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

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

**If you have sold or transferred** all your shares in Baofeng Modern International Holdings Company Limited (the “**Company**”), you should at once hand this circular and the accompanying form of proxy to the purchaser or transferee or to the bank, licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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**BAOFENG MODERN INTERNATIONAL HOLDINGS COMPANY LIMITED**

**寶峰時尚國際控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 1121)**

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

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A notice convening the extraordinary general meeting (“**EGM**”) of the Company to be held at 20/F, OfficePlus @Sheung Wan, 93-103 Wing Lok Street, Sheung Wan, Hong Kong on Tuesday, 29 June 2021 at 3:00 p.m. (or immediately after the conclusion or adjournment of the First EGM), is set out on pages 26 to 28 of this circular. A form of proxy for use at the EGM (or any adjournment thereof) is enclosed herewith.

Whether or not you are able to attend and vote at the EGM (or any adjournment thereof), you are requested to complete the enclosed form of proxy in accordance with the instructions printed thereon and return it to the Company’s Hong Kong branch share registrar and transfer office, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for holding of the EGM (or any adjournment thereof). Completion and return of the form of proxy will not preclude you from attending and voting at the EGM (or any adjournment thereof) should you so wish and in such event, the instrument appointing a proxy shall be deemed to be revoked.

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## DEFINITIONS

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

<b>“Adoption Date”</b>	the date on which the Share Option Scheme becomes unconditional upon fulfillment of the conditions as set out in the paragraph headed “Conditions precedent of the Share Option Scheme” in the section headed “Letter from the Board” of this circular
<b>“AGM”</b>	the annual general meeting of the Company to be held at 20/F, OfficePlus @Sheung Wan, 93-103 Wing Lok Street, Sheung Wan, Hong Kong on Tuesday, 29 June 2021 at 2:30 p.m.
<b>“Articles of Association”</b>	the articles of association of the Company, and <b>“Article”</b> shall mean an Article of the Articles of Association
<b>“associate(s)”</b>	has the meaning ascribed to it under the Listing Rules
<b>“Board”</b>	the board of Directors for the time being or a duly authorised committee thereof
<b>“Business Day”</b>	any day on which the Stock Exchange is open for the business of dealing in securities listed thereon
<b>“close associate(s)”</b>	has the same meaning ascribed to it under the Listing Rules
<b>“Company”</b>	Baofeng Modern International Holdings Company Limited, a company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed and traded on the main board of the Stock Exchange (Stock Code: 1121);
<b>“connected person”</b>	has the same meaning ascribed to it under the Listing Rules
<b>“core connected person”</b>	has the same meaning ascribed to it under the Listing Rules
<b>“Director(s)”</b>	the director(s) of the Company
<b>“EGM”</b>	the extraordinary general meeting of the Company to be convened and held to consider and, if thought fit, to approve, among other things, the proposed adoption of the Share Option Scheme

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## DEFINITIONS

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<b>“Eligible Participant(s)”</b>	<ul style="list-style-type: none"><li>(a) any directors, whether executive or non-executive and whether independent or not, of any member of the Group or any Invested Entity;</li><li>(b) any full time or part time employees of any member of the Group or any Invested Entity;</li><li>(c) any shareholders of any member of the Group or any Invested Entity or any holders of any securities issued by any member of the Group or any Invested Entity;</li><li>(d) any business or joint venture partners of any member of the Group or any Invested Entity;</li><li>(e) any contractors, agents, representatives, suppliers or producers of goods or services, licensors or landlords in any area of business of any member of the Group or any Invested Entity;</li><li>(f) any customers, licensees (including any sub-licensees), distributors or tenants (including any sub-tenants) in any area of business of any member of the Group or any Invested Entity; and</li><li>(g) any consultants or advisers to any area of business or business development of any member of the Group or any Invested Entity.</li></ul>
<b>“First EGM”</b>	the extraordinary general meeting of the Company to be held at 20/F, OfficePlus @Sheung Wan, 93-103 Wing Lok Street, Sheung Wan, Hong Kong on Tuesday 29 June 2021 at 2:45 p.m. (or immediately after the conclusion or adjournment of the AGM which has been convened to be held at the same place and on the same day)
<b>“Grantee”</b>	any Eligible Participant who accepts the Offer in accordance with the terms of this Share Option Scheme or his Personal Representative(s)
<b>“Group”</b>	the Company and all of its subsidiaries from time to time
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China

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## DEFINITIONS

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<b>“inside information”</b>	has the meaning defined in the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended from time to time
<b>“Invested Entity”</b>	any entity in which the Group holds not less than 20% equity interest
<b>“Latest Practicable Date”</b>	7 June 2021, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information contained in this circular
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange
<b>“Offer(s)”</b>	the offer(s) for the grant of an Option(s) made in accordance with the Share Option Scheme
<b>“Offer Date”</b>	the date on which an Offer(s) is/are made to an Eligible Participant(s)
<b>“Option(s)”</b>	any option(s) to be granted to Eligible Participant(s) to subscribe for Share(s) granted under the Share Option Scheme
<b>“Option Period”</b>	in respect of any particular Option, the period to be determined and notified by the Directors to the Grantee thereof at the time of making an Offer provided that such period shall not exceed the period of ten (10) years from the date of the grant of the particular Option but subject to the provisions for early termination thereof contained herein
<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 Grantee, is or are entitled to exercise the Option granted to such Grantee (to the extent not already exercised)
<b>“Scheme Mandate Limit”</b>	has the meaning ascribed to it under paragraph (e) of Appendix set out on page 17 of this circular

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## DEFINITIONS

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<b>“Share(s)”</b>	ordinary share(s) of US\$0.01 each of the Company, or, if there has been a sub-division, consolidation, re-classification or re-construction of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company of such other nominal amount as shall result from any such sub-division, consolidation, re-classification or re-construction
<b>“Share Option Scheme”</b>	the share option scheme which is proposed to be adopted by the Company at the EGM, the principal terms of which are set out in Appendix to this circular
<b>“Shareholder(s)”</b>	holder(s) of the issued Share(s) from time to time
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited
<b>“Takeovers Code”</b>	the Hong Kong Code on Takeovers and Mergers
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong
<b>“US\$”</b>	United States dollars, the lawful currency of the United States of America for the time being
<b>“%”</b>	per cent.

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## LETTER FROM THE BOARD

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**BAOFENG MODERN INTERNATIONAL HOLDINGS COMPANY LIMITED**

**寶峰時尚國際控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 1121)**

*Executive Directors:*

Mr. LEUNG Tsz Chung (*Chairman*)  
Mr. ZHENG Jingdong  
Dr. XU Zhi

*Non-executive Director:*

Ms. LIN Weihuan

*Independent non-executive Directors:*

Professor ZHAO Jinbao  
Mr. CHEN Shaohua  
Ms. AN Na

*Registered office:*

Cricket Square  
Hutchins Drive, P.O. Box 2681  
Grand Cayman KY1-1111  
Cayman Islands

*Head Office in the PRC:*

Huoju Industrial Zone  
Jiangnan Town  
Licheng District  
Quanzhou City  
Fujian Province  
PRC

*Principal place of*

*business in Hong Kong:*

Room 504, 5/F  
OfficePlus @Sheung Wan  
93-103 Wing Lok Street  
Sheung Wan  
Hong Kong

10 June 2021

*To the Shareholders*

Dear Sir or Madam,

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

**INTRODUCTION**

At the EGM to be held at 20/F, OfficePlus @Sheung Wan, 93-103 Wing Lok Street, Sheung Wan, Hong Kong on Tuesday, 29 June 2021 at 3:00 p.m. (or immediately after the conclusion or adjournment of the First EGM), a resolution will be proposed, among other matters, to adopt the Share Option Scheme.

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## LETTER FROM THE BOARD

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The purpose of this circular is to provide you with information in relation to the resolution to be proposed at the EGM for, among other matters, the adoption of the Share Option Scheme and to give you the notice of the EGM.

### PROPOSED ADOPTION OF THE SHARE OPTION SCHEME

Currently, the Company has no effective share option scheme. The previous share option scheme (the “**Old Scheme**”) of the Company was adopted pursuant to the written resolutions of all the then Shareholders passed on 8 January 2011 and expired on 27 January 2021. As at the Latest Practicable Date, save for the 300,984,000 options issued under the Old Scheme remained outstanding, none of the options granted under the Old Scheme or any other share option schemes remained outstanding. The details of the 300,984,000 outstanding options are as follows:

Name or Category of participants	Date of grant	Outstanding share options	Exercise period <sup>#</sup>	Exercise price per share (HK\$)	Note
<b>Executive Directors</b>					
Zheng Jingdong	19/6/2018	300,000	K	0.54	
	19/6/2018	200,000	L	0.54	
Xu Zhi	24/6/2016	1,480,000	C	0.67	
	24/6/2016	2,160,000	D	0.67	
	24/6/2016	2,160,000	E	0.67	
	19/6/2018	6,480,000	K	0.54	
	19/6/2018	4,320,000	L	0.54	
	22/10/2020	8,400,000	M	0.55	
	22/10/2020	<u>5,600,000</u>	N	0.55	
Sub-total		<u>31,100,000</u>			



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## LETTER FROM THE BOARD

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Name or Category of participants	Date of grant	Outstanding share options	Exercise period <sup>#</sup>	Exercise price per share (HK\$)	<i>Note</i>
<b>Employees</b>					
	24/6/2016	25,920,000	A	0.67	
	24/6/2016	17,280,000	B	0.67	
	16/12/2016	30,000	F	0.99	
	16/12/2016	40,000	G	0.99	
	16/12/2016	90,000	H	0.99	<i>a</i>
	16/12/2016	80,000	I	0.99	<i>a</i>
	16/12/2016	84,000	J	0.99	<i>a</i>
	19/6/2018	31,440,000	K	0.54	
	19/6/2018	21,020,000	L	0.54	
	22/10/2020	42,000,000	M	0.55	
	22/10/2020	<u>28,000,000</u>	N	0.55	
Sub-total		<u>165,984,000</u>			
<b>Consultants</b>					
	24/6/2016	15,900,000	A	0.67	
	24/6/2016	12,000,000	B	0.67	
	16/12/2016	1,350,000	F	0.99	
	16/12/2016	1,800,000	G	0.99	
	16/12/2016	2,250,000	H	0.99	
	16/12/2016	1,800,000	I	0.99	
	16/12/2016	1,800,000	J	0.99	
	19/6/2018	24,000,000	K	0.54	
	19/6/2018	16,000,000	L	0.54	
	22/10/2020	16,200,000	M	0.55	
	22/10/2020	<u>10,800,000</u>	N	0.55	
Sub-total		<u>103,900,000</u>			
Total		<u><u>300,984,000</u></u>			

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## LETTER FROM THE BOARD

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A	From 24 June 2016 to 23 June 2021
B	From 24 June 2017 to 23 June 2021
C	From 24 June 2018 to 23 June 2021
D	From 24 June 2019 to 23 June 2021
E	From 24 June 2020 to 23 June 2021
F	From 16 December 2016 to 15 December 2021
G	From 16 December 2017 to 15 December 2021
H	From 16 December 2018 to 15 December 2021
I	From 16 December 2019 to 15 December 2021
J	From 16 December 2020 to 15 December 2021
K	From 19 June 2018 to 18 June 2023
L	From 19 June 2019 to 18 June 2023
M	From 22 October 2020 to 21 October 2025
N	From 22 October 2021 to 21 October 2025

a 40,000 share options granted to an employee, who changed to a consultant of the Group subsequently.

# The vesting period of the share options is from the date of grant until the commencement of the exercise period.

The purpose of the Share Option Scheme is to enable the Company to grant Options to select Eligible Participants as incentives or rewards for their contribution or potential contribution to the Group and to enable the Group to recruit and retain high-calibre persons and attract human resources that are valuable to the Group. In determining whether a person has contributed or will contribute to the Group, the Group will take into account, among other things, whether contribution has been made to or will be made to the Group in terms of operation, financial performance, prospects, growth, reputation and image of the Group. A summary of the principal terms of the Share Option Scheme is set out in the Appendix to this circular.

At the EGM, an ordinary resolution will be proposed for the Company to approve and adopt the Share Option Scheme, which will take effect on the date of its adoption at the EGM 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 Share Option Scheme.

Although the rules of the Share Option Scheme does not prescribe any specified minimum period for which an option must be held or specified performance target which must be achieved before an Option can be exercised, the Board believes that the ability for the Board to prescribe at its discretion a minimum period for which an Option must be held or performance target which must be achieved before an Option can be exercised and the requirement for a minimum exercise price (which is summarised in paragraph (d) in the Appendix to this circular) of the Share Option Scheme will serve to protect the value of the Shares and encourage Eligible Participants to acquire proprietary interests in the Company which will increase in value in line with the contribution by the Eligible Participants to the Company, so as to achieve the purpose of the Share Option Scheme. No trustee will be appointed under the Share Option Scheme.

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## LETTER FROM THE BOARD

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The Board considers that it is not appropriate to state the value of all Options that can be granted under the Share Option Scheme as if they had been granted on the Latest Practicable Date as a number of variables which are crucial for the calculation of the option value have not been determined. Such variables include the exercise price, exercise period, vesting period (if any), and other relevant factors (if any). The Board believes that any calculation of the value of any Options which might have been granted as at the Latest Practicable Date would be based on a number of speculative assumptions and therefore not only would such calculation be meaningful or representative, but it could also potentially be misleading to the Shareholders.

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

A copy of the Share Option Scheme will be available for inspection at the Company's principal place of business in Hong Kong at Room 504, 5/F., OfficePlus @Sheung Wan, 93-103 Wing Lok Street, Sheung Wan, Hong Kong for a period of 14 days before the date of the EGM, and at the EGM.

### **Eligible Participants under the Share Option Scheme**

The Share Option Scheme intends to cover Eligible Participants including:

- (a) any directors, whether executive or non-executive and whether independent or not, of any member of the Group or any Invested Entity;
- (b) any full time or part time employees of any member of the Group or any Invested Entity;
- (c) any shareholders of any member of the Group or any Invested Entity or any holders of any securities issued by any member of the Group or any Invested Entity;
- (d) any business or joint venture partners of any member of the Group or any Invested Entity;
- (e) any contractors, agents, representatives, suppliers or producers of goods or services, licensors or landlords in any area of business of any member of the Group or any Invested Entity;
- (f) any customers, licensees (including any sub-licensees), distributors or tenants (including any sub-tenants) in any area of business of any member of the Group or any Invested Entity; and

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## LETTER FROM THE BOARD

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- (g) any consultants or advisers to any area of business or business development of any member of the Group or any Invested Entity.

The Board considers that it is necessary to ensure the scope of participants under the Share Option Scheme is wide enough to cover those individuals and entities, which are not the directors or employees of the Group but able to contribute to the Group and allow the Company to have flexibility to provide incentive and reward to these parties as the Company considers commercially appropriate and beneficial to the Group.

In the event that any shareholder of any members of the Group or any Invested Entity or any holder of securities issued by any member of the Group or any Invested Entity is able to contribute to the Group or any Invested Entity by being a long-term strategic investor or partner of the Group or any Invested Entity or by introducing potential business opportunities to the Group or any Invested Entity, the Share Option Scheme can align the interest of the Group and these external parties and provide incentive and reward for the participation and involvement in promoting the business of the Group or any Invested Entity.

The Group's and Invested Entity's operations will from time to time rely on business or joint venture partners, contractors, agents or representatives, consultants, advisers, suppliers, producers or licensors, customers, licensees (including any sub-licensee) or distributors, landlords or tenants (including any sub-tenants) of the Group or an Invested Entity. The Share Option Scheme could provide an incentive and reward for their contribution to the Group or an Invested Entity and their loyalty in having a sustainable business relationship with the Group or an Invested Entity.

When considering the grant of Options to an Eligible Participant of an Invested Entity, the Board will consider the contribution or potential contribution of such Eligible Participant of an Invested Entity to the Group and may set vesting period or vesting conditions such as quantifiable key performance indicators to ensure that the grant of Options to an Eligible Participant of an Invested Entity will be beneficial to the Group.

The Board will consider the merits of each grant on a case-by-case basis. The scope of Eligible Participants as set out in the Share Option Scheme allows the flexibility for the Board to exercise their discretion in case these individuals or entities made or will make significant contributions to or have an important role in the growth of the Group.

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## LETTER FROM THE BOARD

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Subject to the adoption of the Share Option Scheme and the terms of the Share Option Scheme, the Board intends to grant a total of 54,000,000 Options to the Grantees to subscribe for 54,000,000 Shares under the Share Option Scheme in the coming 12 months, details of which are as follows:

<b>Name</b>	<b>Capacity of the Grantee</b>	<b>Total number of Options to be granted</b>
Mr. Leung Tsz Chung	Executive Director	3,000,000
Mr. Zheng Jingdong	Executive Director	8,000,000
Dr. Xu Zhi	Executive Director	2,000,000
Ms. Lin Weihuan	Non-executive Director	1,000,000
–	Employees	40,000,000

Further announcement will be made by the Company pursuant to Rule 17.06A of the Listing Rules when the terms of the above proposed grant of Options are finalised.

Among the Options granted above, 3,000,000 Options, 8,000,000 Options, 2,000,000 Options and 1,000,000 Options may be granted to Mr. Leung Tsz Chung, Mr. Zheng Jingdong, Dr. Xu Zhi and Ms. Lin Weihuan respectively, each an executive Director or a non-executive Director, as the case may be. Subject to the adoption of the new Share Option Scheme, the proposed grant of Options to Mr. Leung Tsz Chung, Mr. Zheng Jingdong, Dr. Xu Zhi and Ms. Lin Weihuan will be subject to approval by the independent non-executive Directors pursuant to Rule 17.04(1) of the Listing Rules.

The Company is developing its photovoltaic business. Considering the current business plan of the Company, the Board may grant Options to other Eligible Participants who have made contribution or will make contribution or are relevant to the development of the photovoltaic business in the coming 12 months under the Share Option Scheme. As at the Latest Practicable Date, the identity of the Grantees and the terms of grant of the Options have yet to be determined. Further announcement will be made by the Company pursuant to Rule 17.06A of the Listing Rules when the terms of the above possible grant of Options including the identity of the Grantees and the amount of Options are determined.

Save as disclosed above, as at the Latest Practicable Date, the Board has no plan to grant any other Options under the Share Option Scheme in the coming 12 months.

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## LETTER FROM THE BOARD

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### Conditions Precedent of the Share Option Scheme

The adoption of the Share Option Scheme is conditional upon:

1. the Listing Committee of the Stock Exchange granting the listing of and permission to deal in any Shares which may fall to be issued by the Company pursuant to the exercise of Options in accordance with the terms and conditions of the Share Option Scheme; and
2. the passing of an ordinary resolution to approve the adoption of the Share Option Scheme by the Shareholders at the EGM.

Assuming that there is no change in the issued share capital of the Company between the period from the Latest Practicable Date and the Adoption Date, the number of Shares that may fall to be allotted and issued upon exercise in full of the Options that may be granted after the resolution authorising the Directors to allot and issue up to 10% of the then issued share capital of the Company has passed at the EGM would be 157,567,560 Shares should the Share Option Scheme be adopted. The limit on the number of securities which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Share Option Scheme and any other schemes must not exceed 30% of the relevant class of securities of the Company in issue from time to time.

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

### ACTION TO BE TAKEN

Whether or not you intend to attend the EGM, you are requested to complete and return the accompanying form of proxy in accordance with the instructions printed thereon not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof. The completion and return of a form of proxy will not preclude you from attending and voting at the EGM or adjournment thereof in person if you so wish.

### RECOMMENDATION

The Directors believe that the proposed adoption of the Share Option Scheme is in the best interest of the Company and the Shareholders as a whole and recommend the Shareholders to vote in favour of the resolution to be proposed at the EGM.

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## LETTER FROM THE BOARD

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### RESPONSIBILITY STATEMENT

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

### GENERAL

No Shareholder is required under the Listing Rules to abstain from voting on the ordinary resolution to approve the adoption of the Share Option Scheme. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the resolution to be proposed at the EGM. The Board confirm that to the best of their knowledge, information and belief having made all reasonable enquiries, as at the Latest Practicable Date, there was no voting trust or other agreement or arrangement or understanding (other than an outright sale) entered into by or binding upon any Shareholder and there was no obligation or entitlement of any Shareholder whereby he has or may have temporarily or permanently passed control over the exercise of the voting right in respect of his Shares to a third party, either generally or on a case-by-case basis.

Your attention is drawn to the information set out in the Appendix to this Circular.

Yours faithfully,  
On behalf of the Board  
**Baofeng Modern International Holdings Company Limited**  
**Leung Tsz Chung**  
*Chairman*

The following is a summary of the principal terms of the Share Option Scheme but does not form part of, nor was it intended to be, part of the Share Option Scheme nor should it be taken as affecting the interpretation of the rules of the Share Option Scheme:

**(a) PURPOSE OF THE SHARE OPTION SCHEME**

The purpose of the Share Option Scheme is to enable the Company to grant Options to select Eligible Participants as incentives or rewards for their contribution or potential contribution to the Group and to enable the Group to recruit and retain high-calibre persons and attract human resources that are valuable to the Group.

**(b) ADMINISTRATION OF THE SHARE OPTION SCHEME**

The Share Option Scheme shall be subject to the administration of the Board whose decision on all matters arising in relation to this Scheme or its interpretation or effect shall (save as otherwise provided herein, including but not limited to (a) the Scheme Mandate Limit; (b) the grant of Options to any of the substantial Shareholder (as defined in the Listing Rules) of the Company, an independent non-executive Director, connected persons (as defined in the Listing Rules) of the Company or any of their respective associates in certain circumstances, and any changes in the terms thereof; (c) the adjustment to be made in the event of any alternation in the capital structure of the Company; (d) the cancellation of Options; (e) the alternation and termination of the Share Option Scheme, and in the absence of manifest error) be final and binding on all persons who may be affected thereby.

**(c) GRANT AND ACCEPTANCE OF OPTIONS**

Subject to the terms of the Share Option Scheme, the Board may, in its absolute discretion, invite any Eligible Participant to take up Options to subscribe for Shares at a price calculated in accordance with paragraph (d) below, provided that no such grant shall be made if a prospectus is required to be issued under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or any applicable laws or if such grant will result in the breach by the Company or the Directors of any applicable securities laws and regulations in any jurisdiction.

Eligible Participants include the following persons:

- (i) any directors, whether executive or non-executive and whether independent or not, of any member of the Group or any Invested Entity;
- (ii) any full time or part time employees of any member of the Group or any Invested Entity;



- (iii) any shareholders of any member of the Group or any Invested Entity or any holders of any securities issued by any member of the Group or any Invested Entity;
- (iv) any business or joint venture partners of any member of the Group or any Invested Entity;
- (v) any contractors, agents, representatives, suppliers or producers of goods or services, licensors or landlords in any area of business of any member of the Group or any Invested Entity;
- (vi) any customers, licensees (including any sub-licensees), distributors or tenants (including any sub-tenants) in any area of business of any member of the Group or any Invested Entity; and
- (vii) any consultants or advisers to any area of business or business development of any member of the Group or any Invested Entity.

An Offer of the grant of an Option shall be made to Eligible Participants in writing (and unless so made shall be invalid) in such form as the Board may from time to time determine and shall remain open for acceptance by the Eligible Participant concerned for a period of twenty-one (21) days inclusive of, from the Offer Date provided that no such Offer shall be open for acceptance after the earlier of the 10th anniversary of the Adoption Date or the termination of the Share Option Scheme or the Eligible Participant to whom such Offer is made has ceased to be an Eligible Participant.

A non-refundable nominal consideration of HK\$1.00 is payable by the Grantee upon acceptance of an Option. An Option shall be deemed to have been accepted when the duplicate letter comprising acceptance of the Offer duly signed by the Eligible Participant together with the said consideration of HK\$1.00 is received by the Company.

Any Offer of the grant of an Option may be accepted in respect of less than the number of Shares in respect of which it is offered provided that it is accepted in such number of Shares as represents a board lot for the time being for the purpose of trading on the Stock Exchange or an integral multiple thereof.

**(d) EXERCISE OF OPTIONS AND PRICE OF SHARES**

An Option may be exercised in whole or in part by the Grantee giving notice in writing to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the subscription price for the Shares in respect of which the notice is given. Within thirty (30) days after receipt of the notice and the remittance and, where appropriate, receipt of the certificate of the Company's auditors or independent financial advisers, the Company shall allot and issue the relevant Shares to the Grantee (or his legal Personal Representative(s)) credited as fully paid.

Holders of the Options are not entitled to voting, dividend, transfer and other rights of the holders of the Shares, including those arising on a liquidation of the Company, save as otherwise provided herein or under the relevant laws or the memorandum of association of the Company and the Articles in effect from time to time. Shares to be allotted and issued upon the exercise of an Option will be subject to all the provisions of the Articles of the Company for the time being in force and will rank *pari passu* in all respects with the existing fully paid Shares in issue on the date on which the Option is duly exercised or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members (the "**Exercise Date**") and accordingly will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Exercise Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the Exercise Date. A Share allotted upon the exercise of an Option shall not carry voting rights until the name of the Grantee has been duly entered onto the register of members of the Company as the holder thereof.

The subscription price for Shares under the Share Option Scheme may be determined by the Board at its absolute discretion but in any event will not be less than the highest of: (i) the closing price of the Shares on the Stock Exchange as shown in the daily quotations sheet of the Stock Exchange on the Offer Date, which must be a Business Day; (ii) the average of the closing prices of the Shares as shown in the daily quotations sheets of the Stock Exchange for the five (5) Business Days immediately preceding the Offer Date; and (iii) the nominal value of the Share on the Offer Date.

Where a relevant Option is to be granted under paragraph (f) or (g), for the purposes of (i) and (ii) above, the date of the Board meeting at which the grant was proposed shall be taken to be the Offer Date for such relevant Option, and the provisions of the immediate preceding paragraph above shall apply *mutatis mutandis*.

**(e) MAXIMUM NUMBER OF SHARES AVAILABLE FOR ISSUE**

- (i) Subject to the Listing Rules, the overall limit on the number of Shares which may be issued upon exercise of all outstanding Options granted and yet to be exercised under the Share Option Scheme and any other share option schemes of the Company must not exceed 30 per cent. of the relevant class of Shares in issue from time to time. No Options may be granted under the Share Option Scheme or any other share option schemes of the Company if this will result in this limit being exceeded.
- (ii) Subject to the limit mentioned in (e)(i) above, the total number of Shares which may be issued upon exercise of all Options to be granted under the Share Option Scheme and any other share option schemes of the Company must not, in aggregate, exceed 10% of the Shares in issue as at the date of the approval of the Share Option Scheme (the “**Scheme Mandate Limit**”), unless Shareholders’ approval has been obtained pursuant to sub-paragraphs (iii) and (iv) below. Options lapsed in accordance with the terms of the Share Option Scheme will not be counted for the purpose of calculating the Scheme Mandate Limit.
- (iii) Subject to the limit mentioned in (e)(i) above, the Company may refresh the Scheme Mandate Limit at any time subject to approval of the Shareholders in general meeting, provided that the Scheme Mandate Limit as refreshed must not exceed 10% of the Shares in issue as at the date of passing the relevant resolution. Options previously granted under the Share Option Scheme and any other share option schemes of the Company (including those outstanding, cancelled, lapsed in accordance with such schemes or exercised Options) will not be counted for the purpose of calculating this limit. The Company must send a circular to the Shareholders containing such information as required under the Listing Rules.
- (iv) Subject to the limit mentioned in (e)(i) above, the Company may also seek separate approval of the Shareholders in general meeting for granting Options beyond the Scheme Mandate Limit provided that the Options in excess of the Scheme Mandate Limit are granted only to Eligible Participants specifically identified by the Company before such approval is sought. The Company must send a circular to the Shareholders containing a generic description of the specified Eligible Participants, the number and terms of Options to be granted, the purpose of granting Options to the specified Eligible Participants with an explanation as to how the terms of the Options serve such purpose and such other information as required under the Listing Rules.

**(f) GRANT OF OPTIONS TO A DIRECTOR, CHIEF EXECUTIVE OR SUBSTANTIAL SHAREHOLDER OF THE COMPANY OR ANY OF THEIR RESPECTIVE ASSOCIATES**

Any grant of Options to a Director, chief executive or substantial shareholder of the Company or any of their respective associates must be approved by the independent non-executive Directors (excluding any independent non-executive Director who or whose associate who is the Grantee of the Options). Where Options are proposed to be granted to a substantial Shareholder (as defined in the Listing Rules) of the Company or an independent non-executive Director or any of their respective associates and if such grant would result in the total number of Shares issued and to be issued upon exercise of the Options already granted and to be granted (including Options exercised, cancelled and outstanding) in any 12-month period up to and including the date of grant to such person (i) representing in aggregate over 0.1% of the total issued Shares; and (ii) having an aggregate value, based on the closing price of the securities at the date of each grant, in excess of HK\$5 million, then the proposed grant must be subject to the approval of Shareholders taken on a poll in a general meeting. The Grantee, his associates and all core connected persons of the Company must abstain from voting in favour of the proposed grant at such general meeting.

A circular must be prepared by the Company explaining the proposed grant, disclosing, among other matters, (i) the number and terms of the Options to be granted, (ii) containing a recommendation from the independent non-executive Directors (excluding any independent non-executive Director who is a proposed Grantee) on whether or not to vote in favour of the proposed grant, (iii) containing information as may be required by the Stock Exchange from time to time.

Any change in the terms of Options granted to a substantial Shareholder (as defined in the Listing Rules) or an independent non-executive Director, or any of their respective associates must be approved by Shareholders in a general meeting.

**(g) MAXIMUM ENTITLEMENT OF EACH ELIGIBLE PARTICIPANT**

The total number of Shares issued and to be issued upon exercise of the options granted to each Eligible Participant or Grantee (including exercised and outstanding options) in any twelve (12)-month period up to the date of grant shall not exceed 1% of the Shares in issue. Where it is proposed that any Offer is to be made to an Eligible Participant (or where approximate, an existing Grantee) which would result in the Shares issued and to be issued upon exercise of all options granted and to be granted to such person (including exercised, cancelled and outstanding options) in the twelve (12)-month period up to and including the relevant date of grant to exceed such limit, such Offer and any acceptance thereof must be conditional upon Shareholders' approval in general meeting with such Eligible Participant (or where appropriate, an existing Grantee) and his close associates (or his associates if the Eligible Participant is a connected person) abstaining from voting. The Company must send a circular to the Shareholders disclosing the identity of the Eligible Participant or Grantee, the number and terms of options to be granted (and options previously granted) to such Eligible Participant, and the information required under the Listing Rules. The number and terms (including the subscription price) of options to be granted to such Eligible Participant must be fixed before the date on which Shareholders' approval is sought and the date of the Board meeting for proposing such further grant should be taken as the date of grant for the purpose of calculating the subscription price.

**(h) TIME OF EXERCISE OF OPTIONS**

Subject to the terms of the Share Option Scheme, an Option may be exercised in whole or in part at any time during the period to be determined and notified by the Directors to the Grantee thereof at the time of making an Offer provided that such period shall not exceed the period of ten (10) years from the date of the grant of the particular Option but subject to the provisions for early termination of the Share Option Scheme.

There is no specified minimum period under the Share Option Scheme for which an Option must be held or the performance target which must be achieved before an Option can be exercised under the terms of the Share Option Scheme.

**(i) RESTRICTIONS ON THE TIME OF GRANT OF OPTIONS**

Grant of Options may not be made:

- (1) after inside information has come to the knowledge of the Company until it has been announced pursuant to the requirements of the Listing Rules; and

- (2) during the period commencing from one month immediately preceding the earlier of:
- (a) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
  - (b) the deadline for the Company to publish its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcements.

**(j) RIGHTS ARE PERSONAL TO GRANTEES**

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

**(k) RIGHTS ON CESSATION OF EMPLOYMENT OR DIRECTORSHIP BY VOLUNTARY RESIGNATION, DISMISSAL OR TERMINATION**

If the Grantee of an Option is an employee or a director of the Group or an Invested Entity and ceases to be an Eligible Participant by reason of voluntary resignation or dismissal or upon expiration of his term of directorship (unless immediately renewed upon expiration), or by termination of his employment or directorship on one or more of the grounds that he has been guilty of persistent or serious misconduct, bankruptcy, insolvency, composition with his creditors generally or conviction of any criminal offence (other than an offence which in the opinion of the Directors does not bring the Grantee, the Group or the Invested Entity into disrepute) or any other ground(s) on which the Group or the Invested Entity would be entitled to terminate his employment or directorship pursuant to any applicable law, his Option (to the extent not already exercised) will lapse on the date of cessation of his employment or directorship.

**(l) RIGHTS ON DEATH**

If the Grantee of an Option ceases to be an Eligible Participant by reason of his death before exercising the Options in full and none of the events referred to in paragraph (k) above as ground for termination of his Options arises, his Personal Representative(s) may exercise the Option (to the extent not already exercised) within a period of six months following the date of death (or such longer period as the Board may determine), failing which it will lapse. If any of the events referred to in paragraph (p) to (r) below occurs during such period, his Personal Representative(s) may exercise the Option pursuant to paragraphs (p) to (r) respectively.

**(m) RIGHTS ON CESSATION OF EMPLOYMENT OR DIRECTORSHIP BY REASON OF ILL-HEALTH OR RETIREMENT**

If the Grantee of an Option is an employee or a director of the Group or an Invested Entity and ceases to be an employee or a director by reason of ill-health or in case of an employee, retirement in accordance with his contract of employment, he may exercise the Option (to the extent not already exercised) within a period of six months following the date of such cessation, failing which it will lapse. The date of cessation shall be the last day on which the Grantee is actually at work with the Group or an Invested Entity whether salary is paid in lieu of notice or not. If any of the events referred to in paragraph (p) to (r) below occurs during such period, he may exercise the Option pursuant to paragraphs (p) to (r) respectively.

**(n) RIGHTS ON CESSATION FOR OTHER REASONS**

If the Grantee of an Option who is an employee or a director of the Group or an Invested Entity ceases to be an Eligible Participant for any reason other than the reasons set out in paragraphs (l) and (m) above, his Option (to the extent not already exercised) will lapse on the date of cessation.

**(o) RIGHTS ON BREACH OF CONTRACT**

If the Grantee of an Option who is a business or joint venture partner, contractor, agent or representative, consultant, adviser, supplier, producer or licensor, customer, licensee (including any sub-licensee) or distributor, landlord or tenant (including sub-tenant) of the Group or an Invested Entity ceasing to be an Eligible Participant by reason of breach of contract entered into between such Eligible Participant and the Group or an Invested Entity, in the absolute determination of the Board, the Option (to the extent not already exercised) shall lapse on the date of the Board's determination and not be exercisable.

**(p) RIGHTS ON A GENERAL OR PARTIAL OFFER**

In the event of a general or partial offer being made to all Shareholders (or all such holders other than the offeror and/or person controlled by the offeror and/or any person acting in concert (as defined in the Takeovers Code) with the offeror) and such offer becomes or is declared unconditional during the Option Period of the relevant Option, the Grantee (or his Personal Representative(s)) shall be entitled to exercise the Option in full (to the extent not already exercised) at any time within thereafter and up to the close of such offer.

**(q) RIGHTS ON WINDING UP**

In the event a notice is given by the Company to its members to convene an extraordinary general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as it despatches such notice to each member of the Company give notice thereof to all Grantees and any Grantee (or his Personal Representative(s)) may by notice in writing to the Company accompanied by a remittance for the full amount of the aggregate subscription price in respect of the relevant Option (such notice shall be received by the Company no later than five (5) Business Days prior to the proposed extraordinary general meeting) to exercise the Option (to the extent not already exercised) either to its full extent or to the extent that he may specify in his notice and the Company shall as soon as possible and in any event no later than the Business Day immediately prior to the date of the proposed extraordinary general meeting referred to above, allot and issue such number of Shares to the Grantee credited as fully paid.

**(r) RIGHTS ON RECONSTRUCTION, COMPROMISE OR ARRANGEMENT**

If a compromise or arrangement between the Company and its members or creditors is proposed for the purpose of or in connection with a scheme for the reconstruction or amalgamation of the Company, the Company shall give notice to all Grantees on the same date as it despatches the notice to each member or creditor of the Company to summon a meeting to consider such a compromise or arrangement, and thereupon the Grantee (or his Personal Representative(s)) may by notice in writing to the Company accompanied by a remittance of the full amount of the subscription price in respect of which the notice is given (such notice shall be received by the Company no later than five (5) Business Days prior to the proposed meeting) exercise the Option (to the extent not already exercised) either to its full extent or to the extent specified in the notice and the Company shall as soon as possible and in any event no later than the Business Day immediately prior to the date of the proposed meeting allot and issue such number of Shares to the Grantee credited as fully paid.

**(s) CANCELLATION OF OPTIONS**

The Board shall be entitled for the following causes to cancel any Option granted but not exercised by giving notice in writing to the Grantee stating that such Option is thereby cancelled with effect from the date specified in such notice (the “**Cancellation Date**”):

- (i) the Grantee commits or permits or attempts to commit or permit a breach of paragraph (j) in respect of that or any other Option or any terms or conditions attached to the grant of that or any other Option;



- (ii) the Grantee consents to the cancellation of the Option in writing; or
- (iii) the Grantee has, in the sole opinion of the Board, conducted himself in any manner whatsoever to the detriment of or prejudicial to the interests of the Group.

The Option which has not been exercised shall be deemed to have been cancelled with effect from the Cancellation Date. No compensation shall be payable upon any such cancellation. Where the Company cancels Options and issues new ones to the same holder of the Option, the issue of such new Options may only be made under a scheme with available unissued options (excluding the cancelled Options) within the Scheme Mandate Limit.

**(t) EFFECT OF ALTERATIONS TO SHARE CAPITAL**

In the event of any alteration in the capital structure of the Company by way of capitalisation issue, rights issue, consolidation, subdivision or reduction of the share capital of the Company (other than an issue of Shares as consideration in respect of a transaction while any Option remains exercisable), such corresponding alterations (if any) will be made in (i) the number or nominal amount of Shares subject to any Option so far as such Option remains unexercised and/or (ii) the subscription price per Share as the auditors or independent financial advisers for the time being of the Company shall at the request of the Company or any Grantee certify in writing to be in their opinion fair and reasonable, provided that any such alterations shall satisfy the requirements set forth in Rule 17.03(13) of the Listing Rules and/or the note thereto and FAQ No. 072-2020 and any future guidance or interpretation of the Listing Rules issued by the Stock Exchange from time to time and be made on the basis that the Grantee shall have the same proportion of the issued share capital of the Company to which he was entitled before such alteration and the aggregate subscription price payable by the Grantee on the full exercise of any Option shall remain as nearly as possible the same as (but not greater than) it was before such event, but so that no such alterations shall be made the effect of which would be to enable a Share to be issued at less than its nominal value. Save in the case of a capitalisation issue, the auditors or independent financial advisers for the time being of the Company must confirm to the Directors in writing that such adjustment(s) satisfy the aforesaid requirements.

**(u) RANKING OF SHARES**

The Shares to be allotted upon the exercise of an Option will be subject to all the provisions of the Articles for the time being in force and will rank *pari passu* in all respects with the fully paid Shares in issue on the date on which the Option is exercised and accordingly will entitle the holders of Shares to participate in all dividends or other distributions paid or made on or after the date on which the Option is exercised other than any dividends or other distributions previously declared or recommended or resolved to be paid or made with respect to a record date which shall be before the Exercise Date.

**(v) DURATION OF THE SHARE OPTION SCHEME**

The Share Option Scheme shall continue in force for the period commencing from the Adoption Date, which is expected to be the date of the EGM, and expiring at the close of business on the date which falls ten (10) years after the Adoption Date, after such period no further Options will be granted but the provisions of the Share Option Scheme shall remain in full force and effect in respect of any Options granted before its expiry or termination but not yet exercised.

**(w) ALTERATIONS TO THE TERMS OF THE SHARE OPTION SCHEME**

- (i) The provisions relating to the matters set out in Rule 17.03 of the Listing Rules cannot be altered to the advantage of Eligible Participants without the prior approval of Shareholders in a general meeting.
- (ii) Any alterations to the terms and conditions of the Share Option Scheme which are of a material nature or any change to the terms of Options granted must be approved by Shareholders, except where the alterations take effect automatically under the existing terms of the Share Option Scheme.
- (iii) The amended terms of the Share Option Scheme or the Options must still comply with the relevant requirements of Chapter 17 of the Listing Rules.
- (iv) Any change to the authority of the Directors or the administrator of the Share Option Scheme in relation to any alteration to the terms of the Share Option Scheme must be approved by Shareholders in a general meeting.

**(x) CONDITIONS OF THE SHARE OPTION SCHEME**

The Share Option Scheme is conditional upon:

- (a) the Listing Committee of the Stock Exchange granting the listing of and permission to deal in any Shares which may fall to be issued by the Company pursuant to the exercise of Options in accordance with the terms and conditions of the Share Option Scheme; and
- (b) the passing of an ordinary resolution at the extraordinary general meeting of the Company to adopt the Share Option Scheme.

**(y) LAPSE OF OPTIONS**

An Option shall lapse automatically (to the extent not already exercised) on the earliest of:

- (i) the expiry of the Option Period;
- (ii) the expiry of any of the periods referred to in paragraphs (k) to (r); and
- (iii) the date of the commencement of the winding-up of the Company.

**(z) TERMINATION**

The Company by an ordinary resolution in general meeting may at any time terminate the operation of the Share Option Scheme and in such event no further Options will be offered but in all other respects the provisions of the Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Options granted prior to such termination.

Details of the Options granted, including Options exercised or outstanding, under the Share Option Scheme and (if applicable) Options that become void or non-exercisable as a result of the termination must be disclosed in the circular to Shareholders seeking approval of any subsequent share option scheme to be established after such termination.

**(aa) MISCELLANEOUS**

The terms of the Share Option Scheme (and any other schemes adopted by the Company from time to time) shall be in accordance with the requirements set out in Chapter 17 of the Listing Rules.

The Company will comply with the relevant statutory requirements and the Listing Rules from time to time in force on a continuing basis in respect of the Share Option Scheme and any other schemes of the Company.

Any dispute arising in connection with the number of Shares of an Option and any of the matters referred to in paragraph (t) above shall be referred to the decision of the auditors or the independent financial advisers of the Company who shall act as experts and not as arbitrators and whose decision, in the absence of manifest error, shall be final and conclusive.

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## NOTICE OF EGM

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**BAOFENG MODERN INTERNATIONAL HOLDINGS COMPANY LIMITED**

**寶峰時尚國際控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 1121)**

### **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that the extraordinary general meeting (the “**EGM**”) of Baofeng Modern International Holdings Company Limited (the “**Company**”) will be held at 20/F, OfficePlus @Sheung Wan, 93-103 Wing Lok Street, Sheung Wan, Hong Kong on Tuesday, 29 June 2021 at 3:00 p.m. (or immediately after the conclusion or adjournment of the extraordinary general meeting of the Company which has been convened to be held at the same place and on the same day at 2:45 p.m. (or immediately after the conclusion or adjournment of the annual general meeting of the Company)) to consider and, if thought fit, pass the following resolution as an ordinary resolution:

#### **ORDINARY RESOLUTION**

“**THAT** conditional upon The Stock Exchange of Hong Kong Limited granting the listing of and permission to deal in the shares of the Company (the “**Share(s)**”) falling to be allotted and issued pursuant to the share option scheme (the “**Share Option Scheme**”), the 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, the rules of the Share Option Scheme be and are hereby approved and adopted and the directors of the Company be and are hereby authorised to grant options and to allot, issue and deal in the Shares as may be required to be allotted and issued upon the exercise of any option granted thereunder and to take all such steps as they may consider necessary or expedient to implement the Share Option Scheme”

Yours faithfully,

On behalf of the Board

**Baofeng Modern International Holdings Company Limited**

**Leung Tsz Chung**

*Chairman*

Hong Kong, 10 June 2021

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## NOTICE OF EGM

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*As at the date of this notice, the executive directors of the Company are Mr. Leung Tsz Chung, Mr. Zheng Jingdong and Dr. Xu Zhi; the non-executive director of the Company is Ms. Lin Weihuan; and the independent non-executive directors of the Company are Professor Zhao Jinbao, Mr. Chen Shaohua and Ms. An Na.*

*Notes:*

1. Any member of the Company entitled to attend and vote at the EGM shall be entitled to appoint another person as his/her proxy to attend and vote instead of him/her. A member who is the holder of two or more shares may appoint more than one proxy to represent him/her and vote on his/her behalf at the EGM. A proxy need not be a member of the Company. On a poll, votes may be given either personally or by proxy.
2. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his/her attorney duly authorised in writing or, if the appointer is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same.
3. To be valid, the instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be delivered to the office of the Hong Kong branch share registrar and transfer office of the Company, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong not less than 48 hours (i.e. 3:00 p.m. on Sunday, 27 June 2021) before the time appointed for holding the EGM or any adjournment thereof.
4. No instrument appointing a proxy shall be valid after expiration of 12 months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at the EGM or any adjournment thereof in cases where the EGM was originally held within 12 months from such date.
5. Where there are joint holders of any shares, any one of such joint holders may vote at the EGM, either in person or by proxy, in respect of such share as if he/she were solely entitled thereto, but if more than one of such joint holders be present at the EGM, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose, seniority shall be determined by the order in which the names stand in the Register of Members of the Company in respect of the joint holding.
6. Completion and delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the EGM if the member so desire and in such event, the instrument appointing a proxy should be deemed to be revoked.
7. For the purpose of determining shareholders' entitlements to attend and vote at the EGM, the transfer books and the register of members of the Company will be closed from Thursday, 24 June 2021 to Tuesday, 29 June 2021 (both days inclusive), during which period no transfer of shares will be effected. In order to establish the right to attend and vote at the EGM, all transfers, accompanied by the relevant share certificates, must be lodged with the Company's Hong Kong branch share registrar and transfer office, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong no later than 4:30 p.m. on Wednesday, 23 June 2021.

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## NOTICE OF EGM

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8. A form of proxy for use at the EGM is enclosed.
  
9. If tropical cyclone warning signal no. 8 or above is hoisted or a black rainstorm warning signal is in force at 10:00 a.m. on Tuesday, 29 June 2021, the meeting will be postponed and further announcement for details of alternative meeting arrangements will be made. The meeting will be held as scheduled even when tropical cyclone warning signal no. 3 or below is hoisted, or an amber or red rainstorm warning signal is in force. You should make your own decision as to whether you would attend the meeting under bad weather conditions and if you should choose to do so, you are advised to exercise care and caution.
  
10. Pursuant to Rule 13.39(4) of the Listing Rules, the resolution sets out in this notice will be decided by poll at the above meeting.