

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



**WEIMOB INC.**

**微盟集團\***

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

**(Stock code: 2013)**

## **PROPOSED ADOPTION OF 2020 RESTRICTED SHARE UNIT SCHEME AND PROPOSED GRANT OF RSU SCHEME ANNUAL MANDATE**

The board of directors of the Company is pleased to announce that the Board has approved the adoption of the 2020 RSU Scheme on 25 May 2020, which is subject to (i) the passing of an ordinary resolution by the Shareholders to approve and adopt the 2020 RSU Scheme and to authorize the Administrator to grant Awards to any Participant and to allot and deal with Shares in connection with the 2020 RSU Scheme, and (ii) the Stock Exchange granting approval of the listing of and permission to deal in the Shares to be issued by the Company for the purpose of the 2020 RSU Scheme.

The purposes of the 2020 RSU Scheme are to recognize and reward participants for their contribution to the Group, to attract best available personnel, and to provide additional incentives to them to remain with and further promote the success of the Group's business.

In accordance with the rules of the 2020 RSU Scheme, the RSU Scheme Annual Mandate in the form of the ordinary resolution will be proposed to be sought at the Annual General Meeting (i) specifying the maximum number of Share that may underlie the Awards to be granted pursuant to the 2020 RSU Scheme during the period specified in such resolution; and (ii) empowering the Directors during the period specified in such resolution to deal with, allot and issue Shares, procure the transfer of Shares and otherwise deal with Shares pursuant to the vesting of any RSUs granted pursuant to the 2020 RSU Scheme as and when they vest. As at the date of this announcement, the number of Shares in issue was 2,238,366,000. Subject to the passing of the relevant ordinary resolutions approving the adoption of the 2020 RSU Scheme and the RSU Scheme Annual Mandate, and assuming that the aggregate number of issued Shares remains unchanged until the date of the Annual General Meeting, the maximum number of new Shares which may be issued under the RSU Scheme Annual Mandate will be 44,767,320 Shares, representing 2% of the total number of issued Shares. The RSU Scheme Annual Mandate is a specific mandate separate from the General Mandate.

Application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, up to 44,767,320 new Shares which may be allotted and issued to satisfy the Awards which may be granted under the 2020 RSU Scheme.

The 2020 RSU Scheme does not constitute a share option scheme pursuant to Chapter 17 of the Listing Rules and is a discretionary scheme of the Company.

A circular containing further details of the 2020 RSU Scheme to be considered by the Shareholders at the Annual General Meeting, together with the notice of the Annual General Meeting will be dispatched to the Shareholders of the Company in due course.

## **PROPOSED ADOPTION OF THE 2020 RESTRICTED SHARE UNIT SCHEME AND PROPOSED GRANT OF RSU SCHEME ANNUAL MANDATE**

The Board is pleased to announce that the Board has approved the adoption of the 2020 RSU Scheme on 25 May 2020, which is subject to (i) the passing of an ordinary resolution by the Shareholders to approve and adopt the 2020 RSU Scheme and to authorize the Administrator to grant Awards to any Participant and to allot and deal with Shares in connection with the 2020 RSU Scheme, and (ii) the Stock Exchange granting approval of the listing of and permission to deal in the Shares to be issued by the Company for the purpose of the 2020 RSU Scheme.

Under the 2020 RSU Scheme, each RSU is a right to receive, as determined by the Administrator, (i) a Share; or (ii) an equivalent value in cash with reference to the market value of a Share on the date on which such Share is sold as determined by the trustee in its absolute discretion, less any tax, fees, levies, stamp duty and other charges applicable.

In accordance with the rules of the 2020 RSU Scheme, the RSU Scheme Annual Mandate in the form of the ordinary resolution will be proposed to be sought at the Annual General Meeting (i) specifying the maximum number of Share that may underlie the Awards to be granted pursuant to the 2020 RSU Scheme during the period specified in such resolution; and (ii) empowering the Directors during the period specified in such resolution to deal with, allot and issue Shares, procure the transfer of Shares and otherwise deal with Shares pursuant to the vesting of any RSUs granted pursuant to the 2020 RSU Scheme as and when they vest. As at the date of this announcement, the number of Shares in issue was 2,238,366,000. Subject to the passing of the relevant ordinary resolutions approving the adoption of the 2020 RSU Scheme and the RSU Scheme Annual Mandate, and assuming that the aggregate number of issued Shares remains unchanged until the date of the Annual General Meeting, the maximum number of new Shares which may be issued under the RSU Scheme Annual Mandate will be 44,767,320 Shares, representing 2% of the total number of issued Shares. The RSU Scheme Annual Mandate is a specific mandate separate from the General Mandate.

Application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, up to 44,767,320 new Shares which may be allotted and issued to satisfy the Awards which may be granted under the 2020 RSU Scheme.

The Company currently plans to appoint Weimob Teamwork (PTC) Limited, the trustee of the Company's Pre-IPO RSU Plan, or any other trustee deemed appropriate by the Company, as the Trustee (the "**Trustee**") of the 2020 RSU Scheme after the 2020 RSU Scheme is approved by the Shareholders. The Trustee is not a connected person under Rule 14A.12 of the Listing Rules.

The Administrator is in the process of identifying the potential Grantees based on their respective work performance and contribution to the Group. As at the date of this announcement, the list of Grantees is not finalized yet. The criteria adopted by the Administrator in selecting the potential Grantees mainly include, but not limited to, the following aspects: (a) as to employee of the Group, the importance of their role in the relevant business line, the excellence of their annual work performance and annual appraisal result, their commitment and loyalty to the Group; (b) as to the business partner of the Group, their ability and contribution in improving the Group's business operation result or internal control, or increasing the business operation efficiency.

## SUMMARY OF THE 2020 RESTRICTED SHARE UNIT SCHEME

The following is a summary of the principal terms of the 2020 RSU Scheme:

### Purposes

The purposes of the 2020 RSU Scheme are to recognize and reward participants for their contribution to the Group, to attract best available personnel, and to provide additional incentives to them to remain with and further promote the success of the Group's business.

### Effectiveness and Duration

Subject to any early termination as may be determined by the Board pursuant to terms of the 2020 RSU Scheme, the 2020 RSU Scheme shall be valid and effective for a period of 10 years commencing on the Adoption Date, after which no Awards will be granted, but the provisions of the 2020 RSU Scheme shall in all other respects remain in full force and effect and the Awards granted during the term of the 2020 RSU Scheme may continue to be valid and exercisable in accordance with their respective terms of grant.

### Maximum Number of Shares

No Award shall be granted pursuant to the 2020 RSU Scheme if as a result of such Grant (assumed accepted), the aggregate number of Shares underlying all grants made pursuant to the 2020 RSU Scheme (excluding Awards that have lapsed or been cancelled in accordance with the rules of the 2020 RSU Scheme) will exceed 3% of the total issued Shares at the relevant date of Shareholders' approval (the "**RSU Mandate Limit**").

The RSU Mandate Limit may be refreshed from time to time subject to prior approval of the Shareholders, but in any event, the total number of Shares that may underlie the Awards granted following the date of approval of the refreshed limit (the "**New Approval Date**") as refreshed from time to time must not exceed 3% of the total issued Shares at the relevant date of Shareholders' approval. Shares underlying the RSUs granted pursuant to the 2020 RSU Scheme (including those outstanding, cancelled, lapsed or vested) prior to the New Approval Date will not be counted for the purpose of determining the maximum aggregate number of Shares that may underlie the RSUs granted following the New Approval Date under the limit as renewed.

To the extent that the Company may, during the Relevant Period (as defined below), grant RSUs pursuant to the 2020 RSU Scheme which may be satisfied by the Company allotting and issuing new Shares upon the vesting of the RSUs, the Company shall at its general meeting propose for the Shareholders to consider and, if thought fit, pass an ordinary resolution approving a mandate specifying:

- (i) the maximum number of new Shares that may underlie RSUs granted pursuant to the 2020 RSU Scheme during the Relevant Period; and
- (ii) that the Board has the power to allot and issue Shares, procure the transfer of Shares and otherwise deal with Shares pursuant to the vesting of RSUs that are granted pursuant to the 2020 RSU Scheme during the Relevant Period as and when the RSUs vest.

The above mandate shall remain in effect during the period commencing from the date of the general meeting at which the ordinary resolution granting the mandate is passed until the earliest of:

- (a) the conclusion of the first annual general meeting of the Company following the passing of the above resolution;
- (b) the end of the period within which the Company is required by any applicable laws or by the memorandum and articles of association of the Company to hold the next annual general meeting of the Company; and
- (c) the date on which such mandate is varied or revoked by an ordinary resolution of the Shareholders in a general meeting.

(the “**Relevant Period**”)

Weimob Teamwork (PTC) Limited or other appropriate trustee(s) is expected to be appointed by the Company as the Trustee pursuant to the trust deed to administrate the 2020 RSU Scheme.

### **Administration**

The 2020 RSU Scheme shall be subject to the administration of the Administrator, being the Board or a committee comprising of certain members appointed by the Board from time to time, in accordance with the terms and conditions of the 2020 RSU Scheme. The Administrator may, from time to time, select the participants to whom the Awards may be granted.

The Administrator shall have the sole and absolute right to (a) interpret and construe the provisions of the 2020 RSU Scheme, (b) determine the persons who will be granted Awards under the 2020 RSU Scheme, the terms and conditions on which Awards are granted and when the RSUs granted pursuant to the 2020 RSU Scheme may vest, (c) make such appropriate and equitable adjustments to the terms of the Awards granted under the 2020 RSU Scheme as it deems necessary; and (d) make such other decisions or determinations as it shall deem appropriate or desirable in respect of the foregoing (a), (b) and (c). All the decisions, determinations and interpretations made by the Administrator in accordance with this Scheme shall be final, conclusive and binding on all parties.

### **Who May Join**

The Participants include: (a) full-time employees (including directors, officers and members of senior management) of the Group; and (b) any person who, in the sole opinion of the Administrator, has contributed or will contribute to any member of the Group (including business partners of any member of the Group, such as suppliers, clients, or any persons who provide technical support, consultancy, advisory or other services to any member of the Group).

## **Terms and Conditions of Award**

### **(a) *Grant of Awards***

The Administrator may, from time to time, select the Participants to whom a grant of an Award may be made. The amount of an Award may be determined at the sole and absolute discretion of the Administrator and may differ among selected Participants.

### **(b) *Consideration***

The consideration (if any) payable by a selected Participant to the Trustee for acceptance of the Award under the 2020 RSU Scheme shall be determined at the sole and absolute discretion of the Administrator and any such consideration shall be held by the Trustee as part of the trust funds and be applied by the Trustee as it deems appropriate or desirable in accordance with the terms of the 2020 RSU Scheme and the trust deed.

### **(c) *Conditions of Award***

Subject to the terms of the 2020 RSU Scheme, the Awards may be granted on such terms and conditions (such as by linking the vesting of their RSU to the attainment or performance of milestones or targets by any member of the Group, the Grantee or any group of Grantees) as the Administrator may determine, provided such terms and conditions shall be consistent with any other terms and conditions of the 2020 RSU Scheme.

### **(d) *Separate Programs***

The Administrator may establish one or more separate programs under the 2020 RSU Scheme for the purpose of issuing particular forms of Awards to one or more classes of Grantees on such terms and conditions as determined by the Administrator from time to time.

### **(e) *Restrictions***

No grant of Award shall be made to any selected Participant at a time when the selected Participant would or might be prohibited from dealing in the Shares by the Listing Rules (where applicable) or by any other applicable rules, regulations or laws.

For as long as the Shares are listed on the Stock Exchange, a grant of Award must not be made after inside information has come to the knowledge of the Administrator or the Company until such inside information has been announced in accordance with the requirements of the Listing Rules.

For as long as the Shares are listed on the Stock Exchange, a grant of Award shall not be made on any day on which the financial results of the Company are published and during the period of:

- (i) 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
- (ii) 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.

For as long as the Shares are listed on the Stock Exchange, if required by the Stock Exchange or the Listing Rules, the grant of an Award shall be subject to the compliance with the requisite requirements under the Listing Rules or otherwise required by the Stock Exchange. The grant of Award to any Director, chief executive or substantial Shareholder of the Company or its subsidiaries, or any of their respective associates (as defined under the Listing Rules), shall be subject to the prior approval of the independent non-executive Directors (excluding the independent non-executive Director who is the proposed Grantee of the Awards in question) and shall otherwise be subject to compliance with requirements of Chapter 14A of the Listing Rules.

The Administrator may not grant any Awards to any Participants in any of the following circumstances:

- (i) the requisite approvals for that grant of Award from any applicable regulatory authorities have not been obtained; or
- (ii) the securities laws or regulations require that a prospectus or other offering documents be issued in respect of the grant of Award or in respect of the RSU Plan, unless the Administrator determines otherwise; or
- (iii) where the grant of Award would result in a breach of any applicable securities laws, rules or regulations by any member of the Group or any of its directors; or
- (iv) the grant of Award would result in breach of the RSU Mandate Limit or other rules of the 2020 RSU Scheme.

**(f) *Transferability of Awards***

RSUs granted pursuant to the 2020 RSU Scheme shall be personal to the Grantee and shall not be assignable or transferable, except assignment or transfer from a Grantee to a company wholly-owned by him or between two companies both of which are wholly-owned by him.



## **Taxes**

The Grantee shall be solely liable to pay all taxes, stamp duty and other levies that may be assessed or assessable on any transfer of Shares or payments made by the Administrator, the Trustee or the Company (either directly or indirectly) under the RSU Plan and all transfers or payments required to be made hereunder by the Administrator, the Trustee or the Company shall be subject to the deduction or withholding of such amounts as the Administrator may reasonably determine is necessary or desirable by reason of any liability to tax or obligation to account for tax or loss of any relief from tax that may fall on the Administrator or the Company, any member of the Group, or the trustee in respect of, or by reason of such delivery or sales of Shares underlying an RSU, and the grantee agrees to indemnify and keep the Administrator or the Company (for itself and as trustee for members of the Group), and the trustee indemnified in respect of any such liability, obligation or loss and accepts any claim in respect of such indemnity may be satisfied by set-off against any sums due from the Administrator or the Company, any member of the Group, and/or the trustee to such grantee from time to time.

## **Vesting**

### **(a) *Vesting Notice***

Upon fulfillment or waiver (by the Administrator in its sole and absolute discretion) of the vesting period and vesting conditions (if any) applicable to a Grantee or a grant, a vesting notice will be sent to the Grantee by the Administrator, or by the relevant Trustee under the authorization and instruction by the Administrator, confirming (a) the extent to which the vesting period and vesting conditions have been fulfilled or waived; (b) the number of Shares (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip dividends in respect of these Shares) or the amount of cash the Grantee will receive; and (c) where the Grantee will receive Shares, the lock-up arrangements for such Shares (if applicable). The Grantee is required to execute, after receiving the vesting notice, certain documents set out in the vesting notice that the Administrator considers necessary (which may include, without limitation, a certification that he or she has complied with all the terms and conditions set out in the 2020 RSU Scheme and the award agreement). In the event that the Grantee fails to execute the required documents within 30 Business Days after receiving the vesting notice (if the documents to be executed by the Grantee is set out in the vesting notice), the vested RSUs will lapse.

### **(b) *RSUs which have vested***

Subject to the execution of documents by the Grantee as set out above, the RSUs which have vested shall be satisfied at the Administrator's sole and absolute discretion within a reasonable period from the vesting date of such RSUs, either by:

- (i) subject to the above paragraph headed "Taxes", the Administrator directing and procuring the relevant Trustee to transfer the Shares underlying the RSUs (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) to the Grantee or his wholly-owned entity (as represented by the Grantee) from the trust funds; and/or

- (ii) the Administrator directing and procuring the Trustee to pay to the Grantee in cash an amount which is equivalent to the market value of the Shares (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) set out in the paragraph (i) above by making on-market sales of such Shares or utilizing the cash in the trust funds as determined by the Trustee in its absolute discretion and after deduction or withholding of any tax, fines, levies, stamp duty and other charges applicable to the entitlement of the Grantee and the sales of any Shares to fund such payment and in relation thereto.

The Administrator shall have the sole and absolute discretion to determine whether or not a Grantee shall have any rights to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any Shares underlying a RSU prior to vesting of the RSU.

**(c) *Voting Rights***

Subject to any applicable laws, regulations and rules, the powers and obligations of the Trustee will be limited as set forth in the trust deed. Neither the Grantee nor the Trustee may exercise any of the voting rights in respect of any Shares held by the Trustee for the purpose of the 2020 RSU Scheme. Upon the Shares being vested and transferred to the relevant Grantee, each Grantee shall be entitled to exercise all voting rights in respect of such Shares. The Trustee will hold the trust funds in accordance with the terms of the trust deed and the Trustee will hold the Shares which are part of the trust funds.

**(d) *Ranking of the Shares***

Any Shares to be transferred to a Grantee or his wholly-owned entity upon the vesting of RSUs granted pursuant to the 2020 RSU Scheme shall be subject to all the provisions of the articles of association of the Company and shall rank *pari passu* in all respects with the existing fully paid Shares in issue on the date of transfer or if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members, and accordingly shall entitle the holder of such Shares to participate in all dividends or other distributions paid or made on or after the date of transfer 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.

**Lapse and Forfeiture**

Unless otherwise specified in the RSU award agreement, subject to terms and conditions of the 2020 RSU Scheme, the unvested RSUs shall automatically lapse upon the earliest of:

- (i) the date of the termination of Grantee's employment or service by any member of the Group; or
- (ii) in the event that certain general offer for Shares is made to the Shareholders, the date on which the offer (or, as the case may be, revised offer) closes; or



- (iii) in the event certain general offer for Shares by way of scheme of arrangement is made to the Shareholders, the date on which the scheme of arrangement becomes effective; or
- (iv) the date of the commencement of the winding-up of the Company; or
- (v) the date of the commencement of the compromise or arrangement in respect of reconstruction or amalgamation of the Company; or
- (vi) the date on which the Grantee commits a breach under the 2020 RSU Scheme by contravening the term that no Grantee shall in any way sell, transfer, assign, charge, mortgage, encumber, hedge or create any interest in favor of any other person over or in relation to any RSU or any property held by the Trustees on trust for the Grantees, Awards, Shares underlying any Awards or RSUs or any interest or benefits therein; or
- (vii) the date on which it is no longer possible to satisfy any outstanding conditions to vesting; or
- (viii) the Administrator has decided that the unvested RSUs shall not be vested for the Grantee in accordance with the rules of the 2020 RSU Scheme and the terms and conditions as set out in the award agreement.

Notwithstanding the aforesaid, in each case, the Administrator may in its sole and absolute discretion decide that any RSU shall not lapse or shall be subject to such conditions or limitations as the Administrator may decide.

### **Reorganization of Capital Structure**

- (i) In the event of any alteration in the capital structure of the Company, such as capitalization issue, consolidation, sub-division and reduction of the share capital of the Company, the Administrator may make equitable adjustments that it considers appropriate, at its sole and absolute discretion, including:
  - (a) make arrangements for the grant of substitute RSUs of equivalent fair value to an Award in the purchasing or surviving company;
  - (b) reach such accommodation with the Grantee as it considers appropriate, including the payment of cash compensation to the Grantee equivalent to the fair value to any RSU to the extent not vested;
  - (c) waive any conditions to vesting of any RSU to the extent not already vested; or
  - (d) permit the continuation of an Award in accordance with its original terms.

(ii) Without prejudice to the above paragraph (i):

- (a) In the event the Company undertakes an open offer of new securities in respect of any Shares which are held by the Trustee under the 2020 RSU Scheme, the Trustee shall not subscribe for any new Shares. In the event of a rights issue, the Trustee shall not take up any rights Shares and shall, if possible, sell the amount of the nil-paid rights allotted to it during a specific period and at a specific price range as determined by the Trustee in its sole and absolute discretion and the net proceeds of sale of such rights shall be held as income of the trust funds and be applied in accordance with the terms of the 2020 RSU Scheme;
- (b) In the event the Company issues bonus warrants in respect of any Shares which are held by the Trustee, the Trustee shall not subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants and shall, if possible, sell the bonus warrants created and granted to it during a specific period and at a specific price range as determined by the Trustee in its sole and absolute discretion and the net proceeds of sale of such bonus warrants shall be held as income of the trust funds and be applied in accordance with the terms of the 2020 RSU Scheme;
- (c) In the event the Company undertakes a scrip dividend scheme, the Trustee shall elect cash dividend and the cash dividend will be treated as income of the trust funds and be applied in accordance the terms of the 2020 RSU Scheme;
- (d) In the event of other non-cash and non-scrip distribution made by the Company in respect of Shares held upon the trust, the Trustee shall dispose of such distribution as determined by the Trustee in its sole and absolute discretion, the net sale proceeds thereof shall be deemed as income of the trust funds and shall be applied in accordance with the terms of the 2020 RSU Scheme.

### **No Effect on Contract of Employment**

The 2020 RSU Scheme shall not form part of any contract of employment or engagement of services between the Group and any Participant and the rights and obligations of any Participant under the terms of his office, employment or engagement in services shall not be affected by the participation of the Participants in the 2020 RSU Scheme or any rights which he may have to participate in it and the 2020 RSU Scheme shall afford such a Participant no additional rights to compensation or damages in consequence of the termination of such office, employment or engagement for any reason.

### **Alteration of the 2020 RSU Scheme**

The terms of the 2020 RSU Scheme may be altered, amended or waived in any respect by the Company and the Administrator provided that such alteration, amendment or waiver shall not affect any subsisting rights of any Grantee thereunder. Additionally, any alteration, amendment or waiver to the 2020 RSU Scheme of a material nature shall be approved by the Board with the sanction of an ordinary resolution of the Shareholders in accordance with the articles of association of the Company.

## **Termination**

The 2020 RSU Scheme may be terminated at any time prior to the expiry of its term by the Board provided that such termination shall not affect any subsisting rights of any Grantee hereunder. For the avoidance of doubt, no further Awards shall be granted after the 2020 RSU Scheme is terminated but in all other respects the provisions of the 2020 RSU Scheme shall remain in full force and effect. All RSUs granted prior to such termination and not vested on the date of termination shall remain valid. In such event, (i) the Trustee shall act in accordance with the instruction of the Administrator to notify all Grantees of such termination and how the trust funds held by the Trustee on trust and other interests or benefits in relation to the outstanding RSUs shall be dealt with, and (ii) to the extent that any part of the trust funds will not be transferred to the Grantees under (i), the trust funds held by the Trustee and any income thereof shall be held by the Trustee to the order of the Administrator.

## **LISTING RULES IMPLICATION**

The 2020 RSU Scheme does not constitute a share option scheme pursuant to Chapter 17 of the Listing Rules and is a discretionary scheme of the Company. So far as the Directors are aware of, as at the date of this announcement, none of the Shareholders is required to abstain from voting for the ordinary resolution to approve the adoption of the 2020 RSU Scheme.

## **GENERAL INFORMATION**

A circular containing further details of the 2020 RSU Scheme to be considered by the Shareholders at the Annual General Meeting, together with the notice of the Annual General Meeting will be dispatched to the Shareholders of the Company in due course.

## **DEFINITIONS**

|                          |  |
|--------------------------|--|
| “Administrator”          | the Board or a committee comprising of certain members appointed by the Board from time to time  |
| “Adoption Date”          | the date of conditional adoption of the 2020 RSU Scheme by the Shareholders  |
| “Annual General Meeting” | the 2019 annual general meeting of the Company   |
| “Award”                  | an award of RSUs granted to a Participant pursuant to the 2020 RSU Scheme  |
| “Board”                  | the board of Directors   |
| “Business Day”           | any day (excluding Saturday) on which banks in Hong Kong are generally open for business and the Stock Exchange is open for business of dealing securities |
| “Company”                | Weimob Inc., a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange   |

|                             |   |
|-----------------------------|---|
| “connected person(s)”       | has the meaning ascribed to it under the Listing Rules  |
| “Director(s)”               | the director(s) of the Company  |
| “General Mandate”           | a general mandate proposed to be granted to the Directors at the Annual General Meeting to allot, issue and deal with Shares not exceeding 20% of the number of issued Shares as at the date of passing of the relevant resolution granting the General Mandate   |
| “Grantee”                   | any Participant who accepts the offer of the grant of an Award in accordance with the terms of the 2020 RSU Scheme, or (where the context so permits) any person who is entitled to any Award in consequence of the death of the original Grantee   |
| “Group”                     | the Company and its subsidiaries  |
| “Hong Kong”                 | the Hong Kong Special Administrative Region of the People’s Republic of China   |
| “Listing Rules”             | the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited  |
| “Participant(s)”            | eligible participant(s) of the 2020 RSU Scheme, including (i) full-time employees (including directors, officers and members of senior management) of the Group; and (ii) any person who, in the sole opinion of the Administrator, has contributed or will contribute to any member of the Group (including business partners of any member of the Group, such as suppliers, customers or any persons who provide technical support, consultancy, advisory or other services to any member of the Group) |
| “PRC” or “China”            | the People’s Republic of China. For the purposes of this announcement only and except where the context requires otherwise, excluding Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan   |
| “Pre-IPO RSU Plan”          | the restricted stock unit plan of the Company approved and adopted by the Board on 1 July 2018  |
| “RSU(s)”                    | restricted share unit(s) which may be granted under the 2020 RSU Scheme   |
| “RSU Scheme Annual Mandate” | the annual mandate of the 2020 RSU Scheme proposed to be granted to the Directors to exercise all the powers of the Company to, among others, allot, issue of new Shares up to a maximum of 44,767,320 Shares and otherwise deal with such Shares upon vesting of the RSUs that may be granted under the 2020 Restricted Share Unit Scheme, which is a specific mandate   |

|                   |  |
|-------------------|--|
| “Shares”          | ordinary shares of US\$0.0001 each in the share capital of the Company, or if there has been a capitalization issue, sub-division, reduction, consolidation, reclassification or reconstruction of the share capital of the Company, the shares forming part of the ordinary equity share capital of the Company of such nominal amount as shall result from any such capitalization issue, sub-division, reduction, consolidation, reclassification or reconstruction |
| “Shareholder(s)”  | holder(s) of Shares  |
| “Stock Exchange”  | The Stock Exchange of Hong Kong Limited  |
| “2020 RSU Scheme” | the restricted share units scheme adopted by the Board on 25 May 2020  |

By Order of the Board  
**Weimob Inc.**  
**SUN Taoyong**  
*Chairman of the Board and  
Chief Executive Officer*

Shanghai, the PRC  
25 May 2020

*As at the date of this announcement, the Board comprises Mr. SUN Taoyong, Mr. FANG Tongshu, Mr. YOU Fengchun and Mr. HUANG Junwei as executive Directors; and Mr. SUN Mingchun, Mr. LI Xufu and Mr. TANG Wei as independent non-executive Directors.*

\* *For identification purpose only*