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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 your 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 in **Jinhai International Group Holdings Limited**, you should at once hand this circular and the accompanying form of proxy to the purchaser or the transferee, or to the bank, stockbroker or other agent through whom the sale or the transfer was effected for transmission to the purchaser or the transferee.

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**Jinhai International Group Holdings Limited**

**今海國際集團控股有限公司**

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

**(Stock Code: 2225)**

**(1) PROPOSED ADOPTION OF THE SHARE OPTION SCHEME  
AND  
(2) NOTICE OF EXTRAORDINARY GENERAL MEETING**

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Capitalised terms used in the lower portion of this cover page and inside cover of this circular shall have the same respective meanings as those defined in the section headed “Definitions” of this circular.

A letter from the Board is set out on pages 5 to 13 of this circular. A notice convening the EGM to be held at Block 3 East, 1275 Meichuan Road, Putuo District, Shanghai, China at 3:00 p.m. on Friday, 29 December 2023 is set out on pages EGM-1 to EGM-3 of this circular.

A form of proxy for use in connection with the EGM is enclosed with this circular. Such form of proxy is also published on the respective websites of the Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and the Company ([www.jin-hai.com.hk](http://www.jin-hai.com.hk)). If you are not able or do not intend to attend the EGM in person and wish to exercise your right as a Shareholder, you are advised to complete and sign the form of proxy attached in accordance with the instructions printed thereon and return the completed form of proxy to the Company's branch share registrar in Hong Kong, Boardroom Share Registrars (HK) Limited at Room 2103B, 21/F, 148 Electric Road, North Point, Hong Kong as soon as possible but in any event, not less than 48 hours before the time appointed for the holding of the EGM or its adjournment (as the case may be). Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjournment thereof, should you so wish. If you attend and vote at the EGM, the instrument appointing your proxy will be deemed to have been revoked.

9 December 2023

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## DEFINITIONS

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*Unless the context otherwise requires, terms or expressions used in this circular shall have the meanings ascribed to them below:*

“Adoption Conditions”	the conditions for the adoption of the Share Option Scheme as disclosed in the paragraph headed “Proposed Adoption of the Share Option Scheme – Adoption conditions of the Share Option Scheme” in the Letter from the Board in this circular;
“Adoption Date”	the date on which the last condition set out in the Adoption Conditions is fulfilled;
“associate(s)”	has the meaning ascribed to it under the Listing Rules;
“Auditors”	the auditors of the Company for the time being;
“Board”	the board of directors of the Company or a committee thereof appointed for the purpose of administering the Share Option Scheme;
“Business Day”	any day on which the Stock Exchange is open for the business of dealing in securities;
“close associate(s)”	has the meaning ascribed to it under the Listing Rules;
“Company”	Jinhai International Group Holdings Limited 今海國際集團控股有限公司, a company incorporated in the Cayman Islands with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange (stock code: 2225);
“connected person(s)”	has the meaning ascribed to it under the Listing Rules;
“controlling shareholder(s)”	has the meaning ascribed to it under the Listing Rules;
“Date of Grant”	the date, which must be a Business Day, on which the Offer is made to the Eligible Participant;
“Director(s)”	the director(s) of the Company;

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## DEFINITIONS

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“EGM”	an extraordinary general meeting of the Company to be held and convened at Block 3 East, 1275 Meichuan Road, Putuo District, Shanghai, China at 3:00 p.m. on Friday, 29 December 2023, or any adjournment thereof, for the purpose of, considering and, if thought fit, approving the adoption of the Share Option Scheme;
“Eligible Participant(s)”	any of the following categories of persons:  (a) the Employee Participants;  (b) the Service Providers; or  (c) the Related Entity Participants;
“Employee Participant(s)”	director(s) and employee(s) of the Company or any of its subsidiaries (including persons who are granted Options, share options or awards as an inducement to enter into employment contracts with the Company or any of its subsidiaries);
“Grantee”	any Eligible Participant who accepts an Offer in accordance with the terms of the Share Option Scheme or (where the context so permits) any person who is entitled to any such Option in consequence of the death of the original Grantee, or the legal personal representative of such person;
“Group”	the Company and its subsidiaries;
“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”	5 December 2023, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information contained in this circular;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange as amended from time to time;
“Offer”	the offer of the grant of an Option made in accordance with the terms of the Share Option Scheme;

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## DEFINITIONS

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“Option(s)”	right granted for the subscription of Shares pursuant to the Share Option Scheme;
“Option Period”	in respect of any particular Option, a period within which the Option may be exercised by the Grantee, which shall be notified by the Board to each Grantee at the time of making an Offer but in any event shall not be more than ten years from the Date of Grant;
“Related Entity Participant(s)”	directors and employees of the holding companies, fellow subsidiaries or associated companies of the Company;
“Remuneration Committee”	the remuneration committee of the Board;
“Scheme Mandate Limit”	10% of the total number of issued Shares as of the Adoption Date, details of which are set out in paragraph 4.1 of Appendix I to this circular;
“Scheme Rules”	the rules of the Share Option Scheme;
“Service Provider(s)”	person(s) who provide services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long-term growth of the Group, including but not limited to person(s) who work for the Company as independent contractors (including advisers, consultants, contractors, suppliers, agents, entities providing research, development or other technological support and service providers of any member of the Group) where the continuity and frequency of their services are akin to those of employees, but excluding placing agents or financial advisers providing advisory services for fundraising, mergers or acquisitions or professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity;
“Service Provider Sublimit”	1% of the total number of issued Shares as of the Adoption Date, details of which are set out in paragraph 4.2 of Appendix I to this circular;

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## DEFINITIONS

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“Share(s)”	ordinary shares in the capital of the Company or, if there has been any subsequent sub-division, reduction, consolidation, reclassification or reconstruction of the share capital of the Company, the shares in the ordinary share capital of the Company resulting from such sub-division, reduction, consolidation, reclassification or reconstruction;
“Shareholder(s)”	the holder(s) of the Share(s);
“Share Option Scheme”	the share option scheme proposed to be adopted by the Company at the EGM in its present form or as may be amended from time to time;
“Share Registrar”	the share registrar of the Company from time to time;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subscription Price”	the price per Share at which a Grantee may subscribe for the Shares on the exercise of an Option as determined in accordance with the Scheme Rules;
“Subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules;
“substantial shareholder”	has the meaning ascribed to it under the Listing Rules; and
“%”	per cent.

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LETTER FROM THE BOARD

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**Jinhai International Group Holdings Limited**

**今海國際集團控股有限公司**

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

**(Stock Code: 2225)**

*Executive Directors:*

Mr. Chen Guobao (*Chairman*)  
Mr. Wang Zhenfei (*Chief Executive Officer*)  
Mr. Li Yunping

*Non-executive Directors:*

Mr. Wang Huasheng  
Mr. Yu Mingyang

*Independent non-executive Directors:*

Mr. Yan Jianjun  
Mr. Fan Yimin  
Ms. Yang Meihua

*Registered office:*

Vistra (Cayman) Limited  
P.O. Box 31119  
Grand Pavilion, Hibiscus Way  
802 West Bay Road  
Grand Cayman  
KY1-1205  
Cayman Islands

*Head office and principal place  
of business in Singapore:*

31 Sungei Kadut Avenue  
Singapore 729660

*Principal place of business in  
Hong Kong:*

Room 2503  
Cosco Tower  
183 Queen's Road Central  
Sheung Wan, Hong Kong

9 December 2023

*To the Shareholders*

Dear Sir or Madam,

**(1) PROPOSED ADOPTION OF THE SHARE OPTION SCHEME  
AND  
(2) NOTICE OF EXTRAORDINARY GENERAL MEETING**

**INTRODUCTION**

Reference is made to the announcement of the Company dated 4 December 2023 in relation to, among other things, the proposed adoption of the Share Option Scheme. The purpose of this circular is to provide you with information and to seek your approval in respect of the resolutions to be proposed at the EGM for the proposed adoption of the Share Option Scheme. A notice of the EGM containing the resolutions to be proposed at the EGM is set out in this circular.

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## LETTER FROM THE BOARD

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

The purposes of the Share Option Scheme are (i) to provide Eligible Participants with the opportunity to acquire proprietary interests in the Company and to encourage Eligible Participants to work towards enhancing the value of the Company and its Shares for the benefit of the Company and its Shareholders as a whole; (ii) to motivate Eligible Participants to contribute to the success of the Group's operations; and (iii) to provide the Company with a flexible means of retaining, incentivising, rewarding, remunerating, compensating and/or providing benefits to Eligible Participants.

The Directors consider that it is in the interests of the Company and the Shareholders as a whole to adopt the Share Option Scheme, which have been prepared in compliance with the Listing Rules currently in force as at the Latest Practicable Date. The Share Option Scheme will become effective on the Adoption Date, being the date on which the last Adoption Condition is satisfied.

Ordinary resolutions will be proposed at the EGM for the Shareholders to consider and, if thought fit, to approve the adoption of the Share Option Scheme, which complies with the latest regulatory requirements under Chapter 17 of the Listing Rules.

#### **Adoption Conditions of the Share Option Scheme**

The adoption of the Share Option Scheme will take effect upon satisfaction of the following conditions (i.e. the Adoption Conditions):

- (1) the passing by the Shareholders at a general meeting of the Company of an ordinary resolution to approve the adoption of the Share Option Scheme; and
- (2) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, such number of Shares representing the Scheme Mandate Limit to be allotted and issued by the Company pursuant to the exercise of any Option which may be granted under the Share Option Scheme in accordance with the terms and conditions of the Share Option Scheme.

An application will be made to the Stock Exchange for the approval for the listing of, and permission to deal in, any new Shares which may fall to be issued and allotted pursuant to the exercise of the Options which may be granted under the Share Option Scheme.

#### **Explanation of the terms of the Share Option Scheme**

A summary of the principal terms of the Share Option Scheme is set out in Appendix I to this circular.

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## LETTER FROM THE BOARD

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### Eligible Participants

Eligible Participants include the Employee Participants, the Related Entity Participants and the Service Providers.

The Directors are of the view that the adoption of the Share Option Scheme aligns with the market practice of providing incentives to Employee Participants to work towards enhancing the enterprise value and achieving the long-term objectives for the benefit of the Group as a whole.

The Service Providers eligible for the granting of Options will include (i) contractors, suppliers and agents and entities providing research, development or other technological support, who are connected with various areas of the Group's day-to-day operations, including sales and marketing, provision of services and raw materials, procurement and research and development or other technological support, are to directly contribute to the long term growth of the Group's business and their performances will contribute to the operating performance and financial results of the Group; and (ii) advisers, consultants and service providers possessing industry-specific knowledge or expertise or valuable experience or deep understanding or insight in the business, financial or commercial areas of the Group, who would provide advisory, consultancy, technology, and client referral services to the Group on areas relating to the Group's principal business activities and play significant roles in the Group's business development by contributing their skills, experience, knowledge and expertise in the business activities of the Group on a continuing and recurring basis. The Group has from time to time collaborated with Service Providers under the above categories in the Group's principal business activities. In particular, the Group is actively developing its business of provision of minimally invasive surgery solution and medical products and related services ("**Medical Business**"). On top of the experts and research and development team engaged by the Group, the Group's Medical Business requires extensive supports from Service Providers for high-quality services and/or products such as medical-grade raw materials, research and development, inspection and testing, technological support, medical industry-related advisory services, and client referral services. It is the norm of the medical industry to offer equity incentives to Service Providers. Accordingly, by granting Options to Services Providers, the Company and the Services Providers can share the same interests and objectives to cope with the business needs, in the mean time, the Group maintains the flexibility to recognize their contribution to the Group's growth and development in the long run.

The Related Entity Participants eligible for the granting of Options will include directors and employees of the holding companies, fellow subsidiaries or associated companies of the Company.

In assessing whether Options are to be granted to any Eligible Participant, the Board shall take into account various factors, including but not limited to, the nature and extent of contributions or potential contributions provided by such Eligible Participant to the Group, the special skills or technical knowledge possessed by them which is beneficial to the continuing or

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## LETTER FROM THE BOARD

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future development of the Group, the value which such Eligible Participant has brought to the Group's business and development and whether granting Options to such Eligible Participant is an appropriate incentive to motivate such Eligible Participant to contribute towards the success of the Group's operations.

In light of the above, the Directors (including the independent non-executive Directors) consider that (i) the proposed categories of the Service Providers and Related Entity Participants are in line with the Company's business needs and the industry norm of providing equity-based payment to stakeholders; (ii) apart from the contributions of employees and directors of the Group, the success of the Group may also come from the efforts and cooperation of non-employees of the Group (including the Related Entity Participants and the Service Providers) who play a part in the development and continued success of the Group's business and operations, and have contributed or may contribute to the Group in the future; (iii) it is beneficial to include Service Providers and Related Entity Participants since a sustainable and stable relationship with them is essential to the business development of the Group; and (iv) the criteria for the selection of Eligible Participants and the terms of the grants align with the purpose of the Share Option Scheme. The Group will also be able to recruit and retain high-calibre employees and attract human resources that are valuable to the Group both inside and outside of the Group, which is conducive to the long-term development of the Group.

### **Vesting period**

The vesting period for Options under the Share Option Scheme shall not be less than 12 months. To ensure the practicability in fully attaining the purpose of the Share Option Scheme, for Employee Participants, the Remuneration Committee is of the view and the Board concurs that (i) there are certain instances where a strict 12-month vesting requirement would not work or would not be fair to the Grantee, such as those set out in paragraphs 8.2(a) to (e) of Appendix I to this circular; (ii) there is a need for the Group to retain flexibility to reward exceptional performers with accelerated vesting or in exceptional circumstances where justified; and (iii) the Group should be allowed discretion to formulate its own talent recruitment and retention strategies in response to changing market conditions and industry competition, and thus should have flexibility to impose vesting conditions such as performance-based vesting conditions instead of time-based vesting criteria depending on individual circumstances. Hence, the Remuneration Committee is of the view and the Board concurs that the shorter vesting period prescribed in paragraphs 8.2(a) to (e) of Appendix I to this circular, which is available to Employee Participants at the discretion of the Board (or the Remuneration Committee where the arrangements relate to grant of Options to Directors and/or senior managers of the Group), is in line with the market practice, is appropriate and aligns with the purpose of the Share Option Scheme.

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## LETTER FROM THE BOARD

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### **Scheme Mandate Limit and Service Provider Sublimit**

There was a total of 1,292,500,000 Shares in issue as at the Latest Practicable Date. Assuming that there is no change in the issued share capital of the Company from the Latest Practicable Date up to the Adoption Date, the maximum number of Shares which may be issued in respect of all Options to be granted under the Share Option Scheme and any other share scheme(s) will be 129,250,000 Shares, representing 10% of the total number of Shares in issue as at the Adoption Date.

The Service Provider Sublimit of the Share Option Scheme and any other share scheme(s) of the Company will be 12,925,000 Shares, representing 1% of total number of the issued Shares as of the Adoption Date, assuming that there is no change in the issued share capital of the Company from the Latest Practicable Date up to the Adoption Date. The basis for determining the Service Provider Sublimit includes the potential dilution effect arising from grants to the Service Providers, the importance of striking a balance between achieving the purpose of the Share Option Scheme and protecting Shareholders from the dilution effect from granting a substantial amount of Options to the Service Providers, the extent of the use of Service Providers in the Group's business, and the fact that the Company expects that a majority of the Options will be granted to Employee Participants and Related Entity Participants and as such there is a need to reserve a larger portion of the Scheme Mandate Limit for grants to the Employee Participants and Related Entity Participants. Given the above, the Board has made reference to the 1% Individual Limit (as defined in Appendix I) and considered that a sublimit of 1% would not lead to an excessive dilution of existing Shareholders' holdings.

Considering the Group's hiring practice and organisational structures and that the Service Providers have contributed to the long-term growth of the Group's business development, the Board is of the view that the Service Provider Sublimit is appropriate and reasonable as it provides flexibility to grant Options to the Service Providers to align with the purpose of the Share Option Scheme and the relatively low threshold sublimit of 1% can provide adequate safeguard against excessive dilution of existing Shareholders' holdings. The Service Provider Sublimit is subject to separate approval of the Shareholders at the EGM.

### **Performance targets and clawback mechanism**

The Scheme Rules will not prescribe specific performance targets that must be met before an Option can be exercised. However, the Scheme Rules will give the Board discretion to impose such conditions on the Options. The Board considers that it may not always be appropriate to impose such conditions on the Options, particularly when the purpose of granting the Options is to remunerate or compensate Eligible Participants for past contributions. The Board considers that it is more beneficial to the Group to retain the flexibility to determine whether such conditions are appropriate in light of the particular circumstances of each grant.

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## LETTER FROM THE BOARD

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The Board may determine and set any performance targets, which shall be stated in the Offer to the Grantee, to be attained before the exercise of an Option granted to the Grantee as the Board may think fit. The Board is of the view that it is not practicable to expressly set out a generic set of performance targets in the Scheme Rules, as each Grantee plays different roles and contributes in different ways to the Group. The Board shall have regard to the purpose of the Share Option Scheme and the position, contributions and importance of the Grantee to the Group in making such determinations, and ensure that appropriate specific performance targets will be set under particular circumstances of the relevant Grantee(s). Such performance targets may include: (a) any measurable performance benchmark which the Board considers relevant to the Grantee, such as key performance indicators of respective department(s) and/or business unit(s) that the Grantee belongs, individual position, annual appraisal result and performance of the Grantee determined under the Company's employee performance evaluation system; (b) the Grantee's fulfilment of milestones with respect to, including but not limited to, business development of the Group; (c) annual results of the Company, annual growth on the revenue of the Group as compared to the immediately preceding financial year and performance of the Group; and/or (d) any other performance targets as the Board determines as appropriate.

The Group will utilise its internal assessment system to appraise and evaluate the performance targets applicable to each grant of Options on a case-by-case basis. The Company will evaluate the actual performance and contribution of an Eligible Participant against the performance targets set and form a view as to whether the relevant performance targets have been satisfied. For Employee Participants, the assessment will be based on the individual's overall performance, performance of the team or department that the Employee Participant belongs to and the performance of the Group as a whole. For Related Entity Participants and Service Providers, the assessment will be based on the quality of supports provided to the Group and level of contributions to the Group with reference to the nature and background of the Related Entity Participant or Service Provider. Specific weightings will be given to the various factors above, with reference to the role of the Eligible Participant and the respective contributions to the Group in order to provide a fair and objective appraisal. The Board (and the Remuneration Committee in respect of grants of Options to the Directors and/or senior management of the Group) shall have the sole discretion in determining whether the relevant performance targets for the Eligible Participant have been met.

Unless the Board otherwise determined and provided in the Offer, where there has been an occurrence of misconduct during the Option Period such as: (a) any material misstatements or omissions in the Company's financial statements by a Grantee; (b) any violation by a Grantee of confidentiality or non-competition obligations owed to the Group, or any leakage by such Grantee of the Group's trade secrets, intellectual property or proprietary information; (c) any termination of employment contracts by a Grantee without notice or payment in lieu of notice; (d) any conviction of any criminal offence by a Grantee involving integrity or honesty; or (e) any conduct of a Grantee that has material adverse effect to the reputation or interests of the Group, the Options may be subject to clawback as considered and recommended by the Remuneration Committee and determined and approved by the Board where appropriate. The clawback of

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## LETTER FROM THE BOARD

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Options granted to the Directors and senior management of the Group, and any grants of Options to the Directors and senior management of the Group without clawback, shall be further subject to the approval of the Remuneration Committee and any other requirements under the Listing Rules.

The Options that are clawed back pursuant to this paragraph shall be regarded as cancelled and the Options so cancelled shall be regarded as utilised for the purpose of calculating the Scheme Mandate Limit (or the New Scheme Mandate Limit (as defined in Appendix I), as the case may be).

The Board considers that, generally speaking, the Options which have vested and are exercisable should be retained by Eligible Participants, in particular, where such Options have vested due to the fulfilment of any performance targets set by the Board or for recognition of past contributions to the Group. The Board is of the view that with the above clawback mechanism in place in the event of misconduct, the Company would be able to claw back the equity incentives granted to the Grantees culpable of misconduct, which is in line with the purpose of the Share Option Scheme and the interest of Shareholders in general.

### **Basis of Determination of the Subscription Price**

Eligible Participants to whom Options shall be granted, are entitled to subscribe for the number of Shares at the Subscription Price as determined by the Board in its discretion on the date of grant, but in any event, the Subscription Price shall be at least the highest of:

- (a) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the Date of Grant;
- (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 Date of Grant; and
- (c) the nominal value of the Shares on the Date of Grant.

The basis for determining the Subscription Price is also specified precisely in the Scheme Rules. The Board considers that such basis will serve to preserve the value of the Company and encourage the Eligible Participants to acquire proprietary interests in the Company.

### **Document on Display**

A copy of the Scheme Rules of the Share Option Scheme will be published on the respective websites of the Stock Exchange at "www.hkexnews.hk" and the Company at "www.jin-hai.com.hk" for display for a period of not less than 14 days before the date of EGM and will be made available for inspection at the EGM.

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## LETTER FROM THE BOARD

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### EGM

A notice convening the EGM to be held at Block 3 East, 1275 Meichuan Road, Putuo District, Shanghai, China at 3:00 p.m. on Friday, 29 December 2023 is set out on pages EGM-1 to EGM-3 of this circular. Resolutions will be proposed at the EGM to approve, among other things, the proposed adoption of the Share Option Scheme.

A form of proxy for use at the EGM is enclosed with this circular and such form of proxy is also published at the website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk). Whether or not you are able to attend the EGM, you are requested to complete the accompanying form of proxy in accordance with the instructions printed thereon and deposit the same at the Company's branch share registrar in Hong Kong, Boardroom Share Registrars (HK) Limited, at Room 2103B, 21/F, 148 Electric Road, North Point, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjournment thereof should you so wish.

All proposed resolutions to be approved at the EGM will be taken by poll and an announcement will be made by the Company after the EGM on the results of the EGM.

### RESPONSIBILITY STATEMENT

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

### CLOSURE OF REGISTER OF MEMBERS

For the purpose of determining Shareholders who are entitled to attend and vote at the EGM, the register of members of the Company will be closed from Thursday, 28 December 2023 to Friday, 29 December 2023, both days inclusive, during which period, no transfer of shares will be registered. In order to qualify for attending and voting at the EGM, all transfers of shares accompanied by the relevant share certificates and transfer forms should be lodged for registration with the Company's branch share registrar in Hong Kong, Boardroom Share Registrars (HK) Limited, at Room 2103B, 21/F, 148 Electric Road, North Point, Hong Kong as soon as practicable and in any event not later than 4:30 p.m. (Hong Kong time) on Wednesday, 27 December 2023.

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## LETTER FROM THE BOARD

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### RECOMMENDATIONS

The Directors consider the proposed adoption of the Share Option Scheme are in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of the relevant resolutions to be proposed at the EGM.

### GENERAL

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on any resolutions to be proposed at the EGM.

### MISCELLANEOUS

The English text of this circular shall prevail over the Chinese text for the purpose of interpretation.

Yours faithfully,  
By Order of the Board  
**Jinhai International Group Holdings Limited**  
**Chen Guobao**  
*Chairman of the Board and executive Director*

*The following is a summary of the principal terms of the Scheme Rules. It does not form part of, nor is it intended to be part of the Scheme Rules and it should not be taken as affecting the interpretation of the Scheme Rules. Reference to paragraphs are to paragraphs of this Appendix.*

**1. PURPOSES OF THE SHARE OPTION SCHEME**

The purposes of the Share Option Scheme are (i) to provide Eligible Participants with the opportunity to acquire proprietary interests in the Company and to encourage Eligible Participants to work towards enhancing the value of the Company and its Shares for the benefit of the Company and its Shareholders as a whole; (ii) to motivate Eligible Participants to contribute to the success of the Group's operations; and (iii) to provide the Company with a flexible means of retaining, incentivising, rewarding, remunerating, compensating and/or providing benefits to Eligible Participants.

**2. ELIGIBLE PARTICIPANTS OF THE SHARE OPTION SCHEME AND THE BASIS OF DETERMINING ELIGIBILITY OF ELIGIBLE PARTICIPANTS**

- 2.1 The eligibility of any of the Eligible Participants to an Offer shall be determined by the Board from time to time on the basis of the Board's opinion as to the Eligible Participant's contribution or potential contribution to the success of the Group's operations and enhancing the value of the Company and its Shares.
- 2.2 In assessing whether Options are to be granted to any Eligible Participant, the Board shall take into account various factors, including but not limited to, the nature and extent of contributions or potential contributions provided by such Eligible Participant to the Group, the special skills or technical knowledge possessed by them which is beneficial to the continuing or future development of the Group, the value which such Eligible Participant has brought to the Group's business and development and whether granting Options to such Eligible Participant is an appropriate incentive to motivate such Eligible Participant to contribute towards the success of the Group's operations.

- 2.3 In determining the eligibility of the Employee Participant(s), the Board will consider all relevant factors as appropriate, including, among other things:
- (a) his/her skills, knowledge, experience, expertise relevant to the operations of the Group and in enhancing the value of the Company and its Shares;
  - (b) his/her performance, length of services, responsibilities or employment terms and the prevailing market practice and industry standard;
  - (c) his/her contribution made or expected to be made towards the success of the Group's operations or enhancing the value of the Company and its Shares; and
  - (d) his/her educational and professional qualifications, and knowledge in the industry in which the Group is currently having operations or the industry in which the Group is going to develop.
- 2.4 In assessing the eligibility of the Related Entity Participant(s), the Board will consider all relevant factors as appropriate, including, among other things:
- (a) the responsibility taken up or to be taken up by the Related Entity Participant(s) towards the success of the Group's operations or enhancing the value of the Company and its Shares;
  - (b) the positive impacts brought by, or expected to be brought by, the Related Entity Participant on the Group's business development in terms of financial performance or financial position;
  - (c) whether the Related Entity Participant has referred or introduced opportunities to the Group which have materialised into further business relationships;
  - (d) whether the Related Entity Participant has assisted the Group in tapping into new markets and/or increased its market share; and
  - (e) the materiality and nature of the business relations of holding companies, fellow subsidiaries or associated companies with the Group and the Related Entity Participant's contribution in such holding companies, fellow subsidiaries or associated companies of the Group which may benefit the principal businesses of the Group through a collaborative relationship.

- 2.5 In assessing the eligibility of the Service Provider(s), the Service Provider(s) shall be person(s) who provide services to the Group on a continuing or recurring basis in its ordinary and usual course of business from time to time which are in the interests of the long-term growth of the Group, including but not limited to person(s) who work for the Company as independent contractors (including advisers, consultants, contractors, suppliers, agents, entities providing research, development or other technological support and service providers of any member of the Group) where the continuity and frequency of their services are akin to those of employees.
- 2.6 Amongst the Service Providers eligible for the granting of Options, (i) contractors, suppliers and agents and entities providing research, development or other technological support are to directly contribute to the long-term growth of the Group's business by taking roles or providing services that are in a continuing and recurring nature in its ordinary and usual course of business. The contractors, suppliers and agents and entities providing research, development or other technological support are connected with various areas of the Group's day-to-day operations, including sales and marketing, provision of services and raw materials, procurement and research and development or other technological support and their performances will contribute to the operating performance and financial results of the Group; and (ii) advisers, consultants and service providers are those who would play significant roles in the Group's business development by contributing their skills, experience, knowledge and expertise in the business activities of the Group on a continuing and recurring basis. Such advisers, consultants and service providers, possessing industry-specific knowledge or expertise or valuable experience or deep understanding or insight in the business, financial or commercial areas of the Group, would provide advisory, consultancy, technology, and client referral services to the Group on areas relating to the Group's principal business activities. Their continuing and recurring engagement and cooperation with the Group would benefit the Group with frequent and successive strategic advice and guidance in its ordinary and usual course of business, which are substantively comparable to contributions of highly-skilled or executive employees of the Group.
- 2.7 In assessing the eligibility of the Service Provider(s), the Board will consider all relevant factors as appropriate, including, among other things:
- (a) in respect of contractors, suppliers and agents and entities providing research, development or other technological support:
    - (i) the scale of the Service Provider's business dealings with the Group in terms of purchases or sales attributable to him/her/it;
    - (ii) the ability of the Service Provider to maintain the quality of services;

- (iii) the performance of the Service Provider and track record, including whether the Service Provider has a proven track record of delivering quality services;
  - (iv) the benefits and strategic value brought by the Service Provider to the Group's development and future prospects in terms of the financial return attributable to the Service Provider's collaboration with the Group;
  - (v) the scale of the Service Provider's collaboration with the Group and the length of business relationships between the Service Provider and the Group; and
  - (vi) the business opportunities and external connections that the Service Provider has introduced or will potentially introduce to the Group.
- (b) in respect of advisers and consultants:
- (i) the expertise, professional qualifications and industry experience of the Service Provider;
  - (ii) the performance of the Service Provider and track record, including whether the Service Provider has a proven track record of delivering quality services;
  - (iii) the prevailing market fees chargeable by other services providers;
  - (iv) the Group's length of engagement of or collaboration with the Service Provider; and
  - (v) the Service Provider's actual or potential contribution to the Group in terms of a reduction in costs or an increase in revenue or profit.

### **3. GRANT OF OPTIONS**

- 3.1 On and subject to the terms of the Share Option Scheme and the requirements of the Listing Rules, the Board shall be entitled, but shall not be bound, at any time within ten years commencing on the Adoption Date to make an Offer to any Eligible Participant, as the Board may in its absolute discretion select, to take up an Option pursuant to which such Eligible Participant may, during the Option Period, subscribe for such number of Shares (being a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof) at the Subscription Price as the Board may determine.

- 3.2 The Offer shall specify the terms on which the Option is to be granted and the Board may at its discretion specify any condition in the Offer which must be satisfied before the Option may be exercised.
- 3.3 The Offer shall state the following:
- (a) the name, address and position of the Eligible Participant and the category to which the Eligible Participant belongs;
  - (b) the number of Shares in respect of which the Offer is made and the Subscription Price;
  - (c) the Option Period in respect of which the Offer is made, or as the case may be, the Option Period in respect of separate parcels of Shares comprised in the Offer;
  - (d) the last date by which the Offer must be accepted (which must not be later than 21 days from the date on which the letter containing the Offer is delivered to that Eligible Participant);
  - (e) a minimum period for which the Options must be held before it is vested and exercisable, in accordance with the terms of the Share Option Scheme;
  - (f) the procedure for acceptance;
  - (g) the performance target(s) (if any) that must be attained by the Eligible Participant before any Option can be exercised;
  - (h) the clawback mechanism for the Company to recover or withhold any Option granted to any Eligible Participants (if any) as provided in the Scheme Rules;
  - (i) such other terms and conditions of the Offer as may be imposed by the Directors which in their opinion are fair and reasonable and not inconsistent with the Scheme; and
  - (j) a statement requiring the Eligible Participant to undertake to hold the Options on the terms on which it is to be granted and to be bound by the provisions of the Scheme.

**4. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION**

- 4.1 The total number of Shares which may be issued in respect of all Options, share options and awards to be granted under the Share Option Scheme and any other share option scheme(s) of the Company or share award scheme(s) of the Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) (the “**Scheme Mandate Limit**”) shall not in aggregate exceed 10% of the total number of Shares in issue as at the Adoption Date. Options lapsed in accordance with the terms of the Share Option Scheme shall not be regarded utilised for the purpose of calculating the Scheme Mandate Limit.
- 4.2 Subject to paragraph 4.1, the total number of Shares which may be issued in respect of all Options, share options and awards to be granted to the Service Providers under the Share Option Scheme and any other share option scheme(s) of the Company or share award scheme(s) of the Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) shall not in aggregate exceed 1% of the total number of Shares in issue as at the Adoption Date (the “**Service Provider Sublimit**”).
- 4.3 Options cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and Service Provider Sublimit.
- 4.4 The Company may refresh the Scheme Mandate Limit (and the Service Provider Sublimit) at any time by obtaining approval of the Shareholders in general meeting after three years from the Adoption Date or the date of the Shareholders’ approval for the last refreshment, provided that:
- (a) the total number of Shares which may be issued in respect of all share options and shares awards to be granted under all of the share option scheme(s) or share award scheme(s) of the Company under the Scheme Mandate Limit as refreshed (the “**New Scheme Mandate Limit**”) shall not exceed 10% (and the Service Provider Sublimit as refreshed (the “**New Service Provider Sublimit**”) shall not exceed 1%) of the Shares in issue at the date of the Shareholders’ approval of such New Scheme Mandate Limit (and New Service Provider Sublimit). Options or share options or awards previously granted under the Scheme or any other share option scheme(s) or share award scheme(s) of the Company lapsed in accordance with the terms of the share scheme will not be regarded as utilised for the purpose of calculating the New Scheme Mandate Limit (and the New Service Provider Sublimit, if any). The Company must send a circular to its Shareholders containing the number of Options, share options and share awards that were already granted under the existing Scheme Mandate Limit and the existing Service Provider Sublimit, and the reason for the refreshment.

- (b) any refreshment to the Scheme Mandate Limit (and the Service Provider Sublimit) within any three-year period must be approved by the Shareholders, subject to: (i) any controlling shareholders and their associates (or if there is no controlling shareholder, Directors (excluding independent non-executive Directors) and the chief executive of Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting; and (ii) the Company must comply with the requirements under Rules 13.39(6), 13.39(7), 13.40, 13.41 and 13.42 of the Listing Rules.
  - (c) the requirements under paragraph 4.4(b) do not apply if the refreshment is made immediately after an issue of securities by the Company to the Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the total number of Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities, rounded to the nearest whole Share.
- 4.5 The Company may also seek separate Shareholders' approval in general meeting for granting Options, share options and shares awards under the Share Option Scheme or other share option scheme(s) or share award scheme(s) of the Company beyond the Scheme Mandate Limit, provided the share options or share awards 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 the name of each specified Eligible Participant who may be granted such share options or awards, the number and terms of the share options or awards to be granted to each Eligible Participant, and the purpose of granting options or awards to the specified Eligible Participants with an explanation as to how the terms of the share options or awards serve such purpose. The number and terms of share options or awards to be granted to such Eligible Participant must be fixed before Shareholders' approval. In respect of any share options to be granted, the date of the board meeting for proposing such grant should be taken as the date of grant for the purpose of calculating the Subscription Price.

**5. MAXIMUM ENTITLEMENT OF SHARES OF EACH ELIGIBLE PARTICIPANT**

5.1 The total number of Shares issued and to be issued in respect of all Options, share options or awards granted to each Eligible Participant (including both exercised or outstanding Options, share options and awards but excluding any Options, share options and awards lapsed in accordance with the terms of their respective schemes) in any 12-month period up to and including the date of such grant shall not exceed 1% of the Shares in issue (the “**1% Individual Limit**”). Any further grant of Options, share options or awards granted to an Eligible Participant which would result in the Shares issued and to be issued upon exercise of all Options, share options or awards granted and to be granted to such Eligible Participant (including both exercised or outstanding Options, share options and awards but excluding any Options, share options and awards lapsed in accordance with the terms of their respective schemes) in the 12-month period up to and including the date of such further grant exceeding the 1% Individual Limit shall be subject to Shareholders’ approval in general meeting in advance with such Eligible Participant and his close associates (or his associates if such Eligible Participant is a connected person) abstaining from voting. The Company must send a circular to the Shareholders. The number and terms of the share options to be further granted to such Grantee must be fixed before Shareholders’ approval. In respect of any share options to be further granted, 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.

**6. ACCEPTANCE OF OPTION**

6.1 An Offer shall remain open for acceptance by the Eligible Participant concerned for a period of 21 days from the Date of Grant. An Offer shall be deemed to have been accepted and the Option to which the Offer relates shall be deemed to have been granted and to have taken effect when the duplicate of the offer letter comprising acceptance of the Offer duly signed by the Grantee with the number of Shares in respect of which the Offer is accepted clearly stated therein, together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof, is received by the Company. Such remittance shall not be refundable in any circumstances.

6.2 Any Offer may be accepted in respect of less than the number of Shares for which it is offered provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the duplicate of the offer letter comprising acceptance of the Offer in the manner as set out in paragraph 6.1. To the extent that the Offer is not accepted within 21 days from the Date of Grant in the manner indicated in paragraph 6.1, it shall be deemed to have been irrevocably declined.

6.3 The Option Period of an Option shall not be more than ten years from the Date of Grant of that Option.

## **7. PERIOD WITHIN WHICH THE OPTION MAY BE EXERCISED**

An Option may, subject to the terms and conditions upon which such Option is granted, be exercised in whole or in part and, other than where it is exercised to the full extent outstanding, shall be exercised in integral multiples of such number of Shares as shall represent one board lot for dealing in Shares on the Stock Exchange for the time being, in the manner as set out in paragraphs 10, 11, 12 and 13 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 aggregate amount of the Subscription Price multiplied by the number of Shares in respect of which the notice is given. Within 15 Business Days after receipt of the notice and the remittance and, where appropriate, receipt of the Auditors' or the relevant independent financial advisor's (retained for such purpose) certificate pursuant to paragraph 16, the Company shall allot and issue, and shall instruct the share registrar to issue, the relevant Shares to the Grantee credited as fully paid and issue to the Grantee a share certificate in respect of the Shares so allotted.

## **8. VESTING PERIOD OF OPTION**

8.1 The vesting period for the Options shall be determined by the Board, and save for the circumstances prescribed in paragraph 8.2, shall not be less than 12 months after the Date of Grant.

8.2 A shorter vesting period may be granted to the Employee Participants at the discretion of the Board (or the Remuneration Committee where the arrangements relate to grant of Options to Directors and/or senior managers of the Group) only in any of the following circumstances:

- (a) grants of "make-whole" Options to new joiners to replace the share awards or options they forfeited when leaving the previous employer;
- (b) grants to an Employee Participant whose employment is terminated due to disability or occurrence of any out-of-control event;
- (c) grants that are made in batches during a year for administrative and compliance reasons, which include Options that should have been granted earlier if not for such administrative or compliance reasons but had to wait for subsequent batch. In such case, the vesting period may be shorter to reflect the time from which the Option would have been granted;

- (d) grants with a mixed or accelerated vesting schedule such as where the Option may vest evenly over a period of 12 months; or
- (e) grants with performance-based vesting conditions in lieu of time-based vesting criteria,

each of which is considered appropriate and serves the purpose of the Share Option Scheme to provide flexibility to grant Options (i) as part of competitive terms and conditions to induce valuable talent to join the Group (sub-paragraphs (a) and (d)); (ii) to reward past contribution which may otherwise be neglected due to administrative or technical reasons (sub-paragraphs (b) and (c)); (iii) to reward exceptional performers with accelerated vesting (sub-paragraph (d)); (iv) to motivate exceptional performers based on performance metrics rather than time (sub-paragraph (e)); and (v) in exceptional circumstances where justified (sub-paragraphs (a) to (e)).

- 8.3 In the circumstances contemplated in paragraphs 10 to 13 below, the Board shall determine in its absolute discretion whether such Options shall vest and the period within which such Options shall vest, subject to the requirements of the Listing Rules and rules of the Share Option Scheme (including the requirements on vesting period as set out in paragraphs 8.1 and 8.2 above). For the avoidance of doubt, vesting period of Options granted to Eligible Participants who are not Employee Participants will not be less than 12 months in any event.

## **9. SUBSCRIPTION PRICE**

- 9.1 The Subscription Price in respect of any Option shall, subject to the adjustments referred to in paragraph 16, be such price determined by the Board at its absolute discretion and notified to the Eligible Participant in the Offer at the time of the Offer and shall be at least highest of:
- (a) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the Date of Grant;
  - (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 Date of Grant; and
  - (c) the nominal value of the Shares on the Date of Grant.

**10. RIGHTS OF WINDING UP**

In the event a notice is given by the Company to its Shareholders to convene a Shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall forthwith give notice thereof to the Grantee and the Grantee may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or, if the Company shall give the relevant notification, to the extent notified by the Company in accordance with the terms of the Share Option Scheme, and the Company shall as soon as possible and in any event no later than two Business Days prior to the date of the proposed Shareholders' meeting, allot, issue and register in the name of the Grantee such number of fully paid Shares which fall to be issued on exercise of such Option.

**11. RIGHTS ON A GENERAL OFFER BY WAY OF TAKEOVER OR SCHEME OF ARRANGEMENT**

11.1 If a general offer by way of voluntary offer, takeover or otherwise (other than by way of scheme of arrangement pursuant to paragraph 11.2 below) is made to all the holders of Shares (or all such holders other than the offeror, any person controlled by the offeror and any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, the Company shall forthwith give notice thereof to the Grantee and the Grantee shall be entitled to exercise the Option to its full extent or, if the Company shall give the relevant notification, to the extent notified by the Company in accordance with the terms of the Share Option Scheme at any time within such period as shall be notified by the Company;

11.2 If a general offer for Shares by way of scheme of arrangement is made to all the holders of Shares and has been approved by the necessary number of holders of Shares at the requisite meetings, the Company shall forthwith give notice thereof to the Grantee and the Grantee may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or, if the Company shall give the relevant notification, to the extent notified by the Company in accordance with the terms of the Share Option Scheme.

**12. RIGHTS ON A COMPROMISE OR ARRANGEMENT**

In the event of a compromise or arrangement, other than a scheme of arrangement contemplated in paragraph 11.2, between the Company and its members and/or creditors being proposed in connection with a scheme for the reconstruction or amalgamation of the Company, the Company shall give notice thereof to all Grantees on the same day as it first gives notice of the meeting to its members and/or creditors to consider such a compromise or arrangement and the Grantee may at any time thereafter but before such time as shall be notified by the Company exercise the Option to its full extent or, if the Company shall give the relevant notification, to the extent notified by the Company in accordance with the terms of the Share Option Scheme, and the Company shall as soon as possible and in any event no later than two Business Days prior to the date of the proposed meeting, allot, issue and register in the name of the Grantee such number of fully paid Shares which fall to be issued on exercise of such Option.

**13. RIGHTS ON CEASING EMPLOYMENT, DEATH/DISABILITY OR DISMISSAL**

13.1 In the event the Grantee (being an Employee Participant) ceases to be an Employee Participant for any reason other than (i) his death or (ii) on one or more of the grounds of termination of employment specified in paragraph 15.1(f), the Option shall lapse on the date of cessation of such employment and not be exercisable unless the Board otherwise determines (such as by reason of disability, ill-health or retirement in accordance with the relevant contract of employment) in which event the Option shall be exercisable to the extent and within such period as the Board may determine. The date of cessation of employment of a Grantee (being an employee and who may or may not be a director of any member of the Group) shall be the last actual working day on which the Grantee was physically at work with the Company or the relevant Subsidiary of the Company, whether salary is paid in lieu of notice or not.

13.2 In the event the Grantee ceases to be an Employee Participant for reason of his death before exercising the Option in full and none of the events for termination of employment under paragraph 15.1(f) then exists with respect to such Grantee, the personal representative(s) of the Grantee shall be entitled within a period of 12 months (or such longer period as the Board may determine) from the date of death to exercise the Option up to the entitlement of such Grantee as at the date of death.

**14. DURATION OF THE SHARE OPTION SCHEME**

14.1 The Share Option Scheme shall be valid and effective for a period of ten years commencing on the Adoption Date. After the expiry of the ten-year period, no further Options shall be offered or granted, but in all other respects the provisions of the Share Option Scheme shall remain in full force and effect. Options complying with the provisions of Chapter 17 of the Listing Rules which are granted during the life of the Share Option Scheme shall continue to be exercisable in accordance with their terms of issue after the end of the ten-year period.

**15. LAPSE OF OPTION**

15.1 An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:-

- (a) the expiry of the Option Period;
- (b) the expiry of the periods for exercising the Option as referred to in paragraphs 10, 11, 12 and 13;
- (c) subject to the scheme of arrangement (referred to in paragraph 11.2 becoming effective, the expiry of the period for exercising the Option as referred to in paragraph 11.2;
- (d) subject to the voluntary winding-up of the Company (referred to in paragraph 10, the expiry of the period for exercising the Option as referred to in paragraph 10;
- (e) the date on which the Grantee commits a breach of paragraph 19;
- (f) the date on which the Grantee (being an Employee Participant) ceases to be an Employee Participant by reason of the termination of his employment on the grounds that he has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his debts or has become bankrupt or has made any arrangement or composition with his creditors generally, or has been convicted of any criminal offence involving his integrity or honesty, or on any other ground on which an employer would be entitled to terminate his employment summarily;

- (g) where the Grantee is a Related Entity Participant or a Service Provider, the date on which the Board shall at its absolute discretion determine that: (a) the Grantee has committed any breach of any contract entered into between the Grantee, his/her/its associate and/or the relevant related entity and/or the service provider on the one part and any member of the Group on the other part; (b) the Grantee 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 its creditors generally; or (c) the Grantee and/or the relevant related entity and the service provider which the Grantee served could no longer make any contribution to the growth and development of any member of the Group by reason of the cessation of its relations with the Group or by any other reason whatsoever;
- (h) the date on which the Grantee (being a corporation) appears either to be unable to pay or to have no reasonable prospect of being able to pay its debts or has become insolvent or has made any arrangement or composition with its creditors generally;
- (i) where the Grantee is an Employee Participant, a Related Entity Participant or a Service Provider of a member of the Group (other than the Company), the date on which such member ceases to be a Subsidiary of the Company; and
- (j) unless the Board otherwise determines, and other than in the circumstances referred to in paragraph 13.1 or 13.2, the date the Grantee ceases to be an Eligible Participant (as determined by a Board resolution) for any reason.

15.2 Transfer of employment, engagement or relationship from one member of the Group to another member of the Group shall not be considered as a cessation of employment, engagement or relationship.

## **16. ADJUSTMENT**

16.1 In the event of an alteration in the capital structure of the Company whilst any Option remains exercisable whether by way of capitalisation issue, rights issue, subdivision or consolidation of Shares, or reduction of the share capital of the Company (other than an issue of Shares as consideration in a transaction), such corresponding alterations (if any) shall be made to:

- (i) the number or nominal amount of Shares comprised in each Option so far as unvested;
- (ii) the number or nominal amount of Shares comprised in each Option so far as vested but unexercised; and/or

(iii) the Subscription Price.

as the Auditors or an independent financial advisor engaged by the Company for such purpose shall, at the request of the Company, certify in writing, either generally or as regards any particular Grantee, to be in their opinion fair and reasonable, provided that any such adjustments give a Grantee the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that to which that Grantee was previously entitled, but no such adjustments may be made to the extent that a Share would be issued at less than its nominal value (if any). The capacity of the Auditors or independent financial advisor (as the case may be) in this paragraph is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees. The costs of the Auditors or independent financial advisor (as the case may be) in relation to the preparation of any certificate or the provision of any other services in relation to the Share Option Scheme shall be borne by the Company.

16.2 In respect of any adjustment referred to in paragraph 16.1, other than any adjustment made on a capitalisation issue, the Auditors or independent financial advisor (as the case may be) must confirm to the Board in writing that the adjustments satisfy the requirements of the relevant provisions of the Listing Rules.

16.3 If there has been any alteration in the capital structure of the Company as referred to in paragraph 16.1, the Company shall, upon receipt of a notice from a Grantee in accordance with paragraph 7, inform the Grantee of such alteration and shall either inform the Grantee of the adjustment to be made in accordance with the certificate of the Auditors or the independent financial adviser obtained by the Company for such purpose or, if no such certificate has yet been obtained, inform the Grantee of such fact and instruct the Auditors or the independent financial adviser as soon as practicable thereafter to issue a certificate in that regard in accordance with paragraph 16.1.

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

17.1 Any Options granted but not exercised may be cancelled if the Grantee so agrees and new Options may be granted to the Grantee provided such new Options are granted within the limits prescribed by paragraph 4 and otherwise comply with the terms of the Share Option Scheme. The Options cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and Service Provider Sublimit.

**18. TERMINATION OF THE SHARE OPTION SCHEME**

The Company may by ordinary resolution in general meeting terminate the operation of the Share Option Scheme and in such event no further Options shall be offered or granted but in all other respects the provisions of the Share Option Scheme shall remain in full force and effect. Options which are not exercised and outstanding immediately prior to the termination of the operation of the Share Option Scheme shall continue to be exercisable in accordance with their terms of issue after the termination of the Share Option Scheme.

**19. TRANSFERABILITY OF OPTIONS**

An Option and an Offer shall be personal to the Grantee and shall not be transferable or assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any other person over or in relation to any Option held by him or any Offer made to him or attempt to do so, except where applicable under the Listing Rules, when the Stock Exchange has granted a waiver to the Grantee to transfer his/her Options to a vehicle (such as a trust or a private company) for the benefit of the Grantee and any family members of such Grantee (e.g. for estate planning or tax planning purposes) that would continue to meet the purpose of the Share Option Scheme and comply with other requirements under the Listing Rules or for the transmission of an Option on the death of the Grantee to his personal representative(s) on terms of the Share Option Scheme. Any breach of the foregoing shall entitle the Company to cancel any outstanding Option or part thereof granted to such Grantee without incurring any liability on the part of the Company.

**20. ALTERATION TO THE SHARE OPTION SCHEME**

20.1 Subject to paragraphs 20.2 to 20.5, the Board may amend any of the provisions of the Share Option Scheme (including without limitation amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions imposed by the provisions of the Share Option Scheme, which are not restricted under Chapter 17 of the Listing Rules) at any time (but not so as to affect adversely any rights which have accrued to any Grantee at that date).

20.2 Any alterations to the terms and conditions of the Share Option Scheme which are of a material nature or any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of the Eligible Participants must be approved by Shareholders in general meeting

- 20.3 Any change to the terms of Options granted to an Eligible Participant must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Options was approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be), unless the alterations take effect automatically under the existing terms of the Share Option Scheme.
- 20.4 Any change to the authority of the Directors or the administrators of the Share Option Scheme to alter the terms of the Share Option Scheme must be approved by the Shareholders in general meeting.
- 20.5 The amended terms of the Share Option Scheme and/or any Options pursuant to this paragraph 20 must comply with the relevant requirements of Chapter 17 of the Listing Rules.

## **21. PERFORMANCE TARGET AND CLAWBACK MECHANISM**

- 21.1 The Board may determine and set any performance targets, which shall be stated in the Offer to the Grantee, to be attained before the exercise of an Option granted to the Grantee as the Board may think fit. Such performance targets may include:
- (a) any measurable performance benchmark, including financial and management targets, which the Board considers relevant to the Grantee, such as key performance indicators of respective department(s) and/or business unit(s) that the Grantee belongs, individual position, annual appraisal result and performance of the Grantee determined under the Company's employee performance evaluation system;
  - (b) the Grantee's fulfilment of milestones with respect to, including but not limited to, business development of the Group;
  - (c) annual results of the Company, annual growth on the revenue of the Group as compared to the immediately preceding financial year and performance of the Group; and/or
  - (d) any other performance targets as the Board determines as appropriate.
- 21.2 Unless the Board otherwise determined and provided in the Offer, where there has been an occurrence of misconduct during the Option Period such as:
- (a) any material misstatements or omissions in the Company's financial statements by a Grantee;

- (b) any violation by a Grantee of confidentiality or non-competition obligations owed to the Group, or any leakage by such Grantee of the Group's trade secrets, intellectual property or proprietary information;
- (c) any termination of employment contracts by a Grantee without notice or payment in lieu of notice;
- (d) any conviction of any criminal offence by a Grantee involving integrity or honesty; or
- (e) any conduct of a Grantee that has material adverse effect to the reputation or interests of the Group,

the Options may be subject to clawback as considered and recommended by the Remuneration Committee and determined and approved by the Board where appropriate. The clawback of Options granted to the Directors and senior management of the Group, and any grants of Options to the Directors and senior management of the Group without clawback, shall be further subject to the approval of the Remuneration Committee and satisfaction of any other requirements under the Listing Rules.

The Options that are clawed back pursuant to this paragraph shall be regarded as cancelled and the Options so cancelled shall be regarded as utilised for the purpose of calculating the Scheme Mandate Limit (or the New Scheme Mandate Limit (as defined above), as the case may be).

## **22. GRANT OF OPTIONS TO CONNECTED PERSONS**

- 22.1 Any grant of Options to any director, chief executive or substantial shareholder of the Company (or any of their respective associates) shall be subject to the prior approval of the independent non-executive Directors (excluding any independent non-executive Director who is a proposed Grantee of the grant of Options).
- 22.2 Where any grant of Options to an independent non-executive Director or a substantial shareholder of the Company, or any of their respective associates, would result in the Shares issued and to be issued in respect of all Options and awards granted (excluding any Options and awards lapsed in accordance with the respective terms of the scheme) to such person in the 12-month period up to and including the Date of Grant (or such other period as may from time to time be specified by the Stock Exchange) representing in aggregate over 0.1% (or such other percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue on the Date of Grant, such grant of Options shall be subject to prior approval by the Shareholders in general meeting (voting by way of poll). The Grantee, his associates and all core connected

persons (as defined in the Listing Rules) of the Company shall abstain from voting in favour at such general meeting and the Company shall comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules.

### **23. CONDITIONS OF THE SHARE OPTION SCHEME**

23.1 The adoption of the Share Option Scheme will take effect upon satisfaction of the following conditions:

- (i) the passing by the Shareholders at a general meeting of the Company of an ordinary resolution to approve the adoption of the Share Option Scheme; and
- (ii) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, such number of Shares representing the Scheme Mandate Limit to be allotted and issued by the Company pursuant to the exercise of any Option which may be granted under the Share Option Scheme in accordance with the terms and conditions of the Share Option Scheme.

### **24. RANKING OF SHARES**

24.1 The Shares to be allotted and issued upon the exercise of an Option shall be subject to all the provisions of the articles of association of the Company for the time being in force and shall rank *pari passu* with the fully paid Shares in issue on the date the name of the Grantee is registered on the register of members of the Company, 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 of the Company (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. Prior to the Grantee being registered on the register of members of the Company, the Grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of the Company), in respect of the Shares to be issued upon the exercise of the Option.

**25. RESTRICTIONS ON GRANT OF OPTIONS**

25.1 No Offer shall be made and no Option shall be granted to any Eligible Participant after inside information has come to the Company's knowledge until (and including) the trading day after it has announced the information. In particular, the Company shall not grant any Option during the period commencing one month immediately before the earlier of:

- (a) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the requirements of the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
- (b) the deadline for the Company to publish an announcement of, its results for any year or half-year in accordance with the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement and where an option is granted to a Director:

- (a) no Options shall be granted during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (b) during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

25.2 For the avoidance of doubt, the period during which no Option shall be granted mentioned above shall include any period of delay in the publication of a results announcement.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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# Jinhai International Group Holdings Limited

## 今海國際集團控股有限公司

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

**(Stock Code: 2225)**

**NOTICE IS HEREBY GIVEN THAT** an extraordinary general meeting (the “EGM”) of Jinhai International Group Holdings Limited 今海國際集團控股有限公司 (the “Company”) will be held at Block 3 East, 1275 Meichuan Road, Putuo District, Shanghai, China at 3:00 p.m. on Friday, 29 December 2023, or any adjournment thereof, to consider and, if thought fit, passing, with or without modifications, the following resolutions. Unless otherwise defined, capitalised terms defined in the circular dated 9 December 2023 shall have the same meanings when used in this notice.

### ORDINARY RESOLUTIONS

1. “**THAT:**

- (a) subject to and conditional upon the Listing Committee of the Stock Exchange granting the approval for the listing of, and the permission to deal in, the Shares (or such Shares as shall result from a capitalisation issue, rights issue, subdivision, consolidation, re-classification, reconstruction or reduction of share capital of the Company from time to time) which may be issued in respect of the Options to be granted under the Share Option Scheme proposed to be adopted by the Company at the EGM in its present form or as may be amended from time to time, a copy of which is tabled at the EGM and marked “A” and initialled by the chairman of the EGM for identification purpose, the Share Option Scheme be and is hereby approved and adopted; and any Director and/or his/her delegate(s) be and are hereby authorised to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary, expedient or desirable in order to give full effect to the Share Option Scheme, including but without limitation:
  - (i) to administer the Share Option Scheme under which the Options will be granted to the Eligible Participants eligible under the Share Option Scheme to subscribe for the Shares, including but not limited to determining and granting the Options in accordance with the terms of the Share Option Scheme; and
  - (ii) to grant the Options under the Share Option Scheme and to allot and issue from time to time such number of Shares in the capital of the Company as may be required to be allotted and issued in respect of the Options to be granted under the Share Option Scheme and subject to the Listing Rules and the Companies Act of the Cayman Islands;

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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(b) the total number of Shares which may be issued in respect of all options and awards to be granted under the Share Option Scheme and any other share schemes of the Company must not in aggregate exceed 10% of the total number of issued Shares as at the Adoption Date”; and

2. **“THAT:**

conditional on the passing of the ordinary resolution numbered 1 set out in this notice and the adoption of the Share Option Scheme, within the Scheme Mandate Limit, the number of Shares which may be issued in respect of all options and awards to be granted to the Service Providers under the Share Option Scheme and any other option or award schemes of the Company must not in aggregate exceed 1% of the total number of issued Shares as at the Adoption Date and the Directors and/or his/her delegate(s) be and are hereby authorised to take all such steps and attend all such matters, approve and execute (whether under hand or under seal) such documents and do such other things, for and on behalf of the Company, as the directors of the Company may consider necessary, desirable or expedient to effect and implement the Service Provider Sublimit.”

By Order of the Board  
**Jinhai International Group Holdings Limited**  
**Chen Guobao**  
*Chairman of the Board and executive Director*

Hong Kong, 9 December 2023

*Registered office:*

Vistra (Cayman) Limited  
P.O. Box 31119  
Grand Pavilion, Hibiscus Way  
802 West Bay Road, Grand Cayman  
KY1-1205 Cayman Islands

*Head office and principal place of business in Singapore:*

31 Sungei Kadut Avenue  
Singapore 729660

*Principal place of business in Hong Kong:*

Room 2503, Cosco Tower  
183 Queen’s Road Central  
Sheung Wan, Hong Kong

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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*Note:*

1. Any Shareholder entitled to attend and vote at the EGM or its adjourned meeting (as the case may be) is entitled to appoint one (or, if he/she/it holds two or more Shares, more than one) proxy to attend and vote instead of him/her/it. A proxy needs not be a Shareholder but must be present in person at the EGM to represent the Shareholder. If more than one proxy is so appointed, the appointment shall specify the number of Shares in respect of which such proxy is so appointed.
2. Completion and return of the form of proxy will not preclude a Shareholder from attending in person and voting at the EGM if he/she/it so wishes. In the event of a Shareholder who has lodged a form of proxy attending the EGM in person, the form of proxy will be deemed to have been revoked.
3. In order to be valid, the duly completed and signed form of proxy must be deposited together with a power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority, at the office of the Company's branch share registrar in Hong Kong, Boardroom Share Registrars (HK) Limited at Room 2103B, 21/F, 148 Electric Road, North Point, Hong Kong as soon as possible but in any event, not less than 48 hours before the time appointed for holding the EGM or its adjournment (as the case may be).
4. For determining the entitlement of the Shareholders to attend and vote at the EGM, the register of shareholder of the Company ("**Register of Shareholders**") will be closed from Thursday, 28 December 2023 to Friday, 29 December 2023 (both days inclusive), during which period no transfer of Shares will be effected. To qualify for attending and voting at the EGM, non-registered Shareholders must lodge all transfer documents, accompanied by the relevant share certificates with the Company's branch share registrar in Hong Kong, Boardroom Share Registrars (HK) Limited, at Room 2103B, 21/F, 148 Electric Road, North Point, Hong Kong for registration no later than 4:30 p.m. (Hong Kong time) on Wednesday, 27 December 2023.
5. In compliance with Rule 13.39(4) of the Listing Rules, voting on all proposed resolutions set out in this notice will be decided by way of a poll. The Company will announce the poll results of the EGM in the manner prescribed under Rules 13.39(5) and 13.39(5A) of the Listing Rules.
6. In case of joint holders of a Share, any one of such joint holders may vote at the EGM, either personally 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 are present at the EGM personally or by proxy, that one of the said persons so present whose name stands first on the Register of Shareholders in respect of such Share shall alone be entitled to vote in respect thereof.
7. Reference to time and dates in this notice are to Hong Kong time and dates.
8. The translation into Chinese language of this notice is for reference only. In case of any inconsistency, the English version shall prevail.

*As at the date of this notice, the Board comprises eight Directors, of which three are executive Directors, namely Mr. Chen Guobao, Mr. Wang Zhenfei and Mr. Li Yunping; two are non-executive Directors, namely Mr. Wang Huasheng and Mr. Yu Mingyang; and three are independent non-executive Directors, namely Mr. Yan Jianjun, Mr. Fan Yimin and Ms. Yang Meihua.*