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

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

**If you have sold or transferred** all your shares in Bii Biosciences Limited, you should at once hand this circular, together with the enclosed form of proxy to the purchaser or the transferee or to the licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

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**Bii Biosciences Limited**  
**騰盛博药生物科技有限公司**  
*(Incorporated in the Cayman Islands with Limited Liability)*  
**(Stock Code: 2137)**

**(1) PROPOSALS FOR TERMINATION OF THE EXISTING  
SHARE OPTION SCHEME AND  
ADOPTION OF THE 2023 SHARE OPTION SCHEME;**  
**(2) PROPOSALS FOR TERMINATION OF THE EXISTING  
SHARE AWARD SCHEME AND  
ADOPTION OF THE 2023 SHARE AWARD SCHEME; AND**  
**(3) NOTICE OF EXTRAORDINARY GENERAL MEETING**

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Capitalized terms used in this cover page shall have the same meanings as those defined in the section headed "Definitions" in this circular, unless the context otherwise requires. A letter from the Board is set out on pages 8 to 24 of this circular.

A notice convening the EGM to be held as a virtual meeting via the Tricor e-Meeting System on Monday, August 21, 2023 at 9:00 a.m. (Hong Kong time) is set out on pages 57 to 62 of this circular. A form of proxy for use at the EGM is enclosed with this circular. Whether or not you are able to attend and vote online at the EGM, you are requested to complete the accompanying form of proxy in accordance with the instructions printed thereon and return it to the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible and in any event not later than 48 hours before the time appointed for the holding of the EGM (i.e. not later than Saturday, August 19, 2023 at 9:00 a.m. (Hong Kong time)) 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 at the EGM or any adjournment thereof (as the case may be) should you so wish and in such event, the form of proxy shall be deemed to be revoked.

August 4, 2023

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## **GUIDANCE FOR THE EXTRAORDINARY GENERAL MEETING**

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### **VIRTUAL EXTRAORDINARY GENERAL MEETING**

A virtual Extraordinary General Meeting enables the Shareholders to attend the meeting via an online platform allowing them to attend, participate, submit questions and vote electronically and to view live streaming of the Extraordinary General Meeting.

Shareholders participating in the Extraordinary General Meeting via such online platform will also be counted towards the quorum. The inability of any Shareholder or his proxy or (in the case of a Shareholder being a corporation) its duly authorized representative to access, or continue to access, such online platform despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the Extraordinary General Meeting or the resolutions passed, or any business conducted at the meeting or any action taken pursuant to such business provided that a quorum is present throughout the meeting.

### **HOW TO ATTEND AND VOTE**

Shareholders who wish to attend the Extraordinary General Meeting and exercise their voting rights can be achieved in one of the following ways:

- (1) attend the Extraordinary General Meeting via an online platform, namely, the Tricor e-Meeting System, which enables live streaming and interactive platform for questions and answers and submission of their votes online; or
- (2) appoint the chairman of the Extraordinary General Meeting or other persons as their proxies to vote on their behalf via the Tricor e-Meeting System.

**Shareholders can refer to the notice of the Extraordinary General Meeting and the Online Meeting User Guide (by scanning the QR code provided on the Notification Letter, which is expected to be despatched to the Shareholders on Monday, August 14, 2023 by post) in relation to attending the Extraordinary General Meeting by electronic means.**

Shareholders should note that only one device is allowed per login. Please keep the login details in safe custody for use at the Extraordinary General Meeting and do not disclose them to anyone else. Neither the Company nor its share registrar assumes any obligation or liability whatsoever in connection with the transmission of the login details or any use of the login details for attendance, voting or otherwise. The submission of the vote through Tricor e-Meeting System using your login details will be conclusive evidence that the vote was cast by you as a Shareholder. The Company, its agents and its share registrar take no responsibility for all or any loss or other consequence caused by or resulting from any unauthorized use of the login details.

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## **GUIDANCE FOR THE EXTRAORDINARY GENERAL MEETING**

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If your proxy (except when the chairman of the Extraordinary General Meeting is appointed as proxy) wishes to attend the Extraordinary General Meeting and vote online, you must provide a valid email address of your proxy to the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited. If no email address is provided, your proxy cannot attend the Extraordinary General Meeting and vote online. The email address so provided will be used by the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, for providing the login details for attending and voting at the Extraordinary General Meeting via the Tricor e-Meeting System. If your proxy has not received the login details by email by 5:00 p.m. on Sunday, August 20, 2023, you should contact the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, via telephone hotline at (852) 2975 0928 or via email at [emeeting@hk.tricorglobal.com](mailto:emeeting@hk.tricorglobal.com) for the necessary arrangements.

For the beneficial owners whose Shares are held through banks, brokers, custodians or the Hong Kong Securities Clearing Company Limited would like to attend the Extraordinary General Meeting, they should consult directly with their banks or brokers or custodians (as the case may be) for the necessary arrangements. You will be asked to provide your email address which will be used by the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, for providing the login details for attending the Extraordinary General Meeting electronically in the Tricor e-Meeting System.

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## DEFINITIONS

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

“2023 Share Award Scheme”	the share award scheme of the Company proposed to be conditionally adopted by the Company at the EGM, a summary of the principal terms of which is set out in Appendix II to this circular
“2023 Share Option Scheme”	the share option scheme of the Company proposed to be conditionally adopted by the Company at the EGM, a summary of the principal terms of which is set out in Appendix I to this circular
“Adoption Date”	the date on which the 2023 Share Option Scheme or the 2023 Share Award Scheme is approved and adopted by the Shareholders at the EGM
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“business day”	any day on which the Stock Exchange is open for the business of trading in securities
“close associate(s)”	has the meaning ascribed to it under the Listing Rules
“Companies Act”	the Companies Act (As Revised) of the Cayman Islands (as amended, supplemented or otherwise modified from time to time)
“Company”	Brii Biosciences Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“controlling shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“core connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company from time to time

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## DEFINITIONS

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“Employee Participant(s)”	any director (including executive directors, non-executive directors and independent non-executive directors) and employee (whether full-time or part-time) of the Company or any of its subsidiaries (including any persons who are granted Options or Share Awards under the 2023 Share Option Scheme or the 2023 Share Award Scheme, as the case may be, as an inducement to enter into employment contracts with these companies)
“Existing Share Award Scheme”	the post-IPO share award scheme adopted by the Company on June 22, 2021
“Existing Share Option Scheme”	the post-IPO share option scheme adopted by the Company on June 22, 2021
“Extraordinary General Meeting” or “EGM”	the extraordinary general meeting of the Company to be held online via the Tricor e-Meeting System on Monday, August 21, 2023 at 9:00 a.m. (Hong Kong time) or any adjournment thereof (as the case may be), the notice of which is set out on pages 57 to 62 of this circular
“Grantee”	any Participant who accepts an Offer in accordance with the terms of the 2023 Share Option Scheme or the 2023 Share Award Scheme, as the case may be, or (where the context so permits) any person who is entitled in accordance with applicable laws of succession to any such Options or Share Awards in consequence of the death of the original Grantee, or the legal personal representative of such person
“Group”	the Company and its subsidiaries from time to time
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“inside information”	has the meaning ascribed to it under the Listing Rules
“Latest Practicable Date”	August 2, 2023, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information contained herein

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## DEFINITIONS

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“Listing”	the listing of the Shares on the Main Board of the Stock Exchange
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended, supplemented or otherwise modified from time to time
“Offer”	the offer of the grant of an Option or a Share Award made in accordance with the 2023 Share Option Scheme or the 2023 Share Award Scheme, as the case may be
“Option”	a right granted to subscribe for Shares pursuant to the 2023 Share Option Scheme
“Option Period”	a period within which an Option may be exercised, which is to be determined and notified by the Board to each Grantee at the time of making an Offer, and shall not expire later than ten years from the date of grant
“Participant(s)”	<p>an individual or a corporate entity (as the case may be), being any of the following:</p> <ul style="list-style-type: none"><li>(i) an Employee Participant; and</li><li>(ii) a Service Provider,</li></ul> <p>in each case provided that the Board considers, in its sole discretion, have contributed or will contribute to the Group</p>
“Pre-IPO Share Incentive Plan”	the pre-IPO share incentive plan adopted by the Company on October 30, 2018, as amended from time to time
“R&D”	research and development
“Remuneration Committee”	the remuneration committee of the Board
“Restricted Shares”	Shares awarded to a Participant under the 2023 Share Award Scheme

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## DEFINITIONS

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“RSU”	a restricted share unit conferring the Grantee a conditional right upon vesting of the RSU to obtain, as determined by the Board in its absolute discretion, either a Share or an equivalent value in cash with reference to the market value of a Share on or around the vesting date of such RSU as determined by the Board in its absolute discretion, less any tax, fees, levies, stamp duty and other charges applicable
“Scheme Mandate Limit”	the total number of Shares which may be issued in respect of all options and awards involving issue of new Shares that may be granted under the 2023 Share Option Scheme, the 2023 Share Award Scheme and any other share scheme(s) of the Company
“Service Provider(s)”	any person (natural person or corporate entity) who provides services to the Group on a continuing and recurring basis in the ordinary course of business of the Group which are in the interests of the long term growth of the Group, such as independent contractor, consultant and/or advisor for R&D, manufacturing, product commercialization, innovation upgrading, strategic/commercial planning on corporate image and investor relations in investment environment of the Company (excluding any placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions, and professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity)
“Service Provider Sublimit”	the total number of Shares which may be issued in respect of all options and awards involving issue of new Shares that may be granted under the 2023 Share Option Scheme, the 2023 Share Award Scheme and any other share scheme(s) of the Company to the Service Providers
“Share(s)”	the ordinary share(s) of par value US\$0.000005 each in the share capital of the Company
“Share Award”	an award of Restricted Shares or RSUs granted pursuant to the 2023 Share Award Scheme
“Shareholder(s)”	holder(s) of Share(s)

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## DEFINITIONS

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“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary”	has the meaning ascribed to it under the Listing Rules
“substantial shareholder”	has the meaning ascribed to it under the Listing Rules
“Trustee”	the trustee or trustee(s) (which is/are independent of and not connected with the Company) appointed or to be appointed by the Company for the administration of the 2023 Share Award Scheme or any additional or replacement trustee(s)
“US” or “United States”	the United States of America, its territories, its possessions and all areas subject to its jurisdiction
“US\$”	United States dollars, the lawful currency of the US
“%”	per cent

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## LETTER FROM THE BOARD

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### **Bri Biosciences Limited** **腾盛博药生物科技有限公司**

*(Incorporated in the Cayman Islands with Limited Liability)*

**(Stock Code: 2137)**

*Executive Directors:*

Dr. Zhi Hong (*Chairman of the Board and  
Chief Executive Officer*)  
Dr. Ankang Li

*Registered Office:*

PO Box 309, Ugland House  
Grand Cayman, KY1 – 1104  
Cayman Islands

*Non-Executive Director:*

Mr. Robert Taylor Nelsen

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

3rd Floor, Building 7  
Zhongguancun Dongsheng  
International Science Park  
No. 1 North Yongtaizhuang Road  
Haidian District, Beijing 100192  
China

*Independent Non-Executive Directors:*

Dr. Martin J Murphy Jr  
Ms. Grace Hui Tang  
Mr. Yiu Wa Alec Tsui  
Mr. Gregg Huber Alton  
Dr. Taiyin Yang

*Principal place of business in Hong Kong:*

5/F, Manulife Place  
348 Kwun Tong Road  
Kowloon, Hong Kong

August 4, 2023

*To the Shareholders*

Dear Sir or Madam,

- (1) PROPOSALS FOR TERMINATION OF THE EXISTING  
SHARE OPTION SCHEME AND  
ADOPTION OF THE 2023 SHARE OPTION SCHEME;  
(2) PROPOSALS FOR TERMINATION OF THE EXISTING  
SHARE AWARD SCHEME AND  
ADOPTION OF THE 2023 SHARE AWARD SCHEME; AND  
(3) NOTICE OF EXTRAORDINARY GENERAL MEETING**

#### **1. INTRODUCTION**

The purpose of this circular is to provide Shareholders with the notice of the EGM and the following proposals to be put forward at the EGM: (i) the proposed termination of the Existing Share Option Scheme and the Existing Share Award Scheme; and (ii) the proposed adoption of the 2023 Share Option Scheme and the 2023 Share Award Scheme.

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## LETTER FROM THE BOARD

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### **2. PROPOSALS FOR TERMINATION OF THE EXISTING SHARE OPTION SCHEME AND THE EXISTING SHARE AWARD SCHEME AND ADOPTION OF THE 2023 SHARE OPTION SCHEME AND THE 2023 SHARE AWARD SCHEME**

The Company currently has a total of three share schemes, namely (i) the Pre-IPO Share Incentive Plan, (ii) the Existing Share Option Scheme, and (iii) the Existing Share Award Scheme.

In view of the recent amendments to Chapter 17 of the Listing Rules which took effect on January 1, 2023, the Board proposes to terminate the Existing Share Option Scheme and the Existing Share Award Scheme and adopt the 2023 Share Option Scheme and the 2023 Share Award Scheme for the purpose of conforming to the latest changes and requirements under Chapter 17 of the Listing Rules. Accordingly, ordinary resolutions will be proposed at the EGM for the termination of the Existing Share Option Scheme and the Existing Share Award Scheme and the adoption of the 2023 Share Option Scheme and the 2023 Share Award Scheme.

#### **Termination of the Existing Share Option Scheme and the Existing Share Awards Scheme**

On June 22, 2021, the Company adopted the Existing Share Option Scheme and the Existing Share Award Scheme, each of which took effect upon completion of the Listing and is due to expire on July 12, 2031. The Existing Share Option Scheme and the Existing Share Award Scheme enable the Company to provide equity incentives to the directors and employees of the Group and other selected participants for their contribution to the Group.

According to the terms of the Existing Share Option Scheme, the Company may resolve to terminate the Existing Share Option Scheme prior to its expiry by ordinary resolution in a general meeting, and in such event, no further options will be offered or granted under the Existing Share Option Scheme, but the provisions of the Existing Share Option Scheme shall remain in full force to the extent necessary to give effect to the exercise of any options (to the extent not already exercised) granted prior thereto or otherwise as may be required in accordance with the provisions of the Existing Share Option Scheme. Accordingly, the termination of the Existing Share Option Scheme is subject to the Shareholders' approval at the EGM and pre-conditional upon the adoption of the 2023 Share Option Scheme.

According to the terms of the Existing Share Award Scheme, the Company may resolve to terminate the Existing Share Award Scheme prior to its expiry by ordinary resolution in a general meeting, and in such event, no further share awards will be offered or granted under the Existing Share Award Scheme, but the provisions of the Existing Share Award Scheme shall remain in full force to the extent necessary to give effect to the settlement of any share awards granted prior thereto or otherwise as may be required in accordance with the provisions of the Existing Share Award Scheme. Accordingly, the termination of the Existing Share Award Scheme is subject to the Shareholders' approval at the EGM and pre-conditional upon the adoption of the 2023 Share Award Scheme.

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## LETTER FROM THE BOARD

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As all awards under the Pre-IPO Share Incentive Plan (which was adopted by the Company on October 30, 2018 and as subsequently amended, restated, and supplemented) were issued prior to the Listing and no further awards can be issued thereunder, the Pre-IPO Share Incentive Plan, and the awards already granted thereunder, are unaffected by the amendments to Chapter 17 of the Listing Rules. Please refer to the annual report of the Company for the year ended December 31, 2022 for details of the awards granted under the Pre-IPO Share Incentive Plan. As of the Latest Practicable Date, 20,782,428 options were granted under the Pre-IPO Share Incentive Plan and remained exercisable upon vesting in accordance with the relevant vesting schedule.

As at the Latest Practicable Date, 35,683,508 options granted under the Existing Share Option Scheme remained outstanding and will continue to be valid and exercisable in accordance with the provisions of the Existing Share Option Scheme notwithstanding the proposed termination of the Existing Share Option Scheme. The Board has no plan to grant any options under the Existing Share Option Scheme during the period from the Latest Practicable Date to the date of the EGM.

The following table sets out the information regarding the Company's outstanding options which have been granted but not yet exercised under the Existing Share Option Scheme as at the Latest Practicable Date:

<b>Name or category of grantee</b>	<b>Date of grant</b>	<b>Exercise price (HK\$)</b>	<b>Number of options outstanding as at the Latest Practicable Date</b>
<b>1. Directors</b>			
Dr. Zhi Hong	September 17, 2021	HK\$47.60	2,855,833
<i>(Chairman, chief executive officer and executive Director)</i>	September 21, 2022	HK\$6.45	2,562,000
Dr. Ankang Li	September 17, 2021	HK\$47.60	980,833
<i>(Executive Director)</i>	September 21, 2022	HK\$6.45	1,065,000

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**LETTER FROM THE BOARD**

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Name or category of grantee	Date of grant	Exercise price (HK\$)	Number of options outstanding as at the Latest Practicable Date
<b>2. Employees</b>			
Employees (including former employees) (in aggregate)	September 17, 2021	HK\$47.60	1,787,125
	December 3, 2021	HK\$43.41	500,500
	March 29, 2022	HK\$10.33	4,276,717
	June 24, 2022	HK\$9.16	2,167,500
	September 21, 2022	HK\$6.45	13,743,500
	December 15, 2022	HK\$8.64	1,319,000
	April 12, 2023	HK\$4.54	2,603,500
	June 30, 2023	HK\$3.35	1,822,000
<b>Total:</b>			<b>35,683,508</b>

*Note:*

- The exercise period of the options granted under the Existing Share Option Scheme commences on the date on which they are vested in accordance with the relevant vesting schedule and ends on the expiry of ten years from the relevant date of grant.

As at the Latest Practicable Date, 11,256,343 RSUs granted under the Existing Share Award Scheme remained unvested and will continue to be valid in accordance with the provisions of the Existing Share Award Scheme notwithstanding the proposed termination of the Existing Share Award Scheme. The Board has no plan to grant any share awards under the Existing Share Award Scheme during the period from the Latest Practicable Date to the date of the EGM.

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## LETTER FROM THE BOARD

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The following table sets out the information regarding the Company's outstanding RSUs which have been granted but remained unvested under the Existing Share Award Scheme as at the Latest Practicable Date:

Name or category of grantee	Date of grant	Number of RSUs outstanding as at the Latest Practicable Date	Fair value as at the date of grant
<b>1. Directors</b>			
Dr. Zhi Hong <i>(Chairman, chief executive officer and executive Director)</i>	January 20, 2022	622,500	HK\$22.75
	September 21, 2022	340,000	HK\$5.64
Dr. Ankang Li <i>(Executive Director)</i>	January 20, 2022	222,750	HK\$22.75
	September 21, 2022	1,141,500	HK\$5.64
Dr. Martin J Murphy Jr <i>(Independent non-executive Director)</i>	January 20, 2022	14,000	HK\$22.75
	September 21, 2022	45,000	HK\$5.64
Ms. Grace Hui Tang <i>(Independent non-executive Director)</i>	January 20, 2022	14,000	HK\$22.75
	September 21, 2022	45,000	HK\$5.64
Mr. Yiu Wa Alec Tsui <i>(Independent non-executive Director)</i>	January 20, 2022	14,000	HK\$22.75
	September 21, 2022	45,000	HK\$5.64
Mr. Gregg Huber Alton <i>(Independent non-executive Director)</i>	January 20, 2022	14,000	HK\$22.75
	September 21, 2022	45,000	HK\$5.64
Dr. Taiyin Yang <i>(Independent non-executive Director)</i>	September 21, 2022	327,000	HK\$5.64

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## LETTER FROM THE BOARD

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Name or category of grantee	Date of grant	Number of RSUs outstanding as at the Latest Practicable Date	Fair value as at the date of grant
<b>2. Employees</b>			
Employees (including former employees) (in aggregate)	January 20, 2022	1,113,801	HK\$22.75
	March 29, 2022	1,172,792	HK\$9.46
	June 24, 2022	672,375	HK\$9.16
	September 21, 2022	3,833,625	HK\$5.64
	December 15, 2022	349,500	HK\$8.06
	April 12, 2023	690,500	HK\$4.54
	June 30, 2023	534,000	HK\$3.14
<b>Total:</b>		<b>11,256,343</b>	

*Note:*

- Once the RSUs are vested in accordance with the relevant vesting schedule, the underlying Shares will be transferred to the grantees at nil consideration.

### **Adoption of the 2023 Share Option Scheme and the 2023 Share Award Scheme**

In view of the recent amendments to Chapter 17 of the Listing Rules which took effect on January 1, 2023, the Board considered that the adoption of the 2023 Share Option Scheme and the 2023 Share Award Scheme, each of which will be valid for a term of ten years commencing on the Adoption Date, will ensure the continuity of a share option scheme and a share award scheme for the Group to attract, reward, motivate and retain the Participants which will comply with the new requirements of Chapter 17 of the Listing Rules and provide the Company with more flexibility in long term planning of granting of the Options or Share Awards to Participants for their contributions or potential contributions to the Group.

#### ***Conditions to adoption***

For the purpose of Chapter 17 of the Listing Rules, the 2023 Share Option Scheme will constitute a share scheme involving the grant by the Company of Options over new Shares. Accordingly, the adoption of the 2023 Share Option Scheme will be subject to, among others, the Shareholders' approval at the EGM.

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## LETTER FROM THE BOARD

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The 2023 Share Option Scheme is conditional upon:

- (a) the passing of ordinary resolution(s) by the Shareholders at a general meeting of the Company to approve the adoption of the 2023 Share Option Scheme, and to authorize the Directors to grant Options under the 2023 Share Option Scheme and to allot and issue Shares pursuant to the exercise of any Options granted under the 2023 Share Option Scheme; and
- (b) the Listing Committee of the Stock Exchange granting approval for the listing of, and permission to deal in, the new Shares to be allotted and issued pursuant to the exercise of Options granted under 2023 Share Option Scheme.

For the purpose of Chapter 17 of the Listing Rules, the 2023 Share Award Scheme will constitute a share scheme involving the grant by the Company of Share Awards which could be satisfied by existing Shares and new Shares. Accordingly, the adoption of the 2023 Share Award Scheme will be subject to, among others, the Shareholders' approval at the EGM.

The 2023 Share Award Scheme is conditional upon:

- (a) the passing of ordinary resolution(s) by the Shareholders at a general meeting of the Company to approve the adoption of the 2023 Share Award Scheme, and to authorize the Directors to grant Share Awards under the 2023 Share Award Scheme and to allot and issue, procure the transfer of and otherwise deal with the Shares underlying the Share Awards granted in accordance with the terms and conditions the 2023 Share Award Scheme; and
- (b) the Listing Committee of the Stock Exchange granting approval for the listing of, and permission to deal in, the new Shares to be allotted and issued underlying the Share Awards granted in accordance with the terms and conditions of the 2023 Share Award Scheme.

### ***Purpose***

The purpose of the 2023 Share Option Scheme and the 2023 Share Award Scheme is to attract and retain Participants whose contributions are important to the long-term growth and success of the Group, to recognize and reward Participants for their past contribution to the Group, to provide Participants with the opportunity to acquire proprietary interests in the Company and to encourage Participants to further contribute to the Company and work towards enhancing the value of the Company and its Shares for the benefit of the Company and its Shareholders as a whole.

The Board is of the view that the 2023 Share Option Scheme and the 2023 Share Award Scheme are different in nature, and they complement each other in terms of equity incentive, added motivation and increased flexibility. In particular, a Grantee under the 2023 Share Option Scheme is required to pay an exercise price to subscribe for the Shares, where the

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## LETTER FROM THE BOARD

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exercise price must not be less than the closing price of the Shares at the date of grant of Options in accordance with the Listing Rules. On the other hand, a Grantee under the 2023 Share Award Scheme is not required to pay a purchase price or may only be required to pay a nominal value for the Share Awards unless otherwise determined by the Board or as required by applicable law, and where a purchase price is required, such purchase price is not subject to the same restriction as exercise price of Options under the Listing Rules. Hence, a Grantee under the 2023 Share Award Scheme may incur less costs and require less funds than a Grantee under the 2023 Share Option Scheme. As such, the adoption of the 2023 Share Option Scheme and the 2023 Share Award Scheme in parallel will provide the Board with different tools which are more flexible and effective in rewarding the Participants and driving their contributions to the Group.

In addition, under the 2023 Share Option Scheme and the 2023 Share Award Scheme, the Board may at its discretion specify any terms and conditions in the Offer on which an Option or a Share Award is to be granted. Such terms and conditions may include any minimum period(s) for which an Option or a Share Award must be held and/or any minimum performance target(s) that must be achieved before the Option or the Share Award can be exercised or vested in whole or in part, may include any clawback mechanism, and may include at the discretion of the Board such other terms either on a case by case basis or generally. This will provide the Board with more flexibility in setting the terms and conditions of the Options and the Share Awards under particular circumstances of each grant and facilitate the Board's aim to offer meaningful incentive to attract, reward, motivate and retain quality personnel that are valuable to the development and growth of the Group. It is also expected that Grantees will make an effort to contribute to the development of the Group so as to bring about an increased market price of the Shares in order to capitalize on the benefits of the Options and/or Share Awards granted.

### *Participants*

Participants of the 2023 Share Option Scheme and the 2023 Share Award Scheme include the Employees Participants and the Service Providers.

In the case of the Employee Participants, in assessing their eligibility, the Board will consider, in its sole discretion, on a case-by-case basis, the following factors, including but not limited to (i) the individual performance, time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; (ii) the length of engagement with the Group; (iii) the individual contribution or potential contribution to the development and growth of the Group; and (iv) the amount of support, assistance, guidance, advice or efforts that has been given or will be given towards the Group's success.

In the case of the Service Providers, such category of participants include (i) independent contractors, who work for the Group where the continuity and frequency of their services are akin to those of employees in providing advisory services, consultancy services and/or other professional services to the Group on areas relating to, or ancillary to, the Group's principal business (including without limitation, the development of various intellectual properties and

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## LETTER FROM THE BOARD

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clinical investigations), or on areas that are desirable and necessary from a commercial perspective and help to maintain or enhance the competitiveness of the Group, and (ii) consultants and/or advisors for the R&D, manufacturing and commercialization of the products of the Group, innovation upgrading, strategic/commercial planning on corporate image and investor relations in investment environment of the Company (excluding any placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions, and professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity).

Service Provider(s) shall provide services to the Group in connection with the R&D, manufacturing and commercialization of the products of the Group. Amongst the Service Providers eligible for the granting of Options and Share Awards, (i) independent contractors are to directly contribute to the long term growth of the Group's business by taking roles or providing services that are in a continuing and recurring nature in its ordinary and usual course of business. The work of independent contractors are closely connected with various areas of the Group's day-to-day operations, including R&D, procurement, manufacturing and commercialization of products, and their performances will contribute to the operating performance and financial results of the Group; and (ii) consultants and/or advisors are those who would play significant roles in the Group's business development by contributing their specialized skills and knowledge in the business activities of the Group on a continuing and recurring basis. Such consultants and/or advisors would possess industry-specific knowledge or expertise or valuable experience or specialized skill or deep understanding or insight in the technology, business, financial or commercial areas of the Group. Their continuing and recurring engagement and cooperation with the Group would benefit the Group with frequent and successive strategic advice and guidance in its ordinary and usual course of business, which are substantively comparable to contributions of highly-skilled or executive employees of the Group.

In assessing the eligibility of the Service Providers, the Board will consider, in its sole discretion, on a case-by-case basis, the following factors, including but not limited to (i) in general, (a) the individual performance of the Service Providers; (b) the frequency of collaboration and the length of business relationship with the Group; (c) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties); (d) the track record in the quality of services provided to and/or cooperation with the Group and the ability to maintain the quality of services; (e) the scale of business dealings and/or collaboration with the Group with regard to factors such as the actual or expected change in the Group's revenue or profits which is or may be attributable to the Service Providers; (f) the actual contribution or potential contribution towards the long-term development and success of the Group; and (g) the remuneration packages of comparable listed peers for similar service providers based on available information in the industry; (ii) specifically in respect of Service Providers in the category of independent contractors, (a) the benefits and strategic value brought by the Service Providers to the Group's development and future prospects in terms of the profits and/or income attributable to the Service Providers' collaboration with the Group; and (b) the business opportunities and

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## LETTER FROM THE BOARD

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external connections that the Service Providers have introduced or will potentially introduce to the Group; and (iii) specifically in respect of Service Providers in the category of consultants and/or advisors, (a) the expertise, professional qualifications and industry experience of the Service Providers; (b) the prevailing market fees chargeable by other services providers; (c) the Group's period of engagement of or collaboration with the Service Providers; and (d) the Service Providers' actual or potential contribution to the Group in terms of a reduction in costs or an increase in turnover or profit.

Having considered the basis of the eligibility of the Service Providers, the Board (including the independent non-executive Directors), considers that the inclusion of Service Providers who the Board considers, in its sole discretion, have contributed or will contribute to the Group as Participants under the 2023 Share Option Scheme and the 2023 Share Award Scheme would give the Board flexibility to grant Options and/or Share Awards (instead of cash reward or other settlement) to the Service Providers when necessary in recognition of their contribution to the Group, enable the Company to induce and provide further incentive to both current and future Service Providers of the Group to contribute to the development, growth and success of the Group, and facilitate a higher degree of collaboration and a more sustainable and stable business relationship with the Service Providers, enhancing the loyalty between the Service Providers and the Group, and that the grant of Options and/or Share Awards to the Service Providers would align the interests of the Group with the Service Providers, incentivizing them to provide better services to the Group and/or contribute to the long-term success and development of the Group.

Accordingly, the Board (including the independent non-executive Directors) is of the view that the inclusion of the Employee Participants and the Service Providers in the 2023 Share Option Scheme and the 2023 Share Award Scheme, and the basis of determining their respective eligibility, are in line with the purpose of the 2023 Share Option Scheme and the 2023 Share Award Scheme, are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

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

The Scheme Mandate Limit is the total number of Shares which may be issued in respect of all options and awards involving issue of new Shares that may be granted under the 2023 Share Option Scheme, the 2023 Share Award Scheme and any other share scheme(s) of the Company, and must not in aggregate exceed 10% of the total number of Shares in issue as at the Adoption Date, unless otherwise permitted by the Listing Rules or the Company obtains the approval of its Shareholders to refresh the Scheme Mandate Limit.

The Service Provider Sublimit, being a sublimit under the Scheme Mandate Limit, is the total number of Shares which may be issued in respect of all options and awards involving issue of new Shares that may be granted under the 2023 Share Option Scheme, the 2023 Share Award Scheme and any other share scheme(s) of the Company to the Service Providers, and must not in aggregate exceed 1% of the total number of Shares in issue as at the Adoption Date.

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## LETTER FROM THE BOARD

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Options or awards lapsed in accordance with the 2023 Share Option Scheme, the 2023 Share Award Scheme and any other share scheme(s) of the Company shall not be counted for the purpose of calculating the Scheme Mandate Limit or the Service Provider Sublimit. Options or awards cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.

As at the Latest Practicable Date, the total number of Shares in issue was 728,038,793 Shares. Assuming that there is no change in the number of Shares in issue during the period between the Latest Practicable Date and the Adoption Date, the Scheme Mandate Limit and the Service Provider Sublimit will be 72,803,879 Shares (representing 10% of the total number of Shares in issue as at the Adoption Date) and 7,280,387 Shares (representing 1% of the total number of Shares in issue as at the Adoption Date), respectively.

The basis of determining the Service Provider Sublimit includes (i) the potential dilution effect arising from grants to the Service Providers; (ii) the importance of striking a balance between achieving the purpose of the 2023 Share Option Scheme and the 2023 Share Award Scheme and protecting the Shareholders from the dilution effect from granting a substantial amount of Options and/or Share Awards to the Service Providers; (iii) the extent of use of the Service Providers in the Group's businesses; (iv) the current payment and/or settlement arrangement with the Service Providers; (v) the expected contribution to the development and growth of the Company attributable to the Service Providers; and (vi) the fact that the Company expects that a majority of Options and/or Share Awards will be granted to the Employee Participants but would like to retain the flexibility to grant Options and/or Share Awards to the Service Providers, as and when appropriate, to reward the actual or expected change in the Group's revenue or profits which is or may be attributable to the Service Providers and hence limit such grants to a relatively small portion under the Scheme Mandate Limit. Based on the above, the Board considers that the Service Provider Sublimit, which is 1% of the total number of Shares in issue as at the Adoption Date, would not lead to an excessive dilution of shareholding of the existing Shareholders.

Considering (i) the hiring practice, organizational structures and business models of the Group, (ii) the Service Providers have contributed to the long-term growth of the Company's businesses, and (iii) the minimal potential dilution of the shareholding of public Shareholders following the exercise of the Options and/or Share Awards to be granted to the Service Providers under the Service Provider Sublimit, the Board is of the view that, the Service Provider Sublimit is appropriate and reasonable given the nature of the Group's business needs, and such limit provides the Group with flexibility to provide equity incentives (instead of expending cash resources in the form of monetary consideration) to reward and collaborate with persons who are not employees or officers of the Group, but who may have exceptional expertise in their field or who may be able to provide valuable expertise and services to the Groups, which is in line with the purpose of the 2023 Share Option Scheme and the 2023 Share Award Scheme. The Service Provider Sublimit is subject to separate approval by the Shareholders at the EGM.

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## LETTER FROM THE BOARD

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### *Vesting period*

The vesting of any Options under the 2023 Share Option Scheme or any Share Awards under the 2023 Share Award Scheme shall be no less than 12 months from (and including) the date of grant. To ensure the practicability in fully attaining the purpose of the 2023 Share Option Scheme and the 2023 Share Award Scheme, the Board (and the Remuneration Committee in respect of grants of Options or Share Awards to the Directors and/or senior management) is of the view that (i) there are certain instances where a strict 12-month vesting requirement would not work or would not be fair to the Grantees, as set out in paragraph 10 in Appendix I to this circular and paragraph 10 in Appendix II to this circular; (ii) there is a need for the Company to retain flexibility in certain cases to provide a competitive remuneration package to attract and retain individuals to provide services to the Group, to provide for succession planning and the effective transition of employee responsibilities and to reward exceptional performers with accelerated vesting or in exceptional circumstances where justified; and (iii) the Company should be allowed discretion to formulate its own talent recruitment and retention strategies in response to changing market conditions and industry competition, and thus should have flexibility to impose vesting conditions such as performance-based vesting conditions instead of time-based vesting criteria depending on individual circumstances.

Hence, the Board (and the Remuneration Committee in respect of grants of Options or Share Awards to the Directors and/or senior management) is of the view that the shorter vesting period prescribed in paragraph 10 in Appendix I to this circular and paragraph 10 in Appendix II to this circular is in line with market practice and is appropriate and aligns with the purpose of the 2023 Share Option Scheme and the 2023 Share Award Scheme.

### *Exercise price of Options and purchase price of Share Awards*

A Grantee to whom an Option shall be granted under the 2023 Share Option Scheme is entitled to subscribe for Shares at the exercise price as determined by the Board on the date of grant. The basis of determining the exercise price is specified in the rules of the 2023 Share Option Scheme and is summarized under paragraph 9 in Appendix I to this circular. The Board considers that such basis is in line with the requirement of the Listing Rules while providing the Company with sufficient flexibility to determine the exercise price of Options that can provide sufficient incentive to the Participants to achieve the purpose of the 2023 Share Option Scheme and serving to preserve the value of the Company as well as encouraging the Participants to acquire proprietary interests in the Company.

A Grantee to whom a Share Award shall be granted under the 2023 Share Award Scheme is not required to pay any purchase price to the Company to purchase any RSU underlying a Share Award granted or may only be required to pay a nominal value to purchase any Restricted Shares, unless otherwise determined by the Board at its sole discretion or as required by applicable law. The Board considers that such arrangement aligns with the purpose of the 2023 Share Award Scheme where the Share Awards are intended to be granted to the Participants to reward their contributions to the Group.

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## LETTER FROM THE BOARD

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### *Performance targets and clawback mechanism*

Unless otherwise determined by the Board and specified in the Offer on which an Option or a Share Award is to be granted, there is no general requirement that any performance targets must be achieved before any Option granted under the 2023 Share Option Scheme can be exercised or vested or before any Share Awards granted under the 2023 Share Award Scheme can be vested. However, the 2023 Share Option Scheme and the 2023 Share Award Scheme will give the Board discretion (but not obligation) to impose performance targets in respect of exercise or vesting of Options and Share Awards. The performance targets may include the attainment of program milestones and market capitalization milestones by the Group, which may vary among the Grantees. The Board or the Remuneration Committee shall have the authority, after the grant of any Option or Share Award which is performance-linked, to make fair and reasonable adjustments to the prescribed performance targets during the vesting period if there is a change in circumstances, provided that any such adjustments shall be less onerous than the prescribed performance targets and are considered fair and reasonable by the Board or the Remuneration Committee (as the case may be). The Board or the Remuneration Committee (as the case may be) will conduct assessment from time to time by comparing the performance with the pre-set targets to determine whether such targets and the extents to which have been met. For the avoidance of doubt, the performance targets are not applicable to independent non-executive directors of the Company.

The Board (and the Remuneration Committee in respect of grants of Options or Share Awards to the Directors and/or senior management) is of the view that it may not always be appropriate to impose performance targets, particularly when the purpose of granting Options or Share Awards is to remunerate or compensate Participants for their past contributions to the Group, and considers that it is more beneficial to the Company to retain the flexibility to determine in what circumstances and to what extent performance targets are appropriate, which would then be a more meaningful reward for the Participants' contribution or potential contribution to the Group. Further, the Board (and the Remuneration Committee in respect of grants of Options or Share Awards to the Directors and/or senior management) is of the view that it is not practicable to expressly set out a generic set of performance targets in the 2023 Share Option Scheme and the 2023 Share Award Scheme, as each Participant may play different roles and contribute in different ways to the Group. The Board or the Remuneration Committee shall have regard to the purpose of the 2023 Share Option Scheme and the 2023 Share Award Scheme and the position, contributions and importance of the Participants to the Group in making such determinations, and ensure that appropriate specific performance targets will be set under particular circumstances of the relevant Participant.

The 2023 Share Option Scheme and the 2023 Share Award Scheme will give the Board discretion (but not obligation) to impose that any Option or Share Award shall be subject to a clawback under certain circumstances. Upon occurrence of such circumstances, the Board may (but is not obliged to) claw back such number of Options granted (to the extent not already exercised) as the Board may consider appropriate, or (in the case of a Restricted Share award) repurchase the unvested Shares, or (in the case of a RSU award) claw back such number of Share Awards granted (to the extent not already vested) as the Board may consider appropriate. For details of the clawback mechanism of the 2023 Share Option Scheme and the 2023 Share Award Scheme, please refer to paragraph 12 in Appendix I to this circular and paragraph 12 in Appendix II to this circular.

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## LETTER FROM THE BOARD

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The Board (and the Remuneration Committee in respect of grants of Options or Share Awards to the Directors and/or senior management) is of the view that the clawback mechanism in the 2023 Share Option Scheme and the 2023 Share Award Scheme provides a choice for the Board to claw back the equity incentives granted to Participants culpable of misconduct and provides the Board with more flexibility in setting the terms and conditions of the Options and Share Awards under particular circumstances of each grant, which would facilitate the objective to offer meaningful incentives to attract and retain quality personnel that are valuable to the development of the Group, and is in line with the purpose of the 2023 Share Option Scheme and the 2023 Share Award Scheme and in the interests of the Company and the Shareholders as a whole.

### *Voting of unvested Shares*

Pursuant to the 2023 Share Award Scheme, the Trustee shall not exercise the voting rights in respect of any Shares held under the trust. In particular, the Trustee holding unvested Shares, whether directly or indirectly, shall abstain from voting or exercising any voting rights in respect of any Shares held, whether directly or indirectly, under the trust or as nominee on matters that require approval of the Shareholders under the Listing Rules, unless otherwise required by applicable laws or regulations to vote in accordance with the beneficial owner's direction and such a direction is given.

### *Administration and general*

The 2023 Share Option Scheme shall be administered by the Board. The Board may delegate any or all of its powers in relation to the administration and operation of the 2023 Share Option Scheme to the Remuneration Committee or other persons at its sole discretion.

The 2023 Share Award Scheme shall be administered by the Board and/or the Trustee (if the Trustee is appointed by the Company) in accordance with the rules of the 2023 Share Award Scheme and the terms of the trust deed. The Board may delegate any or all of its powers in relation to the administration and operation of the 2023 Share Award Scheme to the Remuneration Committee or other persons at its sole discretion. No Trustee has been appointed under the 2023 Share Award Scheme. None of the Directors will be the Trustee of the 2023 Share Award Scheme or will have any direct or indirect interest in the Trustee of the 2023 Share Award Scheme (if any).

A summary of the principal terms of the 2023 Share Option Scheme is set out in Appendix I to this circular. A summary of the principal terms of the 2023 Share Award Scheme is set out in Appendix II to this circular. A copy of each of the 2023 Share Option Scheme and the 2023 Share Award Scheme will be published on the website of the Company at <http://www.briibio.com> and on the website of the Stock Exchange at <http://www.hkexnews.hk> for not less than 14 days before the date of the EGM and will be made available for inspection at the EGM.

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## LETTER FROM THE BOARD

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Applications will be made by the Company to the Stock Exchange for the approval for the listing of, and permission to deal in, the Shares that may be allotted and issued pursuant to the exercise of the Options granted from time to time under the 2023 Share Option Scheme and/or in respect of the underlying Share Awards granted from time to time under the 2023 Share Award Scheme.

As at the Latest Practicable Date, to the best knowledge of the Directors and having made all reasonable enquiries, no Shareholder had any material interest in the proposed termination of the Existing Share Option Scheme and the Existing Share Award Scheme and the proposed adoption of the 2023 Share Option Scheme and the 2023 Share Award Scheme. As such, no Shareholder is required to abstain from voting on the resolutions in relation thereto.

### **3. EXTRAORDINARY GENERAL MEETING**

The Company will conduct a virtual Extraordinary General Meeting using the Tricor e-Meeting System which allows Shareholders to participate the Extraordinary General Meeting online in a convenient and efficient way from anywhere with an internet connection. Shareholders will be able to view the live video broadcast of the Extraordinary General Meeting and participate in voting and submit questions online via their mobile phones, tablet, or computers.

Shareholders can refer to the notice of the Extraordinary General Meeting and the Online Meeting User Guide (by scanning the QR code provided on the Notification Letter, which is expected to be despatched to the Shareholders on Monday, August 14, 2023 by post) in relation to attending the Extraordinary General Meeting by electronic means.

The notice convening the EGM to be held online via the Tricor e-Meeting System on Monday, August 21, 2023 at 9:00 a.m. (Hong Kong time) is set out on pages 57 to 62 of this circular.

At the Extraordinary General Meeting, the ordinary resolutions will be proposed to the Shareholders to consider and approve: (i) the termination of the Existing Share Option Scheme and the adoption of the 2023 Share Option Scheme; and (ii) the termination of the Existing Share Award Scheme and the adoption of the 2023 Share Award Scheme.

### **4. ACTIONS TO BE TAKEN**

A form of proxy for use at the Extraordinary General Meeting is enclosed herewith. Whether or not you intend to attend the Extraordinary General Meeting, you are requested to complete the form of proxy and return it to the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, not less than 48 hours before the time appointed for holding the Extraordinary General Meeting (i.e. not later than Saturday, August 19, 2023 at 9:00 a.m. (Hong Kong time)) or any adjournment thereof (as the case may be). Completion and return of a form of proxy will not prevent Shareholders from attending and voting at the Extraordinary General Meeting if they so wish.

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## LETTER FROM THE BOARD

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If your proxy (except when the chairman of the Extraordinary General Meeting is appointed as proxy) wishes to attend the Extraordinary General Meeting and vote online, you must provide a valid email address of your proxy to the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited. If no email address is provided, your proxy cannot attend the Extraordinary General Meeting and vote online. The email address so provided will be used by the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, for providing the login details for attending and voting at the Extraordinary General Meeting via the Tricor e-Meeting System. If your proxy has not received the login details by email by 5:00 p.m. on Sunday, August 20, 2023, you should contact the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, via telephone hotline at (852) 2975 0928 or via email at [emeeting@hk.tricorglobal.com](mailto:emeeting@hk.tricorglobal.com) for the necessary arrangements.

For the beneficial owners whose Shares are held through banks, brokers, custodians or the Hong Kong Securities Clearing Company Limited would like to attend the Extraordinary General Meeting, they should consult directly with their banks or brokers or custodians (as the case may be) for the necessary arrangements. You will be asked to provide your email address which will be used by the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, for providing the login details for attending the Extraordinary General Meeting electronically in the Tricor e-Meeting System.

### **5. VOTING BY WAY OF POLL**

Pursuant to Rule 13.39(4) of the Listing Rules, any resolution put to the vote of the Shareholders at a general meeting must be taken by poll except where the chairman of the general meeting, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. Accordingly, all resolutions to be considered and, if thought fit, passed at the EGM will be voted by way of poll by the Shareholders.

On a poll, every Shareholder present via the Tricor e-Meeting System or by proxy or in the case of a Shareholder being a corporation, by its duly authorized representative, shall have one vote for every fully paid Share of which he/she/it is the holder. A Shareholder entitled to more than one vote needs not use all his/her/its votes or cast all the votes he/she/it uses in the same way.

After the conclusion of the EGM, an announcement on the poll results will be published on the respective websites of the Stock Exchange and the Company under Rule 13.39(5) of the Listing Rules.

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## LETTER FROM THE BOARD

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### 6. CLOSURE OF REGISTER OF MEMBERS

For the purpose of determining the Shareholders' eligibility to attend and vote at the EGM, the register of members of the Company will be closed from Wednesday, August 16, 2023 to Monday, August 21, 2023 (both dates inclusive), during which period no transfer of Shares will be registered. In order to qualify for attending and voting at the EGM, all transfer documents accompanied by the relevant share certificates must be lodged for registration with the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, not later than 4:30 p.m. on Tuesday, August 15, 2023.

### 7. ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in Appendix I (Summary of the Principal Terms of the 2023 Share Option Scheme) and Appendix II (Summary of the Principal Terms of the 2023 Share Award Scheme) to this circular.

### 8. 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.

### 9. RECOMMENDATION

The Board considers that (i) the termination of the Existing Share Option Scheme and the adoption of the 2023 Share Option Scheme; and (ii) the termination of the Existing Share Award Scheme and the adoption of the 2023 Share Award Scheme as set out respectively in the notice of the EGM are all in the best interests of the Company and its Shareholders as a whole. Accordingly, the Board recommends the Shareholders to vote in favor of all such resolutions to be proposed at the EGM.

Yours faithfully,  
By order of the Board of  
**Brii Biosciences Limited**  
**Dr. Zhi Hong**  
*Chairman*

*The following is a summary of the principal terms of the 2023 Share Option Scheme proposed to be adopted at the EGM. It does not form part of, nor is it intended to be part of, the rules of the 2023 Share Option Scheme and it should not be taken as affecting the interpretation of the rules of the 2023 Share Option Scheme. The Directors reserve the right at any time prior to the EGM to make such amendments to the 2023 Share Option Scheme as they may consider necessary or appropriate provided that such amendments do not conflict with any material aspects with the summary in this Appendix.*

## **1. PURPOSE OF THE 2023 SHARE OPTION SCHEME**

The purpose of the 2023 Share Option Scheme is to attract and retain Participants whose contributions are important to the long-term growth and success of the Group, to recognize and reward Participants for their past contribution to the Group, to provide Participants with the opportunity to acquire proprietary interests in the Company and to encourage Participants to further contribute to the Company and work towards enhancing the value of the Company and its Shares for the benefit of the Company and its Shareholders as a whole. The 2023 Share Option Scheme will provide the Company with a flexible means of retaining, incentivizing, rewarding, remunerating, compensating and/or providing benefits to Participants.

## **2. PARTICIPANTS AND BASIS OF DETERMINING THE ELIGIBILITY**

- (a) The Board shall be entitled (but shall not be bound) to make an Offer to an individual or a corporate entity (as the case may be), being any of the following, as the Board may in its absolute discretion select, to take up an Option pursuant to which such Participant may subscribe for such number of Shares as the Board may determine:
  - (i) an Employee Participant (i.e. any director (including executive directors, non-executive directors and independent non-executive directors) and employee (whether full-time or part-time) of the Company or any of its subsidiaries (including any persons who are granted Options under the 2023 Share Option Scheme as an inducement to enter into employment contracts with these companies)); and
  - (ii) a Service Provider (i.e. any person (natural person or corporate entity) who provides services to the Group on a continuing and recurring basis in the ordinary course of business of the Group which are in the interests of the long term growth of the Group, such as independent contractor, consultant and/or advisor for research and development, manufacturing, product commercialization, innovation upgrading, strategic/commercial planning on corporate image and investor relations in investment environment of the Company (excluding any placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions, and professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity)),

in each case provided that the Board considers, in its sole discretion, have contributed or will contribute to the Group.

- (b) In the case of the Employee Participants, in assessing their eligibility, the Board will consider, in its sole discretion, on a case-by-case basis, the following factors, including but not limited to (i) the individual performance, time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; (ii) the length of engagement with the Group; (iii) the individual contribution or potential contribution to the development and growth of the Group; and (iv) the amount of support, assistance, guidance, advice or efforts that has been given or will be given towards the Group's success.
  
- (c) In assessing the eligibility of the Service Providers, the Board will consider, in its sole discretion, on a case-by-case basis, the following factors, including but not limited to (i) in general, (a) the individual performance of the Service Providers; (b) the frequency of collaboration and the length of business relationship with the Group; (c) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties); (d) the track record in the quality of services provided to and/or cooperation with the Group and the ability to maintain the quality of services; (e) the scale of business dealings and/or collaboration with the Group with regard to factors such as the actual or expected change in the Group's revenue or profits which is or may be attributable to the Service Providers; (f) the actual contribution or potential contribution towards the long-term development and success of the Group; and (g) the remuneration packages of comparable listed peers for similar service providers based on available information in the industry; (ii) specifically in respect of Service Providers in the category of independent contractors, (a) the benefits and strategic value brought by the Service Providers to the Group's development and future prospects in terms of the profits and/or income attributable to the Service Providers' collaboration with the Group; and (b) the business opportunities and external connections that the Service Providers have introduced or will potentially introduce to the Group; and (iii) specifically in respect of Service Providers in the category of consultants and/or advisors, (a) the expertise, professional qualifications and industry experience of the Service Providers; (b) the prevailing market fees chargeable by other services providers; (c) the Group's period of engagement of or collaboration with the Service Providers; and (d) the Service Providers' actual or potential contribution to the Group in terms of a reduction in costs or an increase in turnover or profit.

**3. SCHEME MANDATE LIMIT AND SERVICE PROVIDER SUBLIMIT**

- (a) The Scheme Mandate Limit is the total number of Shares which may be issued in respect of all options and awards involving issue of new Shares that may be granted under the 2023 Share Option Scheme and any other share scheme(s) of the Company, and must not in aggregate exceed 10% of the total number of Shares in issue as at the Adoption Date, unless otherwise permitted by the Listing Rules or the Company obtains the approval of its Shareholders to refresh the Scheme Mandate Limit.
- (b) The Service Provider Sublimit, being a sublimit under the Scheme Mandate Limit, is the total number of Shares which may be issued in respect of all options and awards involving issue of new Shares that may be granted under the 2023 Share Option Scheme and any other share scheme(s) of the Company to the Service Providers, and must not in aggregate exceed 1% of the total number of Shares in issue as at the Adoption Date.
- (c) Options or awards lapsed in accordance with the 2023 Share Option Scheme and any other share scheme(s) of the Company shall not be counted for the purpose of calculating the Scheme Mandate Limit or the Service Provider Sublimit. Options or awards cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.
- (d) The Company may seek the approval of its Shareholders at general meeting to refresh the Scheme Mandate Limit or the Service Provider Sublimit after three years from the Adoption Date or the date of Shareholders' approval for the last refreshment (as the case may be), such that the total number of Shares which may be issued in respect of all options and awards involving issue of new Shares that may be granted under the 2023 Share Option Scheme and any other share scheme(s) of the Company under the Scheme Mandate Limit as refreshed must not exceed 10% of the Shares in issue as at the date of the aforesaid approval for refreshment by the Shareholders in general meeting. The Company shall send a circular to the Shareholders containing the number of options and awards that were already granted under the existing Scheme Mandate Limit and the existing Service Provider Sublimit, and the reason for the refreshment. Any refreshment within any abovementioned three-year period must be approved by the Shareholders subject to the following provisions:
  - (i) any controlling shareholder(s) of the Company and their respective associates, or if there is no controlling shareholder(s) of the Company, directors (excluding independent non-executive directors) and the chief executives of the Company and their respective associates must abstain from voting in favor of the relevant resolution at the general meeting; and
  - (ii) the Company must comply with the requirements under the Listing Rules.

- (e) The Company may also seek separate approval of the Shareholders in general meeting for granting any Options beyond the Scheme Mandate Limit, or if applicable, the refreshed limit as referred to in paragraph 3(d) above, provided that the Options in excess of the Scheme Mandate Limit are granted only to Participants specifically identified by the Company before the aforesaid Shareholders' meeting where such approval is sought. A circular shall be sent to Shareholders containing the name of each specified Participant who may be granted such Options, the number and terms of the Options to be granted to each specified Participant, the purpose of granting Options to the specified Participants with an explanation as to how the terms of the Options serve such purpose, and all other information as required under the Listing Rules. The number and terms of the Options to be granted to such Participant must be fixed before Shareholders' approval.

#### **4. MAXIMUM ENTITLEMENT OF EACH PARTICIPANT**

Unless approved by the Shareholders, the total number of Shares issued and to be issued in respect of all options and awards granted under the 2023 Share Option Scheme and any other share scheme(s) of the Company to each Participant in any 12-month period shall not exceed 1% of the total number of Shares in issue. Where any grant of Options under the 2023 Share Option Scheme to a Participant would result in the aggregate number of Shares issued and to be issued in respect of all options and awards granted under the 2023 Share Option Scheme and any other share scheme(s) of the Company to such Participant (excluding any options and awards lapsed in accordance with the terms of the 2023 Share Option Scheme and any other share scheme(s) of the Company) in the 12-month period up to and including the date of such grant exceeding 1% of the total number of Shares in issue, such grant shall be subject to separate approval of the Shareholders in general meeting with such Participant and his/her close associates (or his/her associates if the Participant is a connected person of the Company) abstaining from voting. A circular shall be sent to the Shareholders disclosing the identity of such Participant, the number and terms of the Options to be granted (and those options and awards previously granted to such Participant in the 12-month period), the purpose of granting the Options to the Participant and an explanation as to how the terms of the Options serve such purpose, and all other information as required under the Listing Rules. The number and terms of the Options to be granted to such Participant shall be fixed before the Shareholders' approval is sought and the date of the Board meeting for proposing such further grant should be taken as the date of grant for the purpose of calculating the exercise price.

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

- (a) Each grant of Options to any director, chief executive or substantial shareholder of the Company (or any of their respective associates) shall be subject to the prior approval of the independent non-executive directors of the Company (excluding any independent non-executive director who is a proposed recipient of the grant of Options).

- (b) Where any grant of Options to a substantial shareholder or an independent non-executive director of the Company (or any of their respective associates) would result in the number of Shares issued and to be issued in respect of all options and awards involving issue of new Shares already granted under the 2023 Share Option Scheme and any other share scheme(s) of the Company (excluding any options or awards lapsed in accordance with the terms of the 2023 Share Option Scheme or any other share scheme(s) of the Company) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the total number of Shares in issue as at the date of grant, such further grant of Options shall be subject to prior approval by the Shareholders (voting by way of poll) in general meeting. The Company shall send a circular to its Shareholders containing all those terms as required under the Listing Rules. The relevant Grantee, his/her associates and all core connected persons of the Company shall abstain from voting at such general meeting, except that such person may vote against the relevant resolution at the general meeting provided that his/her intention to do so has been stated in the circular to be sent to the Shareholders in connection therewith.
- (c) The circular to be issued by the Company to its Shareholders pursuant to paragraph 5(b) shall contain the following information:
- (i) the details of the number and terms of the Options to be granted to each Grantee which must be fixed before the Shareholders' meeting. In respect of any Options to be granted, the date of the Board meeting for proposing such further grant is to be taken as the date of grant for the purpose of calculating the exercise price;
  - (ii) the views of the independent non-executive directors of the Company (excluding any independent non-executive director who is the relevant Grantee) as to whether the terms of the grant are fair and reasonable and whether such grant is in the interests of the Company and its Shareholders as a whole, and their recommendation to the independent Shareholders as to whether to vote for or against the resolution relating to the grant of the Options;
  - (iii) the information required under Rule 17.02(2)(c) of the Listing Rules;
  - (iv) the information as required under Rule 2.17 of the Listing Rules; and
  - (v) any other information as may be required under the Listing Rules or by the Stock Exchange from time to time.

**6. GRANT OF OPTIONS**

On and subject to the terms of the 2023 Share Option Scheme, the Board shall be entitled (but shall not be bound) at any time within the period of ten years commencing on the Adoption Date to make an Offer to any Participant, as the Board may in its absolute discretion select, to take up an Option pursuant to which such Participant may, during the Option Period, subscribe for such number of Shares as the Board may determine at the exercise price and on and subject to such terms and conditions as the Board may determine and impose and inform the Grantee accordingly. The Offer shall specify the terms and conditions on which the Option is to be granted. Such terms and conditions may include any minimum period(s) for which an Option must be held and/or any minimum performance target(s) that must be achieved, before the Option can be exercised or vested in whole or in part, may include any clawback mechanism in respect of the Options, and may include at the discretion of the Board such other terms either on a case by case basis or generally.

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

In respect of an Option, the period within which an option may be exercised is to be determined and notified by the Board to each Grantee at the time of making an Offer, which shall not expire later than ten years from the date of grant. Subject to the limitation in relation to vesting period as set out in paragraph 10 below, the 2023 Share Option Scheme does not provide for any minimum period for which an Option must be held before it can be exercised or vested.

**8. ACCEPTANCE OF OPTION**

An Offer shall be made to a Participant by a letter in duplicate, in such form as the Board may from time to time determine, requiring the Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of the 2023 Share Option Scheme. Each Offer shall remain open for acceptance by the Participant to whom the Offer is made for a period of five business days from the date on which the letter containing the Offer is delivered to that Participant. An Offer shall be deemed to have been accepted and the Option to which the Offer relates shall be deemed to have been granted and to have taken effect when the duplicate of the offer letter comprising acceptance of the Offer duly signed by the Grantee with the number of Shares in respect of which the Offer is accepted clearly stated therein, together with a remittance in favor of the Company of HK\$1.00 by way of consideration for the grant thereof, is received by the Company within the aforesaid stipulated period. Such remittance shall not be refundable in any circumstances.

**9. EXERCISE PRICE OF OPTIONS**

The exercise price in respect of any Option shall be such price determined by the Board in its absolute discretion and notified to the Participant in the Offer and shall be no less than the higher of:

- (a) the closing price of the Shares as stated in the daily quotations sheet issued by the Stock Exchange on the date of grant;
- (b) the average closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five business days immediately preceding the date of grant; and
- (c) the nominal value of a Share on the date of grant.

**10. VESTING PERIOD**

- (a) Save for the circumstance as described in paragraph 10(b), the vesting period in respect of any Option granted shall be no less than 12 months from (and including) the date of grant.
- (b) Options granted to an Employee Participant may be subject to a shorter vesting period in the following circumstances at the sole discretion of the Board or the Remuneration Committee:
  - (i) grants of “make-whole” Options to new joiners to replace the share awards or options they forfeited when leaving their previous employers;
  - (ii) grants that are made in batches during a year for administrative or compliance reasons, which include Options that should have been granted earlier if not for such administrative or compliance reasons but had to wait for a subsequent batch. In such case, the vesting period may be shorter to reflect the time from which the Option would have been granted;
  - (iii) grants with a mixed or accelerated vesting schedule such as where the Options may vest evenly over a period of 12 months, or where the Options may vest by several batches with the first batch to vest within 12 months of the date of grant and the last batch to vest 12 months after the date of grant;
  - (iv) grants with performance-based vesting conditions provided in the 2023 Share Option Scheme or as specified in the offer letter in lieu of time-based vesting criteria; and
  - (v) grants with a total vesting and holding period of more than 12 months.

**11. PERFORMANCE TARGETS**

Vesting of Options shall be subject to the performance targets, if any, to be satisfied by the Grantees as determined by the Board or the Remuneration Committee from time to time. The Board or the Remuneration Committee shall have the authority, after the grant of any Option which is performance-linked, to make fair and reasonable adjustments to the prescribed performance targets during the Option Period if there is a change in circumstances, provided that any such adjustments shall be less onerous than the prescribed performance targets and are considered fair and reasonable by the Board or the Remuneration Committee (as the case may be). The performance targets may include the attainment of program milestones and market capitalization milestones by the Group, which may vary among the Grantees. The Board or the Remuneration Committee (as the case may be) will conduct assessment from time to time by comparing the performance with the pre-set targets to determine whether such targets and the extents to which have been met. If, after the assessment, the Board or the Remuneration Committee determines that any prescribed performance targets have not been met, the unexercised Options shall lapse automatically. For the avoidance of doubt, the performance targets are not applicable to independent non-executive directors of the Company.

**12. CLAWBACK**

Notwithstanding the terms and conditions of the 2023 Share Option Scheme, the Board has the authority to provide that any Option shall be subject to a clawback if any of the following events occurs:

- (a) if the Grantee (being an employee or a director of any member of the Group) ceases to be a Participant by reason of the termination of his or her employment or engagement on the grounds that he or she has been guilty of fraud or dishonesty or persistent or serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his or her debts or has become bankrupt or has made any arrangement or composition with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty or on any other ground on which an employer would be entitled to terminate his or her employment summarily;
- (b) if the Grantee joins a company which the Board believes in its sole and reasonable opinion to be a competitor of the Company; and
- (c) if any other clawback event implicitly or explicitly characterized in the offer letter occurs.

Upon occurrence of any of the above events (and whether an event is to be regarded as having occurred for the purpose of this paragraph is subject to the sole determination of the Board) in relation to a Grantee, the Board may (but is not obliged to) by notice in writing to the relevant Grantee claw back such number of Options granted (to the extent not already

exercised) as the Board may consider appropriate. The Options that are clawed back shall be regarded as cancelled and the Options so cancelled shall be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provided Sublimit.

### **13. RIGHTS ON VOTING AND DIVIDENDS**

No Grantee shall enjoy any rights of a Shareholder by virtue of the grant of an Option pursuant to the 2023 Share Option Scheme, unless and until the Shares are actually issued to the Grantee pursuant to the exercise of an Option. The Options do not carry any right to vote in general meeting of the Company, or the right to dividend and other rights, including those arising on a liquidation of the Company until such Options have been exercised. A Share issued upon the exercise of an Option shall not carry rights until the registration of the Grantee (or any other person so permitted pursuant to the 2023 Share Option Scheme) as the holder thereof.

### **14. LIFE OF THE 2023 SHARE OPTION SCHEME**

Subject to any early termination provisions pursuant to the 2023 Share Option Scheme, the 2023 Share Option Scheme shall be valid and effective for the period of ten years commencing on the Adoption Date. After the expiry of the 2023 Share Option Scheme, no further Options shall be offered or granted, but in all other respects the provisions of the 2023 Share Option Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of the 2023 Share Option Scheme.

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

- (a) An Option shall lapse automatically (to the extent not already exercised) on the earliest of:
  - (i) the expiry of the Option Period;
  - (ii) the date or the expiry of any of the periods for exercising the Option as referred to in paragraphs 15(b)(i) to 15(b)(vi);
  - (iii) the date on which the Grantee commits a breach of paragraph 16(a);
  - (iv) the date on which the Grantee (being an employee or a director of any member of the Group) ceases to be a Participant by reason of the termination of his or her employment or engagement on the grounds that he or she has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his or her debts or has become bankrupt or has made any arrangement or composition with his or her creditors

generally, or has been convicted of any criminal offence involving his or her integrity or honesty or on any other ground on which an employer would be entitled to terminate his or her employment summarily;

- (v) the date on which the Grantee joins a company which the Board believes in its sole and reasonable opinion to be a competitor of the Company;
  - (vi) the date on which the Board or the Remuneration Committee determines that any prescribed performance targets have not been met after conducting the assessment referred to in paragraph 11;
  - (vii) the date on which the Grantee (being a corporation) appears either to be unable to pay or to have no reasonable prospect of being able to pay its debts when they fall due or has become insolvent or has made any arrangement or composition with its creditors generally; and
  - (viii) unless the Board otherwise determines, the date the Grantee ceases to be a Participant (as determined by a Board resolution) for any other reason.
- (b) Subject to the terms and conditions upon which such Option was granted, a vested Option may be exercised by the Grantee at any time during the Option Period, provided that:
- (i) in the event the Grantee ceases to be a Participant for reason of his or her death, ill-health or retirement in accordance with his or her contract of employment before exercising the Option in full and none of the events for termination of employment under paragraphs 15(a)(iv) and 15(a)(v) then exists with respect to such Grantee, the personal representative(s) of the Grantee or the Grantee (as the case may be) shall be entitled to exercise the Option (to the extent not already exercised), in whole or in part, up to the entitlement of such Grantee as at the date of death or the date of cessation due to ill-health or retirement within a period of 12 months from such date of death or cessation;
  - (ii) in the event a Grantee (being an employee or a director of any member of our Group) ceases to be a Participant for any reason other than (i) his or her death, ill-health or retirement in accordance with his or her contract of employment or (ii) on one or more of the grounds of termination of employment or engagement specified in paragraphs 15(a)(iv) and 15(a)(v), before exercising the Option in full, the Grantee shall have the right to exercise those Options then already vested in accordance with the terms of the 2023 Share Option Scheme (to the extent not already exercised) at any time prior to or on the date of expiry of three years period after the date of cessation unless the Board otherwise determines, in which event the Option shall be exercisable, in whole or in part, to the extent and within such period as the Board may determine.

The date of cessation of employment of a Grantee (being an employee and who may or may not be a director of any member of the Group) shall be the last actual working day on which the Grantee was physically at work with the relevant member of the Group, whether salary is paid in lieu of notice or not;

- (iii) if a general offer by way of takeover or otherwise (other than by way of scheme of arrangement pursuant to paragraph 15(b)(iv)) is made to all the Shareholders (other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, the Company shall forthwith give notice thereof to the Grantee and the Grantee shall be entitled to exercise the Option to its full extent or, if the Company shall give the relevant notification, to the extent notified by the Company, at any time within such period as shall be notified by the Company;
- (iv) if a general offer for Shares by way of scheme of arrangement is made to all the Shareholders and has been approved by the necessary number of Shareholders at the requisite meetings, the Company shall forthwith give notice thereof to the Grantee and the Grantee may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or, if the Company shall give the relevant notification, to the extent notified by the Company;
- (v) in the event a notice is given by the Company to its Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall forthwith give notice thereof to the Grantee and the Grantee (or in the case of the death of the Grantee, his personal representatives(s)) may at any time within such period as shall be notified by the Company, subject to the provisions of all applicable laws, exercise the Option to its full extent or, if the Company shall give the relevant notification, to the extent notified by the Company, and the Company shall as soon as possible and in any event no later than three days prior to the date of the proposed general meeting, allot, issue and register in the register of members of the Company the name of the Grantee as holder of such number of fully paid Shares which fall to be issued on exercise of such Option; and
- (vi) in the event of a compromise or arrangement, other than a scheme of arrangement contemplated in paragraph 15(b)(iv), between the Company and its members and/or creditors being proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other companies pursuant to the laws of the jurisdiction in which the Company was incorporated, the Company shall give notice thereof to all Grantees on the same day as it first gives notice of the meeting to its members and/or creditors

summoning the meeting to consider such a scheme or arrangement and the Grantee may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or, if the Company shall give the relevant notification, to the extent notified by the Company, and the Company shall as soon as possible and in any event no later than three days prior to the date of the proposed meeting, allot, issue and register in the register of members of the Company the name of the Grantee as holder of such number of fully paid Shares which fall to be issued on exercise of such Option.

## 16. RESTRICTIONS AND LIMITATIONS

- (a) An 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 in favor of or enter into any agreement with any other person over or in relation to any Option, except for the transmission of an Option on the death of the Grantee to his personal representative(s) on the terms of the 2023 Share Option Scheme or as permitted by the Stock Exchange or under the Listing Rules.
- (b) No Offer shall be made and no Option shall be granted to any Participant in circumstances prohibited by the Listing Rules or at a time when the Participant would or might be prohibited from dealing in the Shares by the Listing Rules or by any applicable rules, regulations or laws. No Offer shall be made and no Option shall be granted to any Participants after inside information has come to the knowledge of the Company until (and including) the trading day after such inside information has been published in an announcement in accordance with the Listing Rules. In particular, during the period commencing one month immediately preceding the earlier of:
  - (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the requirements of the Listing Rules) for the approval of the Company's quarterly, interim or annual results or its results for any other interim period (whether or not required under the Listing Rules); and
  - (ii) the deadline for the Company to publish an announcement of its quarterly, interim or annual results or its results for any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement, no Option may be granted. Such period will also cover any period of delay in the publication of any results announcement.

**17. RANKING OF SHARES**

The Shares to be allotted and issued upon the exercise of an Option shall be identical to the then existing issued shares of the Company and subject to all the provisions of the memorandum of association and articles of association of the Company for the time being in force and will rank *pari passu* in all respects with the other fully paid Shares in issue on the date the name of the Grantee is registered on the register of members of the Company or if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members and accordingly will entitle the holders to participate in all dividends or other distributions paid or made on or after the date the name of the Grantee is registered on the register of members of the Company or if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members, save that the Grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of the Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration.

**18. CANCELLATION OF OPTIONS**

Notwithstanding any other provisions of the 2023 Share Option Scheme or any terms and conditions set forth in the relevant offer letter, any Option granted but not exercised may be cancelled if the Grantee so agrees. Where the Company cancels Options granted to a Grantee and makes a new grant to the same Grantee, such new grant may only be made under the 2023 Share Option Scheme with available Scheme Mandate Limit and Service Provider Sublimit, and that Options so cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.

**19. REORGANIZATION OF CAPITAL STRUCTURE**

In the event of an alteration in the capital structure of the Company whilst any Option remains exercisable by way of capitalization of profits or reserves, rights issue, subdivision or consolidation of shares, or reduction of the share capital of the Company in accordance with legal requirements (including, without limitation, the Companies Act) and requirements of the Stock Exchange (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party), such corresponding alterations (if any) shall be made to:

- (a) the number or nominal amount of Shares comprised in each Option so far as unexercised; and/or
- (b) the exercise price; and/or
- (c) the method of exercise of the Option,

or any combination thereof, as the auditors of the Company or an independent financial advisor engaged by the Company for such purpose shall, at the request of the Company, certify in writing to the Board, either generally or as regards any particular Grantee, to be in their opinion fair and reasonable, provided always that any such adjustments should give each Grantee the same proportion of the equity capital, rounded to the nearest whole Share, of the Company as that to which that Grantee was previously entitled prior to such adjustments, and no adjustments shall be made which will enable a Share to be issued at less than its nominal value.

To the extent not otherwise determined by the Board in accordance with paragraph 19, the method of adjustment of the number of Option so far as unexercised is set out as below:

#### **Capitalization issue**

$$Q = Q_0 \times (1 + n)$$

Where: “ $Q_0$ ” represents the number of Option before the adjustment; “ $n$ ” represents the ratio per Share resulting from the capitalization issue; “ $Q$ ” represents the number of Option after the adjustment.

#### **Rights issue**

$$Q = Q_0 \times P_1 \times (1 + n) \div (P_1 + P_2 \times n)$$

Where: “ $Q_0$ ” represents the number of Option before the adjustment; “ $P_1$ ” represents the closing price of the Shares as at the record date; “ $P_2$ ” represents the subscription price of the rights issue; “ $n$ ” represents the ratio of the rights issue allotment; “ $Q$ ” represents the number of Option after the adjustment.

#### **Consolidation of Shares or share subdivision or reduction of the share capital**

$$Q = Q_0 \times n$$

Where: “ $Q_0$ ” represents the number of Option before the adjustment; “ $n$ ” represents the ratio of share consolidation or share subdivision or reduction of share capital; “ $Q$ ” represents the number of Option after the adjustment.

To the extent not otherwise determined by the Board in accordance with paragraph 19, the method of adjustment of the exercise price of Option is set out as below:

#### **Capitalization issue**

$$P = P_0 \div (1 + n)$$

Where: “ $P_0$ ” represents the exercise price of Option before the adjustment; “ $n$ ” represents the ratio per Share resulting from the capitalization issue; “ $P$ ” represents the exercise price of Option after the adjustment.

**Rights issue**

$$P = P_0 \times (P_1 + P_2 \times n) \div (P_1 \times (1 + n))$$

Where: “P<sub>0</sub>” represents the exercise price of Option before the adjustment; “P<sub>1</sub>” represents the closing price of the Shares as at the record date; “P<sub>2</sub>” represents the subscription price of the rights issue; “n” represents the ratio of the rights issue allotment; “P” represents the exercise price of Option after the adjustment.

**Consolidation of Shares or share subdivision or reduction of the share capital**

$$P = P_0 \div n$$

Where: “P<sub>0</sub>” represents the exercise price of Option before the adjustment; “n” represents the ratio of share consolidation or share subdivision or reduction of share capital; “P” represents the exercise price of Option after the adjustment.

**20. ALTERATION AND TERMINATION**

- (a) The Board may amend any of the provisions of the 2023 Share Option Scheme (including without limitation amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions, imposed by the provisions of the 2023 Share Option Scheme) at any time (but not so as to affect adversely any rights which have accrued to any Grantee at that date).
- (b) Any alterations to the terms and conditions of the 2023 Share Option Scheme which are of a material nature, or any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Participants, must be approved by Shareholders in general meeting. Any change to the terms of Options granted to a Participant, must also, to be effective, be approved by the Board, the Remuneration Committee, the independent non-executive directors of the Company and/or the Shareholders in general meeting (as the case may be) if the initial grant of the Options was approved by the Board, the Remuneration Committee, the independent non-executive directors of the Company and/or the Shareholders (as the case may be), except where the alterations take effect automatically under the existing terms of the 2023 Share Option Scheme. The 2023 Share Option Scheme so altered must comply with Chapter 17 of the Listing Rules. Any change to the authority of the Board or other administrator of the 2023 Share Option Scheme in relation to any alteration to the terms of the 2023 Share Option Scheme must be approved by the Shareholders in general meeting.

- (c) The Company by ordinary resolution in general meeting or the Board may at any time resolve to terminate the operation of the 2023 Share Option Scheme prior to its expiry and in such event no further Options will be offered or granted but the provisions of 2023 Share Option Scheme shall remain in full force to the extent necessary to give effect to the exercise of any Options (to the extent not already exercised) granted prior thereto or otherwise as may be required in accordance with the provisions of the 2023 Share Option Scheme. Options (to the extent not already exercised) which are granted during the life of the 2023 Share Option Scheme and remain unexercised and unexpired immediately prior to the termination of the operation of the 2023 Share Option Scheme shall continue to be valid and exercisable in accordance with their terms of issue after the termination of the 2023 Share Option Scheme.

*The following is a summary of the principal terms of the 2023 Share Award Scheme proposed to be adopted at the EGM. It does not form part of, nor is it intended to be part of, the rules of the 2023 Share Award Scheme and it should not be taken as affecting the interpretation of the rules of the 2023 Share Award Scheme. The Directors reserve the right at any time prior to the EGM to make such amendments to the 2023 Share Award Scheme as they may consider necessary or appropriate provided that such amendments do not conflict with any material aspects with the summary in this Appendix.*

## **1. PURPOSE OF THE 2023 SHARE AWARD SCHEME**

The purpose of the 2023 Share Award Scheme is to attract and retain Participants whose contributions are important to the long-term growth and success of the Group, to recognize and reward Participants for their past contribution to the Group, to provide Participants with the opportunity to acquire proprietary interests in the Company and to encourage Participants to further contribute to the Company and work towards enhancing the value of the Company and its Shares for the benefit of the Company and its Shareholders as a whole. The 2023 Share Award Scheme will provide the Company with a flexible means of retaining, incentivizing, rewarding, remunerating, compensating and/or providing benefits to Participants.

## **2. PARTICIPANTS AND BASIS OF DETERMINING THE ELIGIBILITY**

- (a) The Board shall be entitled (but shall not be bound) to make an Offer to an individual or a corporate entity (as the case may be), being any of the following, as the Board may in its absolute discretion select, of a Share Award (consisting of either Restricted Shares or RSUs as set forth in the applicable Offer documentation):
  - (i) an Employee Participant (i.e. any director (including executive directors, non-executive directors and independent non-executive directors) and employee (whether full-time or part-time) of the Company or any of its subsidiaries (including any persons who are granted Share Awards under the 2023 Share Award Scheme as an inducement to enter into employment contracts with these companies)); and
  - (ii) a Service Provider (i.e. any person (natural person or corporate entity) who provides services to the Group on a continuing and recurring basis in the ordinary course of business of the Group which are in the interests of the long term growth of the Group, such as independent contractor, consultant and/or advisor for research and development, manufacturing, product commercialization, innovation upgrading, strategic/commercial planning on corporate image and investor relations in investment environment of the Company (excluding any placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions, and professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity)),

in each case provided that the Board considers, in its sole discretion, have contributed or will contribute to the Group.

- (b) In the case of the Employee Participants, in assessing their eligibility, the Board will consider, in its sole discretion, on a case-by-case basis, the following factors, including but not limited to (i) the individual performance, time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; (ii) the length of engagement with the Group; (iii) the individual contribution or potential contribution to the development and growth of the Group; and (iv) the amount of support, assistance, guidance, advice or efforts that has been given or will be given towards the Group's success.
  
- (c) In assessing the eligibility of the Service Providers, the Board will consider, in its sole discretion, on a case-by-case basis, the following factors, including but not limited to (i) in general, (a) the individual performance of the Service Providers; (b) the frequency of collaboration and the length of business relationship with the Group; (c) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties); (d) the track record in the quality of services provided to and/or cooperation with the Group and the ability to maintain the quality of services; (e) the scale of business dealings and/or collaboration with the Group with regard to factors such as the actual or expected change in the Group's revenue or profits which is or may be attributable to the Service Providers; (f) the actual contribution or potential contribution towards the long-term development and success of the Group; and (g) the remuneration packages of comparable listed peers for similar service providers based on available information in the industry; (ii) specifically in respect of Service Providers in the category of independent contractors, (a) the benefits and strategic value brought by the Service Providers to the Group's development and future prospects in terms of the profits and/or income attributable to the Service Providers' collaboration with the Group; and (b) the business opportunities and external connections that the Service Providers have introduced or will potentially introduce to the Group; and (iii) specifically in respect of Service Providers in the category of consultants and/or advisors, (a) the expertise, professional qualifications and industry experience of the Service Providers; (b) the prevailing market fees chargeable by other services providers; (c) the Group's period of engagement of or collaboration with the Service Providers; and (d) the Service Providers' actual or potential contribution to the Group in terms of a reduction in costs or an increase in turnover or profit.

**3. SCHEME MANDATE LIMIT AND SERVICE PROVIDER SUBLIMIT**

- (a) The Scheme Mandate Limit is the total number of Shares which may be issued in respect of all options and awards involving issue of new Shares that may be granted under the 2023 Share Award Scheme and any other share scheme(s) of the Company, and must not in aggregate exceed 10% of the total number of Shares in issue as at the Adoption Date, unless otherwise permitted by the Listing Rules or the Company obtains the approval of its Shareholders to refresh the Scheme Mandate Limit.
- (b) The Service Provider Sublimit, being a sublimit under the Scheme Mandate Limit, is the total number of Shares which may be issued in respect of all options and awards involving issue of new Shares that may be granted under the 2023 Share Award Scheme and any other share scheme(s) of the Company to the Service Providers, and must not in aggregate exceed 1% of the total number of Shares in issue as at the Adoption Date.
- (c) Options or awards lapsed in accordance with the 2023 Share Award Scheme and any other share scheme(s) of the Company shall not be counted for the purpose of calculating the Scheme Mandate Limit or the Service Provider Sublimit. Options or awards cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.
- (d) The Company may seek the approval of its Shareholders at general meeting to refresh the Scheme Mandate Limit or the Service Provider Sublimit after three years from the Adoption Date or the date of Shareholders' approval for the last refreshment (as the case may be), such that the total number of Shares which may be issued in respect of all options and awards involving issue of new Shares that may be granted under the 2023 Share Award Scheme and any other share scheme(s) of the Company under the Scheme Mandate Limit as refreshed must not exceed 10% of the Shares in issue as at the date of the aforesaid approval for refreshment by the Shareholders in general meeting. The Company shall send a circular to the Shareholders containing the number of options and awards that were already granted under the existing Scheme Mandate Limit and the existing Service Provider Sublimit, and the reason for the refreshment. Any refreshment within any abovementioned three-year period must be approved by the Shareholders subject to the following provisions:
  - (i) any controlling shareholder(s) of the Company and their respective associates, or if there is no controlling shareholder(s) of the Company, directors (excluding independent non-executive directors) and the chief executives of the Company and their respective associates must abstain from voting in favor of the relevant resolution at the general meeting; and
  - (ii) the Company must comply with the requirements under the Listing Rules.

- (e) The Company may also seek separate approval of the Shareholders in general meeting for granting any Share Awards beyond the Scheme Mandate Limit, or if applicable, the refreshed limit as referred to in paragraph 3(d) above, provided that the Share Awards in excess of the Scheme Mandate Limit are granted only to Participants specifically identified by the Company before the aforesaid Shareholders' meeting where such approval is sought. A circular shall be sent to Shareholders containing the name of each specified Participant who may be granted such Share Awards, the number and terms of the Share Awards to be granted to each specified Participant, the purpose of granting Share Awards to the specified Participants with an explanation as to how the terms of the Share Awards serve such purpose, and all other information as required under the Listing Rules. The number and terms of the Share Awards to be granted to such Participant must be fixed before Shareholders' approval.

#### **4. MAXIMUM ENTITLEMENT OF EACH PARTICIPANT**

Unless approved by the Shareholders, the total number of Shares issued and to be issued in respect of all options and awards granted under the 2023 Share Award Scheme and any other share scheme(s) of the Company to each Participant in any 12-month period shall not exceed 1% of the total number of Shares in issue. Where any grant of Share Awards under the 2023 Share Award Scheme to a Participant would result in the aggregate number of Shares issued and to be issued in respect of all options and awards granted under the 2023 Share Award Scheme and any other share scheme(s) of the Company to such Participant (excluding any options and awards lapsed in accordance with the terms of the 2023 Share Award Scheme and any other share scheme(s) of the Company) in the 12-month period up to and including the date of such grant exceeding 1% of the total number of Shares in issue, such grant shall be subject to separate approval of the Shareholders in general meeting with such Participant and his/her close associates (or his/her associates if the Participant is a connected person of the Company) abstaining from voting. A circular shall be sent to the Shareholders disclosing the identity of such Participant, the number and terms of the Share Awards to be granted (and those options and awards previously granted to such Participant in the 12-month period), the purpose of granting the Share Awards to the Participant and an explanation as to how the terms of the Share Awards serve such purpose, and all other information as required under the Listing Rules. The number and terms of the Share Awards to be granted to such Participant shall be fixed before the Shareholders' approval is sought.

#### **5. GRANT OF SHARE AWARDS TO CONNECTED PERSONS**

- (a) Each grant of Share Awards to any director, chief executive or substantial shareholder of the Company (or any of their respective associates) shall be subject to the prior approval of the independent non-executive directors of the Company (excluding any independent non-executive director who is a proposed recipient of the grant of Share Awards).

- (b) Where any grant of Share Awards (excluding grant of options) to a director (other than an independent non-executive director) or chief executive of the Company (or any of their associates) would result in the number of Shares issued and to be issued in respect of all awards involving issue of new Shares already granted under the 2023 Share Award Scheme and any other share scheme(s) of the Company (excluding any awards lapsed in accordance with the terms of the 2023 Share Award Scheme or any other share scheme(s) of the Company) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the total number of Shares in issue as at the date of grant, such further grant of Share Awards shall be subject to prior approval by the Shareholders (voting by way of poll) in general meeting.
  
- (c) Where any grant of Share Awards to a substantial shareholder or an independent non-executive director of the Company (or any of their respective associates) would result in the number of Shares issued and to be issued in respect of all options and awards involving issue of new Shares already granted under the 2023 Share Award Scheme and any other share scheme(s) of the Company (excluding any options or awards lapsed in accordance with the terms of the 2023 Share Award Scheme or any other share scheme(s) of the Company) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the total number of Shares in issue as at the date of grant, such further grant of Share Awards shall be subject to prior approval by the Shareholders (voting by way of poll) in general meeting.
  
- (d) In the circumstances described in paragraph 5(b) or 5(c) above, the Company shall send a circular to its Shareholders containing all those terms as required under the Listing Rules. The relevant Grantee, his/her associates and all core connected persons of the Company shall abstain from voting at such general meeting, except that such person may vote against the relevant resolution at the general meeting provided that his/her intention to do so has been stated in the circular to be sent to the Shareholders in connection therewith.
  
- (e) The circular to be issued by the Company to its Shareholders pursuant to paragraph 5(d) shall contain the following information:
  - (i) the details of the number and terms of the Share Awards to be granted to each Grantee which must be fixed before the Shareholders' meeting;
  
  - (ii) the views of the independent non-executive directors of the Company (excluding any independent non-executive director who is the relevant Grantee) as to whether the terms of the grant are fair and reasonable and

whether such grant is in the interests of the Company and its Shareholders as a whole, and their recommendation to the independent Shareholders as to whether to vote for or against the resolution relating to the grant of the Share Awards;

- (iii) the information required under Rule 17.02(2)(c) of the Listing Rules;
- (iv) the information as required under Rule 2.17 of the Listing Rules; and
- (v) any other information as may be required under the Listing Rules or by the Stock Exchange from time to time.

## **6. GRANT OF SHARE AWARDS**

On and subject to the terms of the 2023 Share Award Scheme, the Board shall be entitled (but shall not be bound) at any time within the period of ten years commencing on the Adoption Date to make an Offer to any Participant, as the Board may in its absolute discretion select, of a Share Award (consisting of either Restricted Shares or RSUs as set forth in the applicable Offer documentation) and on and subject to such terms and conditions as the Board may determine and impose and inform the Trustee and the Grantee accordingly. The Offer shall specify the terms and conditions on which the Share Award is to be granted. Such terms and conditions may include any minimum period(s) for which a Share Award must be held, any minimum period(s) for which the Grantee must be employed or in service to the Group and/or any minimum performance target(s) that must be achieved, before the Share Award shall vest in whole or in part, may include any clawback mechanism in respect of the Share Award, and may include at the discretion of the Board such other terms either on a case by case basis or generally.

## **7. ACCEPTANCE OF SHARE AWARDS**

An Offer of a Share Award shall be made to a Participant by a letter in duplicate, in such form as the Board may from time to time determine, requiring the Participant to undertake to hold the Share Award on the terms on which it is to be granted and to be bound by the provisions of the 2023 Share Award Scheme. Each Offer shall remain open for acceptance by the Participant to whom the Offer is made for a period of five business days from the date on which the letter containing the Offer is delivered to that Participant. An Offer shall be deemed to have been accepted and the Share Award to which the Offer relates shall be deemed to have been granted and to have taken effect when the duplicate of the Offer documentation comprising acceptance of the Offer duly signed by the Grantee with the number of Shares in respect of which the Offer is accepted clearly stated therein, is received by the Company within the aforesaid stipulated period. Subject to otherwise determined by the Board at its sole discretion or as required by applicable law in respect of the consideration (if any) for the acceptance of any particular Share Award which shall be stated in the Offer documentation, the Grantee is not required to pay any grant or purchase price or make any other payment to the Company to accept a Share Award granted.

**8. PURCHASE PRICE OF SHARE AWARDS**

Subject to otherwise determined by the Board at its sole discretion or as required by applicable law in respect of the purchase price (if any) of any particular Share Award which shall be stated in the Offer documentation, the Grantee is not required to pay any purchase price to the Company to purchase any RSU underlying a Share Award granted or may only be required to pay a nominal value to purchase any Restricted Shares.

**9. VESTING OF SHARE AWARDS**

- (a) Subject to the terms of the 2023 Share Award Scheme, the Board may decide at its sole and absolute discretion (subject to, including but not limited to, the execution of any transfer documents or restricted share agreements, the payment of any purchase price or the provision of any transfer or sale direction by the Grantee as may be required by the Board and/or the Trustee, and in accordance with the provisions stated in the Offer documentation to the Grantee) to:
- (i) direct the Trustee to transfer the number of Restricted Shares or the Shares underlying the RSUs (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) to the Grantee which the Trustee has acquired by making purchases of existing Shares (either on-market or off-market) and to be held pending the vesting of the relevant Share Award;
  - (ii) procure the Company to allot and issue the number of Restricted Shares or the Shares underlying the RSUs (and, if applicable, transfer the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) to the Grantee (as new Shares under the Scheme Mandate Limit) as fully paid up Shares directly; and/or
  - (iii) pay, or procure the payment of, an amount equivalent to the market value of the Shares underlying the RSUs (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) to the Grantee in cash,

for the purpose of satisfying the relevant Share Awards of the Grantee upon vesting.

- (b) Without prejudicing to the foregoing, whether the Restricted Shares or the Shares underlying the RSUs are to be purchased from secondary markets or subscribed for is determined by the Board having regards to, among other things, the financial position of the Company, the cash position of the Company and the market price of the relevant Shares at the relevant time. The Trustee will hold any Restricted Shares or any Shares underlying the RSUs so purchased in accordance with the terms of the

2023 Share Award Scheme and the provisions of the trust deed. Such Shares so acquired and/or subscribed for will, subject to the receipt by the Trustee of a confirmation from the Company that all vesting conditions have been fulfilled, be transferred to the Grantee.

#### **10. VESTING PERIOD**

- (a) Save for the circumstance as described in paragraph 10(b), the vesting period in respect of any Share Award granted shall be no less than 12 months from (and including) the date of grant.
- (b) Share Awards granted to an Employee Participant may be subject to a shorter vesting period in the following circumstances at the sole discretion of the Board or the Remuneration Committee:
  - (i) grants of “make-whole” Share Awards to new joiners to replace the share awards or options they forfeited when leaving their previous employers;
  - (ii) grants that are made in batches during a year for administrative or compliance reasons, which include Share Awards that should have been granted earlier if not for such administrative or compliance reasons but had to wait for a subsequent batch. In such case, the vesting period may be shorter to reflect the time from which the Share Award would have been granted;
  - (iii) grants with a mixed or accelerated vesting schedule such as where the Share Awards may vest evenly over a period of 12 months, or where the Share Awards may vest by several batches with the first batch to vest within 12 months of the date of grant and the last batch to vest 12 months after the date of grant;
  - (iv) grants with performance-based vesting conditions provided in the 2023 Share Award Scheme or as specified in the Offer documentation in lieu of time-based vesting criteria; and
  - (v) grants with a total vesting and holding period of more than 12 months.

#### **11. PERFORMANCE TARGETS**

Vesting of Share Award shall be subject to the performance targets, if any, to be satisfied by the Grantees as determined by the Board or the Remuneration Committee from time to time. The Board or the Remuneration Committee shall have the authority, after the grant of any Share Award which is performance-linked, to make fair and reasonable adjustments to the prescribed performance targets during the vesting period if there is a change in circumstances, provided that any such adjustments shall be less onerous than the prescribed performance targets and are

considered fair and reasonable by the Board or the Remuneration Committee (as the case may be). The performance targets may include the attainment of program milestones and market capitalization milestones by the Group, which may vary among the Grantees. The Board or the Remuneration Committee (as the case may be) will conduct assessment from time to time by comparing the performance with the pre-set targets to determine whether such targets and the extents to which have been met. If, after the assessment, the Board or the Remuneration Committee determines that any prescribed performance targets have not been met, the unvested Share Award shall lapse automatically. For the avoidance of doubt, the performance targets are not applicable to independent non-executive directors of the Company.

## **12. CLAWBACK**

Notwithstanding the terms and conditions of the 2023 Share Award Scheme, the Board has the authority to provide that any Share Award shall be subject to a clawback if any of the following events occurs:

- (a) if the Grantee (being an employee or a director of any member of the Group) ceases to be a Participant by reason of the termination of his or her employment or engagement on the grounds that he or she has been guilty of fraud or dishonesty or persistent or serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his or her debts or has become bankrupt or has made any arrangement or composition with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty or on any other ground on which an employer would be entitled to terminate his or her employment summarily;
- (b) if the Grantee joins a company which the Board believes in its sole and reasonable opinion to be a competitor of the Company; and
- (c) if any other clawback event implicitly or explicitly characterized in the Offer documentation occurs.

Upon occurrence of any of the above events (and whether an event is to be regarded as having occurred for the purpose of this paragraph is subject to the sole determination of the Board) in relation to a Grantee, the Board may (but is not obliged to) by notice in writing to the relevant Grantee (i) (in the case of a Restricted Share award) repurchase the unvested Shares or (ii) (in the case of a RSU award) claw back such number of Share Awards granted (to the extent not already vested) as the Board may consider appropriate. The Share Awards that are clawed back shall be regarded as cancelled and the Share Awards so cancelled shall be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provided Sublimit.

**13. RIGHTS ON VOTING AND DIVIDENDS**

No Grantee shall enjoy any rights of a Shareholder by virtue of the grant of a Share Award pursuant to the 2023 Share Award Scheme, unless and until the Shares are actually issued or transferred to the Grantee pursuant to the vesting of a Share Award. The Share Awards do not carry any right to vote in general meeting of the Company, or the right to dividend and other rights, including those arising on a liquidation of the Company until such Share Awards have been vested as Shares. A Share issued or transferred upon the vesting of a Share Award shall not carry rights until the registration of the Grantee (or any other person so permitted pursuant to the 2023 Share Award Scheme) as the holder thereof.

Pursuant to the 2023 Share Award Scheme, the Trustee shall not exercise the voting rights in respect of any Shares held under the trust. In particular, the Trustee holding unvested Shares, whether directly or indirectly, shall abstain from voting or exercising any voting rights in respect of any Shares held, whether directly or indirectly, under the trust or as nominee on matters that require approval of the Shareholders under the Listing Rules, unless otherwise required by applicable laws or regulations to vote in accordance with the beneficial owner's direction and such a direction is given.

**14. LIFE OF THE 2023 SHARE AWARD SCHEME**

Subject to any early termination provisions pursuant to the 2023 Share Award Scheme, the 2023 Share Award Scheme shall be valid and effective for the period of ten years commencing on the Adoption Date. After the expiry of the 2023 Share Award Scheme, no further Share Awards shall be offered or granted, but in all other respects the provisions of the 2023 Share Award Scheme shall remain in full force and effect to the extent necessary to give effect to the settlement of any Share Awards granted prior thereto or otherwise as may be required in accordance with the provisions of the 2023 Share Award Scheme.

**15. LAPSE OF SHARE AWARD**

- (a) A Share Award shall lapse automatically (to the extent not already vested) on the earliest of:
  - (i) the date on which the Grantee ceases to be a Participant for reason of his or her death, ill-health or retirement in accordance with his or her contract of employment;
  - (ii) the date on which the Grantee (being an employee or a director of any member of our Group) ceases to be a Participant for any reason other than (i) his or her death, ill-health or retirement in accordance with his or her contract of employment or (ii) on one or more of the grounds of termination of employment or engagement specified in paragraphs 15(a)(iv) and 15(a)(v) below;

- (iii) the date on which the Grantee commits a breach of paragraph 16(a);
- (iv) the date on which the Grantee (being an employee or a director of any member of the Group) ceases to be a Participant by reason of the termination of his or her employment or engagement on the grounds that he or she has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his or her debts or has become bankrupt or has made any arrangement or composition with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty or on any other ground on which an employer would be entitled to terminate his or her employment summarily;
- (v) the date on which the Grantee joins a company which the Board believes in its sole and reasonable opinion to be a competitor of the Company;
- (vi) the date on which the Board or the Remuneration Committee determines that any prescribed performance targets have not been met after conducting the assessment referred to in paragraph 11;
- (vii) the date on which the Grantee (being a corporation) appears either to be unable to pay or to have no reasonable prospect of being able to pay its debts when they fall due or has become insolvent or has made any arrangement or composition with its creditors generally; and
- (viii) unless the Board otherwise determines, the date the Grantee ceases to be a Participant (as determined by a Board resolution) for any other reason.

Upon the termination of an unvested Share Award pursuant to this paragraph 15(a), (1) in the case of a Restricted Share award, the then-unvested Shares will not vest and will be reacquired by the Company in such manner and on such terms as the Board provides, which terms shall include, to the extent not prohibited by law, payment to the Participant of the lower of (x) the fair market value of such Restricted Shares at the time of the termination of the Share Award, or (y) the original purchase price paid by the Participant to acquire such Restricted Shares (without interest); and (2) in the case of a RSU award, cancellation of the unvested RSUs without payment.

- (b) Upon any event in which the Company does not survive, or does not survive as a publicly traded company in respect of its ordinary shares or any event of change in control of the Company occurs (including, without limitation, a dissolution, voluntary winding-up, offer (by way of takeovers, scheme of arrangement or otherwise), merger, reconstruction, amalgamation, combination, consolidation, conversion, exchange of securities, or other reorganization, or a sale of all or substantially all of the business, stock or assets of the Company), the Board may

make provision for a cash payment in settlement of, or for the termination, assumption, substitution or exchange of any or all outstanding awards or the cash, securities or property deliverable to the holders of any or all outstanding Share Awards, based upon, to the extent relevant under the circumstances, the distribution or consideration payable to Shareholders upon or in respect of such event. Upon the occurrence of any event described in the preceding sentence, in connection with which the Board has made a provision for a Share Award to be terminated (and the Board has not made a provision for the substitution, assumption, exchange or other continuation or settlement of the Share Award): (i) unless otherwise provided in the applicable Offer documentation, each then-outstanding Share Award granted under the 2023 Share Award Scheme shall become payable to the holder of such award (with any performance goals applicable to the award in each case being deemed met, unless otherwise provided in the Offer documentation, at the “target” performance level); and (ii) each Share Award shall terminate upon the related event.

#### 16. RESTRICTIONS AND LIMITATIONS

- (a) A Share Award 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 in favor of or enter into any agreement with any other person over or in relation to any Share Award (or, prior to vesting of a Restricted Share award, the Shares subject thereto) or any property held by the Trustee on trust for the Grantees.
- (b) No Offer shall be made and no Share Award shall be granted to any Participant in circumstances prohibited by the Listing Rules or at a time when the Participant would or might be prohibited from dealing in the Shares by the Listing Rules or by any applicable rules, regulations or laws. No Offer shall be made and no Share Award shall be granted to any Participants after inside information has come to the knowledge of the Company until (and including) the trading day after such inside information has been published in an announcement in accordance with the Listing Rules. In particular, during the period commencing one month immediately preceding the earlier of:
  - (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the requirements of the Listing Rules) for the approval of the Company’s quarterly, interim or annual results or its results for any other interim period (whether or not required under the Listing Rules); and
  - (ii) the deadline for the Company to publish an announcement of its quarterly, interim or annual results or its results for any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement, no Share Award may be granted. Such period will also cover any period of delay in the publication of any results announcement.

#### **17. RANKING OF SHARES**

The Shares to be allotted and issued pursuant to any Share Award granted under the 2023 Share Award Scheme shall be identical to the then existing issued shares of the Company and subject to all the provisions of the memorandum of association and articles of association of the Company for the time being in force and will rank *pari passu* in all respects with the other fully paid Shares in issue on the date the name of the Grantee is registered on the register of members of the Company or if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members and accordingly will entitle the holders to participate in all dividends or other distributions paid or made on or after the date the name of the Grantee is registered on the register of members of the Company or if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members, save that the Grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of the Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration.

#### **18. CANCELLATION OF SHARE AWARDS**

Notwithstanding any other provisions of the 2023 Share Award Scheme or any terms and conditions set forth in the relevant offer letter, any Share Award granted but not vested may be cancelled if the Grantee so agrees. Where the Company cancels Share Awards granted to a Grantee and makes a new grant to the same Grantee, such new grant may only be made under the 2023 Share Award Scheme with available Scheme Mandate Limit and Service Provider Sublimit, and that Share Awards so cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.

#### **19. REORGANIZATION OF CAPITAL STRUCTURE**

In the event of an alteration in the capital structure of the Company whilst any Share Award remains outstanding by way of capitalization of profits or reserves, rights issue, subdivision or consolidation of shares, or reduction of the share capital of the Company in accordance with legal requirements (including, without limitation, the Companies Act) and requirements of the Stock Exchange (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party), such corresponding alterations (if any) shall be made to the number or nominal amount of Shares comprised in each Share Award to the extent outstanding (and, if applicable, the purchase price for any Restricted Shares granted hereunder) as the auditors of the Company or an independent financial advisor engaged by the Company for such purpose shall, at the request of the Company, certify in writing to the Board, either generally or as regards any particular Grantee, to be in their opinion fair and reasonable, provided always that

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**APPENDIX II                      SUMMARY OF THE PRINCIPAL TERMS OF THE  
2023 SHARE AWARD SCHEME**

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any such adjustments should give each Grantee the same proportion of the equity capital, rounded to the nearest whole Share, of the Company as that to which that Grantee was previously entitled prior to such adjustments, and no adjustments shall be made which will enable a Share to be issued at less than its nominal value.

To the extent not otherwise determined by the Board in accordance with paragraph 19, the method of adjustment of the number of Share Award to the extent outstanding is set out as below:

**Capitalization issue**

$$Q = Q_0 \times (1 + n)$$

Where: “Q<sub>0</sub>” represents the number of Share Award before the adjustment; “n” represents the ratio per Share resulting from the capitalization issue; “Q” represents the number of Share Award after the adjustment.

**Rights issue**

$$Q = Q_0 \times P_1 \times (1 + n) \div (P_1 + P_2 \times n)$$

Where: “Q<sub>0</sub>” represents the number of Share Award before the adjustment; “P<sub>1</sub>” represents the closing price of the Shares as at the record date; “P<sub>2</sub>” represents the subscription price of the rights issue; “n” represents the ratio of the rights issue allotment; “Q” represents the number of Share Award after the adjustment.

**Consolidation of Shares or share subdivision or reduction of the share capital**

$$Q = Q_0 \times n$$

Where: “Q<sub>0</sub>” represents the number of Share Award before the adjustment; “n” represents the ratio of share consolidation or share subdivision or reduction of share capital; “Q” represents the number of Share Award after the adjustment.

To the extent not otherwise determined by the Board in accordance with paragraph 19, the method of adjustment of the purchase price for Restricted Share is set out as below:

**Capitalization issue**

$$P = P_0 \div (1 + n)$$

Where: “P<sub>0</sub>” represents the purchase price for Restricted Share before the adjustment; “n” represents the ratio per Share resulting from the capitalization issue; “P” represents the purchase price for Restricted Share after the adjustment.

**Rights issue**

$$P = P_0 \times (P_1 + P_2 \times n) \div (P_1 \times (1 + n))$$

Where: “P<sub>0</sub>” represents the purchase price for Restricted Share before the adjustment; “P<sub>1</sub>” represents the closing price of the Shares as at the record date; “P<sub>2</sub>” represents the subscription price of the rights issue; “n” represents the ratio of the rights issue allotment; “P” represents the purchase price for Restricted Share after the adjustment.

**Consolidation of Shares or share subdivision or reduction of the share capital**

$$P = P_0 \div n$$

Where: “P<sub>0</sub>” represents the purchase price for Restricted Share before the adjustment; “n” represents the ratio of share consolidation or share subdivision or reduction of share capital; “P” represents the purchase price for Restricted Share after the adjustment.

**20. ALTERATION AND TERMINATION**

- (a) The Board may amend any of the provisions of the 2023 Share Award Scheme (including without limitation amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions, imposed by the provisions of the 2023 Share Award Scheme) at any time (but not so as to affect adversely any rights which have accrued to any Grantee at that date).
- (b) Any alterations to the terms and conditions of the 2023 Share Award Scheme which are of a material nature, or any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Participants, must be approved by Shareholders in general meeting. Any change to the terms of Share Awards granted to a Participant, must also, to be effective, be approved by the Board, the Remuneration Committee, the independent non-executive directors of the Company and/or the Shareholders in general meeting (as the case may be) if the initial grant of the Share Awards was approved by the Board, the Remuneration Committee, the independent non-executive directors of the Company and/or the Shareholders (as the case may be), except where the alterations take effect automatically under the existing terms of the 2023 Share Award Scheme. The 2023 Share Award Scheme so altered must comply with Chapter 17 of the Listing Rules. Any change to the authority of the Board, the Trustee or other administrator of the 2023 Share Award Scheme in relation to any alternation to the terms of the 2023 Share Award Scheme must be approved by the Shareholders in general meeting.

- (c) The Company by ordinary resolution in general meeting or the Board may at any time resolve to terminate the operation of the 2023 Share Award Scheme prior to its expiry, and in such event no further Share Awards will be offered or granted but the provisions of the 2023 Share Award Scheme shall remain in full force to the extent necessary to give effect to the settlement of any Share Awards granted prior thereto or otherwise as may be required in accordance with the provisions of the 2023 Share Award Scheme. Share Awards which are granted during the life of the 2023 Share Award Scheme and remain outstanding immediately prior to the termination of the operation of the 2023 Share Award Scheme shall continue to be valid and eligible to vest in accordance with their terms of issue after the termination of the 2023 Share Award Scheme.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### **Brii Biosciences Limited** **騰盛博药生物科技有限公司**

*(Incorporated in the Cayman Islands with Limited Liability)*

**(Stock Code: 2137)**

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

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting (the “**EGM**”) of Brii Biosciences Limited (the “**Company**”) will be held online via the Tricor e-Meeting System on Monday, August 21, 2023 at 9:00 a.m. (Hong Kong time) for the purpose of considering and, if thought fit, passing the following resolutions (with or without amendments) as ordinary resolutions of the Company.

#### **ORDINARY RESOLUTIONS**

1. “**THAT:**

- (a) subject to and conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) granting approval for the listing of, and permission to deal in, the new shares of the Company (the “**Shares**”) to be allotted and issued pursuant to the exercise of any options granted under the 2023 share option scheme of the Company (the “**2023 Share Option Scheme**”), the rules of which are contained in the document marked “A” produced to the EGM and initialled by the chairman of the EGM for the purpose of identification, the 2023 Share Option Scheme be and is hereby approved and adopted, and any directors of the Company be and is hereby authorized to do all such acts and to enter into all such transactions, arrangements and agreements as he may in his absolute discretion consider necessary or expedient in order to give effect to the 2023 Share Option Scheme, including without limitation:
  - (i) to administer and operate the 2023 Share Option Scheme under which options will be granted to eligible participants under the 2023 Share Option Scheme to subscribe for shares in the Company;
  - (ii) to modify and/or amend the 2023 Share Option Scheme from time to time, provided that such modification and/or amendment is/are effected in accordance with the provisions of the 2023 Share Option Scheme relating to modification and/or amendment and is in compliance with Chapter 17 of the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) (the “**Listing Rules**”);

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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- (iii) to grant options to subscribe for Shares under the 2023 Share Option Scheme and to allot and issue from time to time such number of Shares as may be required to be allotted and issued pursuant to the exercise of the options granted under the 2023 Share Option Scheme and subject to the Listing Rules;
  - (iv) to make application at the appropriate time or times to the Stock Exchange for the listing of, and permission to deal in, any Shares that may be allotted and issued pursuant to the exercise of the options granted under the 2023 Share Option Scheme; and
  - (v) to consent, if he so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the 2023 Share Option Scheme; and
- (b) subject to and conditional upon the 2023 Share Option Scheme becoming unconditional and effective, the existing share option scheme of the Company which was adopted by the Company on June 22, 2021 (the “**Existing Share Option Scheme**”) be and is hereby terminated except that the provisions of the Existing Share Option Scheme will remain in full force and effect to the extent necessary to give effect to the exercise of any options granted prior to its termination, or otherwise as may be required in accordance with the provisions of the Existing Share Option Scheme.”
2. “**THAT:**
- (a) subject to and conditional upon the Listing Committee of the Stock Exchange granting approval for the listing of, and permission to deal in, the new Shares to be allotted and issued underlying the share awards granted in accordance with the terms and conditions of the 2023 share award scheme of the Company (the “**2023 Share Award Scheme**”), the rules of which are contained in the document marked “B” produced to the EGM and initialled by the chairman of the EGM for the purpose of identification, the 2023 Share Award Scheme be and is hereby approved and adopted, and any directors of the Company be and is hereby authorized to do all such acts and to enter into all such transactions, arrangements and agreements as he may in his absolute discretion consider necessary or expedient in order to give effect to the 2023 Share Award Scheme, including without limitation:
    - (i) to administer and operate the 2023 Share Award Scheme under which share awards will be granted to eligible participants under the 2023 Share Award Scheme;

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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- (ii) to modify and/or amend the 2023 Share Award Scheme from time to time, provided that such modification and/or amendment is/are effected in accordance with the provisions of the 2023 Share Award Scheme relating to modification and/or amendment and is in compliance with Chapter 17 of the Listing Rules;
  - (iii) to grant share awards under the 2023 Share Award Scheme and to allot and issue and/or purchase from time to time such number of Shares as may be required to be allotted and issued and/or purchased in respect of the share awards granted in accordance with the terms and conditions of the 2023 Share Award Scheme and subject to the Listing Rules;
  - (iv) to make application at the appropriate time or times to the Stock Exchange for the listing of, and permission to deal in, any Shares that may be allotted and issued underlying the share awards granted in accordance with the terms and conditions of the 2023 Share Award Scheme; and
  - (v) to consent, if he so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the 2023 Share Award Scheme; and
- (b) subject to and conditional upon the 2023 Share Award Scheme becoming unconditional and effective, the existing share award scheme of the Company which was adopted by the Company on June 22, 2021 (the “**Existing Share Award Scheme**”) be and is hereby terminated except that the provisions of the Existing Share Award Scheme will remain in full force and effect to the extent necessary to give effect to the share awards granted or Shares purchased pursuant to the Existing Share Award Scheme prior to its termination, or otherwise as may be required in accordance with the provisions of the Existing Share Award Scheme.”
3. “**THAT** subject to and conditional upon the passing of resolutions numbered 1 and 2, the Scheme Mandate Limit (as defined in the 2023 Share Option Scheme and the 2023 Share Award Scheme) on the total number of Shares which may be issued in respect of all options and awards involving issue of new Shares that may be granted under the 2023 Share Option Scheme, the 2023 Share Award Scheme and any other share scheme(s) of the Company, representing 10% of the total number of Shares in issue at the date of the passing of this resolution, be and is hereby approved and adopted and any directors of the Company be and is hereby authorized to take all such steps and attend all such matters, approve and execute (whether under hand or under seal) such documents and do such other things, for and on behalf of the Company, as he may in his absolute discretion consider necessary, desirable or expedient to effect and implement the Scheme Mandate Limit.”

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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4. “**THAT** subject to and conditional upon the passing of resolutions numbered 1 and 2, the Service Provider Sublimit (as defined in the 2023 Share Option Scheme and the 2023 Share Award Scheme) on the total number of Shares which may be issued in respect of all options and awards involving issue of new Shares that may be granted under the 2023 Share Option Scheme, the 2023 Share Award Scheme and any other share scheme(s) of the Company to the Service Providers (as defined in the 2023 Share Option Scheme and the 2023 Share Award Scheme), representing 1% of the total number of Shares in issue at the date of the passing of this resolution, be and is hereby approved and adopted and any directors of the Company be and is hereby authorized to take all such steps and attend all such matters, approve and execute (whether under hand or under seal) such documents and do such other things, for and on behalf of the Company, as he may in his absolute discretion consider necessary, desirable or expedient to effect and implement the Service Provider Sublimit.”

By order of the Board  
**Brii Biosciences Limited**  
**Dr. Zhi Hong**  
*Chairman*

Hong Kong, August 4, 2023

*Registered office:*  
PO Box 309, Ugland House  
Grand Cayman, KY1 – 1104  
Cayman Islands

*Principal place of business in Hong Kong:*  
5/F, Manulife Place  
348 Kwun Tong Road  
Kowloon, Hong Kong

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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*Notes:*

1. **Virtual EGM**

The Company will conduct a virtual EGM using the Tricor e-Meeting System which allows shareholders to participate the EGM online in a convenient and efficient way from anywhere with an internet connection. Shareholders will be able to view the live video broadcast of the EGM and participate in voting and submit questions online via their mobile phones, tablet, or computers.

***How to attend and vote***

Shareholders who wish to attend the EGM and exercise their voting rights can be achieved in one of the following ways:

- (1) attend the EGM via an online platform, namely, the Tricor e-Meeting System, which enables live streaming and interactive platform for questions and answers and submission of their votes online; or
- (2) appoint the chairman of the EGM or other persons as their proxies to vote on their behalf via the Tricor e-Meeting System.

Your proxy's authority and instruction will be revoked if you attend and vote via the Tricor e-Meeting System.

For the beneficial owners whose Shares are held through banks, brokers, custodians or the Hong Kong Securities Clearing Company Limited would like to attend the EGM, they should consult directly with their banks or brokers or custodians (as the case may be) for the necessary arrangements.

2. The register of members of the Company will be closed from Wednesday, August 16, 2023 to Monday, August 21, 2023, both dates inclusive, for the purpose of ascertaining the entitlement of the shareholders of the Company to attend and vote at the EGM. In order to be eligible to attend and vote at the EGM, all transfer documents accompanied by the relevant share certificates must be lodged for registration with the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not later than 4:30 p.m. on Tuesday, August 15, 2023.
3. A shareholder of the Company entitled to attend and vote at the EGM convened by this notice is entitled to appoint one or more proxy to attend and vote in his stead. A proxy need not be a shareholder of the Company. If more than one proxy is so appointed, the appointment shall specify the number and class of shares of the Company in respect of which each such proxy is so appointed.
4. To be valid, a form of proxy, together with any power of attorney or other authority (if any) under which it is signed, or a notarially certified copy thereof, must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not less than 48 hours before the time appointed for holding the EGM (i.e. not later than 9:00 a.m. on Saturday, August 19, 2023) or any adjournment thereof (as the case may be). Completion and return of a form of proxy will not prevent shareholders from attending and voting at the EGM if they so wish.

If your proxy (except when the chairman of the EGM is appointed as proxy) wishes to attend the EGM and vote online, you must provide a valid email address of your proxy to the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited. If no email address is provided, your proxy cannot attend the EGM and vote online. The email address so provided will be used by the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, for providing the login details for attending and voting at the EGM via the Tricor e-Meeting System. If your proxy has not received the login details by email by 5:00 p.m. on Sunday, August 20, 2023, you should contact the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, via telephone hotline at (852) 2975 0928 or via email at [emeeting@hk.tricorglobal.com](mailto:emeeting@hk.tricorglobal.com) for the necessary arrangements.

5. In the case of joint registered holders of any shares of the Company, one of such joint registered holders may vote at the EGM in respect of such shares as if he/she/it were solely entitled thereto; but if more than one of such joint registered holders are present at the EGM, the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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6. All resolutions at the EGM will be taken by poll (except where the chairman decides to allow a resolution relating to a procedural or administrative matter to be voted on by a show of hands) pursuant to the Listing Rules. The results of the poll will be published on the website of the Company at <http://www.briibio.com> and on the website of the Stock Exchange at <http://www.hkexnews.hk> in accordance with the Listing Rules.
7. A circular containing further details concerning all ordinary resolutions set out in the above notice will be sent to all shareholders of the Company on August 4, 2023 (the “**Circular**”).
8. References to time and dates in this notice are to Hong Kong time and dates.

*As at the date of this notice, the Board comprises Dr. Zhi Hong and Dr. Ankang Li as executive Directors; Mr. Robert Taylor Nelsen as non-executive Director; and Dr. Martin J Murphy Jr, Ms. Grace Hui Tang, Mr. Yiu Wa Alec Tsui, Mr. Gregg Huber Alton and Dr. Taiyin Yang as independent non-executive Directors.*