share Option Scheme and the 2019 Share Award Plan (as amended by the Award Plan Amendments) is to provide incentives or rewards to the participants for their contribution to the Group and/or to enable the Group to recruit and retain high-calibre employees and attract human resources that are valuable to the Group, and as such, it is in the interests of the Group as a whole that more categories of people be eligible for the 2023 Share Option Scheme and the 2019 Share Award Plan (as amended by the Award Plan Amendments) so as to give incentives to 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 their exercise of the Options and Awards. This is beneficial to the long-term development of the Group. In addition, the adoption of the 2023 Share Option Scheme and the Award Plan Amendments are in line with modern commercial practice that full-time or part-time employees and directors (including executive director, non-executive director and independent non-executive director) 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. As such, the Directors consider that the adoption of the 2023 Share Option Scheme and the Award Plan Amendments are in the interests of the Company and the Shareholders as a whole.

As at the Latest Practicable Date, the Company had not formulated any concrete plan or intention to grant any share options or awards to the independent non-executive directors under the 2023 Share Option Scheme and the 2019 Share Award Plan (as amended by the Award Plan Amendments). However, having considered that (i) equity-based remuneration continues to be an important means of ensuring alignment between the interests of shareholders and all Board members, including the independent non-executive directors and (ii) it is common to include independent non-executive directors as eligible persons of the share schemes among public companies, the Board believes the inclusion of independent non-executive directors as participants of the 2023 Share Option Scheme and the 2019 Share Award Plan (as amended by the Award Plan Amendments) and the flexibility to grant share options or awards to the independent non-executive directors in addition to cash-based incentives will allow the Company to keep its remuneration package competitive in order to attract and retain talents.

While the Eligible Participants include independent non-executive directors, the Company is of the view that the independence and objectivity of the independent non-executive director would not be affected by any possible grant of the Options or Awards as (i) the independent non-executive directors must continue to comply with the independence requirement under Rule 3.13 of the Listing Rules; (ii) each grant of Options or Awards to a director of the Company under the 2023 Share Option Scheme and the 2019 Share Award Plan (as amended by the Award Plan Amendments) must be approved by the independent non-executive directors of the Company (excluding any independent non-executive director who is the proposed grantee); and (iii) before making any grants to any independent non-executive director, the Board will always be mindful of the recommended best practice E.1.9 of the CG Code which recommends that issuers should generally not grant equity-based remuneration with performance-related elements to independent non-executive directors.

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## LETTER FROM THE BOARD

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### **Performance target**

The Board may set a performance target at the time of the grant of options or awards. Such performance target might relate to factors including but not limited to specific sales performance or target of the relevant participant, which the Board and remuneration committee would consider imposing by assessing the amount or percentage of increase in annual sales revenue of the Group as compared to the financial year immediately preceding to the grant.

### **Clawback mechanism**

Under the 2023 Share Option Scheme and the 2019 Share Award Plan (as amended by the Award Plan Amendments), the Board may impose clawback mechanism for the Company to recover or withhold any options or awards granted to any participants. It is the intention of the Company that such clawback mechanism be imposed on every grant of option or award in order to protect the interest of the Group and the Company's shareholders.

### ***Application for Listing***

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 to be issued pursuant to the exercise of the Options to be granted under the 2023 Share Option Scheme and to be granted under the 2019 Share Award Plan (as amended by the Award Plan Amendments), representing a maximum of 10% of the Company's issued share capital as at the Adoption Date, which fall to be issued pursuant thereto that involves the issuance of new Shares. As at the Latest Practicable Date, there were 9,279,678,975 Shares in issue. Assuming that no further Shares will be allotted, issued or repurchased prior to the AGM, the total number of Shares which may be issued upon exercise of all Options to be granted under the 2023 Share Option Scheme and the 2019 Share Award Plan (as amended by the Award Plan Amendments) and any other share schemes of the Company that involves the issuance of new Shares is 927,967,897, representing 10% of the total number of Shares in issue as at the Adoption Date.

### ***Document on display***

A copy of the rules of the 2023 Share Option Scheme and the 2019 Share Award Plan (as amended by the Award Plan Amendments) will be published on the websites of the Stock Exchange (<http://www.hkexnews.hk>) and the Company (<https://evdynamics.com>) for display for a period of not less than 14 days before the date of the AGM and the rules of the 2023 Share Option Scheme and the 2019 Share Award Plan (as amended by the Award Plan Amendments) will be made available for inspection at the AGM.

### **AGM**

A notice convening the AGM is set out on pages 55 to 60 of this circular. If you are unable to attend the AGM in person, you are requested to complete and return the accompanying proxy form in accordance with the instructions printed thereon to the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, at 17th Floor, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible and in any event not later than 48 hours before the time appointed for the holding of the AGM or any adjournment thereof. Completion and return of this proxy form will not preclude you from attending and voting at the meeting if you so wish.

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## LETTER FROM THE BOARD

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No Director has a material interest and is required to abstain from voting on the resolutions to approve the adoption of the 2023 Share Option Scheme and the Award Plan Amendments. To the best of the Director's knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the resolutions to be proposed at the AGM.

### VOTING BY WAY OF POLL

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of the Shareholders at a general meeting of the Company must be taken by poll. Accordingly, all the resolutions to be considered and, if thought fit, approved at the AGM will be taken by poll.

The results of the poll will be published on the Company's and the Stock Exchange's websites following the AGM.

### RECOMMENDATION

The Directors (including the independent non-executive Directors) consider that the proposals for (i) General Issue Mandate and the Repurchase Mandate; (ii) the extension of the General Issue Mandate to issue Shares by adding to it the total number of the Shares repurchased under the Repurchase Mandate; (iii) the proposed re-election of retiring Directors and continuous appointment of the non-executive director who has served for more than nine years; (iv) the proposed adoption of the 2023 Share Option Scheme; and (v) details of the Award Plan Amendments, are all in the best interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend that all the Shareholders should vote in favour of such resolutions to be proposed at the AGM.

### GENERAL INFORMATION

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

### RESPONSIBILITY STATEMENT

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

### MISCELLANEOUS

The English text of this circular shall prevail over the Chinese text in case of inconsistency.

Yours faithfully  
For and on behalf of the Board  
**Ev Dynamics (Holdings) Limited**  
**Cheung Ngan**  
*Chairman*

*This is an explanatory statement given to all Shareholders relating to the ordinary resolution to be proposed at the AGM authorising the Repurchase Mandate.*

*This explanatory statement contains all the information required pursuant to Rule 10.06(1)(b) of the Listing Rules which is set out as follows:*

## **1. SHARE CAPITAL**

As at the Latest Practicable Date, the issued and fully paid up share capital of the Company comprised 9,279,678,975 Shares and outstanding Options which are exercisable into 924,100,000 Shares. The exercise price for 34,000,000 Options, 261,100,000 Options, 259,000,000 Options and 370,000,000 Options are HK\$1.15 per Share, HK\$0.30 per Share, HK\$0.13 per Share and HK\$0.038 per Share respectively.

Exercised in full of the Repurchase Mandate, if so approved, on the basis that no further Shares are issued or repurchased between the Latest Practicable Date and the date of the approval of the Repurchase Mandate generally (not taking into account of exercising the subscription rights attaching to the outstanding Options as at the Latest Practicable Date), the Company would be allowed under the repurchase resolution to repurchase a maximum of 927,967,897 Shares during the period from the date on which such resolution is passed until the date of (i) conclusion of the next AGM of the Company; (ii) the expiration of the period within which the next AGM of the Company is required by the Bye-laws or any applicable laws of Bermuda to be held; or (iii) the revocation, variation or removal of the Repurchase Mandate by an ordinary resolution of the Shareholders in general meeting, whichever occurs first, representing not more than 10% of the issued share capital of the Company as at the Latest Practicable Date.

## **2. REASONS FOR THE REPURCHASE**

Although the Directors have no present intention of repurchasing any Shares, they believe that the flexibility afforded by the repurchase proposal would be beneficial to the Company and Shareholders. Such repurchase may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net asset value and/or earnings per Share of the Company and will only be made when the Directors believe that such a purchase will benefit the Company and its Shareholders.

## **3. FUNDING OF REPURCHASES**

Repurchase of Shares will be funded from the Company's available cash flow or working capital and will, in any event, be made out of funds legally available for such purposes in accordance with the Bye-laws, the Listing Rules and the laws of Bermuda. The Company is empowered by its Bye-laws to repurchase its Shares. The laws of Bermuda provide that the amount of capital repaid in connection with a share repurchase may only be paid out of the capital paid up on the relevant Shares, or from the profits that would otherwise be available for distribution by way of dividend, or from the proceeds of a new issue of shares made for the purpose. The amount of premium payable on redemption may only be paid out of either the profits that would otherwise be available for distribution by way of dividend or out of the Company's share premium account or contributed surplus account.



On the basis of the current financial position of the Group as disclosed in the 2023 Annual Report and taking into account the current working capital position of the Group, the Directors consider that, if the Repurchase Mandate were to be exercised in full, it might have a material adverse effect on the working capital and/or the gearing position of the Group as compared with the position disclosed in the 2022 Annual Report. However, the Directors do not propose to exercise the Repurchase Mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Group or the gearing level which in the opinion of the Directors are from time to time appropriate for the Group.

#### 4. SHARE PRICES

The highest and lowest prices at which the Shares have been traded on the Stock Exchange during each of the previous twelve months prior to the Latest Practicable Date were as follows:

	Price per Share	
	Highest HK\$	Lowest HK\$
<b>2022</b>		
July	0.060	0.043
August	0.056	0.028
September	0.054	0.028
October	0.048	0.034
November	0.047	0.034
December	0.042	0.031
<b>2023</b>		
January	0.040	0.032
February	0.045	0.036
March	0.045	0.032
April	0.044	0.034
May	0.037	0.029
June	0.035	0.029
July (up to the Latest Practicable Date)	0.034	0.029

Source: <http://www.hkex.com.hk>

#### 5. SHARE REPURCHASE MADE BY THE COMPANY

No repurchase has been made by the Company of its shares (whether on the Stock Exchange or otherwise) in the six months prior to the Latest Practicable Date.

#### 6. UNDERTAKING

The Directors have undertaken to the Stock Exchange that they will exercise the power of the Company to make repurchases of the Shares pursuant to the Repurchase Mandate only in accordance with the Listing Rules, the Bye-laws of the Company and the applicable laws of Bermuda.

None of the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their close associates (as defined in the Listing Rules) have any present intention, in the event that the Repurchase Mandate is approved by the Shareholders, to sell any securities to the Company or its Subsidiaries.

No core connected person of the Company has notified the Company that he has a present intention to sell securities to the Company nor has undertaken not to do so, in the event that the Company is authorised to make purchases of Shares upon Repurchase Mandate is approved by the Shareholders.

## 7. TAKEOVERS CODE

If on the exercise of the power to repurchase Shares pursuant to the Repurchase Mandate, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition for the purposes of Rule 32 of the Takeovers Code. As a result, a Shareholder or a group of Shareholders acting in concert (within the meaning under the Takeovers Code), depending on the level of the increase of the Shareholder's interest, could obtain or consolidate control of the Company and become(s) obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code.

As at the Latest Practicable Date and insofar as the Directors are aware, the following Substantial Shareholder(s) had interests representing 5% or more of the issued share capital of the Company which are discloseable under Section 336 of the SFO:–

Name of Shareholder	Number of shares		Approximate % of existing issued share capital in the Company	Approximate % of issued share capital after the exercise in full of the Repurchase Mandate
	Long Position	Short Position		
Mr. Cheung Ngan ( <i>Note 1</i> )	758,624,959	–	8.18%	9.08%
Entrust Limited ( <i>Note 2</i> )	982,727,510	–	10.59%	11.77%

*Note:*

- The Shares of 536,038,559 is held by Mr. Cheung Ngan. The Shares of 222,586,400 is held by Faith Profit Holding Limited. Mr. Cheung Ngan held 100% interest in Faith Profit Holding Limited. Accordingly, Mr. Cheung Ngan is deemed to be interested in the Shares by virtue of the SFO.
- Entrust Limited is controlled as to 34% by Mr. Chan Tok Yu, 25% by Ms. Chan Hoi Ying (executive director of the Company), 25% by Mr. Chan Hin Yeung and 16% by Ms. Siu Kwan. Mr. Chan Tok Yu's interest is held by Ms. Siu Kwan as a trustee. Accordingly, Mr. Chan Tok Yu and Ms. Siu Kwan are deemed to be interested in those Shares by virtue of the SFO.

The Directors are not aware of any other consequences which would arise under the Takeovers Code as a result of any repurchase made under the Repurchase Mandate. As at the Latest Practicable Date, so far as is known to the Directors, no shareholder may become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code in the event that the Directors exercise the power in full to repurchase shares pursuant to the Repurchase Mandate.

The Directors will exercise the powers conferred by the Repurchase Mandate to repurchase Shares in circumstances, which they deem appropriate for the benefits of the Company and the Shareholders as a whole. However, the Directors have no present intention to exercise the Repurchase Mandate to the extent that the number of Shares in the hands of the public would fall below the prescribed minimum aggregate percentage (under the Listing Rules) of 25% of the entire issued share capital of the Company.

*Stated below are the details of the re-election of retiring Directors as referred to in item 2 of the notice of AGM. The retiring Directors, being eligible, offer themselves for re-election as Directors of the Company at the AGM.*

**MS. CHAN HOI YING, AGED 36, EXECUTIVE DIRECTOR**

Ms. Chan was appointed as an executive director of the Company on 12 May 2016. Ms. Chan joined the Company in 2014 as an investment relationship manager. Ms. Chan holds a Master's of Actuarial Practice from Macquarie University in Australia. She had worked for the audit department of RSM Hong Kong for several years.

Ms. Chan owns 25% of the interest in Entrust Limited. Entrust Limited has interest in 982,727,510 Shares of the Company.

Besides, Mr. Chan Tok Yu and Mr. Chan Hin Yeung, both are brothers of Ms. Chan, has beneficial interest in 34% and 25% respectively of the shareholding interest in Entrust Limited. Save as disclosed herein, Ms. Chan does not have any relationship with any directors, senior management, substantial shareholders or controlling shareholders (as respectively defined in the Listing Rules) of the Company. Ms. Chan is a director of most of the Group's subsidiaries. Ms. Chan did not hold any directorship in any other listed public company in Hong Kong and other places in the last three years.

As at the Latest Practicable Date, Ms. Chan has 3,700,000 and 9,000,000 number of Share Options of the Company with the exercise price of HK\$0.30 and HK\$0.038 per Share respectively. Ms. Chan also has 1.808% indirect interests in Tong Guan La Plata Company Limited, in which the Company owns 60% indirect interest as at the Latest Practicable Date, and its wholly-owned subsidiaries. Save as disclosed above, Ms. Chan does not have any interest in the Shares and other securities of the Company or any of its associated corporations within the meaning of Part XV of the SFO.

A service contract was entered into between Ms. Chan and the Company for a term of two years commencing from 10 May 2022. However, she is still subject to retirement by rotation and re-election at annual general meeting of the Company in accordance with the Bye-laws. Ms. Chan's total salaries and allowances for the year ended 31 March 2023 is HK\$1,830,000, which is determined by the Board from time to time with reference to the Company's performance as well as remuneration benchmark in the industry and prevailing market conditions. It is anticipated that the same emoluments will be paid to Ms. Chan in the year 2024.

Save as disclosed above, there are no other matters concerning Ms. Chan that need to be brought to the attention of the Shareholders or any information to be disclosed pursuant to the requirements of Rule 13.51(2)(h) to (v) of the Listing Rules.

**MR. CHAN FRANCIS PING KUEN, AGED 64, INDEPENDENT NON-EXECUTIVE DIRECTOR**

Mr. Chan was appointed as an independent non-executive director and audit committee member of the Company on 24 September 2004, as a remuneration committee member on 14 October 2005 and as a nomination committee member on 28 March 2012. Mr. Chan holds a Bachelor's Degree in Economics from the University of Sydney in Australia. He is a member of Chartered Accountants Australia and New Zealand and the Hong Kong Institute of Certified Public Accountants. Mr. Chan has over 30 years of experience in auditing, accounting and financial management and previously worked for an international accounting firm and a number of companies listed in Hong Kong and the United States. Mr. Chan is currently an executive director of Carrianna Group Holdings Company Limited, the shares of which are listed on the Main Board of the Stock Exchange.

Mr. Chan does not have any other relationship with any Directors, senior management, substantial or controlling shareholders of the Company. Save for the above, Mr. Chan did not hold any directorship in any other listed public company in Hong Kong and other places currently and in the last three years. Save as an independent non-executive director and a member of audit committee, remuneration committee and nomination committee of the Company, Mr. Chan does not hold any other position in other members of the Group.

As at the Latest Practicable Date, Mr. Chan has 3,700,000 and 9,000,000 number of Share Options of the Company with the exercise price of HK\$0.30 and HK\$0.038 per share respectively. Save as disclosed above, Mr. Chan does not have any other interest in the Shares and other securities of the Company or any of its associated corporations within the meaning of Part XV of the SFO.

A service contract was entered into between Mr. Chan and the Company for a term of two years commencing from 1 July 2023. He is subject to retirement by rotation and re-election at annual general meeting of the Company in accordance with the Bye-laws. The total emoluments of Mr. Chan for the year ended 31 March 2023 is HK\$100,000 which is determined by the Board from time to time with reference to the Company's standard scale of emoluments for independent non-executive directors. There is no bonus payment payable to Mr. Chan. It is anticipated that the same emoluments will be paid to Mr. Chan in the year 2024 by reference to the Company's scale of emoluments for independent non-executive directors.

Save as disclosed above, there are no other matters concerning Mr. Chan that need to be brought to the attention of the Shareholders or any information to be disclosed pursuant to the requirements of Rule 13.51(2)(h) to (v) of the Listing Rules.

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## **APPENDIX III      PRINCIPAL TERMS OF 2023 SHARE OPTION SCHEME**

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*The following is a summary of the principal terms of the 2023 Share Option Scheme proposed to be approved at the AGM:*

### **1.    PURPOSE**

The purpose of the 2023 Share Option Scheme is to provide the Company with a flexible and effective means of incentivising, rewarding, remunerating, compensating and/or providing benefits to Participants.

### **2.    WHO MAY JOIN**

To determine the eligibility of the Participant, the Board may offer to grant an Option to any Participant who has contribution to the Group to subscribe for such number of Shares at the Option Price calculated according to paragraph 5 below, subject always to any limits and restrictions specified in the Rules.

The eligibility of any of the Participants to an Offer shall be determined by the Board from time to time in its sole discretion and on the basis of the Board's opinion as to the Participant's actual and/or potential contribution to the development and growth of the Group and benefits to the Group.

In assessing the eligibility of any Participant, the Board will also consider all relevant factors as appropriate, including, among others in respect of employees or directors of an Eligible Entity:

- (i) his skills, knowledge, experience, expertise and other relevant personal qualities;
- (ii) his contribution made or expected to be made to the growth of the Group;
- (iii) his educational and professional qualifications, and knowledge in the industry;
- (iv) the period of engagement or employment of the Participant by the Group; and
- (v) the number, scale and nature of the projects in which the Participant is involved.

### **3.    PAYMENT ON ACCEPTANCE OF OPTION OFFER**

A Participant shall pay the Company HK\$1.00 for the grant of an Option on acceptance of an Option offer within 21 days after the Offer Date.

### **4.    TERMS OF OPTIONS**

Options granted under the 2023 Share Option Scheme are subject to such terms and conditions as may be determined by the Board at its absolute discretion and specified in the offer of an Option, which terms and conditions may include:

- (A) vesting conditions which must be satisfied before an Option-holder's Option shall become vested and capable of being exercised;

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## APPENDIX III      PRINCIPAL TERMS OF 2023 SHARE OPTION SCHEME

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- (B) the Board may, in its absolute discretion, specify performance targets that must be achieved before an Option can be exercised and/or the minimum period for which an Option must be held before it can be exercised which shall not be less than 12 months; and
- (C) the clawback mechanism for the Company to recover or withhold any Options granted to any Participants in the event of serious misconduct, a material misstatement in the Company's financial statements or other special circumstances, or, if none, a negative statement to that effect.

These provisions will give the Board flexibility to impose conditions suitable for fulfilling the various purposes of the 2023 Share Option Scheme. Apart from this general discretion of the Board, the Rules do not contain specific provisions on the minimum period during which an Option must be held before exercise or on performance targets applicable to Options.

Under the 2023 Share Option Scheme, the Directors have discretion to set a minimum period for which an option has to be held before it can be exercised by a Participant. This discretion allows the Directors to provide incentive to Participants to remain as Participants and thereby enable the Group to continue to benefit from the services and contributions of the eligible Participants. This discretion, together with the power of the Directors to impose any performance target or other restrictions as they consider appropriate before the Option can be exercised, enable the Group to provide incentives to Participants to use their best endeavours to assist the growth and development of the Group. The Directors are of the view that the flexibility given to the Directors in granting Options to Participants and to impose minimum period for which the Options can be exercised, will place the Group in a better position to attract human resources that are valuable to the growth and development of the Group as a whole.

### 5.    OPTION PRICE

The Option Price will be determined by the Board at its absolute discretion and notified to an Option-holder. The minimum Option Price shall be at least the higher of:

- (A) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the Offer Date; and
- (B) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five Business Days immediately preceding the Offer Date.

**6.    MAXIMUM NUMBER OF SHARES SUBJECT TO THE 2023 SHARE OPTION SCHEME**

- 6.1 The maximum number of Shares in respect of which Options may be granted under the Scheme shall not (when aggregated with any Shares subject to any other share option scheme(s) and share award scheme(s) that involve(s) the issuance of new Shares of the Company) exceed 10 per cent. of the total number of Shares in issue on the Adoption Date (the “**Scheme Mandate Limit**”). Option lapsed in accordance with the terms of the Scheme will not be counted for the purpose of calculating the Scheme Mandate Limit.
- 6.2 Where applicable under the Listing Rules, the Company may seek approval by the shareholders of the Company in general meeting to refresh the Scheme Mandate Limit after three years from the date of Shareholders’ approval for the last refreshment (or the adoption of the Scheme), provided that: (a) the total number of Shares which may be allotted and issued upon exercise of all options to be granted under the Scheme and any other share option schemes and all awards to be granted under any share award schemes that involve the issuance of new Shares of the Group under the scheme mandate as refreshed shall not exceed 10 per cent. of the total number of the Shares in issue as at the date of approval of the refreshed scheme mandate; (b) the Company has first sent a circular to the shareholders of the Company containing the number of Options that were already granted under the existing Scheme Mandate Limit, and the reason for such refreshment; and (c) any additional refreshment within any three-year period must be approved by independent shareholders of the Company in accordance with the relevant requirement of the Listing Rules.
- 6.3 Where applicable under the Listing Rules, the Company may grant Options beyond the Scheme Mandate Limit to Participants if:- (a) the Company has first sent a circular to shareholders of the Company containing a generic description of the specified Participants in question, the number and terms of the Options to be granted to each specified Participant, the purpose of granting Options to the specified Participants with an explanation as to how the terms of the Options serve such purpose and other relevant information as required under the Listing Rules; (b) the number and terms of the Options to be granted to the specified Participant has been fixed before Shareholders’ approval; and (c) separate Shareholders’ approval has been obtained. In respect of any Options to be granted, the date of Board meeting for proposing such grant shall be taken as the date of grant for the purpose of calculating the Option Price.
- 6.4 If the Company conducts a share consolidation or sub-division after the Scheme Mandate Limit has been approved in general meeting, the maximum number of Shares that may be issued in respect of all options and awards to be granted under all of the schemes of the Company under the Scheme Mandate Limit, the respective percentage of the total number of issued Shares at the date immediately before and after such consolidation or sub-division shall remain the same.



**7.    MAXIMUM ENTITLEMENT OF EACH PARTICIPANT**

- (A) The maximum number of Shares in respect of which Options may be granted to a specifically identified single Participant under the 2023 Share Option Scheme in any 12-month period up to and including the date of such grant shall not (when aggregated with any Shares subject to any other share option scheme(s) and share award scheme(s) that involve(s) the issuance of new Shares of the Company excluding any Options lapsed in accordance with the terms of the 2023 Share Option Scheme) exceed 1 per cent. of the Shares in issue (the “**Individual Limit**”).
- (B) Where applicable under the Listing Rules, the Company may grant Options beyond the Individual Limit to a Participant at any time if:
- (a) the Company has first sent a circular to shareholders of the Company containing the identity of the Participant in question, the number and terms of the Options to be granted (and options previously granted to such Participant in the aforesaid 12-month period), the purpose of granting the Options to the Participant and an explanation as to how the terms of the Options serve such purpose;
  - (b) the number and terms of the Options to be granted to the Participant has been fixed before approval by the shareholders of the Company; and
  - (c) separate approval by the shareholders of the Company has been obtained in general meeting with the proposed Participant and his close associates (or his associates if the Participant is a connected person) abstaining from voting.

In respect of any Options to be granted, the date of Board meeting for proposing such grant shall be taken as the date of grant for the purpose of calculating the Option Price.

- (C) Where any grant is made under Rule 8.4(B), the Option Price shall be the price determined by the Board and notified to an Option-holder which shall be at least the higher of:
- (I) the closing price of the Shares as stated in the Stock Exchange’s daily quotations sheet on the date on which the offer to grant such Options is approved by the Board which must be a Business Day (for the purpose of this Rule alone, the “**Board Approval Date**”); and
  - (II) the average closing price of the Shares as stated in the Stock Exchange’s daily quotations sheets for the five Business Days immediately preceding the Board Approval Date.

The Option Price may be adjusted in accordance with Rule 10.

**8.    TIME OF EXERCISE OF OPTIONS**

Subject to the provisions in paragraphs 10 to 15 below, an Option under the 2023 Share Option Scheme which is vested and has not lapsed may be exercised at any time during such period notified by the Board as not exceeding 10 years from the Offer Date. The exercise of Options may also be subject to any conditions imposed by the Board at the time of offer (see paragraph 4 above).

**9.    NON-TRANSFERABILITY OF OPTIONS**

Except for the transmission of an Option on the death of an Option-holder to his personal representatives, neither the Option nor any rights in respect of it may be transferred, assigned or otherwise disposed of by any Option-holder to any other person. If an Option-holder transfers, assigns or disposes of any such Option or rights, whether voluntarily or involuntarily, then the relevant Option will immediately lapse.

**10.   RIGHTS ON CEASING EMPLOYMENT**

If an Option-holder ceases to be a Participant as a result of the cessation of his employment or engagement for any reason other than his death, ill health, disability or insanity or the termination of his employment or engagement on certain grounds specified in the Rules and this paragraph 10, then the Option-holder may exercise any vested Option at the date of cessation of his employment or engagement within the period of 1 month following the date of such cessation or such other period as the Board may determine. The Board shall have the discretion to decide whether any unvested Option can be exercised by such Option-holder and the time period for exercise. All Options not exercised shall lapse upon the expiry of the 1-month period or such other period as the Board may determine.

If an Option-holder ceases to be a Participant by reason of the termination of his employment or engagement on one or more grounds of misconduct or conviction of a criminal offence involving integrity or dishonesty, all Options not exercised shall lapse automatically on the date which the Option-holder ceases to be a Participant.

**11.   RIGHTS ON DEATH**

If an Option-holder ceases to be a Participant by reason of his death and none of the events which would be a ground for termination of his employment specified in the Rules and paragraph 10 above has occurred, the legal personal representative(s) of the Option-holder may exercise any vested Option within a period of 12 months from the date of his death or such other period as the Board may determine. The Board shall have the discretion to decide whether any unvested Option can be exercised by the legal personal representative(s) of such Option-holder and the time period for exercise. All Options not exercised shall lapse upon the expiry of the 12-month period or such other period as the Board may determine.

**12. RIGHTS ON A GENERAL OFFER**

If more than 50% of the votes which may ordinarily be cast on a poll at a general meeting of the Company has or will become vested in the offeror, any company controlled by the offeror or any person associated with or acting in concert with the offeror, the Board will notify every Option-holder of such event within 14 days of becoming so aware (or as soon as practicable). Each Option-holder will be entitled to exercise his vested Options during the 6-month period starting on the later of:

- (A) the date of the Board's notification to the Option-holders; and
- (B) the date on which the person making the offer obtains control of the Company.

The Options will only lapse on expiry of this 6-month period if the Board gives notice to the Option-holder before the end of the period specifying that the Options will lapse.

**13. RIGHTS ON WINDING UP**

In the event that a notice is given by the Company to its Shareholders to convene a Shareholders' meeting for the purposes of considering and, if thought fit, approving a resolution to voluntarily wind up the Company, the Company shall forthwith give notice thereof to each Participant and thereupon, every Participant shall be entitled to exercise his/her Option (if not already exercised) to its full extent or to the extent specified (such exercise to occur not later than two Business Days prior to the proposed Shareholders' meeting referred to above) by notice in writing to the Company, stating that the Option is thereby exercised and the number of shares in respect of which it is exercised, accompanied by a remittance for the full amount of the Option Price for the Shares in respect of which the notice is given, and the Company shall, as soon as possible and, in any event, no later than the day immediately prior to the date of the proposed Shareholders' meeting, allot such number of Shares to the Participant which fall to be issued pursuant to the exercise of the Option. The Company shall give notice to the Participant of the passing of such resolution within seven days after the passing thereof.

**14. REORGANISATION OF CAPITAL STRUCTURE**

In the event of a capitalisation of profits or reserves, further rights issues of Shares, consolidation or subdivision of Shares, or reduction of the share capital of the Company in accordance with applicable laws and regulatory requirements (other than an issue of any share capital as consideration in respect of a transaction), such corresponding adjustments (if any) shall be made to:

- (A) the number of Shares, the subject matter of the Option (insofar as it is unexercised); and/or
- (B) the price at which the Options are exercisable.

Any such adjustment shall be made on the basis that:

- (A) the proportion of the issued share capital of the Company rounded to the nearest whole Share to which an Option-holder is entitled after such adjustment shall remain the same as that to which he was entitled before such adjustment; and

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## **APPENDIX III      PRINCIPAL TERMS OF 2023 SHARE OPTION SCHEME**

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- (B) it will not enable any Share to be issued at less than its nominal value, or to increase the proportion of the issued share capital of the Company for which any Option-holder would have been entitled to subscribe had he exercised all the Options held by him immediately prior to such adjustments. For the avoidance of doubt, the issue of securities as consideration in a transaction may not be regarded as a circumstance requiring adjustment; and
- (C) the auditors or independent financial adviser selected by the Board (as appropriate) must confirm to the Board in writing that the adjustment satisfies the requirements of the note to Rule 17.03(13) of the Listing Rules, except where such adjustment is made on a capitalisation issue.

### **15. LAPSE OF OPTIONS**

An Option will lapse on the earliest of:

- (A) the expiry of the Option Period; or
- (B) the expiry of any of the other periods referred to in paragraphs 10, 11, 12 and 13 above; or
- (C) the expiry of 3 months following a court order sanctioning a compromise or arrangement in relation to the reconstruction of the Company or its amalgamation with another company or companies; or
- (D) the date on which a breach of paragraph 9 above is committed.

### **16. RANKING OF SHARES**

No dividends will be payable and no voting rights will be exercisable in relation to an Option that has not been exercised (including those arising on liquidation of the Company). Shares issued on the exercise of an Option will rank equally in all respects with the Shares in issue on the date of allotment. They will not rank for any rights (which include, among other things, voting rights and dividend rights) attaching to Shares by reference to a date preceding the date of allotment. The Shares subject to the 2023 Share Option Scheme are not required to be separately designated.

### **17. CANCELLATION OF OPTIONS**

Notwithstanding any other provision in the 2023 Share Option Scheme (except for the provisions in paragraph 18 below), the Board may cancel any Option (which has been granted but not yet exercised). Unless the Option-holder otherwise agrees, the Board may only cancel such Option if, at the election of the Board:

- (A) the Company pays to the Option-holder an amount equal to the fair market value of the Option at the date of cancellation as determined by the Board, after consultation with the auditors or an independent financial adviser appointed by the Board; or

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## **APPENDIX III      PRINCIPAL TERMS OF 2023 SHARE OPTION SCHEME**

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- (B) the Board offers to grant to the Option-holder replacement Options (or options under any other Scheme) of equivalent value to the Options to be cancelled, provided that the grant of such replacement Options (or options under any other Scheme) shall not cause the limits set out in paragraphs 6, 7 above and 23 below to be breached; or
- (C) the Board makes such arrangements as the Option-holder may agree to compensate him for the loss of the Option.

### **18. AMENDMENTS TO THE 2023 SHARE OPTION SCHEME AND TERMS OF OPTIONS**

Subject to the provisions of this paragraph 18, the Board may amend any of the provisions of the 2023 Share Option Scheme and the terms of any Options (including amendments in order to comply with changes in legal or regulatory requirements) at any time (but not so as to affect adversely any rights which have accrued to any Option-holders at that date) and provided that amendments which are to the advantage of present or future Option-holders and which relate to matters contained in Rule 17.03 of the Listing Rules are sanctioned by the Shareholders in general meeting.

Any amendment to the Rules which is of a material nature or any amendment to the terms and conditions of the Options granted may only be made with the approval of the Shareholders if the initial grant of the Options was approved by the shareholders of the Company save where the amendments take effect automatically under the Rules. The amended terms of the 2023 Share Option Scheme or the Options must still comply with the relevant requirements of Chapter 17 of the Listing Rules.

Any change to the authority of the Board in relation to any amendment of the Rules must be made with the approval of the Shareholders in general meeting.

### **19. TERMINATION OF THE 2023 SHARE OPTION SCHEME**

The Company, by ordinary resolution in general meeting, or the Board may terminate the 2023 Share Option Scheme at any time and in such event no further Options shall be granted under the 2023 Share Option Scheme but any Options which have been granted but not yet exercised shall continue to be valid and exercisable in accordance with the Rules.

### **20. PERIOD OF THE 2023 SHARE OPTION SCHEME**

Subject to the Board exercising its right under the Rules to terminate the 2023 Share Option Scheme, the 2023 Share Option Scheme shall be valid and effective for a period of 10 years commencing on the Adoption Date (the “**Scheme Period**”), after which period no further Options shall be offered or granted. The provisions of the 2023 Share Option Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of any Options granted prior to the expiry of the 10-year period and which are at that time or become thereafter capable of exercise under the Rules, or otherwise to the extent as may be required in accordance with the provisions of the 2023 Share Option Scheme. Options granted during the life of the Scheme shall continue to be exercisable in accordance with their terms of grant after the expiry of Scheme Period.

**21. CONDITIONS**

The 2023 Share Option Scheme shall take effect conditional upon: (A) the passing of an ordinary resolution by the Shareholders to approve and adopt the 2023 Share Option Scheme and to authorise the Board to grant Options under the 2023 Share Option Scheme and to allot and issue Shares pursuant to the exercise of any Options; and (B) the Listing Committee of the Stock Exchange granting the listing of and permission to deal in any Shares which may fall to be issued pursuant to the exercise of the Options in accordance with the terms of the 2023 Share Option Scheme.

**22. RESTRICTIONS ON THE TIME OF GRANT OF OPTIONS**

A grant of Options may not be made after a price sensitive event has occurred or a price sensitive matter has been the subject of a decision until such price sensitive information has been published in the newspapers. In particular, no Option may be granted during the period commencing one month immediately preceding the earlier of:

- (A) the date of the Board meeting for the approval of the Company's interim or annual results; and
- (B) the deadline for the Company to publish its interim or annual results announcement, and ending on the date of the results announcement.

The period during which no Option may be granted will cover any period of delay in the publication of a results announcement.

**23. RESTRICTIONS ON GRANT OF OPTIONS TO DIRECTORS, CHIEF EXECUTIVES OR SUBSTANTIAL SHAREHOLDERS ETC.**

Each grant of Options to a Participant who is a Director, chief executive or Substantial Shareholder of the Company, or any of their respective associates, under the 2023 Share Option Scheme must be approved by the Independent Non-Executive Directors of the Company (excluding any Independent Non-Executive Director who is the proposed grantee of the Options).

Where any grant of Options to a Substantial Shareholder or an Independent Non-Executive Director 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 already granted (excluding any Options and awards lapsed in accordance with the terms of the Scheme) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue, such further grant of Options by the Board must be approved by the shareholders of the Company in general meeting and whereby the Company must have sent a circular to the shareholders of the Company (the vote on such approval to be taken on a poll). The grantee, his/her associates and all core connected persons of the Company must abstain from voting in favour at such general meeting.

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## **APPENDIX III      PRINCIPAL TERMS OF 2023 SHARE OPTION SCHEME**

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A Shareholders' circular must be prepared by the Company explaining the proposed grant, disclosing details of the number and terms of the Options to be granted to each Participant which must be fixed before the shareholders' meeting and containing the views from the Independent Non-Executive Directors (excluding any Independent Non-Executive Director who is the grantee of the Option) as to whether the terms of the grant are fair and reasonable and whether such grant is in the interests of the Company and its shareholders as a whole, and their recommendation to the independent shareholders of the Company as to voting and any other information as required under the Listing Rules.

Any change in the terms of Options granted to Substantial Shareholders or Independent Non-Executive Directors or any of their respective associates must be approved by the Shareholders in general meeting and the grantee, his/her Associates and all core connected person of the Company must abstain from voting in favour of the resolution to approve such amendment.

### **24. ADMINISTRATION**

The Board will have responsibility for administering the 2023 Share Option Scheme. There are no trustees appointed for the purposes of the 2023 Share Option Scheme.

~~China Dynamics (Holdings) Limited~~  
~~Ev Dynamics (Holdings) Limited~~

AMENDED AND RESTATED RULES RELATING TO  
THE SHARE AWARD PLAN

~~I, Cheung Ngan, the executive director of China Dynamics (Holdings) Limited, hereby certify that the rules of the Share Award Plan hereto attached were approved by the Company by resolutions passed by the board of directors of the Company at a meeting held on \_\_\_\_\_ 2019, and that the date below is the “Adoption Date” as defined in such rules:~~

~~Adoption Date:~~ 8 May 2019

\_\_\_\_\_  
Name     ÷   Cheung Ngan  
Position ÷   Executive director

*(Adopted by way of resolutions passed by the board of directors of the Company on 8 May 2019)*  
*(Amended by shareholders’ resolutions of the company on 29 August 2023)*



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**APPENDIX IV                      AMENDMENTS TO 2019 SHARE AWARD PLAN**

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# APPENDIX IV AMENDMENTS TO 2019 SHARE AWARD PLAN

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Plan, except where the context otherwise requires, the following expressions have the following meanings:

**“2023 Share Option Scheme”** the share option scheme proposed by the Board subject to the approval by the Shareholders at the annual general meeting of the Company dated 29 August 2023.

**“Adoption Date”** the date on which this Plan is adopted by the Board.

**“associates”** shall bear the meaning ascribed thereto in the Listing Rules.

**“Award”** a provisional award of the Awarded Shares made in accordance with paragraph 3.

**“Award Notice”** the notice to be sent to the Trustee upon the making of an Award containing the particulars referred to in paragraph 3.4.

**“Awarded Share(s)”** the Share(s) provisionally awarded to a Selected Participant pursuant to an Award which shall be identical to all existing issued Shares and shall be allotted and issued subject to all the provisions of the Bye-Laws of the Company for the time being in force and will rank pari passu with the other fully paid Shares in issue. LR17.03 (15)

**“Board”** the board of directors of the Company.

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

**“Bye-laws”** the bye-laws of the Company as adopted or amended from time to time.

**“close associates”** has the meaning given in the Listing Rules.

**“Company”** Ev Dynamics (Holdings) Limited (formerly known as China Dynamics (Holdings) Limited)), a company incorporated in Bermuda with limited liability whose shares are listed on the main board of the Stock Exchange (stock code: 476).

**“Connected Person”** shall have the meaning ascribed thereto under the Listing Rules.

**“core connected person”** has the meaning given in the Listing Rules.

**“Directors”** the director(s) of the Company.

**“Earliest Vesting Date”** shall have the meaning ascribed thereto in paragraph 3.4(C).

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## APPENDIX IV AMENDMENTS TO 2019 SHARE AWARD PLAN

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<b>“Eligible Participant”</b>	any person belonging to the following classes of participants:	LR17.03(2)
	(a) any employee (whether full time or part time, including any executive director but excluding any non-executive director) of the Company, any Subsidiary <del>or any Invested Entity</del> (an “Employee”); <u>and</u>	LR17.03A(1)(c)
	(b) any non-executive directors (including independent non-executive directors) of the Company, any Subsidiary <del>or any Invested Entity</del> ;	
	<del>(c)</del>	
	and, for the purposes of this Plan, the Award may be made to any company wholly owned by one or more of the above participant.	
<b>“Excluded Participant”</b>	any person who is resident in a place where the award of the Awarded Shares and/or the vesting and transfer of Shares pursuant to the terms of the Plan is not permitted under the laws and regulations of such place or where in the view of the Board or the Trustee (as the case may be) compliance with applicable laws and regulations in such place make it necessary or expedient to exclude such person.	LR17.03A(1)(c)Note
<b>“Further Shares”</b>	Shares purchased or subscribed by the Trustee out of net proceeds of sale of non-cash and non-scrip distributions declared and distributed by the Company in respect of Shares held upon the trust constituted by the Trust Deed.	
<b>“Group”</b>	the Company and the Subsidiaries.	
<b>“Group Contribution”</b>	such contribution in the form of money or otherwise made by the Company or any of its Subsidiaries.	
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China.	
<del><b>“Invested Entity”</b></del>	<del>any entity in which any member of the Group holds any equity interest.</del>	

<b><u>“Listing Committee”</u></b>	<u>the listing sub-committee of the board of directors of the Stock Exchange.</u>
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time.
<b>“Max New Shares Threshold”</b>	shall have the meaning ascribed thereto in paragraph 7.2.
<b>“New Shares”</b>	shall have the meaning ascribed thereto in paragraph 4.1(B).
<b>“Old Shares”</b>	shall have the meaning ascribed thereto in paragraph 4.1(A).
<b>“Other Distributions”</b>	shall have the meaning ascribed thereto in paragraph 5.2(A), as extended by paragraph 5.2(D).
<b>“Overall <u>Scheme</u> Limit”</b>	shall have the meaning as set out in paragraph 7.1.
<b>“Partial Lapse”</b>	shall have the meaning as set out in paragraph 6.3.
<b>“Personal Representative(s)”</b>	the person or persons who, in accordance with the laws of succession applicable in respect of the death of a Selected Participant, is or are entitled to the Awarded Shares to be vested in such Selected Participant.
<b>“Plan”</b>	this share award plan constituted by the rules hereof, in its present form or as may be altered from time to time in accordance with paragraph 10.
<b>“Remuneration Committee”</b>	the remuneration committee of the Board for the time being.
<b>“Residual Cash”</b>	being cash remaining in the trust fund in respect of an Awarded Share (including interest income derived from deposits maintained with licensed banks in Hong Kong, and sale proceeds which have not been applied in the acquisition of Further Shares).
<b>“Returned Shares”</b>	such Awarded Shares which are not vested and/or which are forfeited, and are being treated as “Returned Shares” pursuant to paragraphs 3.9 and 6, or such Shares being deemed to be Returned Shares pursuant to paragraph 8.2(D).
<b><u>“Schemes”</u></b>	<u>this Plan and all other share schemes of the Company (including the 2023 Share Option Scheme) in its present or any amended form.</u>

<b>“Selected Participant”</b>	any Eligible Participant for whom Shares have been provisionally set aside pursuant to an Award or (where the context so permits and as referred to in paragraph 5.3) his Personal Representative.
<b>“Shareholder(s)”</b>	the registered holder(s) of Share(s).
<b>“Shares”</b>	ordinary shares of HK\$0.01 each in the capital of the Company, or if there has been a sub-division, consolidation, reclassification or reconstruction or reduction or reorganisation of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company as shall result from any of such sub-division, consolidation, re-classification or re-construction or reduction or reorganisation.
<b>“Share Pool”</b>	shall have the meaning ascribed to it in paragraph 4.1.
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited.
<b>“Subsidiary”</b>	a company which is for the time being and from time to time a subsidiary (within the meaning of Division 4 of Part 1 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere.
<b>“Total Lapse”</b>	shall have the meaning as set out in paragraph 6.2.
<b>“Trust Deed”</b>	the trust deed dated <u>8 May 2019 as amended and restated on 29 August 2023</u> and entered into by the Company as settlor and the Trustee as trustee in respect of Shares and other trust fund (if any) held or to be held by the Trustee subject to the terms thereof, as amended from time to time.
<b>“Trustee”</b>	<u>Trior Trust (Hong Kong) Limited, formerly named as Acheson Limited</u> , or such other trustee or trustees as shall be appointed pursuant to and in accordance with the terms of the Trust Deed.
<b>“Vesting Date”</b>	in relation to any Selected Participant, the date on which the legal and beneficial ownership of the Awarded Shares are vested in such Selected Participant pursuant to an Award as referred to in paragraph 5.1.
<b>“Vesting Period”</b>	in relation to any Selected Participant, the period commencing on the date on which the Awarded Shares have been provisionally set aside pursuant to an Award to such Selected Participant as referred to in paragraph 4.1 and ending on the Vesting Date (both dates inclusive).

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## APPENDIX IV                      AMENDMENTS TO 2019 SHARE AWARD PLAN

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“%”

per cent.

1.2 In these rules:

- (A) the headings are for ease of reference only and shall be ignored in construing these rules of the Plan;
- (B) references to paragraphs or sub-paragraphs are references to paragraphs or sub-paragraphs hereof;
- (C) words importing the singular include the plural and vice versa;
- (D) words importing one gender include both genders and the neuter and vice versa;
- (E) references to persons include bodies corporate and unincorporated;
- (F) references to any statutory provisions or rules prescribed by any statutory bodies shall include the same as from time to time amended, consolidated and re-enacted; and
- (G) references to any statutory body shall include the successor thereof and any body established to replace or assume the functions of the same.

### **2. PURPOSES, ADMINISTRATION AND DURATION**

2.1 The purpose of the Plan is, through an award of Shares, to:

LR17.03(1)

- (A) recognise and reward the contribution of certain Eligible Participants to the growth and development of the Group and to give incentives thereto in order to retain them for the continual operation and development of the Group; and
- (B) to attract suitable personnel for further development of the Group.

2.2 The Plan shall be subject to the administration of the Board whose decisions on all matters arising in relation to the Plan or its interpretation or effect shall be final, conclusive and binding on all persons who may be affected thereby, provided that such administration shall not prejudice (i) the powers of the Trustee as provided under the Trust Deed; and (ii) the powers of the Remuneration Committee on recommending and/or deciding (on and subject to the terms and conditions provided under this Plan) the selection of the Selected Participants, the number of Awarded Shares to be awarded to the respective Selected Participants and other related matters as expressly provided under this Plan.

2.3 A Selected Participant shall ensure that the acceptance, vesting and the holding of any Awarded Shares under the Plan and the exercise of all rights attaching thereto are valid and comply with all laws, legislation and regulations including all applicable exchange control, fiscal and other laws to which he is subject. The Board may, as a condition precedent of making an Award, require an Eligible Participant to produce such evidence as it may reasonably require for such purpose.

## APPENDIX IV AMENDMENTS TO 2019 SHARE AWARD PLAN

2.4 Subject to paragraph 11, the Plan shall be valid and effective for a term of 10 years commencing from the Adoption Date, and after the expiry of such 10-year term no further Awards may be made but these rules of the Plan shall remain in full force and effect to the extent necessary to give effect to any Awards made prior thereto and the administration of the trust property held by the Trustee pursuant to the Trust Deed. LR17.03 (11)

### 3. AWARD OF SHARES

3.1 The Board shall, subject to and in accordance with these rules of the Plan, be entitled (but shall not be bound) to, at any time during the continuation of the Plan, make an award (the “**Award**”) out of the Share Pool to any of the Eligible Participants (excluding any Excluded Participant) such number of issued Shares, fully paid or credited as fully paid, as the Board shall, subject to paragraph 7, determine pursuant to these rules of the Plan. For the avoidance of doubt until so selected, no Eligible Participant shall be entitled to participate in the Plan.

3.2 Without prejudice to paragraph 4.2, the making of an Award to any Connected Person shall be subject to compliance by the Company of the applicable requirements under the Listing Rules. LR17.04

3.3 The eligibility of any of the Eligible Participants to an Award shall be determined by the Board from time to time on the basis of the Board’s opinion as to his contribution and/or future contribution to the development and growth of the Group. LR17.03(2)  
LR17.03A(2)

In assessing the eligibility of any Eligible Participant, the Board and the Remuneration Committee will consider all relevant factors as appropriate, including, among others, in respect of Employees or directors of the Company, or any Subsidiary:

- (a) his skills, knowledge, experience, expertise and other relevant personal qualities;
- (b) his contribution made or expected to be made to the growth of the Group;
- (c) his educational and professional qualifications, and knowledge in the industry;
- (d) the period of engagement or employment of the Eligible Participant by the Group; and
- (e) the number, scale and nature of the projects in which the Participant is involved.

3.4 The Board shall notify the Trustee by a notice in writing (the “**Award Notice**”) upon the making of an Award under the Plan and, in the Award Notice, the Board shall specify the following:

- (A) the name, address, identity card (or, as the case may be, passport) number and position of the relevant Selected Participant;

## APPENDIX IV AMENDMENTS TO 2019 SHARE AWARD PLAN

- (B) the number of Awarded Shares provisionally awarded to the relevant Selected Participant pursuant to such Award;
- (C) the earliest date (the “**Earliest Vesting Date**”) and other subsequent date(s), if any, on which the Trustee may vest the legal and beneficial ownership of the Awarded Shares (or the relevant portions thereof) in the relevant Selected Participant which shall be a date not less than 12 months from the date of acceptance of the Award by the relevant Selected Participant unless otherwise permitted under the Listing Rules under paragraph 5.4; LR17.03(6)  
LR17.03F
- (D) the condition(s) and/or performance target(s), if any, that must be achieved by the relevant Selected Participant before any of the Awarded Shares may be transferred to and vested in such Selected Participant under such Award; LR17.03(7)
- (E) whether the Awarded Shares or any part thereof should be acquired by subscription, purchase of Shares and/or whether the Awarded Shares or any part thereof should be satisfied by applying any Returned Share(s), and in the case of subscription, the subscription price therefor; LR17.03(8)
- (F) in its absolute discretion the amount (if any) payable on application or acceptance of an Award and the period within which any such payments must be made; LR17.03(8)
- (G) the clawback mechanism for the Company to recover or withhold any Award granted to any Selected Participants in the event of serious misconduct, a material misstatement in the Company’s financial statements or other special circumstances, or, if none, a negative statement to that effect; and LR17.03(18)
- (H) such other terms and conditions of such Award as may be imposed by the Board as are not inconsistent with these rules of the Plan and the Trust Deed on either the Trustee (with the prior written consent of the Trustee unless the same has already been provided for in the Trust Deed) and the relevant Selected Participant, or any of them before the Awarded Shares may be transferred to and vested in such Selected Participant.
- 3.5 The Board shall notify the Selected Participant in writing after an Award has been provisionally made to such Selected Participant and the notice shall contain substantially the same information as that set out in the Award Notice provided that nothing contained in such notice shall be construed as conferring any rights, interests, benefits and title to and in the Awarded Shares on such Selected Participant before the vesting of the legal and beneficial ownership of such Awarded Shares in the Selected Participant in accordance with these rules of the Plan. An Award shall be deemed to be irrevocably accepted by a Selected Participant unless the Selected Participant shall within five (5) Business Days after receipt of such notice from the Board notify the Company in writing that he would decline to accept such Award.
- 3.6 For so long as the Shares are listed on the Stock Exchange:
- (A) an Award or, as the case may be, any instruction of the Board to the Trustee to acquire Shares for the purpose of increasing the Shares in the Share Pool may not be made or given when inside information has come to the Company’s knowledge until such inside information has been published in accordance with the Securities and Futures Ordinance; and



- (B) the Board may not make any Award to any Eligible Participant or give any instruction to the Trustee to acquire Shares for the purpose of increasing the Shares in the Share Pool during the periods or times in which the Directors are prohibited from dealing in Shares pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company (the “**Model Code**”). In particular, during the period preceding the publication of financial results in which the Directors are prohibited from dealing in Shares pursuant to the Model Code and up to the date of publication of the relevant financial results, no Award may be made and no instruction may be given by the Board to the Trustee to acquire Shares for the purpose of increasing the Shares in the Share Pool.
- 3.7 The Board may from time to time, at its discretion, determine the Earliest Vesting Date and other subsequent date(s), if any, upon which the Awarded Shares held by the Trustee upon trust and which are referable to a Selected Participant shall vest in that Selected Participant.
- 3.8 Notwithstanding the provisions of paragraph 3.7, but subject to paragraph 6.2, at any time prior to a Vesting Date, unless the Board otherwise determines, in respect of a Selected Participant who died, all the Awarded Shares of the Selected Participant shall be deemed to be vested on the Selected Participant on the day immediately prior to his death.
- 3.9 Subject to paragraph 5.3, in the event of the death of a Selected Participant, the Trustee shall hold the vested Awarded Shares (hereinafter referred to as “**Benefits**”) upon trust and to transfer the same to the Personal Representative(s) of the Selected Participant, and the Trustee shall hold the Benefits or so much thereof as shall not have been transferred or applied under the foregoing powers within:
- (A) two years of the death of the Selected Participant (or such longer period as the Trustee and the Board shall agree from time to time) or
- (B) the Trust Period (as defined in the Trust Deed), (whichever is the shorter) upon trust to transfer the same to the Personal Representative(s) of the Selected Participant (as notified by the Board in writing together with a copy of the death certificate of such Selected Participant or such other documents or evidence of death of such Selected Participant as may be reasonably required by the Trustee, whereupon the Trustee shall be discharged from all duties and liabilities in respect of the Selected Participant) or, if the Benefits would otherwise become *bona vacantia*, the Benefits shall be forfeited and cease to be transferable and such Benefits shall be held as Returned Shares for the purposes of the Plan. Notwithstanding the foregoing, the Benefits held upon the trusts hereof shall until transfer is made in accordance herewith be retained and otherwise dealt with by the Trustee in every way as if they had remained part of the trust fund of the trust constituted by the Trust Deed.

## APPENDIX IV AMENDMENTS TO 2019 SHARE AWARD PLAN

- 3.10 An Award shall be personal to the Selected Participant and shall not be transferable or assignable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any security or adverse interest whatsoever in favour of any third party over or in relation to an Award or enter or purport to enter into any agreement to do so. Any breach of the foregoing by any Selected Participant shall entitle the Company to cancel the Award made to such Selected Participant. LR17.03(10), (17)  
LR17.03(14)
- 3.11 Each grant of Award to a Selected Participant who is a Director, chief executive or substantial shareholder of the Company, or any of their respective associates, under the Plan must be approved by the independent non-executive Directors of the Company (excluding any independent non-executive Director who is the proposed grantee of the Awards). LR17.04(1)
- 3.12 Where any grant of Awards to a substantial shareholder or an independent non-executive Director 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 already granted (excluding any options and Awards lapsed in accordance with the terms of the Schemes) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue, such further grant of Awards must be approved by the Shareholders in general meeting (the vote on such approval to be taken on a poll) and whereby the Company must have sent a circular to the Shareholders. The grantee, his/her associates and all core connected persons of the Company must abstain from voting in favour at such general meeting. The Company must comply with the requirements under the Listing Rules. LR17.04(3)  
LR17.04(4)
- 3.13 The circular to Shareholders referred to paragraph 3.12 must contain details of the proposed grant, disclosing details of the number and terms of the Awards to be granted to each Selected Participant which must be fixed before the Shareholders' meeting and containing the views from the independent non-executive Directors (excluding any independent non-executive Director who is the proposed grantee of the Award) as to whether the terms of the grant are fair and reasonable and whether such grant is in the interests of the Company and its Shareholders as a whole, and their recommendation to the independent Shareholders as to voting and any other information as required under the Listing Rules. LR17.04(5)
- 3.14 A grant of Awards may not be made after a price sensitive event has occurred or a price sensitive matter has been the subject of a decision until such price sensitive information has been published. In particular, during the period commencing one month immediately preceding the earlier of: LR17.05
- (A) the date of the board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for the approval of the Company's interim or annual results; and
- (B) the deadline for the Company to publish its interim or annual results announcement under the Listing Rules,
- and ending on the date of the results announcement, no Award may be granted. The period during which no Award may be granted will cover any period of delay in the publication of a results announcement.

**4.    POOL OF AWARDED SHARES**

4.1 The Trustee shall hold and maintain a pool of Shares (the “**Share Pool**”) comprising the following:

- (A) such Shares as may be purchased by the Trustee on the Stock Exchange or off the market in accordance with paragraph 4.2 (the “**Old Shares**”), but subject to the limitations set out in paragraph 7;
- (B) such Shares as may be subscribed for by the Trustee in accordance with paragraph 4.2 (the “**New Shares**”), but subject to the limit set out in paragraph 7;
- (C) such Shares as may be allotted or issued to the Trustee as a holder of Shares, whether by way of scrip dividend or otherwise; and/or
- (D) the Returned Shares.

LR17.03(10)

Upon the receipt of an Award Notice, the Trustee shall set aside from the Share Pool the Awarded Shares provisionally awarded to the Selected Participant to whom such Award Notice relates. The Trustee shall hold the Awarded Shares so set aside during the Vesting Period on the terms of the Trust Deed.

4.2 In forming the Share Pool,

- (A) At any time during any particular financial year, the Board, after having regard to all relevant circumstances and affairs of the Group (including without limitation the Group’s business and operational conditions, its business plans and cashflow requirements currently and in the near future, the price of Shares on the Stock Exchange, the trading volume and liquidity of the Shares on the Stock Exchange which may be affected by the acquisition of Shares to satisfy the Award, the potential dilution of existing Shareholders’ interests in the Company’s share capital and how the interests of the Shareholders as a whole will best be served by the issue of Shares as may be purchased or subscribed), may from time to time cause to be paid to the Trustee from the Company’s resources such amount of moneys which may be utilised by the Trustee to purchase and/or subscribe for Shares which will constitute part of the Share Pool.
- (B) Subject to paragraph 4.2(D), within 30 Business Days on which the trading of the Shares has not been suspended (or such longer period as the Trustee and the Board may agree from time to time having regard to the circumstances of the purchase concerned) after receiving (a) the Group Contribution; or (b) any Other Distributions; or (c) any proceeds arising from such sales as mentioned in paragraphs 5.2(B) and 5.2(F), the Trustee shall apply the same towards the purchase of the maximum number of board lots of Shares or the Further Shares, respectively at the prevailing market price (subject to such maximum price as may be from time to time prescribed by the Board). In the event that the Trustee effects any purchases by off-market transactions, the purchase price for such purchases shall not be higher than the lower of the following: (i) the closing market price on the date of such purchase, and (ii) the average closing market price for the five (5) preceding trading days on which the Shares were traded on the Stock Exchange.

LR17.03(9)

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## APPENDIX IV AMENDMENTS TO 2019 SHARE AWARD PLAN

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- (C) Where any Award is specified to be satisfied by an allotment and issue of new Shares to the Trustee, such allotment and issue should only be made upon fulfillment of the following conditions:
- (a) the Company having obtained Shareholders' approval in general meeting under general mandate or specific mandate to authorise the Directors to allot and issue new Shares provided that:
    - (i) the total number of Shares to be allotted and issued to the Trustee under this Plan shall not exceed the limit specified in paragraph 7; and
    - (ii) where any Award is proposed to be made to a Connected Person and the relevant Award of the Awarded Shares is to be satisfied by an allotment and issue of new Shares, the Award shall be separately approved by the Shareholders in general meeting with such Connected Person and his associates abstaining from voting and shall comply with all other requirements of Chapter 14A of the Listing Rules applicable to such Award; and
  - (b) the Listing Committee of the Stock Exchange having granted the listing of and permission to deal in the Shares which may be allotted and issued by the Company to the Trustee pursuant to this Plan.
- (D) Where any Award is proposed to be satisfied by an allotment and issue of new Shares to the Trustee, the Board shall notify the Trustee in writing upon the satisfaction of the conditions referred to in paragraphs 4.2(C)(a) and (b) and, subject to paragraph 4.3, the Board shall instruct the Trustee in writing to apply to, and the Trustee shall within ten (10) Business Days after actual receipt of such instruction apply to, the Company for the allotment and issue of the appropriate number of new Shares. Subject to the Company's approval, the Trustee may apply any Group Contribution, Other Distributions or any proceeds arising from such sales as mentioned in paragraphs 5.2(B) and 5.2(F) as payment for subscription of such new Shares. Alternatively, the Company may notify the Trustee that the Company shall be responsible for and shall directly arrange for satisfaction of the consideration payable for subscription of such new Shares. If the conditions referred to in paragraphs 4.2(C)(a) and (b), or any of them, cannot be satisfied, the Board shall forthwith notify and instruct the Trustee and pay or procure to be paid the Group Contribution to the Trustee. Upon the receipt of the instruction and Group Contribution from the Board, the Trustee shall, subject to paragraph 4.3, satisfy any shortfall, actual or contingent, in the Awarded Shares by purchasing the relevant number of Shares on the Stock Exchange in accordance with paragraph 4.2(B), provided that if any Award is proposed to be made to a Connected Person, any allocation of funds by the Company to the Trustee for this purpose shall satisfy all applicable requirements of Chapter 14A of the Listing Rules.

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(E) If:

- (i) the Group Contribution received by the Trustee have been applied for purchases of and/or subscriptions for such number of Shares which reaches the maximum number of issued Shares as provided under paragraph 7; or
- (ii) there are any excess Group Contribution after all the said purchases and/or subscription,

the excess Group Contribution shall be returned by the Trustee to the Company as soon as reasonably practicable after completion of all such purchases and/or subscription.

(F) For the avoidance of doubt, Shares purchased and/or subscribed for under this paragraph 4.2 shall form part of the capital of the trust fund of the trust constituted by the Trust Deed.

4.3 If any proposed purchase of or, as the case may be, subscription for Shares under paragraph 4.2 shall fall on any day on which the Directors are restricted from making any Award or giving any instruction as referred to in paragraph 3.6, the Trustee shall not effect the relevant purchase and/or subscription. The Trustee shall notify the Board in writing at least three (3) Business Days in advance of a proposed date of purchase and/or subscription under paragraph 4.2 and the Board shall instruct the Trustee in writing at least two (2) Business Days prior to such proposed date of purchase and/or subscription if such purchase and/or subscription has to be postponed by reason of this paragraph 4.3, whereupon such purchase and/or subscription shall be postponed to such date as notified by the Board in writing (and in case the Shares are not traded on the Stock Exchange on such date, the next Business Day on which the Shares are traded on the Stock Exchange).

### **5. VESTING OF THE AWARDED SHARES**

LR17.03(6)

5.1 Subject to paragraphs 5.2(E) and 6, the Trustee shall transfer to and vest in any Selected Participant the legal and beneficial ownership of the Awarded Shares to which such Selected Participant is entitled under the relevant Award as soon as practicable after the latest of:

(A) the Earliest Vesting Date as specified in the Award Notice to which such Award relates;

(B) the receipt by the Trustee of the requisite information and documents stipulated by the Trustee; and

~~(B)~~(C) where applicable, the date on which the condition(s) and/or performance target(s) (if any) to be attained or paid by such Selected Participant as specified in the related Award Notice have been attained or paid and notified to the Trustee by the Board in writing.

LR17.03(7)

5.2 During the Vesting Period:

- (A) any dividends and other distributions (the “**Other Distributions**”) declared and made in respect of any Awarded Shares shall belong to the Trustee and the relevant Selected Participant shall not have any right whatsoever in such Other Distributions in respect of any Awarded Shares. Such Other Distributions shall be applied to subscription for and/or purchase of Shares in accordance with paragraph 4.2 and, upon termination of the Plan, shall be treated and dealt with as income of the trust fund under the Trust Deed generally; LR17.03(10)
- (B) if the Company offers to Shareholders new Shares or other securities for subscription by way of rights, options or warrants and no amount is required to be payable by the Shareholders for such rights, options or warrants, the Trustee may (at the Trustee’s absolute discretion, after consulting and taking into account the views of the Board and the resources which the Trustee has in respect of the Plan) (i) sell any nil-paid rights, options or warrants allocated to it in respect of the Awarded Shares held by the Trustee if there is an open market for such rights, options or warrants, or (ii) take steps to exercise such nil-paid rights, options or warrants by applying the Group Contribution in the form of cash then held by the Trustee. The net proceeds of such sale (if so sold) shall be applied to subscription for and/or purchase of Shares in accordance with paragraph 4.2 and, upon termination of the Plan, shall be treated and dealt with as income of the trust fund under the Trust Deed generally. For the avoidance of doubt, no Selected Participants shall have any right to, or interest in, any nil-paid rights, options or warrants (or the underlying Shares, or the proceeds of sale of any such nil-paid rights, options or warrants) allocated under such offer, or any Shares arising from the exercise of such nil-paid rights, options or warrants;
- (C) if the Company offers to the Shareholders new shares or other securities for subscription by way of rights, options, warrants or other open or preferential offer and consideration is required to be paid for the taking up and/or the exercise of such rights, options, warrants or open or preferential offer, the Trustee may (at the Trustee’s absolute discretion, after consulting and taking into account the views of the Board and the resources which the Trustee has in respect of the Plan) (i) decline to take up, purchase and/or subscribe for such rights, options, warrants or open or preferential offer, or (ii) take steps to take up, purchase and/or subscribe (in whole or in part) for such rights, options, warrants or open or preferential offer by applying the Group Contribution in the form of cash then held by the Trustee. For the avoidance of doubt, no Selected Participants shall have any right to, or interest in, any such offer;
- (D) without prejudice to paragraph 5.2(A) above, with respect to any dividends declared by the Company and in connection with which the Company allows its Shareholders to elect to receive Shares in lieu of cash (as provided for in the relevant announcement and/or circular of the Company), then in respect of the Awarded Shares provisionally set aside for any Selected Participant which have not vested, the Trustee (after consulting the Board) shall have the right (in its absolute discretion) to determine whether it shall elect to receive Shares in lieu of cash or cash in respect of such dividends, and any such scrip dividend or cash dividend so elected and received by the Trustee shall be treated as and constitute Other Distributions referred to in paragraph 5.2(A). For the avoidance of doubt, no Selected Participants shall have any right to give any direction to, or make any claim against, the Trustee in relation to the making of the said election; LR17.03(10)

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(E) if a general or partial offer, whether by way of takeover offer, share repurchase offer or scheme of arrangement or otherwise in like manner is made to all the Shareholders (or all Shareholders other than the offeror, any persons controlled by the offeror and any persons acting in association or concert with the offeror), and such offer becomes or is declared unconditional prior to the vesting of the Awarded Shares in the relevant Selected Participants pursuant to paragraph 5.1, the Selected Participant shall be entitled to be vested with all of his Awarded Shares at any time before the expiry of the period of seven (7) Business Days following the date on which the offer becomes or is declared unconditional;

(F) with respect to any non-cash distributions made by the Company to its Shareholders, the Trustee shall, to the extent that it considers it practicable, endeavour to sell all such non-cash distributions received by it in respect of the Shares held by it. The aggregate net proceeds of such sale may be applied by the Trustee to subscribe for and/or purchase Shares pursuant to paragraph 4.2 and/or to cover the costs and expenses of the Trustee in the performance of its duties under the Trust Deed.

5.3 In the event that a Selected Participant dies prior to the Vesting Date of the Award relating to such Selected Participant, and such Award has not lapsed or been cancelled by reason of paragraphs 3.8 or 6, the Awarded Shares under such Award shall be held by the Trustee on behalf of the Personal Representative(s) of such Selected Participant and the Trustee shall transfer to such Personal Representative(s), as notified by the Board in writing together with a copy of the death certificate of such Selected Participant or such other documents or evidence of death of such Selected Participant as may be reasonably required by the Trustee, such Awarded Shares within a reasonable time after the receipt by the Trustee of the aforesaid documents, whereupon the Trustee shall be discharged from all duties and liabilities in respect of such Selected Participant.

5.4 The Vesting Period shall not be less than 12 months.

LR17.03F

### **6. LAPSE OF AWARDS, RETURNED SHARES AND VESTING DIRECTIONS**

LR17.03(12), (14)

6.1 In the event that any Selected Participant who is an Employee ceases to be an Employee by virtue of a corporate reorganisation of the Group ~~or the Invested Entity~~, then any Award made to such Selected Participant shall forthwith lapse and be cancelled.

6.2 In the event:

(i) a Selected Participant ceases to be an Employee other than for reason as provided in paragraph 3.8, or

(ii) where an Award is made to a wholly-owned company of a Selected Participant who is an Employee, such company ceases to be wholly-owned by such Selected Participant while he remains an Employee; or

- (iii) the Subsidiary or Invested Entity by which a Selected Participant is employed or, in respect of a deceased Selected Participant under paragraph 3.8, was employed immediately prior to his death, ceases to be a Subsidiary ~~or Invested Entity~~ of the Company (or of a member of the Group), or
- (iv) the Board at its absolute discretion determines in respect of a Selected Participant (other than a Selected Participant who is an Employee) that:
  - (a) the Selected Participant or his associate has committed any breach of any contract entered into between the Selected Participant or his associate on one part and any member of the Group ~~or any Invested Entity~~ on the other part as the Board may in its absolute discretion determine; or
  - (b) the Selected Participant has committed any act of bankruptcy or has become insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made any arrangement or composition with his creditors generally; or
  - (c) the Selected Participant could no longer make any contribution to the growth and development of any member of the Group ~~or the Invested Entity~~ by reason of the cessation of its relationship with the Group ~~or its Invested Entity~~ or by any other reasons whatsoever; or
- (v) an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company),

(each of the above, an event of “**Total Lapse**”)

the Award shall automatically lapse forthwith and all the Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Plan.

- 6.3 In the event (i) a Selected Participant is found to be an Excluded Participant or (ii) (subject to paragraph 3.9) a Selected Participant fails to return duly executed transfer documents prescribed by the Trustee (or such later date as may be determined by the Trustee at its sole and absolute discretion having to all relevant circumstances) for the relevant Awarded Shares within the stipulated period set out in the direction form sent pursuant to paragraph 6.4(A) (whether in the ordinary vesting pursuant to the vesting timetable made pursuant to paragraph 3.7 or on such other dates as provided in or determined in accordance with these rules of the Plan) (each of these, an event of “**Partial Lapse**”), the relevant part of an Award made to such Selected Participant shall automatically lapse forthwith and the relevant Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Plan.



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- 6.4 Prior to the Vesting Date, except (i) in the circumstances as set out in paragraph 3.8 in respect of the death of a Selected Participant, or (ii) a Total Lapse,
- (A) the Trustee will send to the relevant Selected Participant (via the Company) a direction form together with such prescribed transfer documents and checklist of information and/or documents which require the Selected Participant and/or the Company (whichever is applicable) to execute and/or provide to effect the transfer and/or sale of the Awarded Shares on or as soon as practicable after the relevant Vesting Date;
  - (B) subject to the receipt by the Trustee of the completed direction form and prescribed transfer documents and requisite information and/or documents prescribed by the Trustee and duly signed by the Selected Participant within the period stipulated in the direction form referred to in paragraph 6.4(A) hereof, and a confirmation from the Company that all vesting conditions having been fulfilled, the Trustee will as soon as practicable effect transfer of the relevant Awarded Shares to the relevant Selected Participant and/or sell the relevant Awarded Shares and remit the relevant net sales proceeds to the Company for distribution to the relevant Selected Participant.
- 6.5 The Trustee shall hold Returned Shares exclusively for the benefit of all or one or more of the Eligible Participants (excluding any Excluded Participants) as the Board shall in its absolute discretion at any time determine and select in writing as the Selected Participant(s).
- 6.6 In the event the Selected Participant has elected for sale of the vested Awarded Shares in the direction form referred to in paragraph 6.4(A) hereof, the sale of such vested Awarded Shares shall be satisfied by the Trustee by selling the relevant Awarded Shares on the Stock Exchange at the then prevailing market price by way of market order. After the sale of the vested Awarded Shares is completed, the Trustee shall as soon as practicable remit the sales proceeds to the Selected Participant (or where applicable his Personal Representative) after deducting the applicable stamp duty, withholding tax, brokerage fee, levies and such other expenses required for the completion of the sale of such Awarded Shares. The said transfer/remittance of the sales proceeds to the Selected Participant may be satisfied by the Trustee by transferring/remitting the sale proceeds to the Settlor for its distribution to the Selected Participant.
- 6.7 In the event that vested Awarded Shares of a number of Selected Participants (or where applicable Personal Representative(s)) are sold by the Trustee as a batch, for the purposes of determining the net proceeds of each Selected Participant (or where applicable his Personal Representative), the calculation of the sales proceeds and the relevant expenses (including without limitation stamp duty, withholding tax, brokerage fee and levies) which are common to all of the Selected Participant (or where applicable Personal Representative(s)) shall be based on and with reference to the aggregate sales proceeds and aggregate common expenses. The Trustee shall provide to each Selected Participant (or where applicable his Personal Representative) and the Settlor an account of the net sales proceeds remitted to the relevant Selected Participant (or where applicable his Personal Representative) within a reasonable time after the relevant sale.

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### 7. SCHEME LIMIT

- 7.1 The total number of Shares (including Awarded Shares) which may be purchased and/or subscribed under the Schemes at any time shall not, in aggregate, exceed 10% of the total number of Shares in issue as at the date of approval of the Schemes by Shareholders at a general meeting (the “Overall Scheme Limit”). LR17.03(3)  
LR17.03B
- 7.2 Awards lapsed in accordance with the terms of the Plan will not be regarded as utilised for the purpose of calculating the Overall Scheme Limit. LR17.03B(2)  
Note (1)
- 7.3 The maximum number of Shares to be (i) subscribed for by the Trustee pursuant to paragraph 4.2 and (ii) to be issued under any Schemes of the Company shall not exceed 10% of the total number of issued Shares as at the date of approval of the Schemes by Shareholders at a general meeting (the “Max New Shares Threshold”). Awards lapsed or cancelled in accordance with the terms of the Plan will not be counted for the purpose of calculating the Max New Shares Threshold.
- 7.4 The Board shall not instruct the Trustee to subscribe for and/or purchase any Shares for the purpose of the Plan when such subscription and/or purchase will result in the Overall Scheme Limit, and the Max New Shares Threshold being exceeded and the aggregate number of Shares held by public Shareholders falls below the minimum percentage as prescribed under the Listing Rules.
- 7.5 The maximum number of Shares which may be subject to an Award or Awards to a Selected Participant in the 12-month period up to and including the date of grant of such Award together with any Shares issued and to be issued under any options granted to such Selected Participant under any share option schemes of the Company shall not in aggregate exceed 1% of the total number of issued Shares as at the date of grant of such Award. Any grant of further Awards above this limit shall be subject to: (i) the approval of the Shareholders at a general meeting, with such proposed grantee and his close associates (or associates if the Selected Participant is a Connected Person) abstaining from voting; (ii) a circular in relation to the proposal for such grant having been sent by the Company to the Shareholders with such information from time to time as may be required by the Listing Rules; and (iii) the number of Awarded Shares to be awarded and the terms of the Awards to be granted to such proposed grantee shall be fixed before the relevant general meeting of the Shareholders. LR17.03(4)  
LR17.03D(1),  
(2)
- 7.6 If the Company conducts any capitalisation issue, rights issue, share consolidation, share sub-division or capital reduction, the maximum number of Shares that may be issued by the Company, subscribed for and/or purchased by the Trustee pursuant to the Plan and all other share schemes of the Company under the unutilised Overall Scheme Limit shall be adjusted accordingly, with reference to the total number of issued Shares at the date immediately before and after such event and rounded to the nearest whole Share, such that the Selected Participants will be entitled to the same proportion of the Company’s equity capital as to which such Selected Participants previously entitled to. LR17.03B(2)  
Note(2)

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In respect of any such adjustments, other than any made on a capitalisation issue, an independent financial adviser or the Company's auditors must confirm to the Directors in writing that the adjustments satisfy the requirements under the Notes to Rule 17.03(13) of the Listing Rules.

7.7 Where applicable under the Listing Rules, the Company may seek approval by the Shareholders in general meeting to refresh the Overall Scheme Limit after three years from the date of Shareholders' approval for the last refreshment (or the adoption of the Scheme), provided that: (a) the total number of Shares which may be allotted and issued upon exercise of all options and awards to be granted under the Schemes and any other share option schemes and share award plans of the Company that involve the issuance of new Shares of the Group under the scheme mandate as refreshed shall not exceed 10% of the total number of the Shares in issue as at the date of approval of the refreshed scheme mandate; (b) the Company has first sent a circular to the Shareholders containing the number of options and Awards that were already granted under the existing Overall Scheme Limit, and the reason for such refreshment; and (c) any additional refreshment within any three-year period must be approved by independent Shareholders in accordance with the relevant requirement of the Listing Rules. LR17.03C

7.8 Where applicable under the Listing Rules, the Company may grant Awards beyond the Overall Scheme Limit to Selected Participants if (a) the Company has first sent a circular to Shareholders containing a generic description of the specified Selected Participants in question, the number and terms of the Awards to be granted to each specified Selected Participant, the purpose of granting Awards to the specified Selected Participants with an explanation as to how the terms of the Awards serve such purpose and other relevant information as required under the Listing Rules; (b) the number and terms of the Awards to be granted to the specified Selected Participant has been fixed before Shareholders' approval; and (c) separate Shareholders' approval has been obtained. LR17.03C(3)

### 8. VOTING RIGHTS

8.1 The Trustee shall not exercise the voting rights in respect of any Shares held under the trust constituted by the Trust Deed (including but not limited to any Shares in the Share Pool, the Awarded Shares, the Further Shares, the Returned Shares, any bonus Shares and scrip Shares). In particular, the Trustee holding unvested Shares under the Plan, whether directly or indirectly, shall abstain from voting on matters that require Shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given. LR17.03(10)  
LR17.05A

8.2 The Selected Participants shall not have any right to receive any Awarded Shares set aside for them pursuant to paragraph 4 unless and until the Trustee has transferred and vested the legal and beneficial ownership of such Awarded Shares to and in the Selected Participants in accordance with the terms hereof. For the avoidance of doubt:

(A) a Selected Participant shall only have a contingent interest in the Awarded Shares which are referable to him subject to the vesting of such Shares in accordance with paragraph 5.1;

(B) a Selected Participant shall have no rights in the Residual Cash or any of the Returned Shares;

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- (C) no instruction may be given by a Selected Participant to the Trustee in respect of the Awarded Shares and/or the Other Distributions and/or such other properties or assets of the trust constituted by the Trust Deed;
- (D) a Selected Participant shall have no rights in the fractional share arising out of consolidation of Shares (and such Shares shall be deemed as Returned Shares for the purposes of the Plan);
- (E) subject to paragraph 3.8, where a Selected Participant ceases to be an Employee on the relevant Vesting Date, the award of the Awarded Shares in respect of the relevant Vesting Date shall lapse, such Awarded Shares shall not vest on the relevant Vesting Date and the Selected Participant shall have no claims against the Company or the Trustee; and
- (F) in the case of the death of a Selected Participant, the Benefits shall be forfeited if no transfer of the Benefits to the Personal Representatives of the Selected Participant is made within the period prescribed in paragraph 3.9 and 5.3, and the Personal Representatives of the Selected Participant shall have no claims against the Company or the Trustee.

### **9. DISPUTES**

Any dispute arising in connection with the Plan shall be referred to the decision of the Board who shall act as experts and not as arbitrators and whose decisions shall be final, conclusive and binding on all persons who may be affected thereby.

### **10. ALTERATION OF THESE RULES OF THE PLAN**

LR17.03(18)

10.1 These rules of the Plan may be altered by the prior sanction of a resolution passed by the Board together with the prior written consent of the Trustee, provided that no such alteration shall operate to affect adversely any rights of any Selected Participant in respect of his Awarded Shares which remain unvested except with the consent in writing of the majority of the Selected Participants whose Awarded Shares remained unvested on that date (but, for the avoidance of doubt, excluding for this purpose any such Shares in respect of which that date is a Vesting Date) as would be required of the holders of Shares under the Bye-laws for a variation of the rights attached to such Shares.

10.2 Any alterations to the terms of the Plan which are of a material nature or any alterations to the terms and conditions of the Plan to the advantage of Eligible Participants may only be made with the approval of the Shareholders if the initial grant of the Awards was approved by the Shareholders save where alterations take effect automatically under the terms of the Plan. The amended terms and conditions of the Plan must still comply with the relevant requirements of Chapter 17 of the Listing Rules.

10.3 Subject to paragraph 10.1, the Board need not obtain the approval of the Shareholders in general meeting for any minor amendment to the terms of the Plan:

- (A) to benefit the administration of the Plan;
- (B) to comply with or take account of the provisions of any proposed or existing legislation;

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(C) to take account of any changes to any legislative or regulatory requirements; or

(D) to obtain or maintain favourable tax, exchange control or regulatory treatment of any member of the Group or any present or future holder of an Award.

10.4 Where the terms and conditions of Awards granted to a Selected Participant who is a substantial shareholder or an independent non-executive Director of the Company, or any of their respective associates are to be amended, the resolution of the Shareholders to approve the amendment must be taken on a poll and the grantee, his/her associates and all core connected person of the Company must abstain from voting in favour of the resolution to approve such amendment.

10.5 Any change to the authority of the Board in relation to any amendment of the terms of the Plan must be made with the approval of the Shareholders in general meeting.

### **11. TERMINATION**

LR17.03(16)

11.1 The Plan shall terminate on the earlier of:

- (A) on the 10th anniversary date of the Adoption Date; and
- (B) such date of early termination as determined by the Board, provided that such termination shall not affect any subsisting rights of any Selected Participant hereunder.

11.2 If, at the date of the termination of the Plan, the Trustee holds any Share which has not been set aside in favour of any Selected Participant or retains any unutilised funds received as the Group Contribution or otherwise, then the Trustee shall, within twenty-one (21) Business Days (on which the trading of the Shares has not been suspended) after receiving actual notice of such termination, sell such Shares and remit the proceeds of sale (after making appropriate deductions in respect of stamp duty and other costs, liabilities and expenses in accordance with the Trust Deed) together with such unutilised funds to the Company.

11.3 Upon termination of the Plan:

- (A) Subject to the decision of the Board and paragraph 3.8, all the Awarded Shares shall become vested on the Selected Participant on such date of termination, save in respect of the Total Lapse;
- (B) Returned Shares and such non-cash income remaining in the trust fund shall be sold by the Trustee, within twenty-one (21) Business Days (on which the trading of the Shares has not been suspended) of receiving notice of such termination of the Plan (or such longer period as the Board may otherwise determine);
- (C) Residual Cash, net proceeds of sale referred to in paragraph 11.3(B) hereof and such other funds remaining in the trust constituted by the Trust Deed (after making appropriate deductions in respect of all disposal costs, liabilities and expenses in accordance with the Trust Deed) shall be remitted to the Company forthwith after the sale. For the avoidance of doubt, the Trustee may not transfer any Shares to the Company nor may the Company otherwise hold any Shares whatsoever (other than its interest in the proceeds of sale of such Shares pursuant to paragraph 11.3(B) hereof).

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11.4 For the avoidance of doubt, the temporary suspension of the granting of any Award shall not be construed as a decision to terminate the operation of the Plan.

### 12. MISCELLANEOUS

12.1 These rules of the Plan shall not form part of any contract of employment between the Company or any Subsidiary ~~or any Invested Entity~~ and any Eligible Participant, and the rights and obligations of any Eligible Participant under the terms of his office or employment shall not be affected by his participation in the Plan or any right which he may have to participate in it and the Plan shall afford such Eligible Participant no additional rights to compensation or damages in consequence of the termination of his office or employment for any reason.

12.2 The Company shall bear the costs and expenses of establishing, administering and implementing the Plan (including, for the avoidance of doubt, the Trustee's fees and costs, any transaction levy, investor compensation levy, brokerage, trading fee, trading tariff, stamp duty and any other tax and expenses of whatsoever nature payable on the part of a Selected Participant or the Trustee in respect of any sale, purchase, vesting or transfer of, or subscription for, Shares pursuant to the Plan), but excluding any costs, expenses, levies and taxes which are determined by the Board (in their absolute discretion) to be payable due to reasons, factors or circumstances which are personal or pertaining to the relevant Selected Participant(s) or otherwise unrelated to the making of the relevant Award under the Plan and which shall be payable by the relevant Selected Participant(s).

12.3 Any notice or other communication between the Company, the Board, any Selected Participant and/or the Trustee may be given by sending the same by prepaid post or by personal delivery to:

- (A) in the case of the Company or the Board, the principal place of business of the Company in Hong Kong;
- (B) in the case of the Trustee, its registered office or principal place of business in Hong Kong or such other address as notified by the Trustee to the Company from time to time; and
- (C) in the case of any Selected Participant, his last known address as notified by such Selected Participant to the Company from time to time or, if none or incorrect or out of date, his last place of employment with the Group or the ~~Invested Entity~~ or the Company's principal place of business from time to time.

12.4 Any notice or other communication:

- (A) if sent by any Selected Participant, shall be irrevocable and shall not be effective until actually received by the Company, the Board and the Trustee (as the case may be);

(B) if sent to any Selected Participant shall be deemed to be given or made three (3) days after the date of posting, if sent by local postage pre-paid registered mail to an address in Hong Kong; and five (5) days after the date of posting, if sent by postage pre-paid registered airmail to an address outside Hong Kong; and when delivered, if delivered by hand; and

(C) if sent to the Trustee, shall be irrevocable and shall not be effective until actually received by the Trustee.

12.5 The Plan shall not confer on any person any legal or equitable rights against the Company and the Trustee, or any of them, directly or indirectly or give rise to any cause of action at law or in equity against the Company and the Trustee, or any of them.

12.6 A Selected Participant shall, before accepting an Award and taking the transfer and vesting of the related Awarded Shares to and in him, obtain all necessary consents that may be required to enable him to accept such Award and take such transfer and vesting of the related Awarded Shares, as the case may be, in accordance with these rules of the Plan. By accepting an Award, the Selected Participant is deemed to have represented to the Company and the Trustee that he has obtained all such consents. Compliance with this paragraph shall be a condition precedent to an acceptance of an Award by a Selected Participant. A Selected Participant shall indemnify the Company and the Trustee, as the case may be, fully against all claims, demands, liabilities, actions, proceedings, fees, costs and expenses which the Company or the Trustee, as the case may be, may suffer or incur (whether alone or jointly with other party or parties) for or in respect of any failure on the part of such Selected Participant to obtain any necessary consent or to pay tax or other liabilities in relation to or in connection with his acceptance of the Award and taking the transfer and vesting of the related Awarded Shares to and in him as referred to in this paragraph 12.6.

12.7 A Selected Participant shall pay all tax and discharge all liabilities to which he may become subject or liable as a result or consequence of his participation in the Plan, acceptance of any Award made hereunder, and taking the transfer and vesting of the related Awarded Shares to and in him, or any of the foregoing.

12.8 The Trustee may rely on the Award Notices and instructions and directions in writing, or any of them, given to it by the Directors (or any one or more of them) from time to time under the Plan, and the contents thereof, without further and/or independent inquiry or verification, and may assume the same and the transactions contemplated thereby to be in compliance with all applicable laws, rules, regulations, codes, and guidelines, whether statutory, regulatory, administrative or otherwise and whether having the force of law, and these rules of the Plan and the Trust Deed.

12.9 In respect of the administration of the Plan, the Company shall comply with all applicable disclosure regulations including without limitation those imposed by the Listing Rules from time to time.

### **13. GOVERNING LAW**

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## **APPENDIX IV            AMENDMENTS TO 2019 SHARE AWARD PLAN**

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13.1 The Plan shall operate subject to the Bye-laws.

13.2 The Plan shall be governed by and construed in accordance with the laws of Hong Kong.



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# NOTICE OF ANNUAL GENERAL MEETING

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EvDynamics

## **Ev Dynamics (Holdings) Limited**

**科軒動力（控股）有限公司**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 476)**

**NOTICE IS HEREBY GIVEN** that the annual general meeting of Ev Dynamics (Holdings) Limited (the “**Company**”) will be held at 24th Floor, Admiralty Centre 1, 18 Harcourt Road, Hong Kong on Tuesday, 29 August 2023 at 3:00 p.m. (or at any adjournment thereof) for the following purposes:

1. To receive and consider the audited consolidated financial statements and the reports of the directors and auditors for the year ended 31 March 2023;
2.
  - (1) To re-elect Ms. Chan Hoi Ying as an executive Director;
  - (2) To re-elect Mr. Chan Francis Ping Kuen (who has served for more than nine years) as an independent non-executive Director; and
  - (3) To authorise the board of directors to fix the remuneration of the directors.
3. To re-appoint the auditors and to authorise the board of directors to fix their remuneration;
4. To consider and, if thought fit, pass the following resolutions with or without modification as ordinary resolutions of the Company:

### **ORDINARY RESOLUTIONS**

#### **4.(1) “THAT**

- (i) subject to sub-paragraph (iii) of this resolution, the exercise by the directors of the Company (the “**Directors**”) during the Relevant Period (as defined below) of all the powers of the Company to issue, allot and deal with additional shares in the capital of the Company and to make or grant offers, agreements and options (including bonds, warrants and debentures convertible into shares of the Company) which would or might require the exercise of such powers be and is hereby generally and unconditionally approved;

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## NOTICE OF ANNUAL GENERAL MEETING

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- (ii) the approval in (i) above shall authorise the Directors during the Relevant Period (as defined below) to make or grant offers, agreements and options (including bonds, warrants and debentures convertible into shares of the Company) which would or might require the exercise of such power after the end of the Relevant Period;
- (iii) the total number of shares allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) by the Directors pursuant to the approval contained in sub- paragraph (i) of this Resolution, otherwise than pursuant to (a) a Rights Issue (as defined below); (b) an issue of shares as scrip dividends pursuant to the Bye-laws of the Company from time to time; or (c) an issue of shares under any share option scheme or similar arrangement for the time being adopted for the grant or issue to employees of the Company and/or any of its subsidiaries or associates, shall not exceed 20% of the total number of issued shares of the Company on the date of this Resolution and this approval shall be limited accordingly; and
- (iv) for the purposes of this resolution:

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

- (a) the conclusion of the next annual general meeting of the Company;
- (b) the expiration of the period within which the next annual general meeting of the Company is required, by the Bye-laws of the Company or any applicable laws, to be held; and
- (c) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting.

“Rights Issue” means an offer of shares open for a period fixed by the Directors to holders of shares on the register on a fixed record date in proportion to their then holdings of such shares (subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of, any recognized regulatory body or any stock exchange in any territory outside Hong Kong).”

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4.(2) “**THAT**

- (i) subject to paragraph (ii) below, the exercise by the Directors during the Relevant Period (as defined below) of all the powers of the Company to repurchase issued shares in the capital of the Company on The Stock Exchange of Hong Kong Limited or on any other stock exchange on which the shares maybe listed and recognised for this purpose by the Securities and Futures Commission and The Stock Exchange of Hong Kong Limited under the Code on Share Buy-backs, and subject to and in accordance with all applicable laws, the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the Bye-laws of the Company, be and is hereby generally and unconditionally approved;
- (ii) the total number of shares which the Company is authorised to repurchase pursuant to the approval in paragraph (i) above shall not exceed 10% of the total number of shares of the Company in issue on the date of this resolution and the said approval shall be limited accordingly; and
- (iii) for the purposes of this resolution:

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

- (a) the conclusion of the next annual general meeting of the Company;
- (b) the expiration of the period within which the next annual general meeting of the Company is required, by the Bye-laws of the Company or any applicable laws, to be held; and
- (c) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting.”

- 4.(3) “**THAT** conditional upon the passing of the Resolutions numbered 4(1) and 4(2) as set out in this notice of annual general meeting of the Company being passed the general mandate granted to the Directors to exercise the powers of the Company to allot, issue or otherwise deal with the shares pursuant to Resolution numbered 4(1) above be and is hereby extended by the addition to the total number of Shares of the Company which may be allotted by the Directors pursuant to such general mandate, of an amount representing the total number of Shares of the Company which are repurchased by the Company under the authority granted to the Directors pursuant to Resolution numbered 4(2) above, provided that such amount shall not exceed 10% of the total number of Shares of the Company in issue at the date of passing of this Resolution.”

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- (5) “**THAT**, subject to and conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) granting the listing of and permission to deal in the shares of the Company (the “**Shares**”) which may fall to be allotted and issued pursuant to the exercise of any new share options (the “**Options**”) granted under the new share option scheme of the Company (the “**2023 Share Option Scheme**”), as defined and summarized in Appendix III to the circular of the Company dated the same day as this notice (the “**Circular**”) (the principal terms of which are set out in the document marked “A” which has been produced to this meeting and signed by the chairman of this meeting for the purpose of identification):
- (1) the 2023 Share Option Scheme be and is hereby approved and adopted by the Company;
  - (2) the directors of the Company (the “**Directors**”) be and are hereby authorised to grant options and to allot, issue and deal with the shares of the Company pursuant to the exercise of any option granted thereunder and to take all such steps as they may consider necessary or expedient to implement and give full effect to the 2023 Share Option Scheme, including but not limited to:
    - (i) administering the 2023 Share Option Scheme under which Options will be granted (whether with or without any conditions, restrictions or limitations as it may think fit) to Eligible Participants (as defined in and under the 2023 Share Option Scheme) to exercise the Options and subscribe for new Shares, including but not limited to determining and granting the Options in accordance with the terms of the 2023 Share Option Scheme;
    - (ii) modifying, amending and/or altering the rules of the 2023 Share Option Scheme from time to time provided that such modification, amendment and/or alteration is effected in accordance with the provisions of the 2023 Share Option Scheme relating to modification, amendment and/or alteration and the requirements of the Rules Governing the Listing of Securities on the Stock Exchange (the “**Listing Rules**”);
    - (iii) granting options under the 2023 Share Option Scheme and allotting and issuing from time to time such number of Shares as may be required pursuant to the exercise of the Options granted under the 2023 Share Option Scheme, subject to the applicable laws and regulations;
    - (iv) making application at the appropriate time or times to the Stock Exchange for the listing of, and permission to deal in, any Shares or any part thereof that may from time to time be allotted and issued pursuant to Options granted under the 2023 Share Option Scheme; and
    - (v) consenting, if it so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the 2023 Share Option Scheme and subject to the applicable laws and regulations.”

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- (6) “**THAT**, subject to and conditional upon the Listing Committee of the Stock Exchange granting approval of the listing of and permission to deal in, Shares which may fall to be allotted and issued pursuant to the awards (the “**Award**”) granted under the share award plan adopted by the Company on 8 May 2019 as amended from time to time (the “**2019 Share Award Plan**”):
- (1) the proposed amendments (the “**Amendments**”) to the 2019 Share Award Plan, as defined and summarised in Appendix IV to the Circular, be and are hereby approved and adopted;
  - (2) the amended 2019 Share Award Plan which incorporates the Amendments (a copy of which has been produced to this meeting and marked “B” and signed by the chairman of this meeting for identification purpose) (the “**Amended Share Award Plan**”) be and is hereby approved and adopted in the substitution for, and to the exclusion of, the exiting 2019 Share Award Plan with immediate effect after the close of the meeting; and
  - (3) the Directors be and are hereby authorised to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the Amendments of the Amended Share Award Plan, including but without limitation:
    - (i) administering the Amended Share Award Plan under which Awards will be granted (whether with or without any conditions, restrictions or limitations as it may think fit) to Selected Participants under the Amended Share Award Plan to subscribe for Shares, including but not limited to determining and granting the Awards in accordance with the terms of the Amended Share Award Plan;
    - (ii) modifying, amending and/or altering the rules of the Amended Share Award Plan from time to time provided that such modification, amendment and/or alteration is effected in accordance with the provisions of the Amended Share Award Plan relating to modification, amendment and/or alteration and the requirements of the Listing Rules;
    - (iii) granting Awards under the Amended Share Award Plan and allotting and issuing from time to time such number of Shares as may be required pursuant to the Amended Share Award Plan, subject to the applicable laws and regulations;
    - (iv) making application at the appropriate time or times to the Stock Exchange for the listing of, and permission to deal in, any Shares or any part thereof that may from time to time be allotted and issued pursuant to Awards granted under the Amended Share Award Plan; and

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## NOTICE OF ANNUAL GENERAL MEETING

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- (v) consenting, if it so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the Amended Share Award Plan and subject to the applicable laws and regulations.”

By Order of the Board  
**Ev Dynamics (Holdings) Limited**  
**Cheung Ngan**  
*Chairman*

Hong Kong, 28 July 2023

*Notes:*

- (i) Any Shareholder entitled to attend and vote at the meeting convened by the above notice is entitled to appoint a proxy in respect of the whole or any part of his holding of shares to attend and vote in his stead. A proxy need not be a shareholder of the Company.
- (ii) In order to be valid, a proxy form, together with any power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of attorney or other authority, must be deposited at the Company’s Hong Kong branch share registrar, Tricor Tengis Limited, at 17th Floor, Far East Finance Centre, 16 Harcourt Road, Hong Kong, not less than 48 hours prior to the meeting.
- (iii) The register of Shareholders of the Company will be closed from Thursday, 24 August 2023 to Tuesday, 29 August 2023, both days inclusive, during which period no transfer of shares will be effected. In order to qualify for attending this AGM, all duly completed and signed transfer forms accompanied by the relevant share certificates must be lodged with the Company’s branch share registrar in Hong Kong, Tricor Tengis Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not later than 4:30 p.m. (Hong Kong time) on Wednesday, 23 August 2023.
- (iv) As at the date hereof, the Board comprises three executive directors, namely Mr. Cheung Ngan, Mr. Miguel Valdecabres Polop and Ms. Chan Hoi Ying, and three independent non-executive directors, namely Mr. Chan Francis Ping Kuen, Mr. Lee Kwok Leung and Dato’ Tan Yee Boon.