
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all your shares in Tempus Holdings Limited (the “Company”), you should at once hand this circular and the enclosed form of proxy to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this circular, 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 circular.

TEMPUS

騰邦控股

TEMPUS HOLDINGS LIMITED

騰邦控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 06880)

(1) SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE;
(2) PROPOSED ADOPTION OF NEW SHARE OPTION SCHEME;
AND
(3) NOTICE OF EXTRAORDINARY GENERAL MEETING

Capitalised terms used in this cover page shall have the meanings as those defined in this circular.

A letter from the Board is set out on pages 6 to 19 of this circular. A notice convening the EGM to be held at Unit 3602, 36/F, Citicorp Centre, 18 Whitfield Road, Causeway Bay, Hong Kong on Monday, 31 January 2022 at 10:00 a.m. is set out on pages EGM-1 to EGM-4 of this circular at which ordinary resolutions will be proposed to approve, among other things, (i) the entering into of the Subscription Agreement and the transactions contemplated thereunder (including the granting of the Specific Mandate for the allotment and issue of the Subscription Shares); and (ii) the adoption of the New Share Option Scheme.

A form of proxy for use at the EGM is enclosed with this circular. Whether or not you propose to attend the EGM, you are requested to complete the accompanying form of proxy for use at the EGM in accordance with the instructions printed thereon and return it to the Company’s branch share registrar and transfer office in Hong Kong, Boardroom Share Registrars (HK) Limited at 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 any adjournment thereof (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 if you so desire and, in such case, the form of proxy submitted shall be deemed to be revoked.

PRECAUTIONARY MEASURES AND SPECIAL ARRANGEMENTS FOR THE EGM

Please refer to page 1 of this circular for the measures to be implemented at the EGM by the Company against the pandemic to protect the attendees from the risk of infection of the novel coronavirus (“COVID-19”), including:

- compulsory body temperature check
- compulsory wearing of surgical face mask
- no distribution of corporate gifts and no serving of refreshments

Any person who does not comply with the precautionary measures may be denied entry into the EGM venue. The Company wishes to advise Shareholders that you may appoint the chairman of the EGM as your proxy to vote on the relevant resolutions at the EGM or any adjournment thereof as an alternative to attending the EGM in person.

14 January 2022

CONTENTS

	<i>Page</i>
PRECAUTIONARY MEASURES FOR THE EGM	1
DEFINITIONS	2
LETTER FROM THE BOARD	6
APPENDIX — SUMMARY OF THE PRINCIPAL TERMS OF NEW SHARE OPTION SCHEME	20
NOTICE OF EGM	EGM-1

PRECAUTIONARY MEASURES FOR THE EGM

In view of the ongoing COVID-19 pandemic and recent requirements for prevention and control of its spread (as per guidelines issued by the Hong Kong government at <https://www.chp.gov.hk/en/features/102742.html>), the Company will implement necessary preventive measures at the EGM to protect attending Shareholders, proxy and other attendees from the risk of infection, including:

- (i) Compulsory body temperature check will be conducted on every Shareholder, proxy and other attendees at the entrance of the EGM venue. Any person found to be suffering from a fever or otherwise unwell may be denied entry into the EGM venue or be required to leave the EGM venue.
- (ii) Attendees are required to prepare his/her own surgical face masks and wear the same inside the EGM venue at all times, and to maintain a safe distance between seats.
- (iii) No corporate gifts will be distributed and no refreshments will be served.

To the extent permitted under law, the Company reserves the right to deny entry into the EGM venue or require any person to leave the EGM venue in order to ensure the safety of the attendees at the EGM.

In the interest of all attendees' health and safety, the Company wishes to advise all Shareholders that physical attendance in person at the EGM is not necessary for the purpose of exercising voting rights. As an alternative, by using proxy forms with voting instructions duly completed, Shareholders may appoint the chairman of the EGM as their proxy to vote on the relevant resolutions at the EGM instead of attending the EGM in person.

The proxy form, which can also be downloaded from the Company's website (www.tempushold.com) and the website of the Stock Exchange (www.hkexnews.hk), is enclosed to this circular. If you are not a registered Shareholder (i.e. if your Shares are held via banks, brokers, custodians or Hong Kong Securities Clearing Company Limited), you should consult directly with your banks or brokers or custodians (as the case may be) to assist you in the appointment of proxy.

DEFINITIONS

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

“Announcement”	the announcement of the Company dated 28 December 2021 in relation to, among other things, (i) the entering into of the Subscription Agreement and the transactions contemplated thereunder (including the granting of the Specific Mandate for the allotment and issue of the Subscription Shares); and (ii) the adoption of the New Share Option Scheme;
“Board”	the board of Directors;
“Bonds”	the convertible bonds issued by the Company to the CBs Holder, where Mr. Zhong Baisheng, chairman, non-executive Director and controlling shareholder of the Company, is a guarantor and Tempus Group Co., Ltd.* (騰邦集團有限公司) provided a keepwell deed in favour of the CBs Holder to guarantee or to support the due performance of the obligations of the Company relating thereto;
“Bonds Restructuring Deed”	the bonds restructuring deed dated 27 August 2021 entered into between the Company and the CBs Holder, pursuant to which, the parties agreed that the Company shall repay and settle the outstanding amount of HK\$144,000,000 in accordance with the provisions under the Bonds Restructuring Deed;
“Business Day”	a day (excluding any day on which a tropical cyclone warning no. 8 or above or a black rainstorm is hoisted or remains hoisted between 9:00 a.m. and 5:00 p.m. and is not lowered or discontinued at or before 5:00 p.m.) on which licensed banks in Hong Kong are open for business (other than Saturday, Sunday and public holidays);
“BVI”	the British Virgin Islands;
“Company”	Tempus Holdings Limited (stock code: 06880), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange;
“Completion”	completion of the Subscription pursuant to the Subscription Agreement;
“Completion Date”	on or before 31 January 2022, being the third (3rd) Business Day following the day on which all the conditions precedent to the Subscription Agreement are satisfied in full (or such other date as agreed by the Subscriber and the Company in writing);

DEFINITIONS

“connected person”	has the meaning ascribed to it in the Listing Rules;
“Consideration”	the total sum of approximately HK\$17,411,524.03, equal to the aggregate Subscription Price for subscribing for the Subscription Shares by the Subscriber;
“Deed of Set Off”	the deed of set off to be executed by the Subscriber and the Company on or before the Completion Date in relation to the mechanism for setting off the amount of Consideration against the shares settlement amount as provided in the Bonds Restructuring Deed;
“Director(s)”	the director(s) of the Company;
“EGM”	the extraordinary general meeting of the Company to be convened for the Shareholders to consider and, if thought fit, to approve, among other things, (i) the entering into of the Subscription Agreement and the transactions contemplated thereunder (including the granting of the Specific Mandate for the allotment and issue of the Subscription Shares); and (ii) the adoption of the New Share Option Scheme;
“Eligible Employee”	any employee (whether “full time” or “part time”, including any executive director but excluding any non-executive director) of any member of the Group, any Invested Entity;
“Eligible Person(s)” or “Eligible Participant(s)”	the person(s) who may be invited by the Directors to take up Share Options as referred to in paragraph 4 in the Appendix to this circular;
“Grantee”	any Eligible Person who accepts an Offer in accordance with the terms of the New Share Option Scheme, or (where the context so permits) the Personal Representative(s);
“Group”	the Company and its subsidiaries, and “member(s) of the Group” shall be construed accordingly;
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Invested Entity”	any entity in which any member of the Group holds any equity interest;
“Latest Practicable Date”	11 January 2022, being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular;
“Listing Committee”	the listing committee of the Stock Exchange;

DEFINITIONS

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange (as amended and supplemented from time to time);
“New Share Option Scheme”	the new share option scheme proposed to be adopted by the Company upon approval by the Shareholders at the EGM;
“Offer”	the offer of the grant of a Share Option made in accordance with the New Share Option Scheme;
“Offer Date”	the date, which must be a Business Day, on which an Offer is made to an Eligible Person;
“Old Share Option Scheme”	the share option scheme which was adopted by the Company on 25 November 2011 and expired on 25 November 2021;
“Option Period”	in respect of any particular Share Option, such period as the Board may in its absolute discretion determine and notify to each Grantee, save that such period shall not be more than ten (10) years from the Offer Date subject to the provisions for early termination set out in the New Share Option Scheme and that the Board may at its discretion determine the minimum period for which the Share Option has to be held before the exercise of the subscription right attaching thereto;
“Option Subscription Price”	the price per Share at which a Grantee may subscribe for Shares on the exercise of a Share Option as described in the New Share Option Scheme;
“Personal Representative(s)”	the person or persons who, in accordance with the laws of succession applicable in respect of the death of a Grantee (being an individual), is or are entitled to exercise the Share Options granted to such Grantee (to the extent not already exercised);
“PRC”	the People’s Republic of China;
“Related Entity”	any holding company, fellow subsidiary or associated company of the Company;
“SFO”	the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong);
“Share(s)”	ordinary share(s) of the Company;
“Share Option(s)”	the share option(s) to be granted under the New Share Option Scheme to subscribe for the Shares in accordance with the terms and conditions thereof;

DEFINITIONS

“Shareholder(s)”	the shareholder(s) of the Company;
“Specific Mandate”	the specific mandate to allot, issue and deal with the Subscription Shares to be proposed for approval as an ordinary resolution of the Shareholders at the EGM;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subscriber” or “CBs Holder”	Wan Tai Investments Limited, a company incorporated in the BVI with limited liability
“Subscription”	the subscription of the Subscription Shares by the Subscriber pursuant to the Subscription Agreement under Specific Mandate;
“Subscription Agreement”	the subscription agreement dated 28 December 2021 entered into between the Company and the Subscriber in relation to the Subscription;
“Subscription Price”	the subscription price of HK\$0.19941 per Subscription Share;
“Subscription Share(s)”	87,315,200 Shares to be allotted and issued by the Company to the Subscriber pursuant to the Subscription Agreement;
“US\$”	United States dollars, the lawful currency of the United States of America; and
“%”	per cent.

LETTER FROM THE BOARD

TEMPUS
騰邦控股

TEMPUS HOLDINGS LIMITED
騰邦控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 06880)

Executive Directors:

Mr. Zhong Yiming (*Chief Executive Officer*)
Mr. Yip Chee Lai, Charlie
Mr. Sun Yifei
Mr. Wang Xingyi

Registered Office in the Cayman Islands:

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

Non-executive Director:

Mr. Zhong Baisheng (*Chairman*)

Principal Place of Business in Hong Kong:

Unit 3602, 36/F
Citicorp Centre
18 Whitfield Road
Causeway Bay, Hong Kong

Independent non-executive Directors:

Mr. Li Qi
Mr. Wong Kai Hing
Mr. Cheng Tsz Lok

14 January 2022

To the Shareholders

Dear Sir/Madam,

(1) SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE;

AND

(2) PROPOSED ADOPTION OF NEW SHARE OPTION SCHEME

INTRODUCTION

Reference is made to the announcement of the Company dated 28 December 2021 in relation to, among other things, (i) the entering into of the Subscription Agreement and the transactions contemplated thereunder (including the granting of the Specific Mandate for the allotment and issue of the Subscription Shares); and (ii) the adoption of the New Share Option Scheme.

The purpose of this circular is to provide the Shareholders with, among other things, (i) further details of the Subscription Agreement and the transactions contemplated thereunder and the New Share Option Scheme; (ii) other information required to be disclosed under the Listing Rules; and (iii) a notice convening the EGM.

LETTER FROM THE BOARD

SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE

Reference is made to the Company's announcement dated 27 August 2021 in relation to the Bonds Restructuring Deed. Pursuant to the Bonds Restructuring Deed, provided that there is no breach of any provisions of the Bonds Restructuring Deed by the Company, the Company should repay and settle the outstanding amount of HK\$144,000,000 (the "**Settlement Amount**") in the following manners:

- (1) repay the sum of HK\$56,000,000 (the "**Part I Cash Settlement Amount**") under four installments prior to 30 November 2021;
- (2) allot and issue of such number of Shares (the "**Settlement Shares**") to the CBs Holder at the shares settlement price as stipulated in the Bonds Restructuring Deed (the "**Share Settlement**") provided that (i) total number of Settlement Shares shall represent no more than 20% of the total issued share capital of the Company (taking into account the allotment and issue of Settlement Shares); and (ii) the total number of Settlement Shares held by the CBs Holder, together with any Shares held by it or parties acting in concert with it shall not trigger a mandatory general offer under the Code on Takeovers and Mergers. The Company is deemed to have repaid an amount determined by multiplying the number of Settlement Shares by the shares settlement price as stipulated in the Bonds Restructuring Deed (the "**Shares Settlement Amount**"); and
- (3) repay the remaining settlement amount (the "**Part II Cash Settlement Amount**", being the Settlement Amount less (i) the Part I Cash Settlement Amount, and (ii) the Shares Settlement Amount) under two installments as to 50% of the Part II Cash Settlement Amount on or before the 1st anniversary of the Completion Date and as to 50% on or before the 2nd anniversary of the Completion Date.

In compliance with the terms of the Bonds Restructuring Deed, the Company has made full payment of the Part I Cash Settlement Amount on 5 November 2021. In order to implement the Share Settlement, on 28 December 2021 (after trading hour), the Company entered into the Subscription Agreement with the Subscriber, pursuant to which the Subscriber has conditionally agreed to subscribe for and the Company has conditionally agreed to allot and issue, on the Completion Date, 87,315,200 Subscription Shares at the Subscription Price of HK\$0.19941 per Subscription Share in total Consideration of approximately HK\$17,411,524.03.

The Subscription Agreement

The principal terms of the Subscription Agreement are set out as follows:

- Date:** 28 December 2021 (after trading hour)
- Parties:**
- a) the Company, as issuer; and
 - b) the Subscriber, as Subscriber

LETTER FROM THE BOARD

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Subscriber and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

The Subscription Price

The Subscription Price of HK\$0.19941 per Subscription Share represents:

- (i) a discount of approximately 8.11% to the closing price of HK\$0.217 per Share as quoted on the Stock Exchange on the date of the Subscription Agreement, being the last trading day (the “**Last Trading Day**”);
- (ii) a discount of approximately 8.11% to the average closing price of approximately HK\$0.217 per Share as quoted on the Stock Exchange for the five (5) consecutive trading days immediately prior to the Last Trading Day;
- (iii) a premium of approximately 3.32% over the closing price of HK\$0.193 per Share as quoted on the Stock Exchange on the Latest Practicable Date;
- (iv) a premium of approximately 111.04% over the unaudited net asset value of the Group per Share of approximately HK\$0.09449 as at 30 June 2021 calculated based on the consolidated unaudited net assets of the Group of approximately HK\$33,003,000 as at 30 June 2021 as extracted from the interim report of the Company for the six months ended 30 June 2021 and 349,260,800 Shares; and
- (v) a theoretical dilution effect (as defined under Rule 7.27B of the Listing Rules) represented by a discount of approximately 1.84%, represented by the theoretical diluted price of approximately HK\$0.213 per Share to the benchmarked price of approximately HK\$0.217 per Share (as defined under Rule 7.27B of the Listing Rules, taking into account the higher of the closing price on the Last Trading Day of HK\$0.217 per Share and the average closing prices of the Shares as quoted on the Stock Exchange for the five consecutive trading days immediately prior to the Last Trading Day of approximately HK\$0.217 per Share).

The Subscription Price was determined after arm's length negotiations between the Company and the Subscriber based on a discount of 15% of the average of the closing prices per Share for the 15 consecutive trading days immediately prior to the date on which the Company has made full payment of the Part I Cash Settlement Amount (i.e. 5 November 2021) as stipulated in the Bonds Restructuring Deed. The Directors consider that the Subscription Price is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

LETTER FROM THE BOARD

The Subscription Shares

Pursuant to the Subscription Agreement, the Consideration of approximately HK\$17,411,524.03 shall be settled by the Subscriber at Completion by way of set off against the outstanding Settlement Amount. Based on the Subscription Price of HK\$0.19941 per Subscription Share, the Company shall allot and issue 87,315,200 Subscription Shares to the Subscriber, representing (i) approximately 25.0% of the total number of Shares in issue as at the Latest Practicable Date; and (ii) approximately 20.0% of the total number of Shares in issue as enlarged by such allotment. The aggregate nominal value of these 87,315,200 Subscription Shares is US\$873,152.00. The net issue price is approximately HK\$0.19564 per Subscription Share.

The Subscription Shares, when allotted and issued, will rank *pari passu* in all respects among themselves and with the Shares in issue on the date of allotment and issue thereof.

The Subscription Shares will be allotted and issued pursuant to the Specific Mandate to be sought from the Shareholders at the EGM.

An application will be made by the Company to the Listing Committee for the listing of, and permission to deal in, the Subscription Shares.

Conditions precedent

The allotment and issue of the Subscription Shares is subject to the conditions, namely:

- (i) the Company having obtained all necessary internal approval, including but not limited to the resolutions from the Board and/or the resolutions from the Shareholders in compliance with applicable laws and the Listing Rules approving the Subscription (including the grant of the Specific Mandate for the issuance of the Subscription Shares) (the “**Internal Approval**”);
- (ii) the Company having obtained all required approvals from relevant governmental or regulatory authorities which are required for the Subscription, including but not limited to the permission from the Listing Committee for the listing of, and permission to deal in, the Subscription Shares, and such approval not being revoked or withdrawn prior to the Completion (the “**Regulatory Approval**”); and
- (iii) the warranties relating to the Company specified in the Subscription Agreement shall be true, correct, accurate, complete and not misleading in all material respects (except for those warranties which are qualified as to materiality, in which case such warranties shall be true, correct, accurate, complete and not misleading in all respects) when made, and shall continue to be true, correct, accurate, complete and not misleading in all material respects (except for those warranties which are qualified as to materiality, in which case such warranties shall be true, correct, accurate, complete and not misleading in all respects) up to the Completion Date.

LETTER FROM THE BOARD

The conditions precedent (i) and (ii) above shall not be capable of being waived and the condition precedent (iii) above may only be waived by the Subscriber in writing at its sole discretion. The Company shall use its best endeavours to obtain the Internal Approval and the Regulatory Approval on or before 31 January 2022 (the “**Long Stop Date**”). The Company may request for an extension of the Long Stop Date to a date no later than 28 February 2022 (the “**Extended Long Stop Date**”) by delivery of a written request to the Subscriber no later than ten (10) Business Days prior to the Long Stop Date. The Subscriber shall not unreasonably withhold or delay its consent to the Extended Long Stop Date.

If the Internal Approval and the Regulatory Approval fail to be obtained by the Extended Long Stop Date, the Subscriber shall have the right to terminate the Subscription Agreement and the Deed of Set Off in which case for the purpose of the calculation of the Part II Cash Settlement Amount under the Bonds Restructuring Deed, the Shares Settlement Amount shall be zero.

Deed of Set Off

Pursuant to the Deed of Set Off, the Subscriber and the Company have agreed that the Subscriber shall settle the Consideration of approximately HK\$17,411,524.03 by way of set off against the Shares Settlement Amount (the “**Set-Off**”), which is in an amount equivalent to the Consideration.

The Set-Off shall be conditional upon Completion having taken place pursuant to the terms and conditions of the Subscription Agreement.

Completion

Subject to the above conditions being fulfilled, Completion shall take place on the Completion Date.

Upon Completion, provided that there is no breach of any provisions of the Bonds Restructuring Deed by the Company, the Settlement Amount shall reduce to approximately HK\$70,588,475.97.

LETTER FROM THE BOARD

REASONS FOR AND BENEFITS OF THE ALLOTMENT OF SUBSCRIPTION SHARES

The Company is an investment holding company. The Group is principally engaged in sales of health and wellness products and trading business.

Pursuant to the Bonds Restructuring Deed, the CBs Holder and the Company agreed that provided that there is no breach of any provisions of the Bonds Restructuring Deed by the Company, no other interest and default interest (as applicable) shall accrue on any indebtedness under or arising from any of the Bonds related documents other than those already included in the Settlement Amount and the Company should repay and settle the Settlement Amount of HK\$144,000,000. The Subscription constitutes part of the provisions of the Bonds Restructuring Deed and the consideration of the Subscription shall be applied to set off against the outstanding Settlement Amount pursuant to the Subscription Agreement and the Deed of Set Off, the implementation of which will facilitate further reduction of indebtedness owed to the CBs Holder to only approximately HK\$70,588,475.97, provided that there is no breach of any provisions of the Bonds Restructuring Deed by the Company. In addition, in the event that the total sum of (i) the Part I Cash Settlement Amount, (ii) the Part II Cash Settlement Amount, and (iii) the net sales proceeds to be received by the Subscriber provided that the Subscriber subsequently disposes the Subscription Shares (collectively, the “**Relevant Amount**”), exceed the Settlement Amount, the CBs Holder shall pay 80% of the difference between the Relevant Amount and the Settlement Amount to the Company within five (5) Business Days upon such receipt.

Based on the foregoing, the Directors consider that the partial settlement of the Settlement Amount by the allotment and issue of Subscription Shares can (i) relieve the Group from immediate repayment obligation of the indebtedness owed to the CBs Holder; (ii) maintain available cash for the future business development of the Group; and (iii) enlarge the Shareholders’ base by introducing a new substantial shareholder. As such, the Directors consider that the terms of the Subscription Agreement are fair and reasonable and the allotment and issue of the Subscription Shares are in the interests of the Company and its Shareholders as a whole.

INFORMATION ON THE SUBSCRIBER

The Subscriber is a limited liability company incorporated in the BVI. It is indirectly and wholly-owned by CCB International (Holdings) Limited. CCB International (Holdings) Limited is indirectly and wholly-owned by China Construction Bank Corporation, a joint-stock company incorporated in the PRC and listed on the Main Board of the Stock Exchange (stock code: 0939) and the Shanghai Stock Exchange (stock code: 601939).

FUND RAISING ACTIVITIES OF THE COMPANY IN THE PAST TWELVE MONTHS

The Company did not conduct any other equity fund raising activities in the past 12 months before the Latest Practicable Date.

LETTER FROM THE BOARD

SHAREHOLDING STRUCTURE OF THE COMPANY

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the shareholding structure of the Company (i) as at the Latest Practicable Date; and (ii) immediately after the allotment and issue of the Subscription Shares (assuming there is no other change in the issued share capital of the Company between the Latest Practicable Date and the Completion Date) are set out below:

Name of Shareholder	As at the Latest Practicable Date		Immediately after the allotment of the Subscription Shares	
	Number of Shares	Approx. %	Number of Shares	Approx. %
Mr. Zhong Baisheng <i>(Note 1)</i>	201,534,092	57.70	201,534,092	46.16
Minority Shareholders <i>(Note 2)</i>	24,030,000	6.88	24,030,000	5.51
The Subscriber <i>(Note 4)</i>	—	—	87,315,200	20.00
Public Shareholders				
SCGC Capital Holding Company Limited <i>(Note 3)</i>	20,300,000	5.81	20,300,000	4.65
Other public Shareholders	103,396,708	29.61	103,396,708	23.68
Total	349,260,800	100	436,576,000	100

Notes

- These Shares are held directly by Tempus Holdings (Hong Kong) Limited (“**Tempus Hong Kong**”), which is wholly-owned by Tempus Value Chain Limited (“**Tempus Value Chain**”). Tempus Value Chain is wholly-owned by Tempus Logistics Group Holding Ltd.* (騰邦物流集團股份有限公司) (“**Tempus Logistics**”), which is in turn owned as to 65% by Tempus Group Co., Ltd.* (騰邦集團有限公司) (“**Tempus Group**”) and 35% by Shenzhen Pingfeng Jewellery Ltd.* (深圳市平豐珠寶有限公司) (“**Pingfeng Jewellery**”), respectively. Pingfeng Jewellery is owned as to 67% by Mr. Zhong Baisheng and 33% by Ms. Duan Naiqi, respectively. Tempus Group is owned as to 98% by Pingfeng Jewellery, 1.34% by Mr. Zhong Baisheng and 0.66% by Ms. Duan Naiqi, respectively. As at the Latest Practicable Date, Tempus Hong Kong held 201,534,092 Shares, representing approximately 57.70% of the issued share capital of the Company.
- Mr. Yip Chee Lai, Charlie (an executive Director), Mr. Yip Chee Seng, Mr. Yep Gee Kuarn, Mr. Yip Chee Way, David (the “**Minority Shareholders**”) have been the persons acting in concert since 1 April 2008 pursuant to a confirmatory agreement dated 1 February 2011 entered into by and among them. Accordingly, each of the Minority Shareholders is deemed to be interested in the Shares in which the Minority Shareholders are interested pursuant to the SFO.
- SCGC Capital Holding Company Limited is wholly-owned by Shenzhen Capital (Hong Kong) Company Limited, which is wholly-owned by Shenzhen Capital Group Co., Ltd. Therefore, pursuant to Part XV of the SFO, each of Shenzhen Capital (Hong Kong) Company Limited and Shenzhen Capital Group Co., Ltd. is deemed to be interested in the Shares held by SCGC Capital Holding Company Limited. For the avoidance of doubt, SCGC Capital Holding Company Limited is a public Shareholder.
- These Shares are held directly by the Subscriber, which is wholly-owned by CCBI Investment Limited (“**CCBI Investment**”). CCBI Investment is wholly-owned by CCB International (Holdings) Limited, which is in turn wholly-owned by CCB Financial Holdings Limited (“**CCB Financial**”). CCB Financial is wholly-owned by CCB International Group Holdings Limited (“**CCB International Group**”). CCB International Group is wholly-owned by China Construction Bank Corporation, which is in turn owned as to 57.11% by Central Huijin Investment Limited.

LETTER FROM THE BOARD

PROPOSED ADOPTION OF NEW SHARE OPTION SCHEME

The Old Share Option Scheme, which was adopted by the Company on 25 November 2011 for a term of 10 years commencing on the date of its adoption, expired on 25 November 2021. In light of the expiration of the Old Share Option Scheme, the Board hereby announces that the Board has resolved to propose the adoption of the New Share Option Scheme to be approved by the Shareholders at the EGM.

The New Share Option Scheme constitutes a share option scheme under Chapter 17 of the Listing Rules and its provisions shall comply with the relevant requirements as set out therein.

The purpose of the New Share Option Scheme is for the Group to attract, retain and motivate the Eligible Persons to strive for future developments and expansion of the Group, to recognise and reward the Eligible Persons for their past contributions and to maintain on-going relationship with the Eligible Persons. The New Share Option Scheme shall be an incentive to encourage the Eligible Persons to perform their best in achieving the goals of the Group and allow the Eligible Persons to enjoy the results of the Company attained through their efforts and contributions.

On 23 November 2021, the Company had granted 29,688,000 share options to subscribe for Shares under the Old Share Option Scheme. No further share options were granted under the Old Share Option Scheme after it expired on 25 November 2021.

LETTER FROM THE BOARD

As at the Latest Practicable Date, the Company had 39,588,000 outstanding share options under the Old Share Option Scheme. Details of the outstanding share options under the Old Share Option Scheme are set out below.

Name or category of participants	Date of grant	Exercise price (HK\$)	Number of share options				
			Outstanding as at 23 November 2021	Expired during the period up to the Latest Practicable Date	Lapsed during the period up to the Latest Practicable Date	Exercised during the period up to the Latest Practicable Date	Outstanding as at the Latest Practicable Date
Directors			18,768,000	—	—	—	18,768,000
Mr. Zhong Yiming	23 November 2021	0.238	3,492,000	—	—	—	3,492,000
Mr. Yip Chee Lai, Charlie	16 April 2018	2.13	2,000,000	—	—	—	2,000,000
	23 November 2021	0.238	3,492,000	—	—	—	3,492,000
		Sub-total	5,492,000	—	—	—	5,492,000
Mr. Wang Xingyi	23 November 2021	0.238	3,492,000	—	—	—	3,492,000
Mr. Sun Yifei	16 April 2018	2.13	2,000,000	—	—	—	2,000,000
	23 November 2021	0.238	3,492,000	—	—	—	3,492,000
		Sub-total	5,492,000	—	—	—	5,492,000
Mr. Li Qi	16 April 2018	2.13	200,000	—	—	—	200,000
	23 November 2021	0.238	200,000	—	—	—	200,000
		Sub-total	400,000	—	—	—	400,000
Mr. Wong Kai Hing	23 November 2021	0.238	200,000	—	—	—	200,000
Mr. Cheng Tsz Lok	23 November 2021	0.238	200,000	—	—	—	200,000
Consultants	23 November 2021	0.238	6,984,000	—	—	—	6,984,000
Employees	16 April 2018	2.13	5,700,000	—	—	—	5,700,000
	23 November 2021	0.238	8,136,000	—	—	—	8,136,000
		Sub-total	13,836,000	—	—	—	13,836,000
		Total	39,588,000	—	—	—	39,588,000

LETTER FROM THE BOARD

As at the Latest Practicable Date, there were a total of 349,260,800 Shares in issue. Assuming that there is no change in the total issued share capital of the Company between the Latest Practicable Date and the date of the EGM at which the adoption of the New Share Option Scheme is to be approved, a maximum of 34,926,080 Shares may be issued upon exercise of all the Share Options to be granted under the New Share Option Scheme and any other share option schemes of the Company, representing approximately 10% of the total number of Shares in issue as at the date of the EGM.

As at the Latest Practicable Date, the Company did not have any plan to grant any Share Options and had not identified any Eligible Person to whom it would make an offer to take up the Share Option.

Principal terms of the New Share Option Scheme

A summary of the principal terms of the New Share Option Scheme is set out in the Appendix on pages 20 to 33 of this circular.

The New Share Option Scheme provides that, unless otherwise determined by the Board and provided in the letter containing the Offer, there is no minimum period for which a Share Option must be held before it can be exercised and no performance target which needs to be achieved by the Grantee before a Share Option can be exercised. The Board may in its absolute discretion impose on an Eligible Person any conditions, restrictions and/or limitations (as the case may be) in relation to, among other things, the grant and/or exercise (as the case may be) of a Share Option (which shall be stated in the letter containing the Offer) and determine the Option Subscription Price, on the basis, and subject to any adjustments, as indicated therein. It is believed that the aforesaid provisions will provide the Company with more flexibility to determine whether and when to impose any conditions, restrictions and/or limitations (as the case may be) on the grant and/or exercise (as the case may be) of a Share Option, as and when appropriate, by setting out, among other things, the terms and conditions in relation to exercise of the Share Option under the particular circumstances of each grant, particularly where there is a need for the Company to offer meaningful incentive and motivation to attract and retain quality personnel that are valuable to the development and expansion of the Group's business for the benefit of the Company and the Shareholders as a whole. This can help facilitate the achievement of the purpose of the New Share Option Scheme, which is primarily to provide incentives, motivations and rewards to the selected Eligible Persons for their contribution to the Group.

Moreover, the Board is of view that the grant of the Share Options to the Eligible Persons who are not employees or directors of any member of the Group or Invested Entity would not only align the interest of the Group with these Grantees but also provide incentive and reward for (i) the participation and involvement in promoting the business of the Group; (ii) providing better goods or services as well as timely market intelligence to the Group in their capacity; or (iii) maintaining a good and long-term relationship with the Group. The Board believes that through the grant of the Share Options, such Eligible Persons will have a common goal as the Group in the growth and development of the Group's business, and they could participate in the future prospect of the Group and share the additional reward through their sustainable contribution. In particular, the grant of the Share Options will offer incentives for suppliers to offer more economic and quality supplies to the Group, for the business partners and joint venture business partners to refer or introduce potential business opportunities to the Group, and for the shareholders of the Group or Invested Entity to continue to support and develop the Group's business, thereby optimising performance efficiency and benefiting the long-term growth of the Group.

LETTER FROM THE BOARD

Furthermore, the Group requires contribution from all classes of talented people to assist its growth, which includes the advisors, consultants and service providers. Besides their normal compensation for their contribution and services, it is necessary to maintain long term and sustainable business relationship with these parties and to align their interest with the Group under the incentive of the Share Options. The Board is of the view that the grant of the Share Options will offer incentives for advisors, consultants and service providers to provide better services to the Group (for example in terms of special skills or technical knowledge to fill the void currently experienced by the Group) and will bring in more opportunities to the Group. These parties are usually seasoned people in their own fields and professionals with many business connections which the Group may not be able to recruit them as employees. The grant of the Share Options to these capable people may fill the gap and to foster the relationship with them as well as allowing the Company to pay such external experts, advisors or consultants a consideration comprising service fee and share-based consideration, leveraging on which, the Company may be able to avoid expensive one-off short-term transaction costs, at the same time incentivise such external experts, advisors and consultants with the long-term value to be brought by the growth of the Company's business and market capitalisation.

In respect of Invested Entity, apart from the abovementioned Eligible Persons, the Company considers that it is necessary to ensure that the New Share Option Scheme is wide enough to cover those entities that the Group has or will be invested in. The inclusion of the Invested Entity as Eligible Participant under the New Share Option Scheme, similar to other categories of Eligible Participants, could provide incentive to these participants to bring in more business opportunities to and closer cooperation with the Group. If the Group's interest in an invested entity is over 20%, it is an associated company to the Group, and the Group could share the results of these associated companies. If an Invested Entity develops well, the Group will directly and indirectly benefit from their growth. The New Share Option Scheme may allow the Company to have flexibility to provide incentive to these parties and reward for their contribution to the Group or an Invested Entity, and to consolidate their loyalty and business relationship with the Group and the Invested Entity. Before making an offer for grant of any Share Option, the Board will also consider the Company's direct and indirect shareholding percentage in these entities, and the extent of benefits and synergies these entities brought into the Group. While the Invested Entity is not a member of the Group, the Group still has significant interest in such entities as explained, and it is justified to include them as Eligible Participants under the New Share Option Scheme.

Before making an offer to any Eligible Person for grant of any Share Option, the Board may consider such factors including their expertise, experience, business connection, industry reputation or extent of business opportunities introduced to the Group. The Board is more inclined and willing to grant Share Options to such parties having the attributes required by the Group in the running and development of the Group's businesses. Whether there will be a performance target for the grant of options to the Eligible Persons will depend on each individual on a case-by-case basis.

Based on the above, the Board considers that the inclusion of abovementioned participants (other than the employees and directors of the Group) as the Eligible Participants is fair and reasonable and in the interest of the Company and the Shareholders as a whole, and will enable the purposes of the New Share Option Scheme to be achieved.

LETTER FROM THE BOARD

No trustee has been appointed under the New Share Option Scheme. None of the Director is and will be a trustee of the New Share Option Scheme or has a direct or indirect interest in the trustee.

Conditions precedent of the New Share Option Scheme

The New Share Option Scheme shall take effect subject to and conditional upon:

- (i) the passing of ordinary resolution(s) by the Shareholders to approve and adopt the New Share Option Scheme, and to authorise the Directors to grant Share Options to subscribe for the Shares thereunder and to allot, issue and otherwise deal with the Shares which may be issued pursuant to the exercise of any Share Options to be granted under the New Share Option Scheme; and
- (ii) the Listing Committee granting approval (whether subject to conditions or not) for the listing of, and permission to deal in, any Shares which may be issued pursuant to the exercise of Share Options to be granted under the New Share Option Scheme.

As at the Latest Practicable Date, none of the aforesaid conditions of the New Share Option Scheme had been fulfilled. An application will be made to the Stock Exchange for the approval for the listing of, and permission to deal in, the Shares falling to be issued pursuant to the exercise of the Share Options under the New Share Option Scheme.

Value of the Share Options

The Board considers that it is not appropriate to state the value of the Share Options that may be granted pursuant to the New Share Option Scheme as if they had been granted at the Latest Practicable Date, since (i) any valuation of the fair value of all the Share Options would have to be based on the circumstances as at the Latest Practicable Date, where Share Options would be granted until the adoption of the New Share Option Scheme has been approved at the EGM (i.e. after the Latest Practicable Date); and (ii) a number of variables which are crucial to the calculation of the value of all the Share Options are yet to be determined by the Company. Such variables include the Option Subscription Price, exercise period, vesting period (if any) and any other relevant factors to be determined by the Company. The Board believes that any calculation of the value of all the Share Options as at the Latest Practicable Date based on a number of speculative assumptions would not be meaningful and would be misleading to the Shareholders.

Document on display

A copy of the New Share Option Scheme will be published on the websites of Stock Exchange (<http://www.hkexnews.hk>) and the Company (<http://www.tempushold.com>) for not less than 14 days before the date of the EGM and a copy of the New Share Option Scheme is available for inspection at the EGM.

LETTER FROM THE BOARD

EGM

The EGM will be convened at Unit 3602, 36/F, Citicorp Centre, 18 Whitfield Road, Causeway Bay, Hong Kong on Monday, 31 January 2022 at 10:00 a.m. for the Shareholders to consider and, if thought fit, to approve, among other things, (i) the entering into of the Subscription Agreement and the transactions contemplated thereunder (including the granting of the Specific Mandate for the allotment and issue of the Subscription Shares); and (ii) the adoption of the New Share Option Scheme. As at the Latest Practicable Date, to the best knowledge, information and belief of the Directors having made all reasonable enquiries, no Shareholders have material interest in the Subscription Agreement and the New Share Option Scheme and will be required to abstain from voting on the relevant resolutions to be proposed at the EGM.

For determining the entitlement to attend and vote at the EGM, the register of members of the Company will be closed from Wednesday, 26 January 2022 to Monday, 31 January 2022, both dates inclusive, during which period no transfer of Shares will be registered. In order to be eligible to attend and vote at the EGM, all transfers forms of Shares accompanied by the relevant share certificates must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Boardroom Share Registrars (HK) Limited at 2103B, 21/F, 148 Electric Road, North Point, Hong Kong, for registration not later than 4:30 p.m. on Tuesday, 25 January 2022.

A form of proxy for use at the EGM is enclosed with this circular. Whether or not you are able to attend the EGM, you are requested to complete and sign the accompanying form of proxy in accordance with the instructions printed thereon and deposit the same with the Company's branch share registrar and transfer office in Hong Kong, Boardroom Share Registrars (HK) Limited at 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.

Pursuant to Rule 13.39(4) of the Listing Rules, the resolutions will be voted on by way of poll at the EGM and the Company will announce the results of the poll in the manner prescribed under Rule 13.39(5) of the Listing Rules.

RECOMMENDATION

The Directors consider that (i) the entering into the Subscription Agreement and the transactions contemplated thereunder (including the granting of the Specific Mandate for the allotment and issue of the Subscription Shares) are on normal commercial terms, fair and reasonable, and in the interests of the Company and the Shareholders as a whole; and (ii) the adoption of the New Share Option Scheme is 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.

LETTER FROM THE BOARD

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.

GENERAL

In case of any discrepancies between the Chinese and English versions of this circular, the English version shall prevail.

The Completion is subject to fulfillment of the conditions precedent set out in the Subscription Agreement and may or may not proceed. The adoption of the New Share Option Scheme is subject to the approval of the Shareholders. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the securities of the Company.

By Order of the Board
Tempus Holdings Limited
Zhong Baisheng
Chairman

The following is a summary of the principal terms of the New Share Option Scheme to be approved at the EGM:

1. Purpose of the New Share Option Scheme

The purpose of the New Share Option Scheme is to enable the Company to grant Share Options to the Eligible Persons as incentives or rewards for their contributions to the Group.

2. Conditions

The New Share Option Scheme shall take effect subject to and conditional upon:

- (i) the passing of ordinary resolution(s) by the Shareholders to approve and adopt the New Share Option Scheme, and to authorise the Directors to grant Share Options to subscribe for the Shares thereunder and to allot, issue and otherwise deal with the Shares which may be issued pursuant to the exercise of any Share Options to be granted under the New Share Option Scheme; and
- (ii) the Listing Committee granting approval (whether subject to conditions or not) for the listing of, and permission to deal in, any Shares which may be issued pursuant to the exercise of any Share Options to be granted under the New Share Option Scheme.

3. Duration and administration

The New Share Option Scheme shall be subject to the administration of the Directors whose decision on all matters arising in relation to the New Share Option Scheme or their interpretation or effect shall (save for the grant of Share Options referred to in paragraph 5(i) which shall be approved in the manner referred to therein and save as otherwise provided herein) be final and binding on all persons who may be affected thereby.

Subject to paragraphs 2 and 15, the New Share Option Scheme shall be valid and effective until close of business of the Company on the date (the “**Termination Date**”) which falls ten (10) years after the date on which the New Share Option Scheme is adopted by the Shareholders in the EGM (the “**Adoption Date**”), after which period no further Share Options may be issued but the provisions of the New Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Share Options granted or exercised prior thereto or otherwise as may be required in accordance with the provisions of the New Share Option Scheme.

4. Participants of the New Share Option Scheme and eligibility

Subject to paragraph 5(i), the Directors shall, in accordance with the provisions of the New Share Option Scheme and the Listing Rules, be entitled but shall not be bound at any time within a period of ten (10) years commencing from the Adoption Date to make an Offer to any person belonging to the Eligible Persons to subscribe, and no person other than the Eligible Persons named in such Offer may subscribe, for such number of Shares at such Option Subscription Price as the Directors shall, subject to paragraph 10, determine:

- (a) any Eligible Employee;
- (b) any non-executive directors (including independent non-executive directors) of any member of the Group, any Invested Entity;
- (c) directors and employees of the Related Entity;
- (d) any supplier of goods or services to any member of the Group or any Invested Entity;
- (e) any person or entity that provides research, development or other technological support to any member of the Group or any Invested Entity;
- (f) any shareholder of any member of the Group or any Invested Entity; and
- (g) any service provider (professional or otherwise), consultant or any business or joint venture partner to any area of business or business development of any member of the Group or any Invested Entity,

and, for the purposes of the New Share Option Scheme, the Offer may be made to any company wholly-owned by one or more Eligible Participants.

Classes (e) and (g) of participants shall include persons who provide services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are material to the long term growth of the Group (the “**Service Providers**”) as determined by the remuneration committee of the Company. For the avoidance of doubt, Service Providers would not include placing agents or financial advisers providing advisory services for fundraising, mergers or acquisitions, or consultants providing professional services to the Group.

The basis of eligibility shall be determined by the Board from time to time on the basis of the Eligible Persons' contribution to the development and growth of the Group. In order for a person to satisfy the Directors that he/she is qualified to be (or where applicable, continues to be qualified to be) an Eligible Person, such person shall provide all such information as the Directors may request for the purpose of assessing his/her eligibility (or continuing eligibility). In determining the criteria for the Eligible Persons who are not employees or directors of any member of the Group or Invested Entity, the Board will take into account the following factors:

- (1) the scale of their business dealings with the Group (in terms of purchases attributable to them) (where applicable), the length of business relationships between them and the Group, the positive impacts they have brought on the Group's business development, the future plans in relation to further business collaboration and generally the significance to the Group of building long-term business relationships with them. For example, when determining whether Share Options should be granted to particular suppliers of the Group, much weight will be attached to their ability to maintain quality of services;
- (2) the person's potential and/or actual contribution to the business affairs of and benefits to the Group (in terms of, including without limitation, proactively promoting/catalysing the continuing development and growth of the Group, and bringing innovation, new talents and expertise to the Group);
- (3) the potential and/or actual degree of involvement in and/or cooperation with the Group with regard to the number, scale and nature of projects, and the period of engagement/cooperation/business relationship with the Group; and/or
- (4) whether the person is regarded as a valuable human resource of the Group based on the person's work experience, professional qualifications, knowledge in the industry or other relevant factors (including without limitation technical knowhow, market competitiveness, synergy between him/her and the Group, external business connections, strategic value, and repute and credibility).

5. Grant of Share Options

- (i) Without prejudice to paragraph 9(iv) below, the making of an Offer to any Director, chief executive or substantial shareholder of the Company, or any of their respective associates must be approved by the independent non-executive directors or the remuneration committee of the Company (excluding any Director who or whose associate is the proposed Grantee of an Option) as required under the Listing Rules as amended and supplemented from time to time.
- (ii) The eligibility of any of the Eligible Persons to an Offer shall be determined by the Directors from time to time on the basis of the Directors' opinion as to his contribution to the development and growth of the Group.

- (iii) An Offer shall be made to an Eligible Person in writing (and unless so made shall be invalid) in such form as the Directors may from time to time determine, either generally or on a case-by-case basis, specifying the number of Shares and the Option Period in respect of which the Offer is made and further requiring the Eligible Persons to undertake to hold the Share Option on the terms on which it is to be granted and to be bound by the provisions of the New Share Option Scheme and shall remain open for acceptance by the Eligible Persons concerned (and by no other person) for a period of up to 21 days from the Offer Date.
- (iv) An Offer shall have been accepted by an Eligible Person in respect of all Shares under the Share Option which are offered to such Eligible Person when the duplicate letter comprising acceptance of the Offer duly signed by the Eligible Person 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 within such time as may be specified in the Offer (which shall not be later than 21 days from the Offer Date). Such remittance shall in no circumstances be refundable.
- (v) Any Offer may be accepted by an Eligible Person in respect of less than the number of Shares which are offered provided that such number is clearly stated in the duplicate letter comprising acceptance of the Offer duly signed by such Eligible Person and received by the Company together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof within such time as may be specified in the Offer (which shall not be later than 21 days from the Offer Date). Such remittance shall in no circumstances be refundable.
- (vi) Upon an Offer being accepted by an Eligible Person in whole or in part in accordance with paragraph 5(iv) or 5(v), a Share Option in respect of the number of Shares in respect of which the Offer was so accepted will be deemed to have been granted by the Company to such Eligible Person on the Offer Date. To the extent that the Offer is not accepted within the time specified in the Offer in the manner indicated in paragraph 5(iv) or 5(v), it will be deemed to have been irrevocably declined.
- (vii) An Offer may not be made:
 - (a) after inside information has come to the Company's knowledge until (and including) the trading day after it has announced the information; or
 - (b) during the period commencing one month immediately preceding the earlier of:
 - (1) the date of the Board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for the approval of the Company's results for any year, half-year, or any other interim period (whether or not required under the Listing Rules); and

- (2) the deadline for the Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement, no Offer may be made.

- (viii) The Directors may not make any Offer to an Eligible Person who is a Director during the periods or times in which the Directors are prohibited from dealing in Shares pursuant to the Model Code for Securities Transactions by Directors prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company.

6. Option Subscription Price

The Option Subscription Price in respect of any Share Option shall, subject to any adjustments made pursuant to the paragraph 10, be at the discretion of the Directors, provided that it shall not be less than the highest of:

- (i) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet for trade in one or more board lots of the Shares on the Offer Date;
- (ii) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five Business Days immediately preceding the Offer Date; and
- (iii) the nominal value of a Share.

7. Exercise of Share Options

- (i) A Share Option 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 otherwise dispose of or create any interest whatsoever in favour of any third party over or in relation to any Share Option or enter into any agreement so to do. Any breach of the foregoing by a Grantee shall entitle the Company to cancel any Share Option granted to such Grantee to the extent not already exercised.
- (ii) Unless otherwise determined by the Directors and stated in the Offer to a Grantee, a Grantee is not required to hold a Share Option for any minimum period nor achieve any performance targets before the exercise of a Share Option granted to him.

- (iii) Subject to the provisions of the New Share Option Scheme and the fulfillment of all terms and conditions set out in the Offer, including the attainment of any performance targets stated therein (if any), a Share Option shall be exercisable in whole or in part in the circumstances and in the manner as set out in paragraphs 7(iv) and 7(v) by giving notice in writing to the Company stating that the Share Option is thereby exercised and the number of Shares in respect of which it is so exercised (which, except where the number of Shares in respect of which the Share Option remains unexercised is less than one board lot or where the Share Option is exercised in full, must be for a board lot for dealings in Shares on the Stock Exchange or an integral multiple thereof). Each such notice must be accompanied by a remittance for the full amount of the aggregate Option Subscription Price for Shares in respect of which the notice is given. Within 21 days (7 days in the case of an exercise pursuant to the provisions of paragraph 7(iv)(c)) after receipt of the notice and, where appropriate, receipt of the certificate of the auditors of the Company or the independent financial advisers pursuant to paragraph 10, the Company shall accordingly allot and issue the relevant number of Shares to the Grantee (or, in the event of an exercise of Share Option by a Personal Representative pursuant to paragraph 7(iv)(a), to the estate of the Grantee) fully paid and issue to the Grantee (or his estate in the event of an exercise by his Personal Representative as aforesaid) a share certificate for the Shares so allotted and issued.
- (iv) Subject as hereinafter provided, a Share Option may (and may only) be exercised by the Grantee at any time or times during the Option Period provided that:
- (a) if the Grantee is an Eligible Employee and in the event of his ceasing to be an Eligible Employee by reason of his death, ill-health or retirement in accordance with his contract of employment before exercising the Share Option in full, his Personal Representative(s) or, as appropriate, the Grantee may exercise the Share Option (to the extent not already exercised) in whole or in part in accordance with the provisions of paragraph 7(iii) within a period of 12 months following the date of cessation of employment which date shall be the last day on which the Grantee was at work with the Group or the Invested Entity whether salary is paid in lieu of notice or not, or such longer period as the Directors may determine or, if any of the events referred to in paragraph 7(iv)(c) or 7(iv)(d) occur during such period, exercise the Share Option pursuant to paragraph 7(iv)(c) or 7(iv)(d) respectively;
- (b) if the Grantee is an Eligible Employee and in the event of his ceasing to be an Eligible Employee for any reason other than his death, ill-health or retirement in accordance with his contract of employment or the termination of his employment on one or more of the grounds specified in paragraph 8(i)(c) before exercising the Share Option in full, the Share Option (to the extent not already exercised) shall lapse on the date of cessation or termination and not be exercisable unless the Directors otherwise determine in which event the Grantee may exercise the Share Option (to the extent not already exercised) in whole or in part in accordance with the provisions of paragraph 7(iii) within such period as the Directors may determine following the date of such cessation or termination or, if any of the events referred to in paragraph 7(iv)(c) or 7(iv)(d) occur during such period, exercise the Share Option pursuant to paragraph 7(iv)(c) or 7(iv)(d) respectively. The date of cessation or termination as aforesaid shall be the last day on which the Grantee was actually at work with the Group or the Invested Entity whether salary is paid in lieu of notice or not;

- (c) if a general or partial offer, whether by way of take-over offer, share re-purchase offer, or scheme of arrangement or otherwise in like manner is made to all the holders of the Shares, or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror, the Company shall use all reasonable endeavours to procure that such offer is extended to all the Grantees on the same terms, mutatis mutandis, and assuming that they will become, by the exercise in full of the Share Options granted to them, Shareholders. If such offer becomes or is declared unconditional or such scheme of arrangement is formally proposed to the Shareholders, the Grantee shall, notwithstanding any other terms on which his Share Options were granted, be entitled to exercise the Share Option (to the extent not already exercised) to its full extent or to the extent specified in the Grantee's notice to the Company in accordance with the provisions of paragraph 7(iii) at any time thereafter and up to the close of such offer (or any revised offer) or the record date for entitlements under such scheme of arrangement, as the case may be. Subject to the above, the Share Option will lapse automatically (to the extent not exercised) on the date which such offer (or, as the case may be, the revised offer) closed or the relevant record date for entitlements under the scheme of arrangement, as the case may be;
- (d) in the event of a resolution being proposed for the voluntary winding-up of the Company during the Option Period, the Grantee may, subject to the provisions of all applicable laws, by notice in writing to the Company at any time not less than two (2) Business Days before the date on which such resolution is to be considered and/or passed, exercise his Share Option (to the extent not already exercised) either to its full extent or to the extent specified in such notice in accordance with the provisions of paragraph 7(iii) and the Company shall allot and issue to the Grantee the Shares in respect of which such Grantee has exercised his Share Option not less than one (1) Business Day before the date on which such resolution is to be considered and/or passed whereupon he shall accordingly be entitled, in respect of the Shares allotted and issued to him in the aforesaid manner, to participate in the distribution of the assets of the Company available in liquidation *pari passu* with the holders of the Shares in issue on the day prior to the date of such resolution. Subject thereto, all Share Options then outstanding shall lapse and determine on the commencement of the winding-up; and
- (e) if the Grantee is a company wholly-owned by one or more Eligible Persons:
- (1) the provisions of paragraphs 7(iv)(a), 7(iv)(b), 8(i)(c) and 8(i)(d) shall apply to the Grantee and to the Share Options granted to such Grantee, mutatis mutandis, as if such Share Options had been granted to the relevant Eligible Person, and such Share Options shall accordingly lapse or fall to be exercisable after the event(s) referred to in paragraphs 7(iv)(a), 7(iv)(b), 8(i)(c) and 8(i)(d) shall occur with respect to the relevant Eligible Person; and

- (2) the Share Options granted to the Grantee shall lapse and determine on the date the Grantee ceases to be wholly-owned by the relevant Eligible Person provided that the Directors may in their absolute discretion decide that such Share Options or any part thereof shall not so lapse or determine subject to such conditions or limitations as they may impose.

- (v) Shares to be allotted and issued upon the exercise of a Share Option will be subject to all the provisions of the articles of association of the Company for the time being in force and will rank *pari passu* in all respects with the then existing fully paid Shares in issue on the date on which the Share Option is duly exercised or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members (“**Exercise Date**”) and accordingly will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Exercise Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the Exercise Date. A Share allotted and issued upon the exercise of an Option shall not carry voting rights until the name of the Grantee has been duly entered on the register of members of the Company as the holder thereof.

8. Termination of Option Period

- (i) The Option Period in respect of any Share Option shall automatically terminate and that Share Option (to the extent not already exercised) shall lapse on the earliest of:
 - (a) the expiry of the Option Period;
 - (b) the expiry of any of the periods referred to in paragraph 7(iv);
 - (c) in respect of a Grantee who is an Eligible Employee, the date on which the Grantee ceases to be an Eligible Employee by reason of termination of his employment on the grounds that he has been guilty of persistent or serious misconduct, or has committed any act of bankruptcy or has become insolvent or has made any arrangement or composition with his creditors generally, or has been convicted of any criminal offence (other than an offence which in the opinion of the Directors does not bring the Grantee or any member of the Group or the Invested Entity into disrepute);

- (d) in respect of a Grantee other than an Eligible Employee, the date on which the Directors shall at their absolute discretion determine that (1) (aa) the Grantee or his associate has committed any breach of any contract entered into between the Grantee or his associate on the one part and any member of the Group or any Invested Entity on the other part; or (bb) 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 his creditors generally or (cc) the Grantee 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; and (2) the Share Option shall lapse as a result of any event specified in sub-paragraph (aa),(bb) or (cc) above;
 - (e) the date of the commencement of the winding-up of the Company; and
 - (f) the date on which the Directors shall exercise the Company's right to cancel the Share Option by reason of a breach of paragraph 7(i) by the Grantee in respect of that or any other Share Option.
- (ii) A resolution of the Directors to the effect that the employment of a Grantee has or has not been terminated on one or more of the grounds specified in paragraph 8(i)(c) or that any event referred to in paragraph 8(i)(d)(1) has occurred shall be conclusive and binding on all persons who may be affected thereby.
 - (iii) Transfer of employment of a Grantee who is an Eligible Employee from one member of the Group to another member of the Group shall not be considered cessation of employment. It shall not be considered cessation of employment if a Grantee who is an Eligible Employee is placed on such leave of absence which is considered by the directors of the relevant member of the Group not to be a cessation of employment of the Grantee.

9. Maximum number of Shares available for subscription

- (i) The maximum number of Shares which may be allotted and issued upon exercise of all outstanding Share Options granted and yet to be exercised under the New Share Option Scheme and any other share option schemes adopted by the Group shall not exceed 30% of the share capital of the Company in issue from time to time. No Share Options may be granted under the New Share Option Scheme or any other share option schemes adopted by the Group if the grant of such option will result in the limit referred to in this paragraph 9(i) being exceeded.

- (ii) The scheme mandate limit must not exceed 10% of the relevant class of Shares in issue as at the Adoption Date, being 349,260,800 Shares (assuming that no new Shares will be allotted, issued or repurchased prior to the EGM) (“**General Scheme Limit**”) provided that:
- (a) subject to paragraph 9(i) and without prejudice to paragraph 9(ii)(b), the Company may seek approval of the Shareholders in general meeting to refresh the General Scheme Limit (and the service provider sublimit, if any) under the New Share Option Scheme after three years from the date of shareholders’ approval for the last refreshment (or the adoption of the New Share Option Scheme) provided that the total number of Shares which may be allotted and issued upon exercise of all Share Options to be granted under the New Share Option Scheme and any other share option schemes of the Group under the scheme mandate as “refreshed” must not exceed 10% of the Shares in issue as at the date of approval of the refreshed limit. Share Options lapsed in accordance with the terms of the New Share Option Scheme or any share option schemes of the Group will not be counted for the purpose of calculating the General Scheme Limit and the service provider sublimit. Additional “refreshment” within any three year period must be approved by independent Shareholders where any controlling shareholders of the Company and their associates (or if there is no controlling shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting;
 - (b) subject to paragraph 9(i) and without prejudice to paragraph 9(ii)(a), the Company may seek separate shareholders’ approval in general meeting to grant Share Options under the New Share Option Scheme beyond the General Scheme Limit or, if applicable, the refreshed limit referred to in paragraph 9(ii)(a) to Eligible Persons specifically identified by the Company before such approval is sought. The number and terms (including the Subscription Price) of Share Options to be granted to such Eligible Person must be fixed before Shareholders’ approval. In respect of any Share Options to be granted, the date of board meeting for proposing such grant should be taken as the date of grant for the purpose of calculating the Subscription Price;
 - (c) Where the participants of the scheme include service providers, within the General Scheme Limit, the Company must set the service provider sublimit and separately approved by Shareholders in general meeting; and
 - (d) If the Company conducts a share consolidation or sub-division after the General Scheme Limit or the service provider sublimit has been approved in general meeting, the maximum number of Shares that may be issued in respect of all Share Options to be granted under all of the schemes of the Company under the General Scheme Limit or the service provider sublimit, the respective percentage of the total number of issued Shares at the date immediately before and after such consolidation or sub-division shall remain the same.

- (iii) Subject to paragraph 9(iv), the total number of Shares issued and which may fall to be issued upon exercise of the Share Options and the options granted under any other share option schemes of the Group (including both exercised or outstanding options) to each Grantee in any 12-month period shall not exceed 1% of the issued share capital of the Company for the time being. Where any further grant of Share Options to a Grantee under the New Share Option Scheme would result in the Shares issued and to be issued upon exercise of all options granted and proposed to be granted to such person (excluding any Share Options lapsed in accordance with the terms of the scheme) under the New Share Option Scheme and any other share option schemes of the Group in the 12-month period up to and including the date of such further grant representing in aggregate over 1% of the Shares in issue, such further grant must be separately approved by Shareholders in general meeting with such Grantee and his/her close associates abstaining from voting.
- (iv) Without prejudice to paragraph 5(i), where any grant of Share Options to a substantial shareholder of the Company or an independent non-executive Director or a substantial shareholder or any of their respective associates, would result in the Shares issued and to be issued upon exercise of all Share Options already granted and to be granted (excluding any Share Options lapsed in accordance with the terms of the scheme) to such person in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the Shares in issue, such further grant of Share Options must be approved by the Shareholders in general meeting.
- (v) Any change in the terms of Share Options granted to any Grantee who is a Director, chief executive or a substantial shareholder of the Company, or any of their respective associates must be approved by the Shareholders in general meeting if the initial grant of the Share Options requires such approval (except where the changes take effect automatically under the existing terms of the New Share Option Scheme).
- (vi) For the purpose of seeking the approval of the Shareholders under paragraphs 9(ii), 9(iii), 9(iv) and 9(v), the Company must send a circular to the Shareholders containing the information required under the Listing Rules and where the Listing Rules shall so require, the vote at the Shareholders' meeting convened to obtain the requisite approval shall be taken on a poll with those persons required under the Listing Rules abstaining from voting.

10. Adjustments to the Option Subscription Price

- (i) In the event of any alteration in the capital structure of the Company whilst any Share Option remains exercisable or the New Share Option Scheme remains in effect, and such event arises from a capitalisation of profits or reserves, rights issue, consolidation or sub-division of the Shares, or reduction of the share capital of the Company, then, in any such case the Company shall instruct the auditors of the Company or an independent financial adviser to certify in writing the adjustment, if any, that ought in their opinion fairly and reasonably to be made either generally or as regards any particular Grantee, to:
- (a) the number or nominal amount of Shares to which the New Share Option Scheme or any Share Option(s) relates (insofar as it is/they are unexercised); and/or
 - (b) the Option Subscription Price; and/or
 - (c) (unless the relevant Grantee elects to waive such adjustment) the number of Shares comprised in a Share Option or which remains comprised in a Share Option,

and an adjustment as so certified by the auditors of the Company or such independent financial adviser shall be made, provided that:

- (a) any such adjustment shall give the Grantee the same proportion of the issued share capital of the Company for which such Grantee would have been entitled to subscribe had he exercised all the Share Options held by him immediately prior to such adjustment;
- (b) notwithstanding (a) above, any adjustments as a result of an issue of securities with a price-dilutive element, such as a rights issue, open offer or capitalisation issue, should be based on a scrip factor similar to the one used in accounting standards in adjusting the earnings per share figures and any such adjustment shall comply with the supplementary guidance on Rule 17.03(13) of the Listing Rules as set out in the letter issued by the Stock Exchange dated 5 September 2005;
- (c) no such adjustment shall be made the effect of which would be to enable a Share to be issued at less than its nominal value;
- (d) the issue of Shares or other securities of the Group as consideration in a transaction shall not be regarded as a circumstance requiring any such adjustment; and
- (e) any such adjustment shall be in compliance with the Listing Rules and such applicable rules, codes, guidance notes and/or interpretation of the Listing Rules from time to time promulgated by the Stock Exchange.

In respect of any adjustment referred to in this paragraph 10(i), other than any adjustment made on a capitalisation issue, the auditors of the Company or such independent financial adviser must confirm to the Directors in writing that the adjustments satisfy the requirements of the relevant provisions of the Listing Rules.

- (ii) If there has been any alteration in the capital structure of the Company as referred to in paragraph 10(i), the Company shall, upon receipt of a notice from a Grantee in accordance with paragraph 7(iii), 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 of the Company 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 of the Company or the independent financial adviser as soon as practicable thereafter to issue a certificate in that regard in accordance with paragraph 10(i).
- (iii) In giving any certificate under this paragraph 10, the auditors of the Company or the independent financial adviser appointed under paragraph 10(i) shall be deemed to be acting as experts and not as arbitrators and their certificate shall, in the absence of manifest error, be final, conclusive and binding on the Company and all persons who may be affected thereby.

11. Cancellation of Share Options

- (i) Subject to paragraph 7(i) and Chapter 17 of the Listing Rules, any Share Option granted but not exercised may not be cancelled except with the prior written consent of the relevant Grantee and the approval of the Directors.
- (ii) Where the Company cancels any Share Option granted to a Grantee but not exercised and issues new Share Option(s) to the same Grantee, the issue of such new Share Option(s) may only be made with available unissued Share Options (excluding, for this purpose, the Share Options so cancelled) within the General Scheme Limit or the limits approved by the Shareholders pursuant to paragraph 9(ii)(a) or 9(ii)(b).

12. Share Capital

The exercise of any Share Option shall be subject to the members of the Company in general meeting approving any necessary increase in the authorised share capital of the Company. Subject thereto, the Directors shall make available sufficient authorised but unissued share capital of the Company to allot and issue the Shares on the exercise of any Share Option.

13. Dispute

Any dispute arising in connection with the number of Shares the subject of a Share Option, or any adjustment under paragraph 10(i) shall be referred to the decision of the auditors of the Company who shall act as experts and not as arbitrators and whose decision shall, in the absence of manifest error, be final, conclusive and binding on all persons who may be affected thereby.

14. Alternation of the New Share Option Scheme

- (i) Subject to paragraphs 14(ii) and 14(iv), the New Share Option Scheme may be altered in any respect by a resolution of the Directors except that:
 - (a) the provisions of the New Share Option Scheme as to the definitions of “Eligible Persons”, “Grantee”, “Option Period” and “Termination Date”;
 - (b) the provisions of the New Share Option Scheme relating to the matters governed by Rule 17.03 of the Listing Rules;

shall not be altered to the advantage of Grantees or prospective Grantees except with the prior sanction of a resolution of the Shareholders in general meeting, provided that no such alteration shall operate to affect adversely the terms of issue of any Share Option granted or agreed to be granted prior to such alteration except with the consent or sanction of such majority of the Grantees as would be required of the holders of the Shares under the articles of association for the time being of the Company for a variation of the rights attached to the Shares.

- (ii) Subject to paragraph 14(iii), any alterations to the terms and conditions of the New Share Option Scheme which are of a material nature shall be approved by the Shareholders in general meeting except where the alterations take effect automatically under the existing terms of the New Share Option Scheme.
- (iii) Any change to the authority of the Directors or the administrators of the New Share Option Scheme in relation to any alteration to the terms of the New Share Option Scheme must be approved by the Shareholders in general meeting.
- (iv) The terms of the New Share Option Scheme and/or any Share Options amended pursuant to this paragraph 14 must comply with the applicable requirements of the Listing Rules.

15. Termination

The Company by resolution in general meeting may at any time terminate the operation of the New Share Option Scheme and in such event no further Share Options will be offered but in all other respects the provisions of the New Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Share Options (to the extent not already exercised) granted prior thereto or otherwise as may be required in accordance with the provisions of the New Share Option Scheme and Share Options (to the extent not already exercised) granted prior to such termination shall continue to be valid and exercisable in accordance with the New Share Option Scheme.

NOTICE OF EGM

TEMPUS

騰邦控股

TEMPUS HOLDINGS LIMITED

騰邦控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 06880)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the extraordinary general meeting (the “**Meeting**”) of the shareholders of Tempus Holdings Limited (騰邦控股有限公司) (the “**Company**”) will be held at Unit 3602, 36/F, Citicorp Centre, 18 Whitfield Road, Causeway Bay, Hong Kong on Monday, 31 January 2022 at 10:00 a.m. to consider and, if thought fit, to pass the following resolutions. Unless otherwise indicated, capitalised terms used herein shall have the same meaning as those defined in the circular of the Company dated 14 January 2022 (the “**Circular**”):

ORDINARY RESOLUTIONS

1. “**THAT:**

- (a) the Subscription Agreement dated 28 December 2021 entered into between the Company and Wan Tai Investments Limited (the “**Subscriber**”) in relation to the subscription of 87,315,200 new ordinary shares of the Company (the “**Subscription Shares**”) at the subscription price of HK\$0.19941 per Subscription Share, and all transactions contemplated thereunder and all other matters thereof and incidental thereto and in connection therewith, be and are hereby generally and unconditionally approved, confirmed and ratified in all respects;
- (b) conditional upon the Listing Committee granting the listing of, and permission to deal in the Subscription Shares, the directors (the “**Directors**” and each a “**Director**”) of the Company be and are hereby granted a specific mandate (the “**Specific Mandate**”) to allot and issue the Subscription Shares, such Specific Mandate being in addition to and not prejudicing or revoking any general or specific mandate(s) which has/have been granted or may from time to time be granted to the Directors by the shareholders of the Company; and
- (c) any one Director be and is hereby generally and unconditionally authorised to do all such acts or things and execute and deliver all such documents, instruments and agreements which they consider necessary, desirable or expedient to give effect to the transactions contemplated by the Subscription Agreement and the allotment and issue of the Subscription Shares, and to agree to such variation, amendments or waiver of matters relating thereto as are, in the opinion of the Director, in the interests of the Company.”

NOTICE OF EGM

2. “**THAT** subject to the approval of the Listing Committee for the listing and trading of the Shares to be allotted and issued upon the exercise of any Share Options granted under the New Share Option Scheme (a copy of which has been produced to the Meeting and initialled by the chairman of the Meeting for identification purpose) specified in the Circular, the New Share Option Scheme be and is hereby approved and adopted as the share option scheme of the Company, and any one Director be and is hereby authorised to take all necessary or appropriate steps to implement the New Share Option Scheme, including but not without limitation:
- (a) to administer the New Share Option Scheme under which Share Options will be granted to the Eligible Persons eligible under the New Share Option Scheme to subscribe for the Shares, including but not limited to determining and granting the Share Options in accordance with the terms of the New Share Option Scheme;
 - (b) to modify and/or amend the New Share Option Scheme from time to time provided that such modification and/or amendment is effected in accordance with the provisions of the New Share Option Scheme relating to the modification and/or amendment and subject to Chapter 17 of the Listing Rules;
 - (c) to allot and issue from time to time such number of Shares in the share capital of the Company as may be required to be allotted and issued pursuant to the exercise of the Share Options under the New Share Option Scheme provided that the maximum number of Shares which may be allotted and issued pursuant to the New Share Option Scheme is 10% of the total number of Shares in issue as at the date of passing of this resolution, but the Company may seek an approval from its shareholders in general meeting to refresh the 10% limit from time to time but provided always that the maximum number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the New Share Option Scheme and any other share option scheme(s) of the Company shall not in aggregate exceed 30% of the total number of Shares in issue from time to time;
 - (d) make application at appropriate time or times to the Stock Exchange and any other stock exchanges upon which the issued Shares may for the time being be listed, for the listing of, and permission to deal in, any Shares which may hereafter from time to time be allotted and issued pursuant to the exercise of the Share Options under the New Share Option Scheme; and
 - (e) to consent, if it so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the New Share Option Scheme.”

By Order of the Board
Tempus Holdings Limited
Zhong Baisheng
Chairman

Hong Kong, 14 January 2022

NOTICE OF EGM

As at the date of this notice, the Board comprises four executive Directors, namely Mr. Zhong Yiming, Mr. Yip Chee Lai, Charlie, Mr. Wang Xingyi and Mr. Sun Yifei; one non-executive Director, namely Mr. Zhong Baisheng; and three independent non-executive Directors, namely Mr. Li Qi, Mr. Wong Kai Hing and Mr. Cheng Tsz Lok.

Notes:

1. Any member entitled to attend and vote at the Meeting is entitled to appoint another person as his/her proxy to attend and vote instead of him/her. A member who is the holder of two or more Shares may appoint one or more proxies to attend and vote instead of him/her.

For determining the entitlement to attend and vote at the Meeting, the register of members of the Company will be closed from Wednesday, 26 January 2022 to Monday, 31 January 2022, both days inclusive. During this period, no transfer of Shares will be registered. In order to be eligible to attend and vote at the Meeting, all transfer forms of Shares accompanied by the relevant share certificates must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Boardroom Share Registrars (HK) Limited at 2103B, 21/F, 148 Electric Road, North Point, Hong Kong not later than 4:30 p.m. on Tuesday, 25 January 2022.

2. A proxy form for use at the Meeting is enclosed in the Circular of the same date of this notice. The proxy form must be signed by you or your attorney duly authorised in writing or, in the case of a corporation, must be under its seal or the hand of an officer, attorney or the person duly authorised.
3. To be valid, this completed and signed proxy form and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy thereof, must be lodged at Boardroom Share Registrars (HK) Limited, the Company's branch share registrar and transfer office in Hong Kong, whose address is 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 for holding of the Meeting or any adjournment thereof (as the case may be).
4. Where there are joint holders of any Shares, any one of such persons may vote at the Meeting either personally, or by proxy, in respect of such Shares as if he were solely entitled thereto, and if more than one of such joint holders are present at the Meeting personally or by proxy, the joint holder whose name stands first at the register of members of the Company in respect of the relevant joint holding shall alone be entitled to vote.
5. Completion and return of the proxy form will not preclude members from attending and voting in person at the Meeting or at any adjourned meeting thereof (as the case may be) should they so wish, and in such event, the proxy form shall be deemed to be revoked.
6. If Typhoon Signal No. 8 or above, or "extreme conditions" caused by super typhoons, or a "black" rainstorm warning is in effect any time and remains in force 2 hours before the time of the Meeting, the Meeting will be postponed. The Company will publish an announcement on the website of the Company (<http://www.tempushold.com/>) and on the website of the Stock Exchange (www.hkexnews.hk) to notify Shareholders of the date, time and place of the rescheduled Meeting.

NOTICE OF EGM

7. To safeguard the health and safety of attending shareholders and proxies and to reduce the risk of COVID-19 spreading, the following precautionary measures will be taken at the Meeting:
- (i) compulsory body temperature check;
 - (ii) mandatory wearing of surgical face mask (please bring your own);
 - (iii) no refreshments will be served and no corporate gifts will be distributed; and
 - (iv) no entry will be allowed to any person who is subject to mandatory quarantine order imposed by the Hong Kong government and any person who does not comply with the precautionary measures may be denied entry into the meeting venue.

Shareholders are strongly encouraged to appoint the chairman of the Meeting as their proxy to vote according to their indicated voting instructions as an alternative to attending the meeting of the Company in person.

Subject to the development of COVID-19, the Company may implement further changes and precautionary measures and may issue further announcement(s) on such measures as appropriate.