THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all your shares in **Shenzhen Senior Technology Material Co., Ltd.**, you should at once hand this circular together with the accompanying form of proxy to the purchaser or the transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee.

Shenzhen Senior Technology Material Co., Ltd.

深圳市星源材質科技股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 6067)

(1) PROPOSED ADOPTION OF THE 2026 H SHARE INCENTIVE PLAN; (2) PROPOSED GRANT OF AUTHORISATION TO THE BOARD AND/OR ITS DELEGATE(S) TO HANDLE MATTERS RELATING TO THE 2026 H SHARE INCENTIVE PLAN; AND (3) NOTICE OF EXTRAORDINARY GENERAL MEETING

A notice convening the EGM of the Company to be held at Conference Room, 10th Floor, Building 2, Xingyuan Advanced Materials Industrial Park, Tianyuan Road North, Gongming Subdistrict, Guangming District, Shenzhen, Guangdong Province, the PRC on Friday, 28 August 2026 at 2:30 p.m. is set out on pages 33 to 34 of this circular. A form of proxy for use at the EGM is enclosed and also published on the website of the Stock Exchange (www.hkexnews.hk) and the website of the Company (www.senior798.com).

If you intend to appoint a proxy to attend the EGM, you are required to complete the accompanying form of proxy in accordance with the instructions printed thereon and return it to the Company's H Share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong (for H Shareholders only), as soon as possible, but in any event, not later than 24 hours before the time appointed for the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjournment thereof if you so wish, in which event the instrument appointing a proxy shall be deemed to have been revoked.

10 August 2026

CONTENTS

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

"A Share(s)"	ordinary share(s) with a nominal value of RMB1.00 each in the share capital of the Company which are listed on the Shenzhen Stock Exchange and traded in RMB
"Articles" or "Articles of Association"	the articles of association of the Company, as amended from time to time
"Board"	the board of Directors of the Company
"Company"	Shenzhen Senior Technology Material Co., Ltd., a joint stock company with limited liability incorporated under the laws of the PRC
"Director(s)"	the director(s) of the Company
"EGM"	the 2026 fifth extraordinary general meeting of the Company to be held at 2:30 p.m. on Friday, 28 August 2026 at Conference Room, 10th Floor, Building 2, Xingyuan Advanced Materials Industrial Park, Tianyuan Road North, Gongming Subdistrict, Guangming District, Shenzhen, Guangdong Province, the PRC
"Group"	the Company and its subsidiaries
"H Share(s)"	ordinary share(s) with a nominal value of RMB1.00 each in the share capital of the Company which are listed on the Stock Exchange and traded in HKD
"H Shareholder(s)"	holders of H Share(s)
"HKD"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Hong Kong Stock Exchange" or "Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Latest Practicable Date"	10 August 2026, being the latest practicable date for ascertaining certain information contained in this circular

"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time
"PRC" or "China"	the People's Republic of China, and for the purpose of this circular only, excluding Hong Kong, the Macau Special Administrative Region and Taiwan
"RMB"	Renminbi, the lawful currency of the PRC
"Share(s)"	ordinary share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, comprising A Shares and H Shares
"Shareholder(s)"	holder(s) of the Shares
"treasury shares"	has the meaning ascribed to it under the Listing Rules
"%"	per cent

Shenzhen Senior Technology Material Co., Ltd.
深圳市星源材質科技股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 6067)

Executive Directors:
Prof. Chen Xiufeng *(Chairman)*
Dr. Zhang Xiaomin
Mr. Xu Liqiang

Non-executive Director:
Mr. Zhu Bide

Independent Non-executive Directors:
Mr. Tang Changjiang
Ms. Sun Zhenzhen
Mr. Leung Shu Sun Sunny

Registered Office and Headquarter in the PRC:
Tianyuan Road North
Gongming Town
Guangming District
Shenzhen, Guangdong
the PRC

Principal Place of Business in Hong Kong:
31/F, Tower Two
Times Square
1 Matheson Street
Causeway Bay
Hong Kong

10 August 2026

To the Shareholders

Dear Sir or Madam,

(1) PROPOSED ADOPTION OF THE 2026 H SHARE INCENTIVE PLAN; (2) PROPOSED GRANT OF AUTHORISATION TO THE BOARD AND/OR ITS DELEGATE(S) TO HANDLE MATTERS RELATING TO THE 2026 H SHARE INCENTIVE PLAN; AND (3) NOTICE OF EXTRAORDINARY GENERAL MEETING

I. INTRODUCTION

The purpose of this circular is to give you the notice of the EGM and the details of the resolutions to be proposed for consideration and approval at the EGM and provide all the information reasonably required to enable you to make an informed decision on whether to vote for or against or abstain from voting on those resolutions.

II. RESOLUTIONS AT THE EGM

SPECIAL RESOLUTIONS

1. Proposed Adoption of the 2026 H Share Incentive Plan

Reference is made to the announcement of the Company dated 3 August 2026 in relation to, among other things, the proposed adoption of the 2026 H Share Incentive Plan (“**H Share Incentive Plan**” or “**Plan**”) by the Company. A special resolution is proposed at the EGM to consider and approve the proposed adoption of the H Share Incentive Plan.

(1) Purposes of the H Share Incentive Plan

The purposes of the H Share Incentive Plan are to: (1) provide the Company with a flexible means to attract, motivate, retain, reward, compensate and/or provide benefits to eligible employees; (2) align the interests of the eligible employees with those of the Company and the Shareholders by providing the eligible employees with the opportunity to acquire proprietary interests in the Company and to become Shareholders of the Company; and (3) encourage the eligible employees to contribute to the long-term development, performance and profitability of the Company, thereby enhancing the value of the Company and its Shares, in the interests of the Company and its Shareholders as a whole.

(2) Selection of incentive participants

The Board or the delegatee may, from time to time, select any eligible employee to be an incentive participant. Eligible employees include any PRC or non-PRC director and employee (whether full-time or part-time) of any member of the Group, unless the laws and regulations of the place where such employee is located prohibit the grant, acceptance or vesting of awards under the Plan by such employee, or where the Board or its delegate(s) determines that it is necessary or expedient to exclude such employee from participation in the Plan for the purpose of complying with the applicable laws and regulations of the place where such employee is located; therefore, such employee shall not fall within the eligible employees.

(3) Source of funds and purchase of H Shares by the trustee

The source of funds for the purchase or acquisition of the award Shares under the Plan shall be: (a) the Company’s own funds; and/or (b) such amount payable by the incentive participants to the Company or the trustee for the acquisition of the award Shares pursuant to the award letter. For the purpose of satisfying the grant of awards, the Company shall, as soon as reasonably practicable, transfer the necessary funds to the trustee and instruct the trustee to purchase H Shares, through on-market transactions or off-market transactions, as the source of the award Shares under the Plan.

(4) Plan limit

The maximum number of award Shares to be granted under the Plan shall be 6,000,000 existing H Shares, representing approximately 0.41% of the total number of issued Shares (excluding treasury Shares) as at the adoption date (assuming that there is no change in the number of issued Shares of the Company between the Latest Practicable Date and the adoption date). For the avoidance of doubt, the Plan does not involve the issue of new Shares (including the transfer of treasury Shares (if any)) as a result of the grant of awards.

(5) Award period

Unless the Board determines to terminate the Plan earlier, the Plan shall remain valid and effective for a period of ten (10) years commencing from the adoption date. No further awards may be granted after the expiry of the award period.

(6) Implications under the Listing Rules

The H Share Incentive Plan constitutes a share plan involving the grant of existing Shares by the Company under Chapter 17 of the Listing Rules, and no new Shares of the Company will be issued pursuant to the H Share Incentive Plan. The Company will, as and when appropriate, comply with the applicable disclosure requirements under Chapter 17 of the Listing Rules in respect of the H Share Incentive Plan.

Pursuant to the relevant laws and regulations of the PRC and the Articles of Association, the H Share Incentive Plan and the matters relating thereto are subject to approval by the Shareholders at the EGM.

(7) Public Float

The Company will take appropriate measures to ensure compliance with the public float requirements under the Listing Rules and/or such requirements as may be imposed by the Stock Exchange from time to time.

This resolution was considered and approved at the Board meeting held on 3 August 2026. The full text of the 2026 H Share Incentive Plan (Draft) is set out in Appendix I to this circular.

2. Proposed Grant of Authorisation to the Board and/or its Delegate(s) to Handle Matters Relating to the 2026 H Share Incentive Plan

Reference is made to the announcement of the Company dated 3 August 2026 in relation to, among other things, the proposed grant of authorisation to the Board and/or its delegate(s) to handle matters relating to the 2026 H Share Incentive Plan. A special resolution is proposed at the EGM to consider and approve the proposed grant of authorisation to the Board and/or its delegate(s) to handle matters relating to the 2026 H Share Incentive Plan.

In order to ensure the smooth implementation of the H Share Incentive Plan, the Board proposes that upon approval of the H Share Incentive Plan at the general meeting, the general meeting also grant full authority to the Board and/or its delegate(s) to handle matters relating to the H Share Incentive Plan, including but not limited to:

(1) interpreting and explaining the terms of the Plan and the awards granted from time to time;

(2) formulating or amending relevant arrangements, guidelines, procedures and/or provisions in relation to the administration, interpretation, implementation and operation of the Plan, provided that such arrangements, guidelines, procedures and/or provisions shall not conflict with the rules of the Plan;

(3) carrying out all work necessary for the implementation of the Plan, including but not limited to: (a) appointing a qualified trustee; (b) executing all trust documents; and (c) instructing the trustee to purchase such H Shares;

(4) granting awards to the incentive participants selected by it from time to time;

(5) determining the terms and conditions of the awards granted under the Plan, including but not limited to the number of awards, purchase price (if any), vesting date(s), vesting criteria, performance targets and other conditions;

(6) approving the award letters;

(7) making such appropriate and fair adjustments to the terms of the awards granted under the Plan as it considers necessary;

(8) authorising the Board to make adjustments to the Plan and, from time to time, formulate or amend the administrative and implementation provisions of the Plan, provided that such adjustments, formulation or amendments are consistent with the terms of the Plan rules and comply with the Listing Rules, applicable laws and regulations, regulatory documents and the securities regulatory rules of the jurisdiction(s) in which the Company is listed. However, if laws and regulations, relevant regulatory authorities or the Articles of Association require such amendments to be approved by the general meeting and/or the relevant regulatory authorities, such amendments by the Board shall be subject to the relevant approvals;

(9) engaging banks, accountants, legal advisers, consultants and other professional institutions for the purposes of the Plan, including determining all matters relating to the trust arrangements; and

(10) signing, executing, amending and terminating all documents relating to the Plan, completing all procedures relating to the Plan, and taking such other actions to implement the terms of the Plan.

This resolution was considered and approved at the Board meeting held on 3 August 2026.

III. NOTICE OF THE EGM

A notice convening the EGM of the Company to be held at Conference Room, 10th Floor, Building 2, Xingyuan Advanced Materials Industrial Park, Tianyuan Road North, Gongming Subdistrict, Guangming District, Shenzhen, Guangdong Province, the PRC on Friday, 28 August 2026 at 2:30 p.m. is set out on pages 33 to 34 of this circular.

A form of proxy for use at the EGM is enclosed and is also published on the website of the Stock Exchange (www.hkexnews.hk) and the website of the Company (www.senior798.com). Shareholders who intend to appoint a proxy to attend the EGM shall complete the accompanying form of proxy in accordance with the instructions printed thereon and return it to the Company's H Share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong (for H Shareholders only), as soon as possible, but in any event, not later than 24 hours before the time appointed for the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjournment thereof if you so wish and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

IV. CLOSURE OF REGISTER OF MEMBERS

In order to determine the H Shareholders who are entitled to attend the EGM, the register of members of H Shares of the Company will be closed from Tuesday, 25 August 2026 to Friday, 28 August 2026, both days inclusive, during which period no transfer of H Shares will be registered. The record date for determining the eligibility of H Shareholders to attend and vote at the EGM will be Friday, 28 August 2026.

With respect to H Shareholders, to be eligible to attend and vote at the EGM, all transfer documents accompanied by the relevant share certificates must be lodged for registration with the Company's H Share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong no later than 4:30 p.m. on Monday, 24 August 2026.

V. VOTING BY POLL

Pursuant to Rule 13.39(4) of the Listing Rules, the resolutions set out in the notice of the EGM will be taken by poll. The Company will announce the results of the poll after the EGM in the manner prescribed under Rule 13.39(5) of the Listing Rules.

To the best knowledge of the Directors and having made all reasonable enquiries, none of the Shareholders are considered to have a material interest in any of the resolutions proposed at the EGM that would require them to abstain from voting on such resolutions.

VI. RESPONSIBILITY STATEMENT

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

VII. RECOMMENDATION

The Directors are of the opinion that all the resolutions as set out in the notice of EGM for the Shareholders' consideration and approval are in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favor of all the resolutions to be proposed at the EGM.

Yours faithfully,
For and on behalf of the Board
Shenzhen Senior Technology Material Co., Ltd.
Prof. Chen Xiufeng
Executive Director and Chairman of the Board

The following is the full text of the 2026 H Share Incentive Plan (Draft) for inclusion in this circular. In the event of any discrepancy between the Chinese and English versions, the Chinese version shall prevail.

1. DEFINITIONS

1.1. In the Plan, unless the context otherwise requires, the following terms shall have the following meanings:

"Actual Selling Price"	the actual sale price of the Award Shares upon vesting of the Award, pursuant to the Plan (net of brokerage, stamp duty, any taxes, Stock Exchange trading fee, SFC transaction levy and any other applicable costs)
"Adoption Date"	the date on which the general meeting of the Company approved the Plan
"Articles"	the articles of association of the Company as amended from time to time
"Award"	an award granted by the Board to an Incentive Participant, which may vest in the form of Award Shares, as the Board may determine in accordance with the terms of the Plan Rules
"Award Letter"	shall have the meaning as set out in Rule 8.2 of the Plan Rules
"Award Shares"	the H Shares granted to an Incentive Participant in an Award
"Board"	the board of directors of the Company
"Business Day"	any day on which the Stock Exchange is open for the business of dealing in securities
"Company"	Shenzhen Senior Technology Material Co., Ltd. (深圳市星源材質科技股份有限公司), a joint stock company with limited liability established in the PRC, whose A shares are listed on the ChiNext Market of the Shenzhen Stock Exchange (Stock Code: 300568) and whose H shares are listed on the Stock Exchange (Stock Code: 06067)

"connected person(s)"	shall have the meaning as set out in the Hong Kong Listing Rules
"Delegate(s)"	the person(s) or board committee(s) to which the Board has delegated its authority
"Director(s)"	the director(s) of the Company
"Eligible Employee(s)"	any PRC or non-PRC Director and employee (whether full-time or part-time) of any member of the Group, unless the laws and regulations of the place where such employee is located prohibit the grant, acceptance or vesting of awards under the Plan by such employee, or where the Board or its Delegate(s) determines that it is necessary or expedient to exclude such employee from participation in the Plan for the purpose of complying with the applicable laws and regulations of the place where such employee is located; therefore, such employee shall not fall within the eligible employees.
"Grant Date"	the date on which an Award is granted to an Incentive Participant, being the date of the relevant Award Letter, which must be a Business Day
"Group"	the Company and its subsidiaries
"H Shares"	overseas listed foreign shares with a nominal value of RMB1.00 each in the share capital of the Company, which are listed on the Stock Exchange
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Hong Kong Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended or supplemented from time to time

"Incentive Participant(s)"	any Eligible Employee who, in accordance with Rule 7 of the Plan Rules, is approved for participation in the Plan and has been granted any Award
"Plan"	the H Share Incentive Plan adopted by the Company in accordance with the Plan Rules on the Adoption Date
"Plan Limit"	shall have the meaning as set out in Rule 5 of the Plan Rules
"PRC"	the People's Republic of China
"Returned Shares"	such Award Shares that are unaccepted, unvested, lapsed or cancelled in accordance with the Plan Rules, or such H Shares being deemed to be Returned Shares under the Plan Rules
"RMB"	Renminbi, the lawful currency of the PRC
"SFC"	the Securities and Futures Commission of Hong Kong
"Shareholder(s)"	the shareholder(s) of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Trust"	the trust constituted by the Trust Deed to service the Plan
"Trust Deed"	the trust deed to be entered into between the Company and the Plan Trustee (as may be restated, supplemented and amended from time to time)
"Trustee"	the trustee appointed by the Company for the purpose of the Trust
"Vesting Date"	the date or dates, as determined from time to time by the Board or the Delegatee on which the Award (or part thereof) is to vest in the relevant Incentive Participant as set out in the relevant Award Letter pursuant to the Plan Rules
"Vesting Notice"	shall have the meaning as set out in Rule 10.8 of the Plan Rules

1.2. In these Plan Rules, except where the context otherwise requires:

(a) references to Rules are to rules of the Plan;

(b) references to times of the day are to Hong Kong time;

(c) if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;

(d) a reference, express or implied, to statutes, statutory provisions or the Hong Kong Listing Rules shall be construed as references to those statutes, provisions or rules as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes, provisions or rules which is re-enacted (whether with or without modification) and shall include any orders, regulations, instruments, subsidiary legislation, other subordinate legislation or practice notes under the relevant statute, provision or rule;

(e) unless otherwise indicated, the Board can make determinations in its sole and absolute discretion and if the Board delegates its authority to administer the Plan to the Delegatee, such Delegatee shall enjoy the same sole and absolute discretion;

(f) a reference to "include", "includes" and "including" shall be deemed to be followed by the words "without limitation";

(g) words importing the singular include the plural and vice versa, and words importing a gender include every gender;

(h) headings are included in the Plan Rules for convenience only and do not affect its interpretation; and

(i) references to any statutory body shall include the successor thereof and any body established to replace or assume the functions of the same.

2. PURPOSES OF THE PLAN

2.1. The purposes of the Plan are:

(a) to provide the Company with a flexible means to attract, motivate, retain, reward, compensate and/or provide benefits to Eligible Employees;

(b) to align the interests of the Eligible Employees with those of the Company and the Shareholders by providing the Eligible Employees with the opportunity to acquire proprietary interests in the Company and to become Shareholders of the Company; and

(c) to encourage the Eligible Employees to contribute to the long-term development, performance and profitability of the Company, thereby enhancing the value of the Company and its Shares, in the interests of the Company and its Shareholders as a whole.

3. CONDITIONS

3.1. The Plan is conditional upon the approval and adoption of the Plan by the Shareholders at a general meeting of the Company and the granting of authority to the Board or the Delegatee to grant Awards under the Plan and to procure the transfer of and otherwise deal with the Award Shares under the Plan.

4. AWARD PERIOD

4.1. Subject to Rule 18, the Plan shall remain valid and effective for a period of 10 years commencing from the Adoption Date (the "**Award Period**"). No further Awards shall be granted after the expiry of the Award Period, and thereafter for so long as there are any non-vested Award Shares granted hereunder prior to the expiration of the Plan, the Plan shall continue to be extended until the vesting of such Award Shares takes effect.

5. PLAN LIMIT

5.1. The maximum number of Award Shares to be granted under the Plan shall be 6,000,000 H Shares of the Company. The Company shall not make any further grant of Awards which would result in the aggregate number of H Shares in respect of all grants made under the Plan (excluding the Award Shares which have not been accepted, or have lapsed or been cancelled in accordance with the Plan) exceeding the Plan Limit without the approval of the Shareholders at a general meeting.

5.2. For the avoidance of doubt, the Plan does not involve the issuance of new shares (including the transfer of treasury shares (if any)) as a result of the grant of Awards.

6. ADMINISTRATION

6.1. The Plan shall be subject to the administration of the following administrative bodies:

(a) the general meeting, as the institution vested with the supreme authority of the Company, is responsible for the consideration and approval of the adoption of the Plan. The general meeting may authorize the Board or the Delegatee to deal with all matters related to the Plan to the extent of its authority;

(b) the Board is the institution in charge of the administration of the Plan in accordance with the Plan Rules and the Trust Deed. A decision of the Board or the Delegatee shall be final and binding on all relevant persons. Upon consideration and approval of the Plan, the Board will submit the Plan to the general meeting for consideration. The Board or the Delegatee may handle all matters related to the Plan within the authorization by the general meeting; and

(c) the Trust will be constituted to service the Plan whereby the Trustee shall, subject to the relevant provisions of the Trust Deed and upon the instruction of the Company, acquire H Shares not exceeding the Plan Limit, and for the purposes of the Plan, execute matters such as the vesting and sale of the Award Shares in accordance with the instructions of the Board or its Delegatee or the instructions given by the Incentive Participants through the Company.

6.2. The authority to administer the Plan may be delegated by the Board to the Delegatee (as the case may be) as deemed appropriate in the sole and absolute discretion of the Board, provided that nothing in this Rule shall prejudice the Board's power to revoke such delegation or derogate from the discretion rested with the Board as contemplated in Rule 6.1(b).

6.3. Without prejudice to the Board's general power of administration, the Board or the Delegatee may from time to time appoint one or more administrators, who may be independent third parties, to assist in the administration of the Plan, to whom they, in their sole and absolute discretion, may delegate such functions relating to the administration of the Plan as they may think fit. The duration of office, terms of reference and remuneration (if any) of such administrator(s) shall be determined by the Board or the Delegatee in their sole and absolute discretion from time to time.

6.4. Without prejudice to the Board's general power of administration, to the extent not prohibited by applicable laws and regulations, the Board or the Delegatee may also from time to time appoint one or more Trustees in respect of granting, administration and vesting of any Award Shares. For the avoidance of doubt, notwithstanding any provision herein, the Board or the Delegatee, shall be the sole body which has the authority to give any direction, instruction or recommendation to the Trustee in respect of the Plan and the Trust, or the sole body from which the Trustee may seek the direction, instruction or recommendation in respect of the Plan and the Trust.

6.5. Subject to the Plan Rules, the Hong Kong Listing Rules and any applicable laws and regulations, the Board or the Delegatee shall have the power from time to time to:

(a) interpret and construe the Plan and the terms of the Awards granted from time to time;

(b) formulate or amend relevant arrangements, guidelines, procedures and/or regulations for the administration, interpretation, implementation and operation of the Plan, provided that such arrangements, guidelines, procedures and/or regulations shall not conflict with the rules of the Plan;

(c) perform all tasks necessary for the implementation of the Plan, including but not limited to (i) appointing a qualified trustee; (ii) executing all trust documents; (iii) instructing the trustee to purchase such H Shares;

(d) grant Awards to the Incentive Participants whom it may select from time to time;

(e) determine the terms and conditions of the Awards granted under the Plan, including but not limited to the number of Awards, the purchase price (if any), the vesting date(s), the vesting criteria, the performance targets and other conditions;

(f) approve the Award Letter;

(g) make such appropriate and equitable adjustments to the terms of the Awards granted under the Plan as it deems necessary;

(h) authorize the Board to make adjustments to the Plan, and to formulate or amend the administration and implementation rules of the Plan from time to time, provided that such formulation or amendment is consistent with the provisions of the Plan and in compliance with the Hong Kong Listing Rules, other relevant laws, regulations, normative documents and the securities regulatory rules of the place(s) where the Company is listed. However, if the laws, regulations, requirements of the relevant regulatory authorities or the Articles require such amendments to be approved by the general meeting of Shareholders and/or the relevant regulatory authorities, such amendments by the Board shall obtain the corresponding approvals;

(i) appoint banks, accountants, lawyers, consultants and other professional institutions for the purposes of the Plan, including determining all matters in connection with the trust arrangements; and

(j) sign, execute, amend and terminate all documents relating to the Plan, undertake all procedures relevant to the Plan and take such other steps or actions to give effect to the terms and intent of the Plan.

6.6. None of the Directors or any Delegatee shall be personally liable by reason of any contract or other instrument executed by him/her, or on his/her behalf or for any mistake of judgment made in good faith, for the purposes of the Plan, and the Company shall indemnify and hold harmless each Director and any Delegatee in relation to the administration or interpretation of the Plan, against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with the Plan unless arising out of such person's own wilful default, fraud or bad faith.

6.7. In respect of the administration of the Plan, the Company shall comply with all disclosure related requirements including those imposed by the Hong Kong Listing Rules and all applicable PRC laws, regulations and rules.

7. SELECTION OF INCENTIVE PARTICIPANTS

7.1. The Board or the Delegatee may, from time to time, select any Eligible Employee to be an Incentive Participant and, subject to the Plan Rules, grant an Award to such Incentive Participant during the Award Period conditional upon fulfilment of terms and conditions of the Awards as the Board or the Delegatee determines from time to time.

7.2. The Incentive Participants are determined in accordance with the Company Law of the People's Republic of China, the Securities Law of the People's Republic of China and other applicable laws, regulations and regulatory documents and the relevant provisions of the Articles, together with the Company's actual circumstances and matters including the present and expected contribution of the relevant Incentive Participant to the Group.

No one should be considered as an Incentive Participant of the Plan if he/she:

(a) has been deemed as an ineligible candidate for similar plans or share incentive plans of a listed company by a competent authority in the most recent 12 months;

(b) has been imposed with penalties or is banned from trading securities by securities regulatory bodies due to material non-compliance with laws or regulations in the most recent 12 months;

(c) is prohibited from acting as a director or senior management of a company under the circumstances stipulated in the Company Law of the People's Republic of China;

(d) has caused the losses to the Company during his/her term of service due to bribery, acceptance of bribes, duty encroachment, corruption and theft, disclosure of the operation and technology secrets of the Company, infringement of the Company's interest through connected transactions and any acts which cause damage to the reputation and image of the Company, which can be proven with sufficient evidence by the Company; or

(e) is prohibited from participating in any share incentive plan by applicable laws, administrative rules and relevant national provisions.

Any Incentive Participant shall undertake that: if any of the above circumstances occurs during implementation of the Plan which would prevent him/her from becoming an Incentive Participant, he/she shall waive the rights to participate in the Plan and will not be given any compensation.

7.3. Each grant of an Award to any connected person of the Company shall be subject to the requirements of the Hong Kong Listing Rules and any applicable laws and regulations.

7.4. Notwithstanding the provisions in Rule 7.1, Rule 7.2 and Rule 7.3, no grant of any Award Shares to any Incentive Participant may be made and no directions or recommendations shall be given to the Trustee with respect to a grant of an Award under the circumstances below, and any such grant so made or any such direction or recommendation so given shall be null and void if (and only if) it is made or given under the circumstances below (and the Trustee shall be notified as soon as practicable):

(a) in any circumstances where the requisite approval from any applicable regulatory authorities or Shareholders has not been granted;

(b) in any circumstances that any member of the Group will be required under applicable securities laws, rules or regulations to issue a prospectus or other offer documents in respect of such Award or the Plan, unless the Board determines otherwise;

(c) where such Award would result in a breach by any member of the Group or its Directors of any applicable securities laws, rules or regulations in any jurisdiction;

(d) where such grant of Award would result in a breach of the Plan Limit;

(e) after the expiry of the Award Period or after the earlier termination of this Plan in accordance with Rule 4 or Rule 18;

(f) if such grant would result in the Company being unable to comply with the public float requirements prescribed by the Hong Kong Listing Rules from time to time;

(g) where any Director of the Company reasonably believes there is inside information which is required to be disclosed pursuant to Rule 13.09(2)(a) of the Hong Kong Listing Rules and the inside information provisions (as defined in the Hong Kong Listing Rules) under Part XIVA of the Securities and Futures Ordinance, or where dealings in the securities of the Company by Directors are prohibited under any code or requirement of the Hong Kong Listing Rules or any applicable laws, rules or regulations;

(h) during the period of 60 days immediately preceding the publication date of the annual results of the Company or the period from the end of the relevant financial year up to the publication date of such results, if shorter; and

(i) during the period of 30 days immediately preceding the publication date of the quarterly or half-year results of the Company or the period from the end of the relevant quarterly or half-year period up to the publication date of such results, if shorter.

8. AWARD LETTER AND NOTIFICATION OF GRANT OF AWARD

8.1. Subject to the Plan Rules, the number of H Shares subject to the Award may be determined at the sole discretion of the Board or the Delegatee.

8.2. The Company shall, from time to time, issue an Award Letter to each Incentive Participant in such form as the Board or the Delegatee may determine, specifying the Grant Date, the Grant Price, the manner of acceptance of the Award, the number of Award Shares granted (including the basis for determining the number of Award Shares), the vesting criteria and conditions, and the Vesting Date and such other provisions as the Board or the Delegatee may consider necessary and in accordance with the Plan.

8.3. As soon as practicable after the grant of any Award to an Incentive Participant, the Company shall provide a fully executed copy of the Award Letter to the Trustee.

8.4. The Grant Price is the consideration payable (if any) determined by the Board or the Delegatee for the acceptance of the Award by the Incentive Participant.

9. SOURCE OF FUNDS AND PURCHASE OF H SHARES BY THE TRUSTEE

9.1. The source of funds for the purchase or acquisition of the Award Shares under the Plan shall be: (a) the Company's own funds; and/or (b) such amount payable by the Incentive Participants to the Company or the Trustee for the acquisition of the Award Shares pursuant to the Award Letter. The Board or the Delegatee shall ensure that the Trustee is provided with the required funds for the establishment of the trust, such funds being the aggregate of the following (the "**Incentive Plan Funds**"):

(a) the amount for purchasing or acquiring the Award Shares under the Plan, or an equivalent amount determined at the absolute discretion of the Board or the Delegatee; and

(b) the related expenses for purchasing the Award Shares (including the prevailing brokerage, stamp duty, SFC transaction levy, Accounting and Financial Reporting Council transaction levy and Stock Exchange trading fee) as well as other necessary expenses required to complete the purchase of the Award Shares under the Plan.

The Board or the Delegatee may from time to time adjust the Incentive Plan Funds in accordance with the provisions of the Trust Deed.

9.2. For the purpose of satisfying the grant of Awards, the Company shall, as soon as reasonably practicable, transfer the necessary funds to the Trustee and instruct the Trustee to purchase H Shares, through on-market transactions or off-market transactions, as the source of the Award Shares under the Plan.

9.3. The Company shall instruct the Trustee whether to use the Returned Shares to satisfy any grant of Awards made, and if the Returned Shares determined by the Company are insufficient to satisfy the Awards granted, the Company shall, as soon as reasonably practicable, transfer the necessary funds to the Trustee and instruct the Trustee to purchase H Shares at the prevailing market price through on-market transactions or off-market transactions.

9.4. Where the Trustee has received instructions from the Company to acquire H Shares through on-market transactions or off-market transactions, the Trustee shall acquire such number of H Shares as instructed by the Company at the prevailing market price as soon as reasonably practicable after receiving the necessary funds from the Company.

9.5. The Trustee shall only be obliged to transfer Award Shares to Incentive Participants on vesting to the extent that Award Shares are comprised in the Trust.

9.6. Under the following circumstances, the Company shall not instruct the Trustee to purchase H Shares, and shall immediately notify the Trustee to cease purchasing H Shares:

(a) where the Directors of the Company reasonably believe that there is inside information which is required to be disclosed pursuant to Rule 13.09(2)(a) of the Hong Kong Listing Rules and the Inside Information Provisions (as defined in the Hong Kong Listing Rules) under Part XIVA of the Securities and Futures Ordinance, until the date on which such inside information is disclosed;

(b) within the 60 days immediately preceding the publication date of the annual results announcement of the Company, or during the period from the end of the relevant financial year up to the publication date of such results announcement (whichever is shorter);

(c) within the 30 days immediately preceding the publication date of the quarterly or half-year results announcement of the Company, or during the period from the end of the relevant quarter or half-year period up to the publication date of such results announcement (whichever is shorter); and

(d) other restrictive circumstances as stipulated by the relevant laws and regulations in the place of incorporation of the Company, the China Securities Regulatory Commission, SFC, and the stock exchange(s) where the securities of the Company are listed;

The Board or the Delegatee may, at any time after instructing the Trustee to purchase any H Shares, instruct the Trustee in writing to cease or suspend the purchase of such shares until further notice (without giving any reason).

10. VESTING OF AWARDS

10.1. The Board or the Delegatee may from time to time while the Plan is in force and subject to all applicable laws, rules and regulations, determine such vesting criteria and conditions as well as the vesting period.

10.2. Subject to compliance with the vesting criteria and conditions set out in Rules 10.3 to 10.5 below, the vesting period of all Award Shares under the Plan shall be determined by the Board or the Delegatee. The specific commencement date and duration of each vesting period shall be set out in the Award Letter approved by the Board or the Delegatee. The vesting period shall not be less than 12 months, unless otherwise determined by the Board or the Delegatee at its sole discretion.

10.3. The vesting of Awards granted under the Plan shall be subject to the assessment conditions of the Company's performance targets and any other applicable vesting conditions set out in the Award Letter. Details of the Company's performance targets shall be determined from time to time by the Board or the Delegatee with reference to the business performance and financial condition of the Company and the prevailing market conditions, and shall be set out in the Award Letter.

10.4. If the Incentive Participants fail to satisfy the vesting conditions applicable to the Award granted, the Award Shares corresponding to such unfulfilled portion shall not vest and shall be held by the Trustee as Returned Shares.

10.5. Any dividends in respect of the unvested Award Shares shall be retained by the Trustee and transferred to the Incentive Participants together with the Award Shares upon vesting. Any dividends in respect of the Returned Shares shall be retained by the Trustee as cash income of the Trust.

10.6. If the Vesting Date is not a Business Day, the Vesting Date shall be the first Business Day following the suspension or cessation of trading of the H Shares.

10.7. For the purpose of the vesting of Awards, the Board or the Delegatee shall:

(a) direct and procure the Trustee to release the Award Shares from the Trust to the Incentive Participants by transferring the Award Shares to the Incentive Participants in such manner as may be determined by the Board or the Delegatee from time to time; or

(b) to the extent that, at the determination of the Board or the Delegatee, it is not practicable for the Incentive Participants to receive the Award in H Shares solely due to legal or regulatory restrictions with respect to the Incentive Participants' ability to receive the Award in H Shares or the Trustee's ability to give effect to any such transfer to the Incentive Participants, the Board or the Delegatee will direct and procure the Trustee to sell the vested Award Shares through a specified trading method and pay the Incentive Participants the proceeds in cash arising from such sale based on the Actual Selling Price of such Award Shares as set out in the Vesting Notice.

10.8. Any stamp duty or other direct costs and expenses arising on the vesting and transfer of the Award Shares shall be borne by the Company. Any taxes or other direct costs and expenses arising on the sale of the Award Shares due to the vesting shall be borne by the Incentive Participants.

10.9. All costs and expenses in relation to all dealings with the Award Shares after vesting and transfer of the Award Shares to the Incentive Participants (as the case may be) shall be borne by the Incentive Participants and neither the Company nor the Trustee shall be liable for any such costs and expenses thereafter.

10.10. Other than the stamp duty to be borne by the Company in accordance with Rule 10.8, all other taxes (including personal income taxes, professional taxes, salaries tax or other taxes (the "**Taxes**")) in connection with the Incentive Participants' participation in the Plan or in relation to the Award Shares or cash amount of equivalent value of the Award Shares shall be borne by the Incentive Participants and neither the Company nor the Trustee shall be liable for any other Taxes. The Incentive Participant will indemnify the Trustee and all members of the Group against any liability each of them may have to pay or account for such Taxes, including any withholding liability in connection with any Taxes. To give effect to this, the Trustee or any member of the Group may, notwithstanding anything else in the Plan Rules (but subject to applicable law):

(a) direct the Trustee to, upon the sale of the relevant Award Shares of the Incentive Participant, deduct or withhold from the cash corresponding to such Actual Selling Price the corresponding amount of Taxes payable by the Incentive Participant, and transfer such amount to the Company for the payment of Taxes; or

(b) where the amount reduced or withheld is insufficient for the Company to pay the Taxes, the Incentive Participant shall remit the shortfall to the Company, and the Company shall pay the relevant taxes on behalf of the Incentive Participant.

11. CHANGES IN CIRCUMSTANCES PERTAINING TO INCENTIVE PARTICIPANTS

11.1. Where the position of an Incentive Participant changes within the Group, but he/she remains eligible to participate in the Plan and qualifies as an Eligible Employee, the Award Shares which have been granted but remain unvested shall continue to vest on the Vesting Date stated in the Award Letter, unless otherwise determined by the Board or the Delegatee. However, if the change in position of the Incentive Participant is due to any

Any Award Shares granted to such employee which remain unvested shall lapse immediately, whereby such Award Shares shall become Returned Shares. Where the circumstances of the violation of laws or the damage caused are severe, the Company reserves the right to seek recourse against the Incentive Participant.

11.2. In the event of any of the following circumstances occurring to an Incentive Participant, any granted but unvested Award Shares held by him/her shall lapse immediately, unless otherwise determined by the Board or the Delegatee:

(a) the Incentive Participant ceases to be an Eligible Employee due to the occurrence of any circumstance as set out in Rule 7.2 of the Plan under which he/she is disqualified from being an Incentive Participant;

(b) the Incentive Participant ceases to be an Eligible Employee as a result of leaving the Group by reason of resignation, redundancy, expiry of the employment contract or service agreement, etc.;

(c) subject to Rule 11.7 and Rule 13.1(f) of the Plan, the Incentive Participant dies from causes other than work-related injuries;

(d) the Incentive Participant is not re-employed after retiring upon reaching the retirement age prescribed by the State or the Company; or

(e) the Incentive Participant ceases to be an Eligible Employee for any other reasons.

11.3. If an Incentive Participant ceases to be an Eligible Employee by reason of termination of the Incentive Participant's employment relationship with the Group due to incapacity resulting from work injury, any granted but unvested Award Shares shall continue to vest in accordance with the Vesting Dates set out in the Award Letter, unless otherwise determined by the Board or the Delegatee. The individual performance appraisal results of such Incentive Participant will no longer be included as vesting conditions.

11.4. Subject to Rule 11.7 and 13.1(f) of the Plan, if an Incentive Participant dies due to a work injury, any granted but unvested Award Shares shall continue to be processed in accordance with the procedures set out in the Award Letter, unless otherwise determined by the Board or the Delegatee. The individual performance appraisal results of such Incentive Participant will no longer be included as vesting conditions.

11.5. If an Incentive Participant is re-engaged following retirement upon reaching the retirement age stipulated by the State or the Company, any granted but unvested Award Shares shall continue to vest in accordance with the Vesting Date set out in the Award Letter, unless otherwise determined by the Board or the Delegatee. The individual performance appraisal results of such Incentive Participant will no longer be included as vesting conditions.

11.6. In the event that an Award or any part thereof to an Incentive Participant vests by reason of the death of such Incentive Participant, the Trustee shall hold such number of Award Shares as are equal to the vested Award Shares or the Actual Selling Price ("**Benefits**") on trust and shall transfer the same to the legal personal representatives of the Incentive Participant within two years of the death of the Incentive Participant (or such longer period as the Trustee and the Company shall agree from time to time) or, if the Benefits would otherwise become bona vacantia, the Benefits shall be forfeited and cease to be transferable and such Benefits shall be held by the Trustee as Returned Shares or funds of the Trust for the purposes of the Plan. Notwithstanding the foregoing, the Benefits held upon the Trust hereof shall until transfer is made in accordance herewith be retained and may be invested and otherwise dealt with by the Trustee in every way as if they had remained part of the Trust.

11.7. The Company shall from time to time inform the Trustee in writing the dates on which and the reasons why such Incentive Participants ceases to be Eligible Employees, the lapse of any unvested Award Shares, and any amendments to the terms and conditions of the Award in respect to such Incentive Participant (including the number of Award Shares).

11.8. In the event that an Incentive Participant's employment with the Group is terminated for any reason, (i) all vested Award Shares shall be sold on the market at the prevailing market price within twelve months following the termination of employment; (ii) upon the expiry of the twelve-month period stipulated in the aforementioned Rule 11.8(i), the Company reserves the right to direct and procure the Trustee to sell on the market at the prevailing market price all the Award Shares which have vested in the Incentive Participant pursuant to Rule 10 and Rule 11.8(i) of the Plan but remain unsold.

12. TRANSFERABILITY AND OTHER RIGHTS TO AWARD SHARES

12.1. Any Award granted hereunder but not yet vested shall belong to the Incentive Participant to whom it is made and shall not be transferable and no Incentive Participant shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to any Award, or enter into any agreement to do so.

12.2. Any actual or intended breach of the provisions of Rule 12.1 shall entitle the Company to cancel all or part of the granted but unvested Awards granted to the Incentive Participant, without any obligation to provide any compensation or replacement awards other than the contribution amount already paid by the Incentive Participant. The determination by the Board or the Delegatee as to whether the Incentive Participant has breached any of the foregoing provisions shall be final and conclusive.

13. INTEREST IN THE ASSETS OF THE TRUST

13.1. For the avoidance of doubt:

(a) an Incentive Participant shall have only a contingent interest in the Award subject to the vesting of such Award in accordance with Rules 10 and 14 of the Plan;

(b) no instructions may be given by an Incentive Participant to the Trustee in respect of the Award or any other property of the Trust and the Trustee shall not follow instructions given by an Incentive Participant to the Trustee in respect of the Award or any other property of the Trust;

(c) neither the Incentive Participant nor the Trustee may exercise any voting rights attached to any H Shares held by the Trustee under the Trust (including any Award Shares that have not yet vested);

(d) an Incentive Participant shall have no right to any cash or non-cash income, distribution, sale proceeds of non-cash and non-scrip distributions underlying the Returned Shares, all of which shall be retained by the Trustee for the benefit of the Plan, including but not limited to the payment of costs in connection with the operations of the Plan such as the fees of professional parties engaged by the Company for the purpose of the Plan from time to time;

(e) an Incentive Participant shall have no rights in the balance of the fractional shares arising out of consolidation of H Shares (if any) and such H Shares shall be deemed as Returned Shares for the purposes of the Plan;

(f) in the case of the death of an Incentive Participant, the Benefits shall be forfeited if no transfer of the Benefits to the legal personal representatives of the Incentive Participant is made within the period prescribed in Rule 11.6 and the legal personal representatives of the Incentive Participant shall have no claims against the Company or the Trustee; and

(g) in the event an Incentive Participant ceases to be an Eligible Employee on or prior to the relevant Vesting Date and the Award in respect of the relevant Vesting Date shall lapse pursuant to the Plan, and such Award shall not vest on the relevant Vesting Date and the Incentive Participant shall have no claims against the Company or the Plan Trustee, unless otherwise determined by the Board or the Delegatee.

14. CHANGE IN CONTROL, PUBLIC OFFERING, PLACING, RIGHTS ISSUE AND BONUS WARRANTS AND OTHERS

Change in control

14.1. In the event of an actual change in control of the Company as a result of a merger, privatisation by way of a scheme or offer, or a material asset reorganisation; the Company ceasing to exist following its merger with another company; a demerger of the Company; or the passing of a resolution at the general meeting to replace more than half of the members of the Board before the expiry of its term of office, the Board or the Delegatee shall have sole discretion to determine whether to terminate the Plan. For the purposes of this Rule, "control" shall have the meaning ascribed to it under the Codes on Takeovers and Mergers and Share Repurchases issued by the SFC, as amended from time to time.

Public offering, placing and rights issue

14.2. In the event the Company undertakes a public offer of new securities or makes a placing, the Trustee shall not subscribe for any new H Shares. In the event of a rights issue, the Trustee shall not take any step to exercise any nil-paid rights and shall sell such nil-paid rights in respect of any H Shares which are held by the Trustee (if there is an open market for such rights). The aggregate proceeds of such sale may be applied by the Trustee to purchase H Shares for the purposes of satisfying any further Awards to be from time to time made by the Company under the Plan and to pay the reasonable costs and expenses incurred by the Trustee under the Plan in the performance of its duties under the Trust Deed.

Bonus warrants

14.3. In the event the Company issues bonus warrants in respect of any H Shares which are held by the Trustee, the Trustee shall not, unless otherwise instructed by the Company, subscribe for any new H Shares by exercising any of the subscription rights attached to the bonus warrants, and shall sell the bonus warrants created and granted to it (if such warrants are lawfully transferable and there is a public market therefor), and the net proceeds of sale of such bonus warrants shall be held as cash income of the Trust.

Scrip dividend

14.4. In the event the Company undertakes a scrip dividend plan, the Trustee shall elect to receive the scrip Shares and such H Shares will be held as Returned Shares.

Capitalization issue, sub-division, consolidation and capital reduction

14.5. In the event the Company undertakes the sub-division, consolidation or capital reduction of the H Shares, corresponding changes will be made to the number of outstanding Award Shares that have been granted provided that the adjustments shall be made in such manner as the Board determines to be fair and reasonable in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan for the Incentive Participants. All fractional shares (if any) arising out of such sub-division or consolidation in respect of the Award Shares of an Incentive Participant shall be deemed as Returned Shares and shall not be transferred to the relevant Incentive Participant on the relevant Vesting Date.

14.6. In the event of an issue of H Shares by the Company credited as fully paid to the holders of the H Shares by way of capitalisation of profits or reserves (including share premium account), the H Shares attributable to any Award Shares held by the Trustee shall be deemed to be an accretion to such Award Shares and shall be held by the Trustee as if they were Award Shares purchased by the Trustee hereunder and all the provisions hereof in relation to the original Award Shares shall apply to such additional Shares.

14.7. In the event of any non-cash distribution or other events not referred to above by reason of which the Board considers an adjustment to an outstanding Award to be fair and reasonable, an adjustment shall be made to the number of outstanding Award Shares of each Incentive Participant as the Board shall consider to be fair and reasonable in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan for the Incentive Participants. The Company shall provide such funds, or such directions on application of the Returned Shares or other funds in the Trust, as may be required to enable the Trustee to purchase H Shares through on-market transactions or off-market transactions at the prevailing market price to satisfy the additional Awards.

14.8. In the event of other non-cash and non-scrip distributions made by the Company not otherwise referred to in the Plan Rules in respect of the H Shares held by Trust, the Trustee shall sell such distribution and the net sale proceeds thereof shall be deemed as cash income in respect of the H Shares held by the Trust.

Voluntary winding-up

14.9. If an effective resolution is passed during the Award Period for the voluntary winding-up of the Company (other than for the purposes of a reconstruction, amalgamation or plan of arrangement), the Board or the Delegatee shall in its sole and absolute discretion determine whether the Vesting Date of any Awards will be accelerated and whether the Incentive Participants will be entitled to receive out of the assets available in liquidation on an equal basis with the Shareholders such sum as they would have received in respect of the Awards. Any decision made pursuant to this Rule shall be notified to the Trustee.

Compromise or arrangement

14.10. If a compromise or arrangement is proposed between the Company and its Shareholders or creditors in connection with a plan for the reconstruction of the Company or its amalgamation with any other company, and the Company gives notice to its Shareholders convening a general meeting to consider and, if thought fit, approve such compromise or arrangement, the Board or the Delegatee shall determine at their sole discretion whether to advance the Vesting Date of any Award. Any decision made pursuant to this Rule shall be notified to the Trustee.

15. RETURNED SHARES

15.1. The Trustee shall hold Returned Shares in accordance with the provisions hereof for the purpose of the Plan. When H Shares have been deemed to be Returned Shares under the Plan Rules, the Trustee shall notify the Company accordingly.

16. ALTERATION OF THE PLAN

16.1. Subject to the Plan Limit, the Board or the Delegatee may at any time alter any terms of the Plan and make other minor amendments beneficial to the administration of the Plan, provided that any such amendments comply with the requirements of applicable laws and the Hong Kong Listing Rules. Any such alteration or supplement shall be notified to the Trustee.

17. CANCELLATION OF AWARDS

17.1. The Board or the Delegatee may in its absolute discretion cancel any Award that has neither vested nor lapsed, provided that:

(a) the Company has paid to the Incentive Participants an amount equal to the purchase price at the time of accepting the Award; or

(b) the Board or the Delegatee and such Incentive Participant have reached an agreement regarding the compensation arrangement for the cancellation of the Award.

17.2. For the purpose of calculating the Plan Limit as set out in Rule 5, Award Shares which have been cancelled or lapsed in accordance with the Plan Rules shall not be regarded as utilized. Such cancelled or lapsed Shares will not be regarded as utilized in calculating the Plan Limit.

18. TERMINATION OF THE PLAN

18.1. The Plan shall terminate on the earlier of:

(a) the end of the Award Period; and

(b) such date of early termination as determined by the Board.

Such termination shall not affect any subsisting rights of any Incentive Participant hereunder. Upon termination of the Plan, no further Awards shall be granted pursuant to the Plan.

18.2. Within twelve months after the settlement, lapse, forfeiture or cancellation (as the case may be) of the last granted but unvested Award granted under the Plan, or the termination of the Plan (whichever is later), the Trustee shall sell all Returned H Shares and the remaining non-cash income (if any) under the Trust, and, after making appropriate deductions for all disposal costs, expenses and other existing and future liabilities in accordance with the Trust Deed, transfer the proceeds of such sale together with any remaining cash accumulated under the Trust to the Company. For the avoidance of doubt, the Trustee shall not transfer any H Shares to the Company.

19. INTERPRETATION

19.1. Any decision to be made under the Plan, including matters of interpretation with respect to the Plan Rules, shall be made by the Board or the Delegatee. The decision by the Board shall be final and binding.

20. OTHER TERMS

20.1. The Plan shall not form part of any contract of employment between any member of the Group and any Eligible Employee, and the rights and obligations of any Eligible Employee under the terms of his/her office or employment shall not be affected by his/her participation in the Plan or any right which he/she may have to participate in it and the Plan shall afford such Eligible Employee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.

(c) the provision of data or information to future purchasers or merger partners of the Company, the Incentive Participant's employing company, or the Incentive Participant's business unit;

(d) the transfer of data or information about the Incentive Participant to a country or territory outside the Incentive Participant's home country which may not provide the same statutory protection for the information as his home country;

(e) in the case where an announcement is required to be made or a circular is required to be despatched pursuant to the Hong Kong Listing Rules or other applicable laws, rules and regulations for the purposes of granting an Award, the disclosure of the identity of such Incentive Participant, the number of Award Shares and the terms of the Award granted and/or to be granted and all other information as required under the Hong Kong Listing Rules or other applicable laws, rules and regulations.

The Incentive Participant is entitled, on payment of a reasonable fee, to a copy of the personal data held about him or her, and if such personal data is inaccurate, the Incentive Participant has the right to have it corrected.

21. DISPUTE RESOLUTION

21.1. The Board or the Delegatee shall determine any question of interpretation and settle any dispute arising under or in connection with this Plan. The Board's decision shall be final.

22. GOVERNING LAW

22.1. The Plan shall be governed by and construed in accordance with the laws of Hong Kong.

Shenzhen Senior Technology Material Co., Ltd.
深圳市星源材質科技股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 6067)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the 2026 fifth extraordinary general meeting (the "**EGM**") of Shenzhen Senior Technology Material Co., Ltd. (the "**Company**") will be held at Conference Room, 10th Floor, Building 2, Xingyuan Advanced Materials Industrial Park, Tianyuan Road North, Gongming Subdistrict, Guangming District, Shenzhen, Guangdong Province, the PRC on Friday, 28 August 2026 at 2:30 p.m. for the purposes of considering and, if thought fit, approving the following resolutions. Unless the context requires otherwise, capitalised terms used herein shall have the same meanings as those defined in the circular of the Company dated 10 August 2026 (the "**Circular**").

Special Resolutions

1. To consider and approve the resolution in relation to the 2026 H Share Incentive Plan (Draft) of the Company

2. To consider and approve the resolution in relation to the proposed grant of authorisation by the general meeting to the Board and/or its delegate(s) to handle matters relating to the 2026 H Share Incentive Plan of the Company

By order of the Board
Shenzhen Senior Technology Material Co., Ltd.
Prof. Chen Xiufeng
Executive Director and Chairman of the Board

Hong Kong, 10 August 2026

As at the date of this notice, the Board comprises (i) Prof. Chen Xiufeng, Dr. Zhang Xiaomin and Mr. Xu Liqiang as executive Directors; (ii) Mr. Zhu Bide as a non-executive Director; and (iii) Mr. Tang Changjiang, Ms. Sun Zhenzhen and Mr. Leung Shu Sun Sunny as independent non-executive Directors.

Notes:

1. For details of the resolutions to be considered in the EGM, please refer to the Circular of the Company dated 10 August 2026.

2. Closure of register of members and eligibility for attending the EGM

The register of members of H Shares of the Company will be closed from Tuesday, 25 August 2026 to Friday, 28 August 2026 (both days inclusive), during which time no transfer of H Shares will be registered. Holders of Shares whose names appear on the register of members of H Shares of the Company on Friday, 28 August 2026 are entitled to attend and vote in respect of all resolutions to be proposed at the EGM.

In order to attend the EGM, H Shareholders should ensure that all transfer documents, accompanied by the relevant share certificates, are lodged with the Company's H Share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, before 4:30 p.m. on Monday, 24 August 2026.

3. Proxy

(1) All H Shareholders are entitled to attend the EGM and may appoint one or more proxies in writing to attend and vote on their behalf. The proxy does not need to be a Shareholder of the Company.

(2) The form of proxy must be signed by the Shareholder or by an authorized person appointed by the Shareholder in writing. If the appointor is a corporate shareholder, the seal of the corporate shareholder shall be affixed. If the form of proxy is signed by a third party authorized by the appointor, the power of attorney signed under authorization or other authorization documents shall be notarized.

In order to be valid, in the case of H Shareholders, the form of proxy, and if the form of proxy is signed by a person under a power of attorney or other authorization document on behalf of the appointer, a notarially certified copy of that power of attorney or other authorization document, must be deposited with the Company's H Share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not less than 24 hours before the time appointed for the EGM (i.e. before 2:30 p.m. on Thursday, 27 August 2026). Completion and return of the form of proxy will not preclude a H Shareholder from attending and voting in person at the EGM or any adjournment thereof should he/she/it so wish.

4. A Shareholder or his/her/its proxy should present proof of identity when attending the EGM. If a Shareholder is a legal person, its legal representative or a proxy entrusted by such legal representative shall attend the EGM by providing identity cards and valid proof of their capacities as legal representatives (in the case of attendance by legal representatives) or identity cards and letters of authorisation duly issued by such legal representatives (in the case of attendance by proxies of such legal representatives).

5. Pursuant to Rule 13.39(4) of the Listing Rules, voting for all the resolutions set out in this notice will be taken by poll at the EGM. For the avoidance of doubt, holders of treasury shares of the Company (if any) are not entitled to vote at the EGM.

6. Miscellaneous

(1) The EGM is expected to be held for no more than half a day. Shareholders who attend the meeting in person or by proxy shall bear their own travelling and accommodation expenses.

(2) Contact information of the Company
Contact telephone: 0755-2138 3902
Email: zqb@senior798.com
Contact person: Zhang Chensheng

(3) All times refer to Hong Kong local time, except as otherwise stated.