
THIS SUPPLEMENTAL CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all your shares in Human Health Holdings Limited, you should at once hand this supplemental circular and the accompanying form of proxy to the purchaser or transferee or to the bank, the licensed securities dealer or registered institution or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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Human Health Holdings Limited

盈健醫療集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1419)

**SUPPLEMENTAL CIRCULAR TO THE COMPANY'S CIRCULAR TO
SHAREHOLDERS DATED 31 OCTOBER 2023**

- (1) PROPOSED ADOPTION OF SHARE AWARD SCHEME;
(2) PROPOSED AMENDMENTS TO THE 2016 SHARE OPTION SCHEME;
(3) PROPOSED AMENDMENTS TO THE MEMORANDUM AND
ARTICLES OF ASSOCIATION;
AND
(4) SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING**
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The supplemental circular should be read together with the Company's circular (the "**Initial Circular**") dated 31 October 2023 to Shareholders.

The notice ("**Initial AGM Notice**") of the annual general meeting of the Company (the "**AGM**") to be held at Room 02, 12/F, The Center, 99 Queen's Road Central, Central, Hong Kong on Thursday, 7 December 2023 at 11:30 a.m. was set out in the Initial Circular. A supplemental notice of the AGM dated 10 November 2023 (the "**Supplemental AGM Notice**") is set out on pages 76 to 81 of this supplemental circular. By such Supplemental AGM Notice, additional resolutions will be proposed for Shareholders' consideration at the AGM, in relation to the proposed adoption of Share Award Scheme, proposed amendments to 2016 Share Option Scheme and proposed amendments to the memorandum and articles of association of the Company, details of which are set out in this supplemental circular.

The second proxy form for use at the AGM (the "**Second Proxy Form**"), which contains the additional resolutions to be proposed at the AGM, is sent together with this supplemental circular in which the Supplemental AGM Notice is set out. Any shareholder who has not yet lodged the form of proxy as enclosed in the Initial Circular (the "**Initial Proxy Form**") with the Company is requested to lodge the Second Proxy Form if he/she wishes to appoint proxies to attend the AGM on his/her behalf. In such case, the Initial Proxy Form should not be lodged with the Company. Whether or not you intend to attend the AGM, you are advised to read the Supplemental AGM Notice and complete the enclosed Second Proxy Form in accordance with the instructions printed thereon as soon as possible and return the same to the branch share registrar of the Company 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 less than 48 hours before the time appointed for holding the AGM or any adjournment thereof. Completion and return of the Second Proxy Form will not preclude you from attending and voting in person at the AGM or any adjourned meetings if you so wish and in such event the relevant form(s) of proxy shall be deemed revoked.

10 November 2023

DEFINITIONS

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

“2016 Share Option Scheme”	the share option scheme adopted by the Company on 17 February 2016
“Adoption Date”	the date on which the Share Award Scheme and/or the Amended Share Option Scheme (as the case may be) is adopted by ordinary resolutions to be passed by the Shareholders at the AGM
“AGM”	the annual general meeting of the Company to be held at Room 02, 12/F, The Center, 99 Queen’s Road Central, Central, Hong Kong on Thursday, 7 December 2023 at 11:30 a.m. or at any adjournment thereof, the Initial AGM Notice of which was set out in the Initial Circular and the Supplemental AGM Notice of which is set out on pages 76 to 81 of this supplemental circular
“Amended Rules”	the amendments to Chapter 17 of the Listing Rules relating to share schemes of listed issuers, which took effect on 1 January 2023
“Amended Share Option Scheme”	the amended share option scheme which incorporates all of the Proposed Share Option Scheme Amendments to the 2016 Share Option Scheme
“Articles of Association”	the second amended and restated articles of association of the Company currently in effect, as may be amended from time to time, and “Article” shall mean an article of the Articles of Association
“Award”	an award granted by the Board or the Committee to a Grantee of a conditional right for such Grantee to receive such number of Award Shares under the Share Award Scheme, subject to the satisfaction of vesting conditions and such other terms and conditions, as the Board or the Committee may in its absolute discretion determine
“Award Share(s)”	in respect of a Grantee, such number of Share(s) underlying the Award(s) as determined by the Board or the Committee, and as may be issued as new Shares or acquired through on-market or off-market purchases of Shares (as the case may be), in accordance with the terms of the Share Award Scheme

DEFINITIONS

“Board”	the board of Directors
“close associate(s)”	has the same meaning as ascribed to it under the Listing Rules
“Committee”	the person(s) from time to time delegated by the Board, whom may be directors or senior managers of a Group Company, with the power and authority to administer the Share Award Scheme in accordance with the terms of the Share Award Scheme or the Amended Share Option Scheme in accordance with the terms of the Amended Share Option Scheme (as the case may be)
“Company”	Human Health Holdings Limited, a company incorporated in the Cayman Islands with limited liability and whose Shares are listed on the Main Board of the Stock Exchange (Stock Code: 1419)
“Director(s)”	the director(s) of the Company
“Disability”	a disability, whether temporary or permanent, partial or total as determined by the Board or the Committee in its absolute discretion
“Eligible Participant(s)”	<p>in relation to the Share Award Scheme and Amended Share Option Scheme, any person belonging to the following classes of participants:</p> <ul style="list-style-type: none">(a) any director of a Group Company;(b) any Employee Participant;(c) any Related Entity Participant; and(d) any Service Provider
“Employee Participant(s)”	any employee (whether full time or part time) of a Group Company
“Grant Notice”	shall have the meaning ascribed to it in paragraph 8(a) of Appendix I of this supplemental circular

DEFINITIONS

“Grantee”	any Selected Participant who has accepted the offer of the grant of an Award in accordance with the terms of the Share Award Scheme or any Eligible Participants who has accepted the offer of the grant of an Option in accordance with the terms of the Amended Share Option Scheme (as the case may be), where the context so permits, any person entitled to any such Award or Option (as the case may be) in consequence of the death of the original Grantee or the legal personal representative of such person
“Group”	the Company and its subsidiaries
“Group Company”	the Company or any of its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Initial AGM Notice”	the notice of the Company dated 31 October 2023 convening the AGM
“Initial Circular”	the circular of the Company dated 31 October 2023
“Initial Proxy Form”	the form of proxy as enclosed to the Initial Circular
“Latest Practicable Date”	6 November 2023 being the latest practicable date prior to the printing of this supplemental circular for the purpose of ascertaining certain information contained in this supplemental circular
“Listing Committee”	the listing committee of the Stock Exchange
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Memorandum”	the memorandum of association of the Company currently in effect, as may be amended from time to time

DEFINITIONS

“Misconduct”

in respect of a Grantee, any of the following:

- (i) an act of fraud or dishonesty or serious misconduct, whether or not in connection with his employment, provision of service or contractual engagement with any member of the Group and whether or not it has resulted in his employment, provision of service or contractual engagement being terminated by the relevant member of the Group;
- (ii) material non-compliance with the terms of his employment contract, service contract or other contract with any member of the Group or disobedience of any orders or instructions given by any member of the Group, as the case may be;
- (iii) where the Grantee has been declared bankrupt or adjudged to be bankrupt by a competent court or governmental body or has failed to pay his debts as they fall due within the meaning of the Bankruptcy Ordinance (Chapter 6 of the Laws of Hong Kong) or any other applicable laws, rules or regulations;
- (iv) where the Grantee has become otherwise insolvent or has made any arrangements or compositions with his creditors generally or an administrator has taken possession of any of his assets;
- (v) where the Grantee has been convicted of any criminal offence involving his, her or its integrity or honesty;
- (vi) where the Grantee has been convicted of or is being held liable for any offence under or any breach of the SFO or other securities laws or regulations in Hong Kong or any other applicable laws or regulations in force from time to time; or
- (vii) where the Grantee has, in the sole opinion of the Board or the Committee, conducted himself in any manner whatsoever to the detriment of or prejudicial to the interests of any member of the Group

DEFINITIONS

“New Memorandum and Articles of Association”	the amended and restated memorandum of association and the third amended and restated articles of association of the Company incorporating the Proposed Amendments as set out in Appendix III to this supplemental circular proposed to be adopted at the AGM
“Nomination Committee”	the nomination committee of the Company
“Offer”	an offer of the grant of the Option(s) made pursuant to the Amended Share Option Scheme
“Offer Date”	the date on which an Offer is made to an Eligible Participant pursuant to the Amended Share Option Scheme
“Offer Letter”	the Offer made to an Eligible Participant in writing in such form as the Board may from time to time determine under the Amended Share Option Scheme
“Option(s)”	option(s) to subscribe for Shares granted pursuant to the 2016 Share Option Scheme and the Amended Share Option Scheme
“Other Distributions”	shall have the meaning as set out in paragraph 10(a) of Appendix I of this supplemental circular
“Partial Lapse”	shall have the meaning as set out in paragraph 12(b) of Appendix I of this supplemental circular
“PRC”	the People’s Republic of China, but for the purpose of this supplemental circular does not include Hong Kong, the Macau Special Administrative Region and Taiwan
“Proposed Amendments”	the proposed amendments to the Memorandum and the Articles of Association, details of which are set out in Appendix III to this supplemental circular
“Proposed Share Option Scheme Amendments”	the proposed amendments to the 2016 Share Option Scheme as set out in Appendix II to this supplemental circular
“Related Entity Participant”	any director or employee of any holding company or fellow subsidiary or associated company of the Company

DEFINITIONS

“Scheme Mandate Limit”	the total number of Shares which may be issued in respect of all options and awards to be granted under the Amended Share Option Scheme, the Share Award Scheme and any other Share Schemes shall not in aggregate exceed 10% of the Shares in issue as at the date of approval of the Amended Share Option Scheme, the Share Award Scheme and any other Share Schemes
“Second Proxy Form”	the second form of proxy for the AGM enclosed with this supplemental circular
“Selected Participant”	any Eligible Participant selected by the Board or the Committee in its absolute discretion to be offered with the grant of an Award pursuant to the Share Award Scheme
“Service Provider”	(a) (i) any medical or dental practitioner or (ii) any medical or dental professional, in each case, who provides medical and healthcare services to the customers of the Group; or (b) any service provider who provides medical and healthcare related advisory services to the Group; and in each case, as an independent contractor, adviser or consultant (whether directly engaged by the Group or through his/her service company) and provides services to the Group on a continuing or recurring basis in his/her/its ordinary and usual course of business which are in the interests of the long-term growth of the Group
“Service Provider Sub-limit”	the total number of Shares which may be issued in respect of all options and awards to be granted under the Amended Share Option Scheme, the Share Award Scheme and any other Share Schemes of the Group to the Service Providers shall not in aggregate exceed 8% of the total number of Shares in issue as at the date of approval of the Amended Share Option Scheme, the Share Award Scheme and any other Share Schemes
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company

DEFINITIONS

“Share Award Scheme”	the share award scheme proposed to be adopted at the AGM, a summary of the principal terms of which is set out in Appendix I to this supplemental circular
“Share Schemes”	collectively, the share option schemes and share award schemes involving the issue of new Shares adopted or to be adopted by the Company from time to time and which includes the Share Award Scheme and Amended Share Option Scheme
“Shareholder(s)”	the holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Price”	the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option pursuant to the Amended Share Option Scheme
“Supplemental AGM Notice”	the supplemental notice of the AGM of the Company dated 10 November 2023 as enclosed to this supplemental circular
“Total Lapse”	shall have the meaning as set out in paragraph 12(a) of Appendix I of this supplemental circular
“Trust Deed”	the trust deed as may be entered into by the Company as settlor and the Trustee as trustee (as amended, restated, supplemented or otherwise modified from time to time) in respect of the appointment of the Trustee for the administration of the Share Award Scheme
“Trustee”	the trustee as may be appointed by the Company from time to time for the administration of the Share Award Scheme
“Vesting Date”	in relation to an Award granted to a Grantee, the date or each such date, as determined by the Board or the Committee, on which the Award is to be vested in such Grantee in respect of all or a proportion of the Award Shares, subject to and in accordance with the terms and conditions of the relevant Award and the rules of the Share Award Scheme
“Vesting Notice”	shall have the meaning as set out in paragraph 7(b) of Appendix I of this supplemental circular

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“Vesting Period”	in relation to an Award granted to a Grantee, the period commencing on the date of the Grant Notice and ending on the Vesting Date (both dates inclusive)
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent

LETTER FROM THE BOARD



Human Health Holdings Limited

盈健醫療集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1419)

Executive Directors:

Mr. Chan Kin Ping, BBS, JP

(Chairman & Chief Executive Officer)

Dr. Pang Lai Sheung

Mr. Poon Chun Pong

Dr. Sat Chui Wan (resigned on 1 March 2023)

Independent non-executive Directors:

Dr. Lui Sun Wing

Mr. Chan Yue Kwong Michael

Mr. Sin Kar Tim

Registered office:

Cricket Square, Hutchins Drive

P.O. Box 2681

Grand Cayman KY1-1111

Cayman Islands

Principal place of business:

12th Floor

Enterprise Square Two

3 Sheung Yuet Road

Kowloon Bay, Kowloon

Hong Kong

10 November 2023

To the Shareholders

Dear Sir or Madam,

**SUPPLEMENTAL CIRCULAR TO THE COMPANY'S CIRCULAR TO
SHAREHOLDERS DATED 31 OCTOBER 2023**

- (1) PROPOSED ADOPTION OF SHARE AWARD SCHEME;
(2) PROPOSED AMENDMENTS TO THE 2016 SHARE OPTION SCHEME;
(3) PROPOSED AMENDMENTS TO THE MEMORANDUM AND
ARTICLES OF ASSOCIATION;
AND
(4) SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING**

1. INTRODUCTION

This supplemental circular should be read together with the Initial Circular which contains, *inter alia*, the Initial AGM Notice and the information relating to (i) proposed general mandates to issue and repurchase Shares; (ii) proposed re-election of Directors; and (iii) proposed re-appointment of auditor.

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The purpose of this supplemental circular is to provide you with information regarding, the additional resolutions to be proposed in the AGM in relation to, *inter alia*, (i) the adoption of Share Award Scheme; (ii) the amendments to the 2016 Share Option Scheme; (iii) the amendments to the Memorandum and Articles of Association; and (iv) the supplemental notice of AGM.

2. PROPOSED ADOPTION OF SHARE AWARD SCHEME

The Board is pleased to announce that, on 26 September 2023, the Board has resolved to propose the adoption of the Share Award Scheme for the approval by the Shareholders at the AGM. A summary of the principal terms of the Share Award Scheme is set out in Appendix I to this supplemental circular.

To enable the Company to grant share awards as part of its incentives and rewards to the Eligible Participants for the growth and development of the Group, the Board proposed the adoption of the Share Award Scheme with terms in compliance with Chapter 17 of the Listing Rules. The Directors consider that the adoption of the Share Award Scheme is in the interests of the Company and the Shareholders as a whole.

Other Details of the Share Award Scheme

(a) Purpose

The purposes of the Share Award Scheme are to recognise and reward the Eligible Participants for their contribution and continuing efforts to promote the growth and development of the Group, to give incentives to the Eligible Participants in order to retain them for the continual operation and development of the Group and align the interests of the Eligible Participants with those of the Group, as well as to attract suitable personnel to contribute to the continual operation and further development of the Group.

(b) Eligible Participants and basis for determining eligibility of participants

The Eligible Participants under the Share Award Scheme shall comprise any of the following: (i) directors of any Group Company; (ii) Employee Participants; (iii) Related Entity Participants; and (iv) Service Providers.

In assessing the eligibility of any director of a Group Company or Employee Participant, the Board or the Committee may consider, among other things, such Eligible Participant's individual performance, time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard, the length of employment or engagement with the Group, contribution and/or future contribution to the development and growth of the Group.

LETTER FROM THE BOARD

In assessing the eligibility of Related Entity Participants, the Board will consider, among others, their participation and contribution to the development of the Group and/or the extent of benefits and synergies brought to the Group. Related Entity Participants may also contribute to the Group by providing professional expertise, resources and specific knowledge on the market it operates, providing guidance with respect to potential expansion into new markets which allow the Group to capture new opportunities for business development. As such, the Company intends to recognise the importance of any past or future contribution and to incentivise them by including them as Eligible Participants and granting Awards to them accordingly based on their performance, which may in turn further strengthen the collaboration and ties with Group.

In the case of Service Providers, such category of participants include (a) (i) any medical or dental practitioner or (ii) medical or dental professional, in each case who provides medical and healthcare services to the customers of the Group; or (b) any service provider who provides medical and healthcare related advisory services to the Group; and in each case, as an independent contractor, adviser or consultant (whether directly engaged by the Group or through his/her service company) and provides services to the Group on a continuing or recurring basis in his/her/its ordinary and usual course of business which are in the interests of the long-term growth of the Group.

In assessing the eligibility of any Service Provider and whether such Service Provider provides services on a continuing or recurring basis in his, her or its ordinary and usual course of business, the Board or the Committee will take in account all relevant factors as appropriate, including, among others,

- (a) the types of services the Service Provider had performed or will perform for the Group or for customers of the Group;
- (b) the individual performance of the Service Provider;
- (c) the relevant experience or expertise of the Service Provider;
- (d) the period of service or engagement to the Group by the Service Provider;
- (e) the Service Provider's contribution and/or future contribution to the development and growth of the Group; and
- (f) other factors, including but not limited to the capability, expertise, technical know-how and/or the synergy between the relevant Service Provider and the Group.

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In particular, the Board or the Committee will consider the following to determine whether a Service Provider has provided services on a continuing or recurring basis in his, her or its ordinary course of business:

- (a) whether the Service Provider has entered into a consultancy agreement with the Group which is not subject to any fixed term of service (other than those constituted as continuing connected transactions of the Company);
- (b) whether the amount of time (for example, the number of hours each week) the Service Provider would be required to provide services to the Group or its customers pursuant to his or her consultancy agreement would be considered regular, continuous or recurring;
- (c) whether the Service Provider has already provided medical or healthcare services to the customers of the Group for a continuous period of time under his or her consultancy agreement;
- (d) in respect of service providers who provide medical and healthcare related advisory services to the Group, the Board or Committee would consider whether such Service Provider has entered into a service agreement/appointment letter with the Group, which does not have a fixed term period (other than those constituted as continuing connected transactions of the Company) and/or has provided services to the Group for a continuous period of time.

The practice of the Group is to engage medical or dental practitioners and medical or dental professionals as service providers as independent contractors under consultancy agreements, which do not have any term periods (other than those constituted as continuing connected transactions of the Company), pursuant to which such medical or dental practitioners and medical or dental professionals would provide medical or healthcare services in their ordinary course of business to customers of the Group on a continuous and recurring basis. As such, the medical or dental practitioners and medical or dental professionals who fulfil these criteria would be considered by the Board or Committee in determining whether they are eligible under the Share Award Scheme and the Amended Share Option Scheme.

Further, the Group would also engage service providers who provide medical and healthcare related advisory services to the Group on a continuous and recurring basis, such as professors, doctors or experts with a particular medical expertise, who would provide advisory services to the Group. For example, the Company may appoint such service providers as members of the Company's Medical Innovation and Technology Advisory Board, which is, among other things, responsible for advising the Company on matters related to medical innovation and technology, aiming to upgrade the Company's technological level and introduce innovative ideas to the Company's businesses and on how to foster the collaboration between the Company and the third parties in relation to medical innovation and technology and advising suitable candidate(s) for the facilitation of the

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business of the Company. The Company understands that in addition to providing advisory services to the Group, such service providers may also conduct teaching or educational activities in his or her ordinary course of business.

The Directors (including the independent non-executive Directors) consider that each of the proposed categories of Service Providers are in line with the Company's business needs and the industry norm, and the criteria for the selection of Service Providers and the terms of grant align with the purpose of the Share Award Scheme, based on the following reasons:

- (a) it is the nature and norm of the industry in which the Group operates to grant Award Shares to Service Providers. The core and principal business of the Group is the provision of medical and healthcare services to customers, in which the medical or dental practitioners and medical or dental professionals engaged by the Group play a significant role in providing such services to the customers. It is in line with the industry norm and also the practice of the Group to engage medical or dental practitioners and medical or dental professionals as service providers as independent contractors. The specialised skill and knowledge and the professional services that the medical or dental practitioners and medical or dental professionals provide for the Group are key to the successful business development of the Group;
- (b) the Group has collaborated with independent contractors, consultants, advisors who provide medical and healthcare related advisory services to the Group. These Service Providers have played important roles in advising on the Group's business development by contributing their specialised knowledge, experience and extensive connections in the market and in the medical and healthcare industry and providing insights for the Group's business operation, management, training, and development;
- (c) the purpose of the Share Award Scheme is to, among other things, recognise and reward Eligible Participants for their contribution and continuing efforts to promote the growth and development of the Group. The Directors (including the independent non-executive Directors) considers that granting Awards to the Service Providers will align their long-term interests with those of the Group and the Shareholders, while maintaining the necessary flexibility for the Board to exercise its discretion in determining which Service Providers have provided or will provide material value to, or have or will have an important role in the Group's long-term growth and development. Therefore, the Directors (including the independent non-executive Directors) considers the inclusion of the Service Providers as Eligible Participants under the Share Award Scheme is fair and reasonable; and

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- (d) the Directors (including the independent non-executive Directors) also consider that it is beneficial to include the Service Providers as Eligible Participants since a sustainable and stable relationship with them is essential to the business development of the Group, and that the grant of Awards to these Service Providers will align their interests with the Group's, incentivising them to provide better services to the Group or its customers and to contribute to the success of the Group in the long run.

In light of the above, the Directors (including the independent non-executive Directors) consider that the inclusion of Service Providers and Related Entity Participants aligns with the purpose of the Share Award Scheme and the long term interests of the Company and its Shareholders, and the proposed categories of the Service Providers and the Related Entity Participants are in line with the Company's business needs and the industry norm, and the criteria for the selection of Eligible Participants and the discretion afforded to the Board to impose different terms and conditions on Awards align with the purpose of the Share Award Scheme.

(c) Scheme Mandate Limit and Service Provider Sub-limit

The aggregate maximum number of Shares ("**Scheme Mandate Limit**") which (i) may be issued or allotted by the Company in respect of all the Awards to be granted under this Share Award Scheme and the Options to be granted under the Amended Share Option Scheme, and all the share options and share awards to be granted under any other Share Scheme(s); and (ii) where applicable, to be subscribed for and/or purchased by the Trustee for the purpose of the Share Award Scheme, shall not in aggregate exceed 10% of the total number of issued Shares as at the Adoption Date or the relevant date of approval of the refreshment of the Scheme Mandate Limit.

The aggregate maximum number of Shares ("**Service Provider Sub-limit**") which (i) may be issued or allotted by the Company in respect of all Awards to be granted to all Service Providers pursuant to the Share Award Scheme and the Options to be granted to all Service Providers under the Amended Share Option Scheme and all the share options and share awards to be granted to all Service Providers under any other Share Scheme(s); and (ii) where applicable, to be subscribed for and/or purchased by the Trustee for the purpose of the Share Award Scheme, shall not exceed 8% of the total number of issued Shares as at the Adoption Date or the relevant date of approval of the refreshment of the Service Provider Sub-limit.

As at the Latest Practicable Date, the Company had a total of 379,552,233 Shares in issue. Assuming that there is no change in the total number of Shares in issue between the period from the Latest Practicable Date up to the Adoption Date, (i) the Scheme Mandate Limit will be 37,955,223 Shares, representing 10% of the total number of Shares in issue as at the Adoption Date; and (ii) the Service Provider Sub-limit will be 30,364,178 Shares, representing 8% of the total number of Shares in issue as at the Adoption Date.

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In determining the Service Provider Sub-limit, the Directors considered the importance of contribution of the Service Provider to the day-to-day business of the Group, and considered that it is important to ensure that the Share Award Scheme is attractive and provide sufficient incentives and motivation to the existing service providers, including the medical practitioners, dental practitioners, medical professionals and dental professionals engaged by the Group, and can attract more qualified medical practitioners, dental practitioners, medical professionals and dental professionals to provide quality services to the customers of the Group.

The Directors have also taken into account the actual or expected contribution in the Group's revenue or profits which is attributable to the Service Providers, and the Service Providers' contribution to the long-term growth of the Group's business as one of the factors when determining the Service Provider Sub-limit. The Group engages Service Providers to provide services to the customers of the Group in connection with the provision of healthcare services, which are the core and principal business of the Group. The Company and the Service Providers have always had a close working relationship. Despite that the Service Providers are not employed by the members of the Group, the Service Providers are nonetheless valuable human resources to the Group and to the Group's businesses.

Further, in determining the Service Provider Sub-limit, the Directors have considered the proportion of the average fees paid to each medical or dental practitioner/professional who provides services to customers of the Group compared to the average wages and salaries paid to each employee (including executive Director) of the Group. With reference to the audited consolidated financial statements of the Group for the year ended 30 June 2023, the total fees paid to medical or dental practitioners/professionals of the Group were approximately HK\$189,307,000. Based on the average number of medical or dental practitioners/professionals of 228.5 during the year ended 30 June 2023, the average fees paid to each medical or dental practitioner/professional for the year ended 30 June 2023 was therefore approximately HK\$828,000. On the other hand, the total wages and salaries paid to all employees (including executive Directors) of the Group were approximately HK\$286,959,000 for the year ended 30 June 2023. Based on the average number of employees of 1,276.5 during the year ended 30 June 2023, the average wages and salaries paid to each employee (including executive Director) for the year ended 30 June 2023 were therefore approximately HK\$225,000. Hence, the average fees paid to each medical or dental practitioner/professional who provides services to customers of the Group have amounted to approximately 78.6% of the total of the average fees paid to each medical or dental practitioner/professional and the average wages and salaries paid to each employee (including executive Director) of the Group.

The Service Provider Sub-limit would provide the Group with flexibility to provide equity incentives (instead of expending cash resources in the form of monetary consideration) to reward and collaborate with Service Providers which are not employees of

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the Group but have exceptional expertise and are able to contribute to the Group in a way substantively comparable to contribution of highly-skilled or executive employees of the Group.

The Board has determined the Service Provider Sub-limit, and the Directors (including the independent non-executive Directors) are of the view that it is appropriate and reasonable, by taking into account, among other things, the following factors:

- (i) The proportion of the average fees paid to each medical or dental practitioner/professional who provides services to customers of the Group compared to the average wages and salaries paid to each employee (including executive Director) of the Group. Please refer to the above for details;
- (ii) the business model of the Group which is primarily based on the engagement of the Service Providers to provide medical and healthcare service to the customers of the Group and the contribution of the Service Providers to the day-to-day business and operations of the Group. Please refer to the above for details;
- (iii) the actual or potential benefits, commercially and/or financially, to be brought by the Service Providers to facilitate the long-term and sustainable development and growth of the Group;
- (iv) the benefit to and needs of the Group to provide attractive and long-term equity incentives to maintain the recurring and continuing contributions of the Service Providers in relation to day-to-day operations and core business functions of the Group. Please refer to the above for details;
- (v) the nature and norm of the medical and healthcare businesses and companies in the same industry for Service Providers to be the primary providers of the services provided by the Group to its customers. Please refer to the above for details;
- (vi) the fact that the Company expects that a majority of the Award Shares or Options (as the case may be) will be granted to the Service Providers for the reasons set out above and as such there is a need to reserve a larger portion of the Scheme Mandate Limit for grants to the Service Providers; and
- (vii) the previous grants of Options by the Company to the Service Providers. The Company had granted 700,000 Options out of 3,200,000 to the Service Providers under the 2016 Share Option Scheme, reflecting the Company's business needs for Service Providers to be included in the scope of Eligible Participants to realise the abovementioned benefits to the Company. Going forward, the Company intends to grant Awards or Options to Service Providers under either the Share Award Scheme or the Amended Share Option Scheme, which gives the

LETTER FROM THE BOARD

Board flexibility to determine which form of remuneration would be more attractive to the Services Providers who provide services to the Group or its customers.

The Service Provider Sub-limit is subject to separate approval by the Shareholders at the AGM.

(d) Vesting Period

The Vesting Period in respect of any Award shall be not less than twelve (12) months (or such other period as the Listing Rules may prescribe or permit), save for any of the following circumstances in which a shorter Vesting Period may be imposed by the Board or the Committee in its absolute discretion in relation to grant of Awards to directors of Group Companies or the Employee Participants:

- (a) grants of “make whole” Awards to any directors of Group Companies or Employee Participants who are new joiners to replace the share awards or options they forfeited when leaving the previous employer;
- (b) grants of Awards with performance-based vesting conditions in lieu of time-based vesting criteria;
- (c) grants of Awards to directors of Group Companies or Employee Participants whose employment or engagement is terminated due to retirement (including early retirement agreed with the relevant member of the Group), death, Disability or event of force majeure;
- (d) grants of Awards in batches during a year for administrative or compliance reasons, including Awards that should have been granted earlier but had to wait for a subsequent batch if not for such administrative or compliance reasons, in which case the Vesting Period may be shorter to reflect the time from which the Awards would have been granted;
- (e) grants of Awards with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of twelve (12) months; or
- (f) grants of Awards with a total vesting and holding period of more than twelve (12) months.

Considering that the purpose of the Share Award Scheme is to recognise and reward the Eligible Participants for their contribution to the growth and development of the Group, the Board consider that a shorter vesting period for directors of Group Companies or Employee Participants is reasonable for the Company to reward such Eligible Participants in particular, where Awards have been granted due to their previous contribution to the Group which may require a shorter vesting period before their retirement, the Company

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considers that the retirement of the directors of Group Companies or Employee Participants should not cause the Awards granted to them to lapse which would negate their prior contributions to the Group.

The Board considers that such circumstances allow flexibility for the Company to (i) provide competitive terms to attract and induce valuable talent to join the Group; (ii) address instances where the 12-month vesting period requirement would not be practicable or fair due to administrative or technical reasons; (iii) reward exceptional performers with accelerated vesting; and (iv) motivate individuals based on performance metrics rather than time-based vesting criteria. Therefore, the Board is of the view that the vesting period requirements (including the circumstances in which a shorter vesting period may apply) are appropriate and align with the purpose of the Share Award Scheme.

The vesting period of the Awards granted to non-employees participants will not be less than 12 months in any event, including but not limited to, liquidation of the Company and termination of the Share Award Scheme.

(e) Purchase Price

Unless otherwise determined by the Board or the Committee in its absolute discretion at the relevant time for each individual Award, a Selected Participant is not required to pay any grant or purchase price or make any other payment to the Company for accepting an offer of the Award granted pursuant to the Grant Notice, nor is the Selected Participant required to pay any subscription or purchase price for the vesting of the Awards or the receipt of the Award Shares. The Board considers that it is consistent with the purpose of the Share Award Scheme for the Company to retain discretion to consider the purchase price, if any, for an Award and the underlying Award Shares so that meaningful reward may be provided to Selected Participants in recognition of their contribution or potential contribution to the Group.

(f) Performance Targets

The Share Award Scheme sets out the qualitative description of possible performance targets related to financial and non-financial parameters of the Group and/or individual performance indicators (as set out in Appendix I to this supplemental circular) and allows discretion for the Board or the Committee to determine whether any performance targets will be specified in respect of each Award on a case-by-case basis, for the purpose of motivating Selected Participants to strive for the future development and expansion of the Group. As each Selected Participant has a different position or role with respect to the Group and may contribute to the Group differently in terms of nature, duration or significance, it may not be appropriate to impose a generic set of performance targets for each Award. Therefore, the Share Award Scheme does not prescribe the performance targets that must be met before each Award may vest. However, the Board or the Committee shall specify the conditions including any performance targets for each Award in the Grant Notice. The Board considers that it is more beneficial for the Company to have flexibility

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to determine whether and to what extent any performance targets will be attached to each Award in light of the specific circumstances of each Selected Participant.

(g) Lapse of Awards

The unvested Awards to a Grantee shall automatically lapse forthwith in the event that, among other things, the Grantee ceases to be an Eligible Participant or the Grantee commits any Misconduct. The Board considers that such mechanism aligns with the purpose of the Share Award Scheme as it would not be beneficial to the Group for the Grantee to continue to benefit from the unvested Awards.

If a notice is given by the Company to the Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company prior to the Vesting Date of any Award, the Board or the Committee shall determine in its absolute discretion whether such Award shall vest and the period within which such Award shall vest, subject to the requirements of the Listing Rules.

(h) Clawback Mechanism

Save for as set out in paragraph 12(a) and (b) of Appendix I of this supplemental circular, unless otherwise determined by the Board or Committee, there is no clawback mechanism under the Share Award Scheme to recover or withhold the remuneration (which may include any Awards granted or Award Shares that have vested and been transferred to Selected Participants) to any Selected Participants.

The Board considers that, generally speaking, the Awards Shares which have vested and transferred to Selected Participants should be retained by them, in particular, where such Award Shares have vested due to the fulfilment of any performance targets set by the Board or for past contributions to the Group. The Board also considers that the Company is adequately protected by the lapse of unvested Awards in the event that a Selected Participant is in breach of the conditions set out in paragraph 12(a) and (b) of Appendix I of this supplemental circular.

In any event, the Board considers that it is more beneficial for the Company to have flexibility in setting out the particular clawback mechanism in the terms and conditions of the Awards to such Grantee as each Grantee is expected to contribute to the long-term development of the Group in different ways. Accordingly, the Directors consider not setting out any clawback mechanism for vested Awards in the Share Award Scheme aligns with the purpose of the Share Award Scheme.

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General

The adoption of the Share Award Scheme is conditional upon:

- (i) the passing of ordinary resolution(s) by the Shareholders at the AGM to (1) approve and adopt the Share Award Scheme; (2) authorize the Board to grant Award Shares under the Share Award Scheme; (3) authorize the Board to allot and issue or transfer Shares in respect of any Award Shares to be granted pursuant to the Share Award Scheme; and (4) approve the Scheme Mandate Limit and the Service Provider Sub-limit; and
- (ii) the Listing Committee granting the approval for the listing of, and permission to deal in, any Share on the Stock Exchange which may be issued in respect of all Award Shares to be granted in accordance with the terms and conditions of the Share Award Scheme.

So far as the Directors are aware and having made all reasonable enquiries, as at the Latest Practicable Date, no Shareholder had a material interest in the adoption of the Share Award Scheme, as such, no Shareholder is required to abstain from voting on the resolution to be proposed at the AGM to approve the adoption of the Share Award Scheme.

None of the Directors is a Trustee, if any, of the Share Award Scheme or has a direct or indirect interest in the Trustee, if any, of the Share Award Scheme.

A summary of the principal terms of the Share Award Scheme is set out in Appendix I to this supplemental circular. A copy of the Share Award Scheme will be made available for inspection at the AGM and will be published on the websites of the Stock Exchange (www.hkexnews.hk) and the Company (www.humanhealth.com.hk) for not less than 14 days before the date of the AGM.

Application will be made to the Listing Committee for the approval of the listing of, and permission to deal in, the Shares which may fall to be issued in respect of all Award Shares to be granted under the Share Award Scheme.

As at the Latest Practicable Date, the Company has not formulated any concrete plan to grant the Awards to any specific Eligible Participants under the Share Award Scheme.

LETTER FROM THE BOARD

3. PROPOSED AMENDMENTS TO THE 2016 SHARE OPTION SCHEME

In light of the Amended Rules, the Board is pleased to announce that it has resolved to propose the proposed amendments to be made to the 2016 Share Option Scheme (the “**Proposed Share Option Scheme Amendments**”) to bring it in line with the Listing Rules.

The Proposed Share Option Scheme Amendments are set out in Appendix II to this supplemental circular. A copy of the Amended Share Option Scheme will be available for inspection at the AGM and will be published on the websites of the Stock Exchange at www.hkexnews.hk and the Company at www.humanhealth.com.hk for a period of not less than 14 days before the date of the AGM.

No trustee will be appointed to administer the Amended Share Option Scheme, and none of the Directors is a trustee of the Amended Share Option Scheme nor has a direct or indirect interests in the trustee(s) of the Amended Share Option Scheme (if any).

Proposed refreshment of Scheme Mandate Limit

The 2016 Share Option Scheme was adopted by the Shareholders on 17 February 2016. Apart from the 2016 Share Option Scheme, as at the Latest Practicable Date, the Company has no other Share Scheme currently in force. As at the Latest Practicable Date, 3,200,000 share options have been granted under the 2016 Share Option Scheme. As at 31 December 2022 and as at the Latest Practicable Date, 180,000 share options granted remained outstanding under the 2016 Share Option Scheme.

Pursuant to the 2016 Share Option Scheme, the maximum number of Shares which may be issued in respect of the Share Option Scheme shall not in aggregate exceed 10% of the total number of the Shares in issue as at 1 April 2016, being 35,000,000 Shares, unless further Shareholders’ approval has been obtained pursuant to the requirements set out in the 2016 Share Option Scheme and the Listing Rules.

Pursuant to the Frequently Asked Questions No. 100–2022 issued by the Stock Exchange, as the scheme mandate limit of 10% applies to all share schemes of a listed issuer, it must amend all its existing share schemes involving issue of new shares when it refreshes or seeks a new scheme mandate for any one share scheme. Therefore, as the 2016 Share Option Scheme involves the issue of new Shares, the Directors are seeking approval of the Shareholders to approve the Amended Share Option Scheme and the refreshment of the Scheme Mandate Limit which will apply to the Amended Share Option Scheme and Share Award Scheme.

Application will be made by the Company to the Listing Committee for the granting of the listing of, and permission to deal in, the new Shares to be issued pursuant to the refreshed Scheme Mandate Limit.

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Proposed Share Option Scheme Amendments

Pursuant to the Amended Rules and the 2016 Share Option Scheme, alterations to the terms and conditions of a share scheme which are of a material nature must be approved by the Shareholders in general meeting. As the Proposed Share Option Scheme Amendments are of a material nature, the Proposed Share Option Scheme Amendments will be subject to Shareholders' approval at the AGM.

In the event the Proposed Share Option Scheme Amendments were not approved by the Shareholders at the AGM, the Company would only operate the existing 2016 Share Option Scheme and grant or vest the share options under the same to the extent permitted by the Listing Rules.

The key changes entailed by the Proposed Share Option Scheme Amendments are set out below:

- (i) to revise the purpose of the Amended Share Option Scheme to align with the Share Award Scheme;
- (ii) to revise the definition of "eligible participants" to align with the Share Award Scheme:
 - (i) directors of a Group Company;
 - (ii) Employee Participants;
 - (iii) Related Entity Participants; and
 - (iv) Service Providers;
- (iii) to include a scheme mandate limit of not exceeding 10% of the Company's issued shares to all Share Schemes (which includes the Amended Share Option Scheme and the Share Award Scheme) and to set a sublimit under the Scheme Mandate Limit for share grants to Service Providers;
- (iv) to require Shareholders' approval for refreshment of Scheme Mandate Limit (and Service Provider Sublimit for share grants to Service Providers) within a three-year period from the date of Shareholders' approval for the last refreshment (or, as the case may be, the date of the adoption of the Amended Share Option Scheme);

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- (v) to require approval by the Shareholders for grant of Options over new shares of the Company to an individual participant if the maximum number of Shares which may be allotted and issued in respect of all Options and Awards granted under the Share Schemes (which includes the Amended Share Option Scheme and the Share Award Scheme) to an individual participant will exceed 1% of the issued share capital of the Company in any 12-month period (i.e. the 1% Individual Limit);
- (vi) to require approval by the Shareholders for grant of Options over new shares of the Company to an independent non-executive Director or a substantial shareholder of the Company, or any of their respective associates, if the maximum number of Shares which may be allotted and issued in respect of all Options and Awards granted under the Share Schemes (which includes the Amended Share Option Scheme and the Share Award Scheme) to an independent non-executive Director or a substantial shareholder of the Company, or any of their respective associates, will exceed 0.1% of the issued shares of the Company in any 12-month period;
- (vii) to include a minimum vesting period of 12 months, save where grant of Options to directors of a Group Company or Employee Participants may be subject to a shorter vesting period under specific circumstances;
- (viii) to include other house-keeping amendments for the purpose of making consequential amendments in line with the Proposed Share Option Scheme Amendments, and to better align the wording with that of the Amended Rules.

Other Details of the Amended Share Option Scheme

(a) Purpose

The purposes of the Amended Share Option Scheme are to recognise and reward the Eligible Participants for their contribution and continuing efforts to promote the growth and development of the Group, to give incentives to the Eligible Participants in order to retain them for the continual operation and development of the Group and align the interests of the Eligible Participants with those of the Group, as well as to attract suitable personnel to contribute to the continual operation and further development of the Group.

(b) Eligible Participants and basis for determining eligibility of participants

The Eligible Participants under the Amended Share Option Scheme shall comprise any of the following: (i) directors of any Group Company; (ii) Employee Participants; (iii) Related Entity Participants; and (iv) Service Providers.

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Please refer to the reasons, factors and basis for determining the eligibility of the Eligible Participants as set out in “8. PROPOSED ADOPTION OF SHARE AWARD SCHEME – Other Details of the Share Award Scheme – (b) Eligible Participants and basis for determining eligibility of participants” in the Letter from the Board of this supplemental circular which is applicable for considering the eligibility of Eligible Participants under the Amended Share Option Scheme. The Directors (including the independent non-executive Directors) consider that the inclusion of Service Providers and Related Entity Participants aligns with the purpose of the Amended Share Option Scheme and the long term interests of the Company and its Shareholders, and the proposed categories of the Service Providers and the Related Entity Participants are in line with the Company’s business needs and the industry norm, and the criteria for the selection of eligible participants align with the purpose of the Amended Share Option Scheme.

(c) Scheme Mandate Limit and Service Provider Sub-limit

The Scheme Mandate Limit which may be issued or allotted by the Company in respect of all the Awards to be granted under this Share Award Scheme and the Options to be granted under the Amended Share Option Scheme, and all the share options and share awards to be granted under any other Share Scheme(s) shall not in aggregate exceed 10% of the total number of issued Shares as at the Adoption Date or the relevant date of approval of the refreshment of the Scheme Mandate Limit.

The Service Provider Sub-limit which may be issued or allotted by the Company in respect of all Awards to be granted to all Service Providers pursuant to the Share Award Scheme and the Options to be granted to all Service Providers under the Amended Share Option Scheme, and all the share options and share awards to be granted to all Service Providers under any other Share Scheme(s), shall not exceed 8% of the total number of issued Shares as at the Adoption Date or the relevant date of approval of the refreshment of the Service Provider Sub-limit.

Please refer to “8. PROPOSED ADOPTION OF SHARE AWARD SCHEME – Other Details of the Share Award Scheme – (c) Scheme Mandate Limit and Service Provider Sub-limit” in the Letter from the Board for further details of the reasons, factors and basis for determining the Service Provider Sub-Limit.

(d) Vesting Period

The vesting period in respect of any Option shall be not less than twelve (12) months (or such other period as the Listing Rules may prescribe or permit), save for the circumstances set out in 8. PROPOSED ADOPTION OF SHARE AWARD SCHEME – Other Details of the Share Award Scheme – (d) Vesting Period” in the Letter from the Board of this supplemental circular which is applicable under the Amended Share Option Scheme.

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Considering that the purpose of the Amended Share Option Scheme is to recognise and reward the Eligible Participants for their contribution to the growth and development of the Group, the Board considers that a shorter vesting period for directors of Group Companies or Employee Participants is reasonable for the Company to reward such Eligible Participants in particular, where Options have been granted due to their previous contribution to the Group which may require a short vesting period before their retirement, and align with the purpose of the Amended Share Option Scheme.

The Board considers that such circumstances allow flexibility for the Company to (i) provide competitive terms to attract and induce valuable talent to join the Group; (ii) address instances where the 12-month vesting period requirement would not be practicable or fair due to administrative or technical reasons; (iii) reward exceptional performers with accelerated vesting; and (iv) motivate individuals based on performance metrics rather than time-based vesting criteria. Therefore, the Board is of the view that the vesting period requirements (including the circumstances in which a shorter vesting period may apply) are appropriate and align with the purpose of the Amended Share Option Scheme.

(e) Performance Targets

The Amended Share Option Scheme sets out the qualitative description of possible performance targets related to financial and non-financial parameters of the Group and/or individual performance indicators (as set out in Appendix II to this supplemental circular) and allows discretion for the Board or the Committee to determine whether any performance targets will be specified in respect of each grant of Option on a case-by-case basis, for the purpose of motivating the Grantee to strive for the future development and expansion of the Group.

As each Grantee has a different position or role with respect to the Group and may contribute to the Group differently in terms of nature, duration or significance, it may not be appropriate to impose a generic set of performance targets for each grant of Option. Therefore, the Amended Share Option Scheme does not prescribe the performance targets that must be met before each Option may be exercised. However, the Board or the Committee shall specify the conditions including any performance targets for each grant of Option in the Offer Letter. The Board considers that it is more beneficial for the Company to have flexibility to determine whether and to what extent any performance targets will be attached to each Option in light of the specific circumstances of each Grantee.

(f) Exercise Price of the Options

The exercise price per Share at which a Grantee under the Amended Share Option Scheme may subscribe for Shares on the exercise of an Option (“**Exercise Price**”) shall be a price solely determined by the Board and notified to the Eligible Participant, provided that it shall be at least the higher of: (a) the closing price of the Shares on the Stock Exchange as stated in the daily quotations sheet of the Stock Exchange on the Offer Date, which must be a Business Day; and (b) the average closing price of the Shares as stated in

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the daily quotations sheets of the Stock Exchange for the five (5) business days immediately preceding the Offer Date.

The basis of determination of the Exercise Price is consistent with the Listing Rules and thus the Board considers that it is appropriate and aligns with the purpose of the Amended Share Option Scheme.

(g) Lapse of Options

The right to exercise an Option (which is unexercised) shall terminate immediately, among other things, the expiry of the Option Period, the Grantee ceases to be an Eligible Participant or the Grantee commits any Misconduct (details of which are set out in Appendix II to this supplemental circular). The Board considers that such mechanism aligns with the purpose of the Amended Share Option Scheme as it would not be beneficial to the Group for the Grantee to continue to be able to exercise an Option in those circumstances.

If a notice is given by the Company to the Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, other than for the purposes of a reconstruction, amalgamation or scheme of arrangement, the Board shall determine in its absolute discretion whether the Options, which have not vested and become exercisable, shall be exercisable and the period within which such Options shall be exercised, subject to the requirements of the Listing Rules. In relation to Options which may be exercised, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all Grantees (together with a notice of the existence of the provisions of this paragraph) and thereupon, each Grantee (or his personal representatives) shall be entitled to, subject to the requirements of the Listing Rules, exercise all or any of his Option(s) that have vested at any time not later than two business days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate Subscription Price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than one business day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid. In the event that the relevant resolution to voluntarily wind-up the Company is not approved in the general meeting, any Option(s), if exercisable, shall continue to be exercisable subject to the terms and conditions under the Amended Share Option Scheme.

(h) Clawback Mechanism

Save for as set out in paragraph 7.1 of Appendix II of this supplemental circular, unless the Board otherwise determined, there is no clawback mechanism under the Amended Share Option Scheme to recover or withhold the remuneration (which may include any Options granted or Shares that have been transferred to the Grantees) to any Grantee.

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The Board considers that, generally speaking, the Options which have vested and Shares that have been issued and allotted to Grantees should be retained by them, in particular, where such Options have been exercised due to the fulfilment of any performance targets set by the Board or for past contributions to the Group. The Board also considers that the Company is adequately protected by the lapse of unvested or exercisable Options in the event that a Grantee is in breach of the conditions set out in paragraph 7.1 of Appendix II of this supplemental circular.

In any event, the Board considers that it is more beneficial for the Company to have flexibility in setting out the particular clawback mechanism in the terms and conditions of the Options to such grantee as each grantee is expected to contribute to the long-term development of the Group in different ways. Accordingly, the Directors consider not setting out any clawback mechanism for Options that have been exercised in the Amended Share Option Scheme aligns with the purpose of the Amended Share Option Scheme.

General

The Proposed Share Option Amendments and the adoption of the Amended Share Option Scheme will take effect on the date of its adoption at the AGM and is conditional upon:

- (i) the passing of the ordinary resolution by the Shareholders to approve the Proposed Share Option Amendments and the adoption of the Amended Share Option Scheme; and
- (ii) the Listing Committee granting the approval for the listing of, and permission to deal in, any Share on the Stock Exchange which may be issued in respect of the new Shares to be granted under the Amended Share Option Scheme.

Application will be made to the Listing Committee for the approval of the listing of, and permission to deal in the new Shares to be issued upon the exercise of the Options granted under the Amended Share Option Scheme.

So far as the Directors are aware and having made all reasonable enquiries, as at the Latest Practicable Date, no Shareholder had a material interest in the Proposed Share Option Scheme Amendments and the Amended Share Option Scheme, as such, no Shareholder is required to abstain from voting on the resolution to be proposed at the AGM.

As at the Latest Practicable Date, the Company has not formulated any concrete plan to grant further Options to any specific Eligible Participants under the Amended Share Option Scheme.

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4. PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION

On 26 September 2023, the Board has resolved to amend the Memorandum to bring the Memorandum in line with the amendments made to the applicable laws of the Cayman Islands and to amend the Articles of Association in order to facilitate the implementation of the Share Award Scheme. The Board proposed to amend the Article 48 and Article 144(2) of the Articles of Association to facilitate the issuance of Awards to all proposed eligible participants under the Share Award Scheme.

The Board proposes to make and incorporate the Proposed Amendments by way of adoption of the New Memorandum and Articles of Association.

The Proposed Amendments are set out in Appendix III to this supplemental circular.

The Proposed Amendments and the adoption of the New Memorandum and Articles of Association are subject to consideration and approval by the Shareholders by way of a special resolution to be proposed at the AGM.

5. AGM AND PROXY ARRANGEMENT

Since both the Initial AGM Notice and the Initial Proxy Form that despatched together with the Initial Circular do not contain the additional resolutions as set out in this supplemental circular, the Supplemental AGM Notice has been set out on pages 76 to 81 of this supplemental circular to include such additional proposed resolutions.

Save as disclosed above, all the resolutions originally proposed in the Initial Circular will remain unchanged. Please refer to the Initial Circular and the Initial AGM Notice for details of such resolutions to be proposed at the AGM.

The Second Proxy Form is enclosed with this supplemental circular for use at the AGM. Whether or not you intend to attend the AGM, you are requested to complete and return the enclosed Second Proxy Form to the Company's branch share registrar in Hong Kong, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong in accordance with the instructions printed thereon not less than 48 hours before the time appointed for the holding of the AGM or any adjourned meetings (as the case may be) (the "**Closing Time**"). Completion of the Second Proxy Form will not preclude you from attending and voting at the AGM in person if you so wish and in such event, the Second Proxy Form shall be deemed to be revoked.

A shareholder who has not yet lodged the Initial Proxy Form with the Company is requested to lodge the Second Proxy Form if he/she wishes to appoint proxies to attend the AGM on his/her behalf. In this case, the Initial Proxy Form should not be lodged with the Company.

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A shareholder who has already lodged the Initial Proxy Form with the Company should note that:

- (i) if no Second Proxy Form is lodged with the Company's branch share registrar in Hong Kong, the Initial Proxy Form, if correctly completed, will be treated as a valid proxy form lodged by the Shareholder. The proxy so appointed by the Shareholder will be entitled to vote at his/her discretion or to abstain from voting on any resolution properly put to the AGM, including the resolutions for, among other matters, the proposed adoption of Share Award Scheme, Proposed Amendments to the Share Option Scheme, the Proposed Amendments and the adoption of the New Memorandum and Articles of Association, as set out in this Supplemental AGM Notice;
- (ii) if the Second Proxy Form is lodged with the Company's branch share registrar in Hong Kong before the Closing Time, the Second Proxy Form, if correctly completed, will revoke and supersede the Initial Proxy Form previously lodged by him/her. The Second Proxy Form will be treated as a valid proxy form lodged by the Shareholder;
- (iii) if the Second Proxy Form is lodged with the Company's branch share registrar in Hong Kong after the Closing Time, or if lodged before the Closing Time but incorrectly completed, the proxy appointment under the Second Proxy Form will be invalid. The proxy so appointed by the Shareholder under the Initial Proxy Form, if correctly completed, will be entitled to vote in the manner as mentioned in (i) above as if no Second Proxy Form was lodged with the Company's branch share registrar in Hong Kong.

Accordingly, Shareholders are advised to complete the Second Proxy Form carefully and lodge the Second Proxy Form with the Company's branch share registrar in Hong Kong before the Closing Time.

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

6. RECOMMENDATION

The Directors consider that, *inter alia*, (a) the adoption of the Share Award Scheme; (b) the Proposed Share Option Scheme Amendments and adoption of Amended Share Option Scheme; and (c) the Proposed Amendments and the adoption of the New Memorandum and Articles of Association as set out in the Supplemental AGM Notice are in the best interests of the Company and the Shareholders as a whole and recommend the Shareholders to vote in favour of the resolutions to be proposed at the AGM.

LETTER FROM THE BOARD

7. RESPONSIBILITY STATEMENT

This supplemental 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 supplemental 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 supplemental circular misleading.

8. GENERAL

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of Shareholders at a general meeting must be taken by poll except where the chairman, 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. Therefore, all resolutions proposed at the AGM shall be voted by poll and an announcement on the poll results of the AGM will be published on the websites of the Stock Exchange at www.hkexnews.hk and the Company at www.humanhealth.com.hk.

Yours faithfully,
By order of the Board
Human Health Holdings Limited
Chan Kin Ping
Chairman

The following is a summary of the principal terms of the Share Award Scheme to be adopted by way of ordinary resolution at the AGM, save that this Appendix does not and is not intended to form part of the Share Award Scheme, nor is deemed to form an interpretation affecting the rules of the Share Award Scheme. Unless otherwise expressly stated, the capitalised terms used herein shall have the same meanings as those defined in the Share Award Scheme.

1. PURPOSES OF THE SHARE AWARD SCHEME

The purpose of the Share Award Scheme is to:

- (a) recognise and reward certain Eligible Participants for their contribution and continuing efforts to promote the growth and development of the Group;
- (b) give incentives to certain Eligible Participants in order to retain them for the continual operation and development of the Group and align the interests of the Eligible Participants with those of the Group;
- (c) attract suitable personnel to contribute to the continual operation and further development of the Group,

in each case, through ownership of the Shares, dividends and other distributions paid on Shares and/or the increase in value of the Shares.

2. ELIGIBLE PARTICIPANTS OF THE SHARE AWARD SCHEME

The Eligible Participants under the Share Award Scheme shall comprise any of the following: (i) directors of any Group Company; (ii) Employee Participants; (iii) Related Entity Participants; and (iv) Service Providers, and, for the purpose of the Share Award Scheme, the Awards may be made to any company owned by one or more of the above participants or any trust which the settlor is the above participant.

3. DETERMINING THE ELIGIBILITY OF THE PARTICIPANTS

The eligibility of any Eligible Participant shall be determined by the Board or Committee in their absolute discretion from time to time on the basis of the Board's or the Committee's opinion as to matters including but not limited to the Eligible Participant's contribution and/or future contribution to the development and growth of the Group.

The criteria that may be considered by the Board or the Committee in determining the eligibility for the grant of an Award to any director of a Group Company or Employee Participant, include without limitation, such Eligible Participant's individual performance, time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard, the length of employment or engagement with the Group, contribution and/or future contribution to the development and growth of the Group.

The criteria that may be considered by the Board or the Committee in determining the eligibility for the grant of an Award to any Service Provider and whether such Service Provider provides services on a continuing or recurring basis in his, her or its ordinary and usual course of business, include without limitation, (a) the types of services the Service Provider had performed or will perform for the Group or for customers of the Group; (b) the individual performance of the Service Provider; (c) the relevant experience or expertise of the Service Provider; (d) the period of service or engagement to the Group by the Service Provider; and (e) the Service Provider's contribution and/or future contribution to the development and growth of the Group.

The criteria that may be considered by the Board or the Committee in determining the eligibility for the grant of an Award to any Related Entity Participant include without limitation to the participation and contribution to the development of the Group by the Related Entity Participant and/or the extent of benefits and synergies that the Related Entity Participant brought to the Group.

4. SHARES POOL

- (a) In order to satisfy any Award to be granted under the Share Award Scheme from time to time, a Shares Pool ("**Shares Pool**") shall comprise the following:
- (i) issued Shares as may be allotted or issued to the Grantee directly subject to (i) grant of listing of and permission to deal in such Shares by the Stock Exchange; and (ii) compliance with the applicable requirements under the Listing Rules;
 - (ii) issued Shares as may be subscribed by the Trustee by utilising the funds allocated by the Board out of the Company's resources ("**Group Contribution**"), subject to (i) grant of listing of and permission to deal in such Shares by the Stock Exchange; and (ii) compliance with the applicable requirements under the Listing Rules;
 - (iii) issued Shares as may be purchased by the Trustee on the Stock Exchange or off the market by utilising the Group Contribution; or
 - (iv) issued Shares which remain unvested and revert to the Trustee due to the lapse of the Award,

and in any event, the Shares to be allotted or issued to the Grantee, or as the case may be, subscribed by the Trustee, shall not be allotted or issued below the then nominal value of the Shares or in contravention of the Articles of Association.

- (b) If a Trustee is appointed, within thirty (30) Business Days on which the trading of the Shares has not been suspended (or such longer period as the Trustee and the Board or the Committee may agree from time to time having regard to the circumstances of the

purchase concerned) after receiving the Group Contribution, the Trustee shall apply the same towards the purchase of the maximum number of board lots of Shares at the prevailing market price (subject to such maximum price as may be from time to time prescribed by the Board or the Committee). In the event that the Trustee effects any purchases by off-market transactions, the purchase price for such purchases shall not be higher than the lower of the following: (i) the closing market price on the date of such purchase; and (ii) the average closing market price for the five (5) preceding trading days on which the Shares were traded on the Stock Exchange.

5. MAXIMUM NUMBER OF SHARES AVAILABLE FOR ISSUE

- (a) The total number of Shares which may be issued or allotted by the Company in respect of all the Awards to be granted under the Share Award Scheme and all the share options and share awards to be granted under any other Share Scheme(s) (“**Scheme Mandate Limit**”) shall not in aggregate exceed 10% of the total number of issued Shares as at the Adoption Date or the relevant date of approval of the refreshment of the Scheme Mandate Limit. The aggregate maximum number of Shares (“**Service Provider Sub-limit**”) which may be issued or allotted by the Company for the Awards to be awarded to all Service Providers pursuant to the Share Award Scheme and all the share options and share awards to be granted to all Service Providers under any other Share Scheme(s) shall not exceed 8% of the total number of issued Shares as at the Adoption Date or the relevant date of approval of the refreshment of the Service Provider Sub-limit.
- (b) Subject to the requirements set out in sub-paragraphs (c) below, the Scheme Mandate Limit may be refreshed by the Company as follows:
 - (i) the Company may refresh the Scheme Mandate Limit by approval of the Shareholders at general meeting after 3 years from the Adoption Date (or from the date of Shareholders’ approval for the last refreshment) in accordance with the applicable Listing Rules; and
 - (ii) any refreshment of the Scheme Mandate Limit within the three-year period from the Adoption Date (or from the date of Shareholders’ approval for the last refreshment) must be approved by the Shareholders in general meeting subject to the following provisions:
 - (A) any controlling Shareholders (as defined in the Listing Rules) of the Company and their associates (or if there is no controlling Shareholder, Directors (excluding independent non-executive Directors) and chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting; and

- (B) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules,

provided that the requirements under sub-paragraphs (i) and (ii) above do not apply if the refreshment is made immediately after an issue of Shares by the Company to its Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the total number of issued Shares) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of Shares, rounded to the nearest whole Share.

- (c) The Scheme Mandate Limit so refreshed under sub-paragraph (b) above shall not exceed 10% of the total number of issued Shares as at the date of Shareholders' approval of the refreshment of the Scheme Mandate Limit. A circular regarding the proposed refreshment of the Scheme Mandate Limit must be despatched to the Shareholders containing the number of Awards and any other share options and share awards that were already granted under the existing Scheme Mandate Limit and the reason for the refreshment.
- (d) Without prejudice to sub-paragraphs (b) and (c) above, the Company may seek separate approval by the Shareholders in general meeting for granting Awards which will result in the Scheme Mandate Limit or, if applicable, the refreshed Scheme Mandate Limit under sub-paragraph (b) above, being exceeded, provided that:
- (i) the Awards in excess of the limit are granted only to the Grantee(s) specifically identified by the Company before such approval is sought;
 - (ii) the Company must despatch a circular to the Shareholders containing such relevant information as required by the Listing Rules in relation to any such proposed grant to such Grantee(s); and
 - (iii) the number and terms of the Awards to be granted to such Grantee(s) are fixed before the Shareholders' approval.

6. MAXIMUM ENTITLEMENT OF EACH GRANTEE

- (a) No Award shall be granted to a Grantee if it would result in the total number of Shares issued and to be issued in respect of all the Awards granted under the Share Award Scheme and, if any, the share options and other share awards granted under any other Share Scheme(s) to such person (excluding any Awards and any share options and other share awards lapsed in accordance with the terms of the Share Schemes) in the 12-month period up to and including the date of such grant exceeding one per cent 1% (or such other higher percentage as the Listing Rules may prescribe or permit) of the total number of issued Shares as at the date of such grant, unless:
- (i) such grant has been separately approved by the Shareholders in general meeting, with such Grantee and his close associates (or associates if such Grantee is a connected person) abstaining from voting;

- (ii) the Company must despatch a circular to the Shareholders containing such relevant information as required by the Listing Rules in relation to any such proposed grant to such Grantee; and
 - (iii) the number and terms of the Awards to be granted to such Grantee are fixed before the Shareholders' approval.
- (b) Any grant of Awards to any Director, chief executive or substantial Shareholder (as defined in the Listing Rules) 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 the Award). In addition:
- (i) where any grant of Awards to any Director (other than an independent non-executive Director) or chief executive of the Company, or any of their respective associates, would result in the Shares issued and to be issued in respect of all the Awards granted under the Share Award Scheme and (if any) the share awards granted under any other Share Scheme(s) (excluding any Awards and any other share awards lapsed in accordance with the terms of the Share Schemes) 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 the Listing Rules may prescribe or permit) of the total number of issued Shares as at the date of such grant; or
 - (ii) where any grant of Awards to an independent non-executive Director or substantial Shareholder (as defined in the Listing Rules) 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 the Awards granted under the Share Award Scheme and (if any) the share options and other share awards granted under any other Share Scheme(s) (excluding any Awards and any share options and other share awards lapsed in accordance with the terms of the Share Schemes) 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 the Listing Rules may prescribe or permit) of the total number of issued Shares as at the date of such grant,

such further grant of Awards must be approved by Shareholders in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules. In particular, the Company must send a circular to the Shareholders. The Grantee, his associates and all core connected persons of the Company must abstain from voting in favour of the relevant resolution at such general meeting. The Company must comply with the relevant requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules.

7. VESTING PERIOD

- (a) The Board or the Committee may from time to time, in its absolute discretion, determine the Vesting Date upon which the Award may be vested in that Grantee in respect of all or a proportion of the Award Shares. The Vesting Period in respect of any Award shall be not less than 12 months (or such other period as the Listing Rules may prescribe or permit), save for any of the following circumstances in which a shorter Vesting Period may be imposed by the Board or the Committee in its absolute discretion in relation to the grant of the Awards to directors of Group Companies or the Employee Participants:
- (i) grants of “make whole” Awards to directors of Group Companies or Employee Participants who are new joiners to replace the share awards or options forfeited when leaving the previous employer;
 - (ii) grants of Awards with performance-based vesting conditions in lieu of time-based vesting criteria;
 - (iii) grants of Awards to directors of Group Companies or Employee Participants whose employment or engagement is terminated due to retirement (including early retirement agreed with the relevant member of the Group), death, Disability or event of force majeure;
 - (iv) grants of Awards in batches during a year for administrative or compliance reasons, including Awards that should have been granted earlier but had to wait for a subsequent batch if not for such administrative or compliance reasons, in which case the Vesting Period may be shorter to reflect the time from which the Awards would have been granted;
 - (v) grants of Awards with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of 12 months; or
 - (vi) grants of Awards with a total vesting and holding period of more than 12 months.
- (b) Subject to the fulfilment of the requirements set out in sub-paragraph (c) below and the terms of the Vesting Notice (as defined below), within a reasonable time after the vesting conditions have been reached, fulfilled, satisfied or waived and prior to the Vesting Date of an Award as set out in the related Grant Notice, the Board or the Committee, acting through the Company, shall notify the Grantee in writing by notice (the “**Vesting Notice**”) in respect of the intended vesting of such number of Award Shares underlying the Award as determined by the Board or the Committee in its absolute discretion. The Board or the Committee has the absolute discretion to

determine whether and to what extent such vesting conditions or performance targets have been reached, fulfilled, satisfied or waived and its decision shall, in the absence of manifest error, be final, conclusive and binding.

- (c) Upon the Grantee's receipt of the Vesting Notice, the Grantee shall (i) duly execute and return the reply slip attached to the Vesting Notice and any transfer or subscription documents prescribed by the Board or the Committee for the relevant Award Shares; and (ii) pay the consideration (if any) for the transfer or subscription of the relevant Award Shares, in each case in the manner and within the period stipulated in the Vesting Notice (or such later date as may be determined by the Board or the Committee in its absolute discretion having regard to all relevant circumstances), failing which the corresponding portion of the Award Shares underlying the Awards shall automatically lapse forthwith in accordance with paragraph 12 below.

- (d) During the Vesting Period:
 - (A) in respect of any performance targets as may be specified by the Board or the Committee in the Grant Notice that must be fulfilled before the Award may be vested in the relevant Grantee in respect of the relevant Award Shares, the Board or the Committee will conduct assessment at the end of such performance period as prescribed by the Board or the Committee, including the comparison of the performance of the Group and/or the individual performance of the Grantee with the pre-agreed targets, in order to determine whether the targets have been fulfilled and the extent to which such targets have been fulfilled;

 - (B) if the Board or the Committee determines in its absolute discretion that any condition(s) and/or performance target(s) to be duly fulfilled by the Grantee as specified in the related Grant Notice has not been duly fulfilled or has not been waived by the Board or the Committee, the Board or the Committee shall determine in its absolute discretion whether such Award shall vest and the period within which such Award shall vest, subject to the requirements of the Listing Rules;

 - (C) if a general offer by way of takeover or otherwise (other than by way of scheme of arrangement pursuant to sub-paragraph (D) below) is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) by any person and such offer becomes or is declared unconditional prior to the Vesting Date of any Award, the Board or the Committee shall, prior to the offer becoming or being declared unconditional, determine in its absolute discretion whether such Award shall vest and the period within which such Award shall vest, subject to the requirements of the Listing Rules;

- (D) if a general offer for the Shares by way of scheme of arrangement is made by any person to all the Shareholders and has been approved by the necessary number of Shareholders at the requisite meetings prior to the Vesting Date of any Award, the Board or the Committee shall, prior to such meetings, determine in its absolute discretion whether such Award shall vest and the period within which such Award shall vest, subject to the requirements of the Listing Rules;
- (E) if a compromise or arrangement (other than a scheme of arrangement contemplated in sub-paragraph (D) above) between the Company and the Shareholders and/or the creditors of the Company is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies prior to the Vesting Date of any Award, the Board or the Committee shall determine in its absolute discretion whether such Award shall vest and the period within which such Award shall vest, subject to the requirements of the Listing Rules;
- (F) if a notice is given by the Company to the Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company prior to the Vesting Date of any Award, the Board or the Committee shall determine in its absolute discretion whether such Award shall vest and the period within which such Award shall vest, subject to the requirements of the Listing Rules;
- (G) where an Award is made to a Grantee of a Subsidiary and there is a change of ownership or control in such entity such that it is no longer a Subsidiary, the Board or the Committee shall determine in its absolute discretion whether such Award shall vest and the period within which such Award shall vest, subject to the requirements of the Listing Rules;
- (H) if a Grantee's employment or engagement with the Company or any other member of the Group is terminated by reason of retirement, death or Disability, the Board or the Committee shall determine in its absolute discretion whether such Award shall vest and the period within which such Award shall vest, subject to the requirements of the Listing Rules.

8. PERFORMANCE TARGETS

- (a) After the Board or the Committee has decided to select an Eligible Participant to be offered with the grant of an Award under the Share Award Scheme, the Board or the Committee, acting through the Company, shall notify the Selected Participant of such offer by a written notice (the "**Grant Notice**") and the Board or the Committee shall specify in the Grant Notice, among other things, the condition(s) or performance target(s) which, if imposed, may include without limitation (i) individual financial targets such as revenue or profits generated by the Selected Participants over a defined

period; (ii) individual non-financial targets relevant to the Selected Participant's roles and responsibilities; (iii) financial targets of the Group, whether on a targeted or comparative basis; (iv) non-financial targets of the Group such as the Group's strategic objectives, operational targets and plans for future development; and (v) any other performance targets that the Board or the Committee may appropriately determine in their sole and absolute discretion. The Board or the Committee may, at its sole and absolute discretion, specify that no condition(s) or performance target(s) are required to be attained by the relevant Selected Participant before any of the Award Shares may be transferred to and vested in such Selected Participant under such Award.

(b) During the Vesting Period:

- (i) in respect of any performance targets as may be specified by the Board or the Committee in the Grant Notice that must be fulfilled before the Award may be vested in the relevant Grantee in respect of the relevant Award Shares, the Board or the Committee will conduct assessment at the end of such performance period as prescribed by the Board or the Committee, including the comparison of the performance of the Group and/or the individual performance of the Grantee with the pre-agreed targets, in order to determine whether the targets have been fulfilled and the extent to which such targets have been fulfilled;
- (ii) if the Board or the Committee determines in its absolute discretion that any condition(s) and/or performance target(s) to be duly fulfilled by the Grantee as specified in the related Grant Notice has not been duly fulfilled or has not been waived by the Board or the Committee, the Board or the Committee shall determine in its absolute discretion whether such Award shall vest and the period within which such Award shall vest, subject to the requirements of the Listing Rules.

9. PAYMENT ON ACCEPTANCE OF THE AWARD AND PURCHASE PRICE OF SHARES AWARDED

The Board or the Committee shall specify in the Grant Notice the amount, if any, payable by the relevant Selected Participant on acceptance of the Award and, if applicable, the period within which any such payments must or may be made or loans for such purposes must be repaid. Unless otherwise determined by the Board or the Committee in its absolute discretion at the relevant time for each individual Award, a Selected Participant is not required to pay any grant or purchase price or make any other payment to the Company for accepting an offer of the Award granted pursuant to the Grant Notice, nor is the Selected Participant required to pay any subscription or purchase price for the vesting of the Awards or the receipt of the Award Shares.

10. RIGHTS ATTACHED TO THE AWARDS AND THE AWARD SHARES

- (a) Unless otherwise approved and authorised by the Board or the Committee, the Grantee shall not exercise any of the voting rights in respect of any Award Shares and shall not have any right whatsoever in any dividends and other distributions declared and made in respect of any Award Shares or otherwise (“**Other Distributions**”) unless and until the relevant Award Shares have been allotted and issued or transferred (as the case may be) to the Grantee in accordance with these rules of the Share Award Scheme and the applicable laws, rules and regulations. For the avoidance of doubt:
- (i) a Grantee does not have legal and beneficial ownership of any Award Shares unless and until such Award Shares have been allotted and issued or transferred (as the case may be) to the Grantee in accordance with these rules of the Share Award Scheme and the applicable laws, rules and regulations;
 - (ii) where a Trustee is appointed, no instruction may be given by a Grantee to the Trustee in respect of the Award Shares and/or the Other Distributions and/or such other properties or assets of the trust constituted by the Trust Deed;
 - (iii) where a Trustee is appointed, the Trustee shall not exercise the voting rights in respect of any Shares held under the trust constituted by the Trust Deed (including but not limited to any Shares in the Shares Pool and the Award Shares).
- (b) Subject to sub-paragraph (a) above, the Award Shares to be allotted and issued or transferred (as the case may be) to the Grantee after the vesting of the Award in the Grantee shall be subject to all the provisions of the Articles of Association for the time being in force and shall rank *pari passu* in all respects with, and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation of the Company, as existing fully paid Shares in issue on the date on which the Award Shares are allotted and issued or transferred (as the case may be) to the Grantee after the vesting of the Award and, without prejudice to the generality of the foregoing, shall entitle the holders of such Award Shares to participate in all Other Distributions paid or made on or after the date on which the Award Shares are so allotted and issued or transferred (as the case may be), other than any Other Distributions previously declared or recommended or resolved to be paid or made if the record date thereof shall be before the date on which the Award Shares are so allotted and issued or transferred (as the case may be).

11. LIFE OF THE SHARE AWARD SCHEME

Subject to the fulfilment of the condition set out in paragraph 18 below and the termination provisions under paragraph 15 below, the Share Award Scheme shall be valid and effective for a term of 10 years commencing on the Adoption Date and ending on the 10th anniversary of the Adoption Date.

12. LAPSE OF AWARDS

(a) In the event that:

- (i) any Grantee ceases to be an Eligible Participant (including resignation or the termination of his employment, provision of service or contractual engagement with the Company or any other member of the Group for any reason, other than for reason that if a Grantee's employment or engagement with the Company or any other member of the Group is terminated by reason of retirement, death or Disability, the Board or the Committee shall determine in its absolute discretion whether such Award shall vest and the period within which such Award shall vest);
- (ii) any Grantee makes any attempt or takes any action to sell, transfer, assign, charge, mortgage, encumber or otherwise dispose of or create any security or adverse interest whatsoever in favour of any third party over or in relation to any Award or any interests or benefits pursuant to the Award;
- (iii) any Grantee commits any Misconduct(s);
- (iv) any Grantee is concerned, during the course of his employment, provision of service or contractual engagement with any member of the Group, without prior written consent of the Company, with any business which competes or is likely to compete with the business of any member of the Group; or
- (v) there is any material misstatement(s) in the consolidated financial statements of the Company that requires restatement,

(each of these, an event of "**Total Lapse**"), all unvested Awards to such Grantee shall automatically lapse forthwith upon the determination by the Board or the Committee that such event has occurred, and such Grantee shall have no right or claim whatsoever against the Company, any other member of the Group, the Board or the Committee in respect of those unvested Awards, the Award Shares underlying such unvested Awards or any right thereto or interest therein in any way.

(b) In the event that:

- (i) the vesting conditions are not, in the sole opinion of the Board or the Committee, satisfied in respect of the relevant part of the Award and no waiver of such condition is granted as prescribed in paragraph 7(c) above; or
- (ii) a Grantee fails to, in the manner and within the period stipulated in the Vesting Notice (or such later date as may be determined by the Board or the Committee in its absolute discretion having regard to all relevant circumstances), (i) duly execute and return the reply slip attached to the Vesting Notice or any transfer or subscription documents prescribed by the Board or the Committee in respect of the relevant Award Shares; or (ii) pay the consideration (if any) for the transfer or subscription of the relevant Award Shares,

(each an event of “**Partial Lapse**”), the relevant part of the Award in respect of which any event of Partial Lapse has occurred shall automatically lapse forthwith upon the determination by the Board or the Committee that such event has occurred, and the relevant Award Shares shall not vest on the relevant Vesting Date, and such Grantee shall have no right or claim whatsoever against the Company, any other member of the Group, the Board or the Committee in respect of such Award, the relevant Award Shares underlying such Award or any right thereto or interest therein in any way.

The Awards lapsed in accordance with these rules of the Share Award Scheme will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit. The Board or the Committee has the absolute discretion to determine whether, when and to what extent an event of Total Lapse or Partial Lapse has occurred, and its decision is final, conclusive and binding.

Save for as set out in paragraph 12(a) and (b) above, unless otherwise determined by the Board or Committee, there is no clawback mechanism under this Share Award Scheme to recover or withhold the remuneration (which may include any Awards granted or Award Shares that have vested and been transferred to Eligible Participants) to any Eligible Participants.

13. CAPITALISATION ISSUE, RIGHTS ISSUE, SHARE CONSOLIDATION, SHARE SUB-DIVISION OR CAPITAL REDUCTION

If the Company conducts any capitalisation issue, rights issue, share consolidation, share sub-division or capital reduction, corresponding adjustments (if any) shall be made to the maximum number of Shares that may be issued by the Company in respect of all the Awards and other share awards and share options to be granted pursuant to all the Share Schemes of the Company under the unutilised Scheme Mandate Limit referred to in paragraph 5(a) above (or as increased in accordance with paragraphs 5(b) or 5(d) above, as the case may be) with reference to the total number of issued Shares as at the date immediately before and after such event and rounded to the nearest whole Share, such that each Grantee will be entitled to the same proportion of the Company’s share capital as that to which such Grantee was previously entitled,

provided that no such adjustment may be made to the extent that any Share would be issued at less than its nominal value, if applicable. In respect of any such adjustments, other than any made on a capitalisation issue, an independent financial adviser or the Company's auditors must confirm to the Directors in writing that the adjustments satisfy the requirements under the note to Rule 17.03(13) of the Listing Rules.

14. CANCELLATION OF AWARDS

- (a) Subject to Chapter 17 of the Listing Rules, the Board or the Committee may in its absolute discretion cancel all or such proportion of the Awards granted but unvested, provided that:
 - (i) the Company or any other member of the Group pay to the Grantee an amount equal to the fair value of the Award at the date of the cancellation as determined by the Board or the Committee, after consultation with the auditors of the Company or an independent financial adviser appointed by the Board or the Committee;
 - (ii) the Company or any other member of the Group provides to the Grantee a replacement Award (or a share option or share award under any other Share Scheme(s)) of equivalent value to the Award to be cancelled; or
 - (iii) the Board or the Committee makes any arrangement as the Grantee may agree in order to compensate him for the cancellation of the Awards.
- (b) Where the Company cancels any Awards granted to a Grantee and makes a new grant (whether under the Share Award Scheme or any other Share Scheme(s)) to the same Grantee, such new grant may only be made within the available Scheme Mandate Limit approved by the Shareholders. The Awards cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

15. TERMINATION OF THE SHARE AWARD SCHEME

The Share Award Scheme shall terminate on the tenth (10th) anniversary date of the Adoption Date or such date of earlier termination as determined by the Board or the Committee. Upon the termination of the Share Award Scheme, no further offer of Awards may be made and no Awards offered shall be open for acceptance, but these rules of the Share Award Scheme shall remain in full force and effect to the extent necessary to give effect to any Awards which are granted and remain unvested prior to the termination of the operation of the Share Award Scheme.

16. TRANSFERABILITY OF AWARDS

An 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 security or adverse interest whatsoever in favour of any third party over or in relation to an Award or any interests or benefits pursuant to the Award, nor shall any Grantee enter or purport to enter into any agreement to do so. Any breach of the foregoing by any Grantee shall entitle the Company to cancel the Award made to such Grantee.

17. ALTERATION OF THE SHARE AWARD SCHEME

- (a) Subject to sub-paragraphs (c) and (d) below, these rules of the Share Award Scheme may be altered in any respect by a resolution of the Board, save and except that (i) any alteration to the terms and conditions of the Share Award Scheme which are of a material nature; or (ii) any alteration to the provisions of the Share Award Scheme relating to the matters set out in Rule 17.03 of the Listing Rules to the extent that such alteration operates to the advantage of the Selected Participants or Grantees must be approved by the Shareholders in general meeting, provided that no such alteration shall operate to affect adversely the terms of any Awards granted which have not vested or lapsed or been cancelled prior to such alteration except with the consent or sanction of such majority of the Grantees as would be required of the holders of the Shares under the Articles of Association for a variation of the rights attached to the Shares.
- (b) Subject to sub-paragraph (d) below, any change to the terms of the Awards granted to a Grantee shall be approved by the Board, the Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Awards was approved by the Board, the Committee, the independent non-executive Directors and/or the Shareholders (as the case may be), except where the alteration takes effect automatically under the existing terms of the Share Award Scheme.
- (c) Any change to the authority of the Directors or administrators of the Share Award Scheme (including, where applicable, the Trustee) in relation to any alteration to these rules of the Share Award Scheme shall be approved by the Shareholders in general meeting.
- (d) The amended terms of the Share Award Scheme must comply with all applicable laws, rules and regulations (including Chapter 17 of the Listing Rules).

18. CONDITION OF THE SHARE AWARD SCHEME

The Share Award Scheme is conditional upon the passing of an ordinary resolution by the Shareholders at a general meeting to approve the adoption of the Share Award Scheme.

Human Health Holdings Limited

(Incorporated in Cayman Islands with limited liability)

SHARE OPTION SCHEME

Conditionally adopted by resolution of the shareholders of
Human Health Holdings Limited dated 17 February 2016

Amended by resolution of the shareholders of
Human Health Holdings Limited dated [•] 2023

WARNING: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer of the Options. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

1. DEFINITIONS AND INTERPRETATION

1.1 In the Scheme, each of the following words and expressions shall, unless the context requires otherwise, have the following meaning:

“ Adoption Date ”	means 17 February 2016 (being the date on which the Scheme was conditionally adopted by resolution of the Shareholders in accordance with the articles of association of the Company);
“ associate(s) ”	has the meaning ascribed thereto under the Listing Rules;
“ Auditors ”	means the auditors of the Company for the time being;
“ Board ”	means the board of directors of the Company or a duly authorised committee of the board of directors of the Company;
“ Business Day ”	means any day on which securities are traded on the Stock Exchange;

“Commencement Date”	means in respect of any particular Option, the date on which the Option is duly accepted by the Grantee in accordance with the terms of the Scheme;	
“Committee”	<u>the person(s) from time to time delegated by the Board, whom may be directors or senior managers of a Group Company, with the power and authority to administer the Scheme in accordance with the terms of this Scheme;</u>	
“Company”	means Human Health Holdings Limited, a limited liability company incorporated in the Cayman Islands on 9 June 2015;	
“Core Connected Person(s)”	has the meaning ascribed thereto under the Listing Rules;	
“Director(s)”	means any director (s) (including executive director, non-executive director and independent non-executive director) of the Company or its Subsidiaries for the time being;	
“Eligible Person(s)”	means any person who satisfies the eligibility requirements set out in paragraph 3.4 <u>3.5</u> ;	R17.03(2)
“Employee(s)”	<u>has the meaning given to it in paragraph 3.5.2;</u>	
“Grantee(s)”	means any Eligible Person who accepts an Offer in accordance with the terms of the Scheme or (where the context so permits) a person entitled, in accordance with the laws of succession applicable, to exercise any Option in consequence of the death of the original Grantee;	
“Group”	means the Company and its Subsidiaries or, where the context so requires, in respect of the period before the Company became the holding company of its current subsidiaries, such subsidiaries as if they were the Company’s subsidiaries at that time <u>and a “Group Company” shall mean any one of them;</u>	

“HK\$”	means Hong Kong dollars, the lawful currency for the time being of Hong Kong;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Inside Information”	has the meaning ascribed thereto in the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong, as amended from time to time;
“Listco Connected Person(s)”	means any director, the chief executive or any substantial shareholder of the Company or any of their close -associates;
“Listing Committee”	means the listing committee of the Stock Exchange;
“Listing Date”	means the date on which dealings in the Shares first commence on the Stock Exchange;
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time);
“ <u>Misconduct</u> ”	<u>in respect of a Grantee, means any of the following:</u> (i) <u>an act of fraud or dishonesty or serious misconduct, whether or not in connection with his employment, provision of service or contractual engagement with any member of the Group and whether or not it has resulted in his employment, provision of service or contractual engagement being terminated by the relevant member of the Group;</u> (ii) <u>material non-compliance with the terms of his employment contract, service contract or other contract with any member of the Group or disobedience of any orders or instructions given by any member of the Group, as the case may be;</u>

- (iii) where the Grantee has been declared bankrupt or adjudged to be bankrupt by a competent court or governmental body or has failed to pay his debts as they fall due within the meaning of the Bankruptcy Ordinance (Chapter 6 of the Laws of Hong Kong) or any other applicable laws, rules or regulations;
- (iv) where the Grantee has become otherwise insolvent or has made any arrangements or compositions with his creditors generally or an administrator has taken possession of any of his assets;
- (v) where the Grantee has been convicted of any criminal offence involving his, her or its integrity or honesty;
- (vi) where the Grantee has been convicted of or is being held liable for any offence under or any breach of the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong) or other securities laws or regulations in Hong Kong or any other applicable laws or regulations in force from time to time; or
- (vii) where the Grantee has, in the sole opinion of the Board, conducted himself in any manner whatsoever to the detriment of or prejudicial to the interests of any member of the Group;
- “Offer”** means an offer of the grant of the Option(s) made in accordance with paragraph 4;
- “Offer Date”** means the date on which an Offer is made to an Eligible Person, which must be a Business Day;
- “Option(s)”** means a right to subscribe for one ordinary share in the capital of the Company pursuant to the Scheme and the Offer Letter (as defined in paragraph 4.24.4);

“Option Period”	means a period to be determined and notified by the Board to the Grantee during which the Option(s) may be exercised, which period shall commence on the Commencement Date and expire in any event not later than the last day of the 10 year period after the Commencement Date (subject to the provisions for early termination contained in paragraph 7);	R17.03(5)
“Option Price”	means the amount of HK\$1.00 payable for each acceptance of an Offer;	R17.03(8)
“Prospectus”	means the prospectus of the Company proposed to be issued on or about 17 March 2016 in relation to the listing of Shares on the Stock Exchange;	
<u>“Related Entity Participant(s)”</u>	<u>has the meaning given to it in paragraph 3.5.3;</u>	
“Scheme”	means this share option scheme in its present or any amended form;	
<u>“Scheme Mandate Limit”</u>	<u>has the meaning given to it in paragraph 8.1;</u>	
<u>“Service Provider(s)”</u>	<u>has the meaning given to it in paragraph 3.5.4;</u>	
<u>“Service Provider Sub-limit”</u>	<u>has the meaning given to it in paragraph 8.1;</u>	
“Share(s)”	means fully paid ordinary shares of HK\$0.01 each in the share capital of the Company (or, if there has been a sub-division, consolidation, reduction, re-classification, redenomination or reconstruction of the share capital of the Company, ordinary shares forming part of the equity share capital of the Company of such revised amount as shall result from such sub-division, consolidation, reduction, re-classification, redenomination or reconstruction of such ordinary shares from time to time);	
<u>“Share Schemes”</u>	<u>collectively, the share option schemes and share award schemes involving the grant of awards or options over Shares adopted or to be adopted by the Company from time to time;</u>	

“Shareholder(s)”	means the shareholders of the Company for the time being;
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited;
“Subscription Price”	means the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option pursuant to paragraph 5;
“Subsidiary(ies)”	means a subsidiary (within the meaning of Section 15 of the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) of the Company for the time being;
“Substantial Shareholder(s)”	has the meaning ascribed thereto under the Listing Rules; and
“%”	means per cent.

1.2 In the Scheme, unless the context otherwise requires:

1.2.1 paragraph headings are inserted for convenience only and do not affect its interpretation;

1.2.2 words in the singular include the plural and vice versa;

1.2.3 words denoting the masculine gender include the feminine gender; and

1.2.4 a reference to any enactment shall be construed as a reference to that enactment as from time to time amended, extended or re-enacted.

2. CONDITIONS

2.1 The Scheme is conditional on:

2.1.1 the Listing Committee granting approval of the listing of, and permission to deal in, the Shares which may fall to be issued pursuant to the exercise of any Options granted hereunder;

2.1.2 the passing of the resolutions by the Shareholders to approve and adopt the Scheme and to authorise the Board to grant Options under the Scheme and to allot and issue Shares pursuant to the exercise of any Options; and

- 2.1.3 the commencement of dealings in the Shares on the Stock Exchange.
- 2.2 If all the conditions set out in paragraph 2.1 are not satisfied on or before the expiry of six months after the Adoption Date:
- 2.2.1 the Scheme shall immediately terminate;
- 2.2.2 any Option granted or agreed to be granted pursuant to the Scheme and any Offer of such a grant shall be of no effect;
- 2.2.3 no person shall be entitled to any rights or benefits or be under any obligations in respect of the Scheme or any Option; and
- 2.2.4 any amount(s) paid by any Grantee(s) in respect of the Option Price shall be refunded (without interest) by the Company.
- 2.3 A certificate of a Director that all of the conditions set out in paragraph 2.1 have been satisfied and the date on which such conditions were satisfied or that such conditions have not been satisfied as of any particular date and the exact date of the “**Adoption Date**” shall be conclusive evidence of the matters certified.

3. PURPOSE, DURATION, ADMINISTRATION AND ELIGIBILITY

3.1 The purpose of the Scheme is to:

R17.03(1)

~~The purpose of the Scheme is to provide incentive or reward to Eligible Persons for their contribution to, and continuing efforts to promote the interests of, the Group and for such other purposes as the Board may approve from time to time. In determining the basis of eligibility of each Eligible Person, the Board would take into account such factors as the Board may at its discretion consider appropriate.~~

3.1.1 recognise and reward certain Eligible Persons for their contribution and continuing efforts to promote the growth and development of the Group;

3.1.2 give incentives to certain Eligible Persons in order to retain them for the continual operation and development of the Group and align the interests of the Eligible Persons with those of the Group;

3.1.3 attract suitable personnel to contribute to the continual operation and further development of the Group;

in each case, through ownership of the Shares, dividends and other distributions paid on Shares and/or the increase in value of the Shares.

- 3.2 Subject to the fulfilment of conditions in paragraph 2.1 and the termination provisions in paragraph 14, the Scheme shall be valid and effective for a period of 10 years commencing on the Listing Date, after which period no further Options shall be granted but the provisions of the Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of any Options granted prior thereto which are at that time or become thereafter capable of exercise under the Scheme, or otherwise to the extent as may be required in accordance with the provisions of the Scheme. R17.03(11)
- 3.3 The Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to the Scheme or its interpretation or effect (save as otherwise provided herein) shall be final and binding on all parties. The Board may delegate the authority to administer this Scheme to the Committee or appoint one or more persons, entities or contractors to assist in the administration of this Scheme and delegate such powers and/or functions relating to the administration of this Scheme as the Board thinks fit.
- 3.4 For the avoidance of doubt, the Committee shall have powers of recommending and/or deciding (on and subject to the terms and conditions provided under this Scheme) the selection of the Eligible Persons, the terms and conditions of the Option(s) to be granted under this Scheme from time to time (including but not limited to the number of Shares underlying the Option(s), the Option Period, vesting criteria, performance targets, and other terms and conditions), and other related matters as expressly provided under this Scheme or in accordance with the Listing Rules or other applicable laws, rules and regulations. In the event that a Grantee is a member of the Board, such person may, notwithstanding his own interest but subject to the articles of association of the Company and the applicable laws, rules and regulations, vote on any resolution of the Board or the Committee concerning this Scheme (other than in respect of the grant or vesting of any Option(s) to or in him under this Scheme).
- 3.4 The Board may, at its absolute discretion, invite any person belonging to any of the following classes of Eligible Persons, to take up Options to subscribe for Shares: R17.03(2)
R17.03A(1)
- 3.5.1 ~~any full-time or part-time employees, executives or officers of the~~ director of a Group Company or any of its Subsidiaries;
- 3.5.2 any employee (whether full time or part time) of a Group Company (“Employee(s)”); R17.03A(1)(a)
- 3.5.3 any director or employee of any holding company or fellow subsidiary or associated company of the Company (“Related Entity Participant(s)”); R17.03A(1)(b)

3.5.4 (a) (i) any medical or dental practitioner or (ii) medical or dental professional, in each case, who provides medical and healthcare services to the customers of the Group; or (b) any service provider who provides medical and healthcare related advisory services to the Group; and in each case, as an independent contractor, adviser or consultant (whether directly engaged by the Group or through his/her service company) and provides services to the Group on a continuing or recurring basis in his/her/its ordinary and usual course of business which are in the interests of the long-term growth of the Group (“Service Provider(s)”).

R17.03A(1)(c)
Note
R17.03A(2)

and, for the purposes of the Scheme, the Option(s) may be granted to any company owned by one or more of the above participants or any trust which the settlor is the above participant, however, no individual who is resident in a place where the grant of the Option(s), the vesting or exercise of the Option(s) and/or the subscription of Shares pursuant to the terms of the Scheme is not permitted under the laws and regulations of such place or where, in the view of the Board, compliance with applicable laws and regulations in such place make it necessary or expedient to exclude such individual, shall be entitled to participate in the Scheme and such individual shall therefore be excluded from the term Eligible Person(s).

~~3.4.2 any directors (including executive directors, non-executive directors and independent non-executive directors) of the Company or any of its Subsidiaries;~~

~~3.4.3 any advisers, consultants, suppliers, customers and agents to the Company or any of its Subsidiaries; and~~

~~3.4.4 such other persons who, in the sole opinion of the Board, will contribute or have contributed to the Group, the assessment criteria of which are:~~

~~3.4.4.1 contribution to the development and performance of the Group;~~

~~3.4.4.2 quality of work performed for the Group;~~

~~3.4.4.3 initiative and commitment in performing his/her duties; and~~

~~3.4.4.4 length of service or contribution to the Group.~~

4. GRANT OF OPTIONS

4.1 Subject to the terms of the Scheme, the Board shall be entitled but shall not be bound at any time within the period of 10 years after the Listing Date to make an Offer to any Eligible Person, taking into account such factors as the Board may at its absolute discretion consider appropriate. The Board may in its absolute discretion select to subscribe for such number of Shares, being a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof, subject to paragraphs 4.4, 4.5, 4.6, 4.8

and 8, as the Board may determine at the Subscription Price. The Board may in its absolute discretion specify such conditions as it thinks fit when making an Offer to an Eligible Person (including, without limitation, as to performance criteria which must be satisfied by the Eligible Person and/or the Company and/or its Subsidiaries, before an Option may be exercised), provided that such conditions shall not be inconsistent with any other terms and conditions of the Scheme and the Listing Rules.

4.2 In assessing the eligibility of any director of a Group Company or Employee, the Board may consider, among other things, such Eligible Person's individual performance, time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard, the length of employment or engagement with the Group, contribution and/or future contribution to the development and growth of the Group. In assessing the eligibility of any Related Entity Participant, the Board will consider, among others, their participation and contribution to the development of the Group and/or the extent of benefits and synergies brought to the Group.

4.3 In assessing the eligibility of any Service Provider and whether such Service Provider provides services on a continuing or recurring basis in his, her or its ordinary and usual course of business, the Board shall consider all relevant factors as appropriate, including, among others,

R17.03A(2)

4.3.1 the types of services the Service Provider had performed or will perform for the Group or for customers of the Group;

4.3.2 the individual performance of the Service Provider;

4.3.3 the relevant experience or expertise of the Service Provider;

4.3.4 the period of service or engagement to the Group by the Service Provider;

4.3.5 the Service Provider's contribution and/or future contribution to the development and growth of the Group; and

4.3.6 other factors, including but not limited to the capability, expertise, technical know-how and/or the synergy between the relevant Service Provider and the Group.

4.2 Each Offer shall be made to an Eligible Person in writing in such form as the Board
4.4 may from time to time determine (the "Offer Letter") and shall:

4.2.1 state the name, address and position of the Eligible Person in the Group (if
4.4.1 applicable);

- 4.2.2 state the Offer Date;
4.4.2
- 4.2.3 specify a date, being a date not later than 28 days after (i) the Offer Date, or (ii)
4.4.3 the date on which the conditions for the Offer are satisfied, by which the Eligible Person must accept the Offer or be deemed to have declined it;
- 4.2.4 state the method and procedures for accepting the Offer and that an acceptance of
4.4.4 the Offer must be accompanied by payment of the Option Price;
- 4.2.5 state that the Option Price is not refundable (except in the case of paragraph
4.4.5 4.12) and shall not in any circumstances be, or be deemed to be, a part payment of the Subscription Price;
- 4.2.6 specify the number of Shares and the number of Option(s) to which the Offer
4.4.6 relates;
- 4.2.7 specify the Subscription Price;
4.4.7
- 4.2.8 specify the Option Period, and the date or dates during the Option Period upon
4.4.8 which the Option(s) shall first become exercisable; R17.03(5)
- 4.2.9 specify any other conditions which must be satisfied before the Option(s) may be
4.4.9 exercised, including without limitation such performance targets as the Board may determine from time to time;
- ~~4.2.10~~ require the Eligible Person to undertake to hold the Option(s) on the terms on
4.4.10 which it is to be granted and to be bound by the provisions of the Scheme; and
- ~~4.2.11~~ subject to the above, be made in such form as the Board may from time to time
4.4.11 prescribe.
- ~~4.3~~ No Offer shall be made after an event involved Inside Information has occurred or a
4.5 matter involved Inside Information has been the subject of a decision or after inside information has come to the Company's knowledge, until such Inside Information has been published pursuant to the requirements of the Listing Rules. In particular, during the period commencing one month immediately preceding the earlier of (i) the date of the meeting of the Board (as such date is first notified by the Company to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (ii) the deadline for the Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing R17.05(1)
R17.05(2)
R17.05
Note

Rules), and ending on the date of actual publication of the results announcement, no Option may be granted. The period during which no Option may be granted will cover any period of delay in the publication of results announcement.

- 4.4 Subject to paragraph 4.54.7, the total number of Shares issued and which may fall to
- 4.6 be issued upon exercise of the Option(s) granted under this Scheme and any other ~~share option schemes of the Company (including both exercised, outstanding Option(s) and Shares which were the subject of Option(s) which have been granted and accepted under this Scheme or any other scheme of the Company but subsequently cancelled~~ Share Schemes (excluding any share options or any share awards lapsed in accordance with the terms of the Share Schemes) to each Eligible Person in any 12-month period up to and including the date of grant shall not exceed 1% of the Shares in issue as at the date of grant. Any further grant of Option(s) in excess of this 1% limit shall be subject to:
- 4.4.1 ~~the issue of a circular by the Company containing the identity of the Eligible Person, the number of and terms of the Option(s) to be granted (and Option(s) previously granted to such Eligible Person), the information as required under Rules 17.02(2)(d) and the disclaimer required under 17.02(4) of the Listing Rules; and~~
- 4.4.2 ~~the approval of~~ by the shareholders ~~Shareholders~~ in general meeting ~~and/or other~~
- 4.6.1 ~~requirements prescribed under the Listing Rules from time to time with such Eligible Person, with such Grantee and his close associates (as defined in the Listing Rules) (or his~~ associates if the Eligible Person ~~such Grantee is a connected person (as defined in the Listing Rules)) abstaining from voting. The;~~
- 4.6.2 ~~the despatch of a circular to the Shareholders containing such relevant information as required by the Listing Rules in relation to any such proposed grant to such Grantee; and~~ the despatch of a circular to the Shareholders containing such relevant information as required by the Listing Rules in relation to any such proposed grant to such Grantee; and
- 4.6.3 ~~the number and terms (including of the exercise price) of Option(s) to be granted to such Eligible Person must be~~ Grantee are fixed before the shareholders' approval and the date of the Board meeting at which the Board proposes to grant the Option(s) to such Eligible Person shall be taken as the date of grant for the purpose of calculating the subscription price of the Shares. Shareholders' approval.
- 4.5 Where an Option is to be granted to a Listco Connected Person, the grant shall not be
- 4.7 valid unless it has been approved by the independent non-executive Directors, excluding any independent non-executive Director who is also a proposed Grantee of the Option.

R17.03(4)
R17.03D(1)

R17.03D(1)
R17.03D(2)

R17.03D(2)

R17.04(1)

~~4.6 Where an Option is to be granted to a Substantial Shareholder or an independent non-executive Director (or any of their respective associates), and the grant will, in the 12-month period up to and including the Offer Date, result in the number and value of the Relevant Shares (as defined in paragraph 4.9) exceeding the following:~~

~~4.6.1 0.1% of the total number of Shares in issue at the relevant time of grant; and~~

~~4.6.2 an aggregate value (based on the closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange on the date of each grant) in excess of HK\$5 million, such grant shall not be valid unless:~~

~~a circular containing the details of the grant has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules (including in particular, a recommendation from the independent non-executive Directors (excluding the independent non-executive Director who is the prospective Grantee) to the independent Shareholders as to voting); and~~

~~the grant has been approved by the Shareholders in general meeting (taken on a poll), at which all Core Connected Persons abstained from voting in favour at such meeting.~~

~~4.7 For the purpose of calculating the limit in paragraphs 4.4 and 4.6, Options that have already been lapsed in accordance with paragraph 7 shall not be counted.~~

4.8 Where any grant of Option(s) to an independent non-executive Director or substantial Shareholder (as defined in the Listing Rules) 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 the Options granted under this Scheme and (if any) the share options and other share awards granted under any other Share Scheme(s) (excluding any share options and other share awards lapsed in accordance with the terms of the Share Schemes) 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 the Listing Rules may prescribe or permit) of the total number of issued Shares as at the date of such grant. Such further grant of Option(s) must be approved by Shareholders in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules. In particular, the Company must send a circular to the Shareholders. The Grantee, his associates and all Core Connected Persons must abstain from voting in favour of the relevant resolution at such general meeting. The Company must comply with the relevant requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules.

R17.04(43)
Note

R17.04(4)

- 4.8 Any change in the terms of any Option granted to a ~~Substantial Shareholder or an~~
4.9 ~~independent non-executive Director (or any of their respective associates) which~~
~~would result in the number and value of the Relevant Shares exceeding that set out in~~
~~paragraph 4.6~~ Listco Connected Person, which was approved by the Shareholders in
general meeting, shall not be valid unless:
- 4.8.1 ~~a circular regarding the change has been despatched to the Shareholders in a~~
4.9.1 manner complying with, and containing the matters specified in paragraph 4.11
~~and the relevant provisions of Chapter 17 of the Listing Rules; and~~
- 4.8.2 ~~the change has been approved by the Shareholders in general meeting (taken on a~~
4.9.2 poll), at which the Grantee, his associates and all Core Connected Persons
abstained from voting in favour at such meeting.
- 4.9 ~~For the purposes of paragraph 4.6, “Relevant Shares” shall mean Shares issued and to~~
~~be issued upon exercise of all Options (granted and proposed to be granted, whether~~
~~exercised, cancelled or outstanding) to such Eligible Person referred to in paragraph~~
~~4.6 in the 12-month period expiring on the Offer Date of the relevant Option referred~~
~~to in paragraph 4.6.~~
- 4.10 The circular to be issued by the Company to the Shareholders pursuant to paragraph ~~4.8.1~~
4.8 and 4.9.1 shall contain the following information:
- 4.10.1 the details of the number and terms (including the exercise price) of the ~~the~~
Option(s) to be granted to each selected Eligible Person, which must be fixed
before the Shareholders’ meeting and the date of Board meeting for proposing
such further grant shall be taken as the date of grant for the purpose of
calculating the exercise price of such Option(s);
- 4.10.2 ~~a recommendation from the views of the independent non-executive Directors~~
(excluding any independent non-executive Director who is the Grantee of the
Option(s)) 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 voting;
- 4.10.3 the information required under Rule 17.02(2)(c) ~~and (d) and the disclaimer~~
~~required under Rule 17.02(4)~~ of the Listing Rules; and
- 4.10.4 the information required under Rule 2.17 of the Listing Rules.

R17.04(5)
Note (1)

R17.04(45)

R17.04(5)(a)
Note

R17.04(5)(b)

R17.04(5)(c)

R17.04(5)(d)

4.11 Any Offer may be accepted in respect of all or less than the number of Shares in respect of which it is offered provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral number thereof. To the extent that an Offer is not accepted within the time stated in the Offer for that purpose, it will be deemed to have been irrevocably declined.

4.12 In the cases referred to in paragraphs ~~4.4 to 4.6~~ to 4.8, where an Option has not been approved by the Shareholders in general meeting or by the independent non-executive Directors (as the case may be), the Option Price paid by an Eligible Person relating to such Option shall be refunded (without interest) by the Company.

5. SUBSCRIPTION PRICE

5.1 Subject to paragraphs 5.2 and 9, the Subscription Price shall be a price solely determined by the Board and notified to an Eligible Person and shall be at least the ~~highest~~higher of:

R17.03(9)
Note 1

5.1.1 the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the Offer Date, which must be a Business Day; ~~and~~

R17.03E

5.1.2 the average of the closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five Business Days immediately preceding the Offer Date (provided that the new issue price shall be used as the closing price for any Business Day falling within the period before the Listing Date where the Company has been listed for less than five Business Days as at the Offer Date); ~~and.~~

~~5.1.3 the nominal value of the Shares.~~

5.2 Where a relevant Option is to be granted under paragraph ~~4.4, 4.5 or 4.6,~~ 4.7 or 4.8, for the purposes of paragraphs 5.1.1 and 5.1.2, the date of the Board meeting at which the grant was proposed shall be taken to be the Offer Date for such relevant Option, and the provisions of paragraph 5.1 shall apply *mutatis mutandis*.

R17.04(1)
R17.03(4)

6. EXERCISE OF OPTION

6.1 An Option shall be personal to the Grantee and shall not be assignable nor transferable, and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any Option.

R17.03(17)

6.2 An Option may be exercised according to the terms of the Scheme and the relevant Offer Letter by the Grantee (or his personal representatives) before its expiry by giving notice in writing to the Company stating that the number of Option(s) is to be

exercised and the number of Shares in respect of which it is exercised, provided that the number of Shares shall be equal to the size of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof. Such notice must be accompanied by a remittance for the full amount of the aggregate Subscription Price for the Shares in respect of which the notice is given. Within 28 days after receipt of the notice and the remittance and (where appropriate) receipt of the Auditor's or the independent financial adviser's certificate under paragraph 9, the Company shall allot and issue the relevant Shares to the Grantee (or his personal representatives) credited as fully paid and issue to the Grantee (or his personal representatives) a share certificate in respect of the Shares so allotted.

- 6.3 The Board may from time to time, in its absolute discretion, determine the vesting period upon which the Options may be vested in that Grantee in respect of all or a proportion of the Shares. The vesting period in respect of any Option shall be not less than twelve (12) months (or such other period as the Listing Rules may prescribe or permit), save for any of the following circumstances in which a shorter vesting period may be imposed by the Board in its absolute discretion only in relation to the grant of Options to directors of Group Companies or Employees: R17.03(6)
- 6.3.1 grants of "make whole" Options to any Grantees (who are directors of Group Companies or Employees) who are new joiners to replace the share awards or options forfeited when leaving the previous employer; R17.03(7)
R17.03F
- 6.3.2 grants of Options with performance-based vesting conditions in lieu of time-based vesting criteria;
- 6.3.3 grants of Options to any Grantees (who are directors of Group Companies or Employees) whose employment or engagement is terminated due to retirement (including early retirement agreed with the relevant member of the Group), death, disability or event of force majeure;
- 6.3.4 grants of Options in batches during a year for administrative or compliance reasons, including Options that should have been granted earlier but had to wait for a subsequent batch if not for such administrative or compliance reasons, in which case the vesting period may be shorter to reflect the time from which the Options would have been granted;
- 6.3.5 grants of Options with a mixed or accelerated vesting schedule such as where the Options may vest evenly over a period of twelve (12) months; or
- 6.3.6 grants of Options with a total vesting and holding period of more than twelve (12) months.

6.4 Unless otherwise determined by the Board and specified in the Offer Letter (as defined in paragraph ~~4.24.4~~) at the time of the Offer Date, the Grantee is not required to achieve any performance targets. The conditions(s) or performance target(s), if imposed, may include without limitation (i) individual financial targets such as revenue or profits generated by the Grantee over a defined period; (ii) individual non-financial targets relevant to the Grantee's roles and responsibilities; (iii) financial targets of the Group, whether on a targeted or comparative basis; (iv) non-financial targets of the Group such as the Group's strategic objectives, operational targets and plans for future development; and (v) any other performance targets that the Board may appropriately determine in their sole and absolute discretion. Where any vesting condition(s) or performance target(s) have been imposed, the Board, acting through the Company, shall notify the Grantee in writing by notice in respect of the fulfilment, satisfaction or waiver of such vesting condition(s) or performance target(s) as determined by the Board in its absolute discretion. The Board has the absolute discretion to determine whether and to what extent such vesting condition(s) or performance target(s) have been reached, fulfilled, satisfied or waived and its decision shall, in the absence of manifest error, be final, conclusive and binding.

R17.03(7)

~~6.5~~ Notwithstanding the ~~Subject to~~ above, an Option may be exercised by the Grantee (or his personal representatives) at any time during the Option Period:

Provided that:

~~6.4.1~~ subject to paragraphs ~~6.3.2~~ and ~~7.1.5~~, where the Grantee of any outstanding Option(s) ceases to be an Eligible Person for any reason, the Option(s) may be exercised within one month after the date of such cessation, which date shall be (i) if he is an employee or a director of the Company or any Subsidiary, his last actual working day with the Company or any Subsidiary whether salary is paid in lieu of notice or not; or (ii) if he is not an employee of the Company or any Subsidiary, the date on which the relationship constituting him an Eligible Person ceases;

~~6.4.2~~ where the Grantee of any outstanding Option(s) dies or becomes permanently disabled or retires before exercising the Option(s) in full or at all, the Board shall determine in its absolute discretion whether the Options, which have not vested and become exercisable, shall be exercisable and the period within which such Options shall be exercised, subject to the requirements of the Listing Rules. The outstanding Option(s) that have vested may be exercised up to the entitlement of such Grantee or, if appropriate, an election made pursuant to paragraphs ~~6.3.3~~6.5.2, ~~6.3.4~~6.5.3 or ~~6.3.6~~6.5.5 by his personal representatives within twelve months after the date of his death or permanent disability or such longer period as the Board may determine;

- 6.45.32 if a general offer by way of a take-over is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional, the Board shall determine in its absolute discretion whether the Options, which have not vested and become exercisable, shall be exercisable and the period within which such Options shall be exercised, subject to the requirements of the Listing Rules. In relation to Options which may be exercised, the Company shall forthwith notify all the Grantees and any Grantee (or his personal representatives) may by notice in writing to the Company within 21 days after such offer becoming or being declared unconditional exercise all or part of the outstanding Option(s) as specified in such notice;
- 6.45.43 if a general offer by way of a scheme of arrangement is made to all the Shareholders and the scheme has been approved by the necessary number of Shareholders at the requisite meetings, the Board shall determine in its absolute discretion whether the Options, which have not vested and become exercisable, shall be exercisable and the period within which such Options shall be exercised, subject to the requirements of the Listing Rules. In relation to Options which may be exercised, the Company shall forthwith notify all the Grantees and any Grantee (or his personal representatives) may thereafter (but before such time as shall be notified by the Company) by notice in writing to the Company exercise all or part of the Option(s) as specified in such notice;
- 6.45.54 other than a general offer or a scheme of arrangement contemplated in paragraphs 6.3.36.5.2 and 6.3.46.5.3, if a compromise or an arrangement between the Company and its Shareholders or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Board shall determine in its absolute discretion whether the Options, which have not vested and become exercisable, shall be exercisable and the period within which such Options shall be exercised, subject to the requirements of the Listing Rules. In relation to Options which may be exercised, the Company shall give notice thereof to the Grantee (together with a notice of the existence of the provisions of this paragraph) on the same date or soon after it despatches the notice to each member or creditor of the Company summoning the meeting to consider such a compromise or arrangement, and thereupon the Grantee (or his personal representatives) may forthwith and until the expiry of the period commencing with such date and ending with the earlier of two months thereafter and the date on which such compromise or arrangement is sanctioned by the court of competent jurisdiction, exercise any of his Option(s) which have vested whether in full or in part, but the exercise of an Option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court of competent jurisdiction and becoming effective and subject to the requirements of

the Listing Rules. Upon such compromise or arrangement becomes effective, all Option(s) shall lapse except insofar as previously exercised under the Scheme. The Company may require the Grantee (or his personal representatives) to transfer or otherwise deal with the Shares issued as a result of the exercise of Option(s) in these circumstances so as to place the Grantee in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement; and

6.45.65 in the event a notice is given by the Company to its Shareholders to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company other than for the purposes of a reconstruction, amalgamation or scheme of arrangement, the Board shall determine in its absolute discretion whether the Options, which have not vested and become exercisable, shall be exercisable and the period within which such Options shall be exercised, subject to the requirements of the Listing Rules. In relation to Options which may be exercised, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all Grantees (together with a notice of the existence of the provisions of this paragraph) and thereupon, each Grantee (or his personal representatives) shall be entitled to, subject to the requirements of the Listing Rules, exercise all or any of his Option(s) that have vested at any time not later than two Business Days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate Subscription Price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than one Business Day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid. In the event that the relevant resolution to voluntarily wind-up the Company is not approved in the general meeting, any Option(s), if exercisable, shall continue to be exercisable subject to the terms and conditions under this Scheme.

R17.03(10)

6.56 The Shares to be allotted and issued upon the exercise of the Option(s) shall be subject to the Company's memorandum and articles of association and the laws of the Cayman Islands for the time being in force and shall rank pari passu in all respects with, the fully-paid Shares in issue of the Company and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation of the Company, as existing fully paid Shares in issue as at the date of allotment and to the Grantee after the exercise of the Option(s) and, without prejudice to the generality of the foregoing, will entitle the holders to participate in all dividends or other distributions paid or made on or after the date of allotment other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the date of allotment.

R17.03(10)
R17.03(15)

7. LAPSE OF OPTION

7.1 The right to exercise an Option (which is unexercised) shall terminate immediately upon the earliest of: R17.03(12)

7.1.1 the expiry of the Option Period;

7.1.2 ~~the expiry of any of the periods referred to in paragraph 6.3.1, 6.3.2 or 6.3.3;~~any Grantee ceases to be an Eligible Person (including resignation, the termination of his employment, provision of service or contractual engagement with the Company or any other member of the Group for any reason, other than for reason as provided in paragraph 6.5.1);

7.1.3 ~~subject to the scheme of arrangement becoming effective, the expiry of the period referred to in paragraph 6.3.4;~~any Grantee commits any Misconduct(s);

7.1.4 ~~subject to the compromise or arrangement referred to in paragraph 6.3.5;~~any Grantee is concerned, during the course of his employment, provision of service or contractual engagement with any member of the Group, without prior written consent of the Company, with any business which competes or is likely to compete with the business of any member of the Group;

7.1.5 ~~the date on which the Grantee ceases to be an Eligible Person by reason of summary dismissal for misconduct or other breach of the terms of his employment or other contract constituting him an Eligible Person, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his debts or has become insolvent or has made any arrangements or composition with his creditors generally or on which he has been convicted of any criminal offence involving his integrity or honesty. A resolution of the Board to the effect that the employment or other relevant contract of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph 7.1.5 shall be conclusive;~~

7.1.6 ~~subject to paragraph 6.3.6, the date of the commencement of the winding-up of the Company;~~

7.1.7 the date on which the Grantee commits a breach of paragraph 6.1; or

7.1.5

7.1.8 ~~the date on which the Option is cancelled by the Board as provided in paragraph 13; or~~

7.1.6 there is any material misstatement(s) in the consolidated financial statements of the Company that requires restatement.

~~7.1.9 the non-fulfillment of any condition referred to in paragraph 2 on or before the date stated therein.~~

The Company shall owe no liability to any Grantee for the lapse of any Option under this paragraph 7.

7.2 Save for as set out in paragraph 7.1 unless otherwise determined by the Board, there is no clawback mechanism under this Scheme to recover or withhold the remuneration (which may include any Options granted or Shares that have vested and been transferred to Eligible Persons) to any Eligible Persons. R17.03(19)

8. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION

- 8.1 ~~The maximum aggregate maximum number of Shares (“Scheme Mandate Limit”) which may be issued upon exercise of all outstanding Options granted and yet to be exercised under the Scheme and any other share option schemes of the Company, must or allotted by the Company in respect of all the Options to be granted under this Scheme and all the share options and share awards to be granted under any other Share Scheme(s) shall not, in aggregate, exceed 30ten per cent (10%) of the total number of Shares in issue from time to time. No options may be granted under the Scheme and any other share option schemes of the Company if this will result in such limit being exceeded.~~ issued Shares as at the Listing Date or the relevant date R17.03(3)
R17.03B(1)
- 8.2 ~~Subject to paragraphs 8.1, 8.4 and 8.5, at the time of adoption by the Company of approval of the refreshment of the Scheme or any new share option scheme (the “New Scheme”), theMandate Limit. The aggregate maximum number of Shares (“Service Provider Sub-limit”) which may be issued upon exercise of all or allotted by the Company in respect of all Options to be granted under the Scheme, the New Scheme and all schemes existing at such time (the “Existing Schemes”) of the Company must not in aggregate to all Service Providers pursuant to the Scheme and all the share options and share awards to be granted to all Service Providers under any other Share Scheme(s) shall not exceed 40eight per cent (8%) of the total number of issued Shares in issue as at the Listing Date (excluding Shares which may be allotted and issued under the Over-allotment Option (as defined in the Prospectus) (the “Scheme Mandate Limit”). On the basis of 350,000,000 Shares in issue on the Listing Date, the Scheme Mandate Limit will be equivalent to 35,000,000 Shares, representing 10% of the Shares in issue as at the Listing Date. or the relevant date of approval of the refreshment of the Service Provider Sub-limit.~~ R17.03(3)
- 8.3 For the purposes of calculating the Scheme Mandate Limit under paragraph 8.2, 8.2 Shares which are the subject matter of any Options that have already lapsed in accordance with the terms of the relevant ExistingShare Scheme(s) shall not be counted. R17.03(3)

8.4 The Scheme Mandate Limit may be refreshed by ordinary resolution of the
8.3 Shareholders in general meeting, provided that:

R17.03(3)
R17.03C(1)(a)

8.3.1 the Company may refresh the Scheme Mandate Limit by ordinary resolution at general meeting after three (3) years from the Listing Date (or from the date of Shareholders' approval for the last refreshment) in accordance with the applicable Listing Rules; and

R17.03C(1)(b)(i)
R17.03C(1)(b)(ii)

8.3.2 any refreshment of the Scheme Mandate Limit within the three-year period from the Adoption Date (or from the date of Shareholders' approval for the last refreshment) must be approved by the Shareholders in general meeting subject to the following provisions: (a) any controlling Shareholders (as defined in the Listing Rules) of the Company and their associates (or if there is no controlling Shareholder, Directors (excluding independent non-executive Directors) and chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting; and (b) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules,

provided that paragraphs 8.3.2(a) and (b) above do not apply if the refreshment is made immediately after an issue of Shares by the Company to its Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the total number of issued Shares) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of Shares, rounded to the nearest whole Share.

R17.03C(1)(c)

~~8.4.1 the~~The Scheme Mandate Limit so refreshed under paragraph 8.3 shall not exceed ten
8.4 per cent (10%) of the total number of issued Shares as at the date of Shareholders' approval of the ~~refreshing~~refreshment of the Scheme Mandate Limit~~;~~.

R17.03(3)
R17.03C(2)

8.4.2 ~~Options previously granted under any Existing Schemes (including Options outstanding, cancelled, or lapsed in accordance with the relevant scheme rules or exercised options) shall not be counted for the purpose of calculating the limit as refreshed; and~~

8.4.3 ~~a~~A circular regarding the proposed ~~refreshing~~refreshment of the Scheme Mandate Limit ~~has been~~must be despatched to the Shareholders containing the ~~information~~
required under Rule 17.02(2)(d) and the disclaimer required under Rule 17.02(4) of the Listing Rules ~~number of Options and any other share options and share awards that were already granted under the existing Scheme Mandate Limit and the reason for the refreshment.~~

8.5 The Company may seek separate approval from the Shareholders in the general meeting for granting Options which will result in the Scheme Mandate Limit being exceeded, provided that:

R17.03
R17.03C(3)

8.5.1 the grant is to Eligible Persons specifically identified by the Company before the approval is sought; ~~and~~

8.5.2 a circular regarding the grant has been despatched to the Shareholders in a manner complying with, and containing a generic description of the specified Eligible Persons who may be granted such Options, the number and terms of the Options to be granted, the purpose of granting Options to the specified Eligible Persons with an explanation as to how the terms of the Options serve such purpose, the information required under ~~Rule 17.02(2)(d) and the disclaimer required under Rule 17.02(4) of the Listing Rules;~~ and

8.5.3 the number and terms of the Options to be granted to such Grantee(s) are fixed before the Shareholders' approval.

9. EFFECT OF ALTERATIONS TO SHARE CAPITAL

If the Company conducts any capitalisation issue, rights issue, share consolidation, share sub-division or capital reduction, corresponding adjustments (if any) shall be made to the Subscription Price of any option and/or maximum number of Shares that may be issued by the Company in respect of all the Options and other share awards and share options to be granted pursuant to all the Share Schemes under the unutilised Scheme Mandate Limit referred to in paragraph 8.1 (or as increased in accordance with paragraph 8.3 or 8.5, as the case may be) with reference to the total number of issued Shares as at the date immediately before and after such event and rounded to the nearest whole Share, such that each Grantee will be entitled to the same proportion of the Company's share capital as that to which such Grantee was previously entitled, provided that no such adjustment may be made to the extent that any Share would be issued at less than its nominal value, if applicable. In respect of any such adjustments, other than any made on a capitalisation issue, an independent financial adviser or the Company's auditors must confirm to the Directors in writing that the adjustments satisfy the requirements under the note to Rule 17.03(13) of the Listing Rules.

R17.03(13)

~~9.1 In the event of any alteration to the capital structure of the Company whilst any Option remains exercisable, arising from capitalization of profits or reserves, rights issue, consolidation, redenomination, subdivision or reduction of the share capital of the Company in accordance with the legal requirements or 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, adjustment (if any) shall be made to:~~

- ~~9.1.1 the number or nominal amount of Shares subject to the Option(s) so far as unexercised; and/or~~
- ~~9.1.2 the Subscription Price for the Shares subject to the Option(s) so far as unexercised; and/or~~
- ~~9.1.3 the number of Option(s) to which the Grantee is entitled; and/or~~
- ~~9.1.4 the number of Shares to which the Option(s) relate; and/or~~
- ~~9.1.5 the method of exercise of the Option(s) (if applicable); and/or~~
- ~~9.1.6 any combination thereof as the Auditors or the independent financial adviser to the Company (acting as expert not arbitrator) shall at the request of the Company certify in writing to the Board either generally or as regards any particular Grantee that the adjustments are in compliance with Rule 17.03(13) of the Listing Rules and the notes thereto.~~
- ~~9.2 Any such alterations must give a Grantee the same proportion of the equity capital of the Company as to which that Grantee was previously entitled, and any alterations so made shall be in compliance with the Listing Rules and such applicable guidance and/or interpretation of the Listing Rules from time to time issued by the Stock Exchange (including, without limitation, the “Supplemental Guidance on Main Board Listing Rule 17.03(13)/GEM Listing Rule 23.03(13) and the Notice immediately after the Rule” attached to the letter of the Stock Exchange dated 5 September 2005 to all issuers relating to share option scheme) but no such alterations shall be made the effect of which would be to enable a Share to be issued at less than its nominal value. The issue of securities as consideration in a transaction may not be regarded as a circumstance requiring any such alterations. In respect of any alteration referred to in this paragraph 9, other than any alteration made on a capitalisation issue, the Auditors or the independent financial adviser must confirm to the Directors in writing that the adjustments satisfy the requirements of the Note to Rule 17.03(13) of the Listing Rules. The capacity of the Auditors or the independent financial adviser to the Company in this paragraph is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees. The costs of the Auditors or the independent financial adviser to the Company shall be borne by the Company. Notice of such adjustment shall be given to the Grantees by the Company.~~

10. SHARE CAPITAL

The exercise of any Option shall be subject to the Shareholders in general meeting approving any necessary increase in the authorised share capital of the Company. Subject to such

approval, the Board shall make available sufficient authorised but unissued share capital of the Company to meet subsisting requirements on the exercise of Options.

11. DISPUTES

Any dispute arising in connection with the Scheme (whether as to the number of Shares to which the Options relate, the amount of the Subscription Price, or otherwise) shall be referred to the decision of the Auditors or the independent financial adviser to the Company who shall act as experts and not as arbitrators and whose decision shall, in the absence of manifest error, be final and binding. The costs of the Auditors or the independent financial adviser to the Company shall be borne equally by the Company and the relevant Grantee(s).

12. ALTERATION OF THE SCHEME

12.1 The Scheme may be altered in any respect by resolution of the Board except that the provisions of the Scheme as to:

12.1.1 the definitions of “**Eligible Person**”, the “**Option Period**” and “**Grantee**” in paragraph 1.1; and

12.1.2 the provisions relating to the matters set out in Rule 17.03 of the Listing Rules including paragraphs 3, 4.1, 4.2, 4.3, ~~4.4~~, 4.5, 4.6, 4.7, 4.8, 5, 6, 7, 8, 9, this paragraph 12, 13 and 14,

shall not be altered to the advantage of Grantees except with the prior approval of the Shareholders in general meeting (with participants and their respective associates abstained from voting). No such alterations shall operate to affect adversely the terms of issue of any Option granted or agreed to be granted prior to such alterations except with the consent or sanction in writing of such majority of the Grantees as would be required of the Shareholders under the articles of association for the time being of the Company for a variation of the rights attached to the Shares.

R17.03(18)
Note 1

12.2 Any change to the authority of the Board in relation to any alterations to the terms of the Scheme must be approved by the Shareholders in general meeting.

R17.03(18)
Note 4

12.3 Any alterations to the provisions of the Scheme which are of a material nature ~~or any change to the terms of Options granted~~ must be approved by the Shareholders in general meeting except where the alterations take effect automatically under the existing provisions of the Scheme.

R17.03(18)
Note 1

12.4 Subject to paragraph 12.5 below, any change to the terms of Options granted to a participant must be approved by the Board, the remuneration committee of the Board, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Options was approved by the Board, the remuneration

R17.03(18)
Note 2

committee of the Board, the independent non-executive Directors and/or the Shareholders (as the case may be) except where the alterations take effect automatically under the existing terms of this Scheme.

12.4 The amended terms of the Scheme or the Options must comply with Chapter 17 of the 12.5 Listing Rules.

R17.03(18)
Note 3

13. CANCELLATION OF OPTIONS GRANTED

13.1 Subject to Chapter 17 of the Listing Rules, the Board may in its absolute discretion cancel all or such proportion of the Options granted but not exercised, provided that:

R17.03(14)

13.1.1 the Company or any other member of the Group pay to the Grantee an amount equal to the fair value of the Option(s) at the date of the cancellation as determined by the Board, after consultation with the auditors of the Company or an independent financial adviser appointed by the Board;

13.1.2 the Company or any other member of the Group provides to the Grantee a replacement Option(s) (or a share option or share award under any other Share Scheme(s)) of equivalent value to the Option(s) to be cancelled; or

~~13.1.3 The Board may cancel an Option granted but not exercised with the approval of~~
13.1.3 of makes any arrangement as the Grantee of such may agree in order to compensate him for the cancellation of the Option(s).

13.2 No Option(s) may be granted to an Eligible Person in place of his cancelled Option(s) unless there are available unissued Option(s) (excluding the cancelled Option(s)) within the Scheme Mandate Limit from time to time.

R17.03(14)
Note

14. TERMINATION

14.1 The Company, by resolution in general meeting, or the Board may at any time terminate the operation of the Scheme and in such event no further Option will be offered but in all other respects the provisions of the Scheme shall remain in full force and effect and Option(s) granted prior to such termination shall continue to be valid and exercisable in accordance with the Scheme and subject to the requirements of the Listing Rules.

R17.03(16)
Note

14.2 Where a new share option scheme is established by the Company after termination of the Scheme referred to in paragraph 14.1, the details of the Option(s) granted, including Option(s) exercised or outstanding, under the Scheme and (if applicable) Options that become void or non-exercisable as a result of such termination shall be disclosed in the circular to Shareholders seeking approval of the first ~~share option scheme~~ Share Scheme to be established by the Company after termination of the Scheme.

14.3 For the avoidance of doubt, the temporary suspension of the granting of any Option shall not be construed as a decision to terminate the operation of the Scheme.

15. DISCLOSURE IN ANNUAL AND INTERIM REPORTS

15.1 The Company will disclose details of the Scheme in its annual and interim reports including, but not limited to, the number of Option(s), date of grant, Subscription Price, Option Period, vesting period and (if appropriate) a valuation of Options granted during the financial year/ period ~~in the annual/ interim reports~~ and any other matters in accordance with the Listing Rules in force from time to time.

R17.07

16. MISCELLANEOUS

16.1 Notwithstanding any provision of any other paragraph of the Scheme:

16.1.1 the Scheme shall not form part of any contract of employment between the Company or any Subsidiary (as appropriate) and any Eligible Person and the rights and obligations of any Eligible Person under the terms of his office or employment shall not be affected by his participation in the Scheme or any right which he may have to participate in it and the Scheme shall afford such an Eligible Person no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason; and

16.1.2 the Scheme shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company.

16.2 The Company shall bear the costs of establishing and administering the Scheme.

16.3 A Grantee shall be entitled to receive copies of all notices and other documents sent by the Company to the Shareholders after the Listing Date.

16.4 Any notice or other communication between the Company and a Grantee shall be addressed to the recipient and sent by personal delivery or by prepaid post or by fax to, in the case of the Company, its principal place of business in Hong Kong or as otherwise notified to the Grantee from time to time and, in the case of the Grantee, his residential address as notified to the Company from time to time.

The Company : Human Health Holdings Limited

Fax : +852 2312 2772

16.5 Any notice or other communication between the Company and a Grantee shall be deemed to have been received:-

16.5.1 in the case of delivery by hand, when delivered;

16.5.2 in the case of prepaid post, on the second day following the day of posting; or

16.5.3 in the case of a fax, on the date of transmission provided that the sender has a transmission report indicating that the fax was duly transmitted and received.

16.6 In the case of a notice served by the Company by post, in proving service it shall be sufficient to prove that the envelope containing the notice was properly addressed and stamped and was deposited in a post box or at the post office.

16.7 A Grantee shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction in order to permit the grant or exercise of an Option. The Company shall not be responsible for any failure by a Grantee to obtain any such consent or for any tax or other liability to which a Grantee may become subject as a result of his participation in the Scheme. The Company shall not be responsible for the lapse of any Option(s) granted to any Eligible Person by reason of the lapse of the Option(s) granted as referred to in paragraph 7.1.

16.8 The Scheme and all Options granted under the Scheme shall be governed by and construed in accordance with the laws of Hong Kong.

16.9 The Scheme shall comply with the Listing Rules as amended from time to time. In the event that there are differences between the terms of the Scheme and the Listing Rules, the Listing Rules shall prevail.

APPENDIX III PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION

The following are the proposed amendments to the Memorandum and Articles of Association which will be incorporated and consolidated by the adoption of the New Memorandum and Articles of Association.

Unless otherwise specified, clauses, paragraphs and article numbers referred to herein are clauses, paragraphs and article numbers of the Memorandum and Articles of Association.

The amendments to the Memorandum are as follows:

THE COMPANIES ~~LAW~~ACT (AS REVISED)
EXEMPTED COMPANY LIMITED BY SHARES
AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION OF
Human Health Holdings Limited
盈健醫療集團有限公司

No.	Clause No.	Before Amendment	Clause No.	After Amendment
1.	4	Subject to the following provisions of this Memorandum, the Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by Section 27(2) of the Companies Law (Revised).	4	Subject to the following provisions of this Memorandum, the Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by Section 27(2) of the Companies Law Act (As Revised).
2.	8	The share capital of the Company is HK\$100,000,000 divided into 10,000,000,000 shares of a nominal or par value of HK\$0.01 each, with the power for the Company, insofar as is permitted by law, to redeem or purchase any of its shares and to increase or reduce the said share capital subject to the provisions of the Companies Law (Revised) and the Articles of Association of the Company and to issue any part of its capital, whether original, redeemed or increased, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions; and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.	8	The share capital of the Company is HK\$100,000,000 divided into 10,000,000,000 shares of a nominal or par value of HK\$0.01 each, with the power for the Company, insofar as is permitted by law, to redeem or purchase any of its shares and to increase or reduce the said share capital subject to the provisions of the Companies Law Act (As Revised) and the Articles of Association of the Company and to issue any part of its capital, whether original, redeemed or increased, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions; and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

**APPENDIX III PROPOSED AMENDMENTS TO THE MEMORANDUM
AND ARTICLES OF ASSOCIATION**

No.	Clause No.	Before Amendment	Clause No.	After Amendment
3.	9	The Company may exercise the power contained in the Companies Law to deregister in the Cayman Islands and be registered by way of continuation in another jurisdiction.	9	The Company may exercise the power contained in the Companies Law <u>Act (As Revised)</u> to deregister in the Cayman Islands and be registered by way of continuation in another jurisdiction.
4.		We, the undersigned, are desirous of being formed into a company pursuant to this Memorandum of Association and the Companies Law, and we hereby agree to take the numbers of shares set opposite our respective names below.		We, the undersigned, are desirous of being formed into a company pursuant to this Memorandum of Association and the Companies Law <u>Act (As Revised)</u> , and we hereby agree to take the numbers of shares set opposite our respective names below.

The amendments to the Articles of Association are as follows:

No.	Article No.	Before Amendment	Article No.	After Amendment
1.	48(1)	The Board may, in its absolute discretion, and without giving any reason therefor, refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve, or any share issued under any share incentive scheme for employees upon which a restriction on transfer imposed thereby still subsists, and it may also, without prejudice to the foregoing generality, refuse to register a transfer of any share to more than four (4) joint holders or a transfer of any share (not being a fully paid up share) on which the Company has a lien.	48(1)	The Board may, in its absolute discretion, and without giving any reason therefor, refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve, or any share issued under any share incentive scheme for employees upon which a restriction on transfer imposed thereby still subsists, and it may also, without prejudice to the foregoing generality, refuse to register a transfer of any share to more than four (4) joint holders or a transfer of any share (not being a fully paid up share) on which the Company has a lien.

**APPENDIX III PROPOSED AMENDMENTS TO THE MEMORANDUM
AND ARTICLES OF ASSOCIATION**

No.	Article No.	Before Amendment	Article No.	After Amendment
2.	144(2)	Notwithstanding any provisions in these Articles, the Board may resolve to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including a share premium account and the profit and loss account) whether or not the same is available for distribution by applying such sum in paying up unissued shares to be allotted to (i) employees (including directors) of the Company and/or its affiliates (meaning any individual, corporation, partnership, association, joint-stock company, trust, unincorporated association or other entity (other than the Company) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Company) upon exercise or vesting of any options or awards granted under any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting, or (ii) any trustee of any trust to whom shares are to be allotted and issued by the Company in connection with the operation of any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting.	144(2)	Notwithstanding any provisions in these Articles, the Board may resolve to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including a share premium account and the profit and loss account) whether or not the same is available for distribution by applying such sum in paying up unissued shares to be allotted to (i) employees (including directors) of the Company and/or its affiliates (meaning any individual, corporation, partnership, association, joint-stock company, trust, unincorporated association or other entity (other than the Company) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Company) upon exercise or vesting of any options or awards granted under any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting, or (ii) any trustee of any trust to whom shares are to be allotted and issued by the Company in connection with the operation of any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting, <u>or (iii) any eligible participants upon exercise or vesting of any options or awards granted under any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting.</u>

SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING



Human Health Holdings Limited

盈健醫療集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1419)

SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING

This supplemental notice (the “**Supplemental AGM Notice**”) is supplemental to the notice of the annual general meeting (the “**AGM**”) of Human Health Holdings Limited (the “**Company**”) dated 31 October 2023 (the “**Initial AGM Notice**”), to convene the AGM to be held at Room 02, 12/F, The Center, 99 Queen’s Road Central, Central, Hong Kong on Thursday, 7 December 2023 at 11:30 a.m. This Supplemental AGM Notice should be read in conjunction with the Initial AGM Notice.

Details of the proposed resolutions to be considered at the AGM were stated in the Initial AGM Notice. Apart from the amendments and additional resolutions stated below, all the information contained in the Initial AGM Notice remains to be valid and effective.

Due to the matters as set out in the supplemental circular of the Company dated 10 November 2023, this **SUPPLEMENTAL AGM NOTICE IS HEREBY GIVEN** that the AGM will be convened as originally scheduled to consider and, if thought fit, pass the following ordinary resolutions in addition to the resolutions set out in the Initial AGM Notice:

ORDINARY RESOLUTIONS

To consider and, if thought fit, pass the following resolutions as ordinary resolutions (with or without modifications):

8. “**THAT** conditional upon the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, the Shares which may fall to be issued and allotted pursuant to any awards that may be granted under the Share Award Scheme of the Company (the terms of which are contained in the document marked “A” produced to this meeting and signed by the chairman of this meeting for the purpose of identification) (the “**Share Award Scheme**”), the Share Award Scheme be and is hereby approved and adopted and that any director of the Company be and is hereby authorised to do all such acts and to enter into all such transactions,

SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING

arrangements and agreements as may be necessary or expedient in order to give full effect to the Share Award Scheme including without limitation:

- (i) to administer the Share Award Scheme, or to delegate the authority to the Committee (as defined in the Share Award Scheme) or one or more persons, entities or contractors, or any Trustee (as defined in the Share Award Scheme) who may be appointed by the Board from time to time to administer the Share Award Scheme under which awards will be granted to eligible participants under the Share Award Scheme;
- (ii) to modify and/or amend the Share Award Scheme from time to time provided that such modification and/or amendment is effected in accordance with the provisions of the Share Award Scheme relating to modification and/or amendment and subject to Chapter 17 of the Listing Rules;
- (iii) to issue and allot or transfer from time to time such number of Shares as may be required to be issued and allotted or transferred pursuant to the awards under the 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 which may thereafter from time to time be issued and allotted pursuant to the awards under the Share Award Scheme; and
- (v) to consent, if they deem fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the Share Award Scheme.”;

9. **“THAT:**

- (a) the proposed amendments to the share option scheme (the **“Proposed Amendments to the Share Option Scheme”**) of the Company currently in force (the **“Share Option Scheme”**) as set out in Appendix II to the supplemental circular of the Company dated 10 November 2023 be and are hereby approved and adopted, and the amended share option scheme which incorporates all of the Proposed Amendments to the Share Option Scheme (the **“Amended Share Option Scheme”**) (a copy of which is marked “B” and produced to this meeting and signed by the chairman of this meeting for the purpose of identification) be and is hereby approved and adopted in substitution for, and to the exclusion of, the Share Option Scheme with immediate effect after the close of this meeting; and

SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING

- (b) the Directors be and are hereby authorized to do such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the Proposed Amendments to the Share Option Scheme and the Amended Share Option Scheme, including but without limitation:
- (i) to administer or to delegate the authority to the Committee (as defined in the Amended Share Option Scheme) or one or more persons, entities or contractors, to administer the Amended Share Option Scheme under which options will be granted to Eligible Participants (as defined in the supplemental circular of the Company dated 10 November 2023) under the Amended Share Option Scheme to exercise the options and subscribe for new shares in the capital of the Company (“**Shares**”), including but not limited to determining and granting the options in accordance with the terms of the Amended Share Option Scheme;
 - (ii) to modify and/or amend the Amended Share Option Scheme from time to time provided that such modification and/or amendment is effected in accordance with the provisions of the Amended Share Option Scheme relating to modification and/or amendment and subject to Chapter 17 of the Listing Rules;
 - (iii) to grant options under the Amended Share Option Scheme and to issue and allot from time to time such number of Shares as may be required to be issued and allotted pursuant to the exercise of the options granted under the Amended Share Option Scheme and subject to the applicable laws and regulations and 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 which may thereafter from time to time be issued and allotted pursuant to the options granted under the Amended Share Option Scheme; and
 - (v) to consent, if they deem fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the Amended Share Option Scheme.”;
10. “**THAT** the Scheme Mandate Limit as defined in the supplemental circular of the Company dated 10 November 2023 (being 10% of the total number of Share in issue as at the date of passing of this resolution) be and is hereby approved and adopted and that any director of the Company be and is hereby authorised to take all such steps and attend all such matters, approve and execute (whether under hand or under seal) such documents and do such other things, for and on behalf of the Company, as he/she may consider necessary, desirable or expedient to effect and implement the Scheme Mandate Limit.”;

SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING

11. “**THAT** conditional upon the Share Award Scheme and the Amended Share Option Scheme, and the Scheme Mandate Limit being approved and adopted by way of ordinary resolutions of the Company numbered 8, 9 and 10 above, the Service Provider Sub-limit as defined in the supplemental circular of the Company dated 10 November 2023 (being 8% of the total number of Shares in issue as at the date of passing of this resolution) be and is hereby approved and adopted and that any director of the Company be and is hereby authorised to take all such steps and attend all such matters, approve and execute (whether under hand or under seal) such documents and do such other things, for and on behalf of the Company, as he/she may consider necessary, desirable or expedient to effect and implement the Service Provider Sub-limit.”;

SPECIAL RESOLUTION

and to, as special business, consider and, if thought fit, pass the following resolution as a special resolution:

12. “**THAT:**
- (a) the proposed amendments to the memorandum of association and the second amended and restated articles of association of the Company (the “**Proposed Amendments**”), the details of which are set out in Appendix III to the supplemental circular of the Company dated 10 November 2023, be and are hereby approved;
 - (b) the amended and restated memorandum of association and the third amended and restated articles of association of the Company (the “**New Memorandum and Articles of Association**”), incorporating and consolidating all the Proposed Amendments in compliance with the applicable laws, a copy of which is marked “C” and produced to the meeting and for the purpose of identification signed by the chairman of the meeting, be and are hereby adopted, confirmed and approved as the memorandum and the articles of association of the Company in substitution for and to the exclusion of the memorandum of association and the second amended and restated articles of association of the Company with immediate effect after the close of this meeting; and

SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING

- (c) any one Director and/or the company secretary of the Company be and is hereby authorised to do all such acts, deeds, and things and execute all document as he or she considers necessary or desirable to give effect to and implement the Proposed Amendments and the adoption of the New Memorandum and Articles of Association.”.

Yours faithfully,
By order of the Board
Human Health Holdings Limited
Chan Kin Ping
Chairman

Hong Kong, 10 November 2023

Principal place of business:

12th Floor
Enterprise Square Two
3 Sheung Yuet Road
Kowloon Bay, Kowloon
Hong Kong

Notes:

1. Please refer to the Initial AGM Notice and Initial Circular for details of other resolutions to be proposed at the AGM, registration procedures and other relevant matters.
2. Any member of the Company entitled to attend and vote at the AGM is entitled to appoint another person as his or her proxy to attend and vote instead of him or her. A proxy needs not be a member of the Company. A member who is the holder of two or more shares of the Company may appoint more than one proxy to represent him or her to attend and vote on his or her behalf. In case of a recognised clearing house (or its nominees(s) and in each case, being a corporation), it may authorise such persons as it thinks fit to act as its representatives at the meeting and vote in its stead.
3. A form of proxy for use in connection with the forthcoming AGM on Thursday, 7 December 2023 is enclosed with this supplemental circular. To be valid, the form of proxy, and (if required by the Board) the power of attorney or other authority (if any) under which it is signed or a certified copy of that power of attorney or authority must be deposited at the Hong Kong branch share registrar of the Company, 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 forthcoming AGM or any adjournment thereof.
4. Since the proxy form (the “**Initial Proxy Form**”) sent together with the Initial AGM Notice does not contain the proposed resolutions for the proposed adoption of Share Award Scheme, Proposed Amendments to the Share Option Scheme, the Proposed Amendments and the adoption of the New Memorandum and Articles of Association as set out in this Supplemental AGM Notice, a new proxy form (the “**Second Proxy Form**”) has been prepared and is sent together with this supplemental circular of which this Supplemental AGM Notice forms part.
5. Shareholders are requested to complete and return the Second Proxy Form in accordance with the instructions printed thereon to the Hong Kong branch share registrar of the Company, 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 forthcoming AGM or any adjournment thereof.

SUPPLEMENTAL NOTICE OF ANNUAL GENERAL MEETING

6. A shareholder who has not yet lodged the Initial Proxy Form with the Company is requested to lodge the Second Proxy Form if he/she wishes to appoint proxies to attend the AGM on his/her behalf. In this case, the Initial Proxy Form should not be lodged with the Company.
7. A shareholder who has already lodged the Initial Proxy Form with the Company should note that:
 - (i) if no Second Proxy Form is lodged with the Company's branch share registrar in Hong Kong, the Initial Proxy Form, if correctly completed, will be treated as a valid proxy form lodged by the Shareholder. The proxy so appointed by the Shareholder will be entitled to vote at his/her discretion or to abstain from voting on any resolution properly put to the AGM, including the resolutions for, among other matters, the proposed adoption of Share Award Scheme, Proposed Amendments to the Share Option Scheme, the Proposed Amendments and the adoption of the New Memorandum and Articles of Association, as set out in this Supplemental AGM Notice;
 - (ii) if the Second Proxy Form is lodged with the Company's branch share registrar in Hong Kong before the Closing Time, the Second Proxy Form, if correctly completed, will revoke and supersede the Initial Proxy Form previously lodged by him/her. The Second Proxy Form will be treated as a valid proxy form lodged by the Shareholder;
 - (iii) if the Second Proxy Form is lodged with the Company's branch share registrar in Hong Kong after the Closing Time, or if lodged before the Closing Time but incorrectly completed, the proxy appointment under the Second Proxy Form will be invalid. The proxy so appointed by the Shareholder under the Initial Proxy Form, if correctly completed, will be entitled to vote in the manner as mentioned in (i) above as if no Second Proxy Form was lodged with the Company's branch share registrar in Hong Kong. Accordingly, Shareholders are advised to complete the Second Proxy Form carefully and lodge the Second Proxy Form with the Company's branch share registrar in Hong Kong before the Closing Time.
8. Completion and delivery of the Initial Proxy Form and/or Second Proxy Form will not preclude a member of the Company from attending and voting in person at the AGM or any adjournment thereof should such member so wishes, and in such event, the instrument appointing a proxy shall be deemed to be revoked.
9. For the purpose of ascertaining the entitlement of the Shareholders to attend and vote at the forthcoming AGM, the register of members of the Company will be closed from Monday, 4 December 2023 to Thursday, 7 December 2023, both days inclusive, during which no transfer of Shares will be registered. In order to be entitled to attend and vote at the forthcoming annual general meeting, all duly completed transfer forms accompanied by the relevant share certificates, must be lodged with the Company's branch share registrar in Hong Kong, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration not later than 4:30 p.m. on Friday, 1 December 2023.
10. As at the date of this notice, the executive Directors are Mr. Chan Kin Ping, BBS, JP, Dr. Pang Lai Sheung and Mr. Poon Chun Pong; the independent non-executive Directors are Dr. Lui Sun Wing, Mr. Chan Yue Kwong Michael and Mr. Sin Kar Tim.
11. If Typhoon Signal No. 8 or above, or a "black" rainstorm warning is in effect at any time on the date of the annual general meeting, the annual general meeting will be postponed. The Company will post an announcement on the websites of the Stock Exchange (www.hkexnews.hk) and the Company (www.humanhealth.com.hk) to notify shareholders of the Company of the date, time and place of the rescheduled annual general meeting.
12. The translation into Chinese language of this notice is for reference only. In case of any inconsistency, the English version shall prevail.