

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



Boyaa Interactive International Limited

博雅互動國際有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 0434)

ADOPTION OF RESTRICTED SHARE UNIT SCHEME

ADOPTION OF RESTRICTED SHARE UNIT SCHEME

The Board is pleased to announce that on 19 July 2021, the Company has adopted the Scheme to, incentivise the contributions by, and to attract, motivate and retain, Eligible Persons, for the future development and expansion of the Group by providing them with the opportunity to own equity interests in the Company. The Scheme shall be valid and effective for a period of eight years commencing on the Adoption Date.

Subject to the terms of the Scheme and the Listing Rules, the Board may, at any time during the Scheme Period, make a Grant to any Participant in its sole and absolute discretion selected on the basis of their contribution to the development and growth of the Group or such other factors as the Board may deem appropriate.

The Scheme does not constitute a share option scheme pursuant to Chapter 17 of the Listing Rules and is a discretionary scheme of the Company. No shareholders' approval is required to adopt the Scheme.

APPOINTMENT OF TRUSTEE

Upon the adoption of the Scheme, the Company will enter into the Trust Deed with The Core Trust Company Limited as the Trustee and appoint it to assist with the administration and vesting of the RSUs granted pursuant to the Scheme.

To the best knowledge, information and belief of the Board after making all reasonable enquiries, the Trustee is an independent third party and not connected with the Company or any of its connected persons.

ADOPTION OF RESTRICTED SHARE UNIT SCHEME

The Board is pleased to announce that on 19 July 2021, the Company has adopted the Scheme to, incentivise the contributions by, and to attract, motivate and retain, Eligible Persons, for the future development and expansion of the Group by providing them with the opportunity to own equity interests in the Company. The Scheme shall be valid and effective for a period of eight years commencing on the Adoption Date.

SUMMARY OF THE SCHEME

The following is summary of the principal terms of the Scheme:

Purpose of the Scheme

The purpose of the Scheme is to incentivise the contributions by, and to attract, motivate and retain, Eligible Persons, for the future development and expansion of the Group by providing them with the opportunity to own equity interests in the Company.

Duration

Subject to any early termination of the Scheme in accordance with the Scheme, the Scheme shall be valid and effective for a period of eight years commencing on the Adoption Date.

Eligibility

The Board may select any Eligible Person for participation in the Scheme as a Selected Person. Unless so selected, no Eligible Person shall be entitled to participate in the Scheme. The basis of eligibility of any Selected Person for the grant of RSUs shall be determined by the Board from time to time in its sole and absolute discretion on the basis of their contribution to the development and growth of the Group or such other factors as the Board may deem appropriate.

Administration of Scheme

The Scheme shall be subject to the administration of the Board, including the power to construe and interpret the Rules and the terms of the RSUs granted under it. The Board may delegate the authority to administer the Scheme to a committee of the Board. The Board may also appoint one or more independent third party contractors (including the Trustee) to assist in the administration of the Scheme and delegate such powers and/or functions relating to the administration of the Scheme as the Board thinks fit.

Grant of RSUs

Subject to the terms of the Scheme and the Listing Rules, the Board may, at any time during the Scheme Period, make a Grant to any Participant in its sole and absolute discretion on such terms and conditions as the Board thinks fit.

Restriction on grant of RSUs

The Board may not grant any RSUs to any Participants in any of the following circumstances:

- (a) the securities laws or regulations require that a prospectus or other offering documents be issued in respect of the grant of the RSUs or in respect of the Scheme, unless the Board determines otherwise;
- (b) where granting the RSUs would result in a breach by the Company, the Subsidiaries or any of their directors of any applicable securities laws, rules or regulations; or
- (c) where such grant of RSUs would result in breach of the limits of the Scheme pursuant to the Rules.

Exercise of RSUs

RSUs held by a Participant that are vested as evidenced by the Vesting Notice may be exercised (in whole or in part) by the Participant serving an exercise notice in writing on the Trustee and copied to the Company. Any exercise of RSUs must be in respect of a Board Lot or an integral multiple thereof (except where the number of RSUs which remains unexercised is less than one Board Lot). Upon receipt of an exercise notice, the Board may decide at its absolute discretion to:

- (a) direct and procure the Trustee to, within a reasonable time, transfer the Shares underlying the RSUs exercised (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) to the Participant which the Company has allotted and issued to the Trustee as fully paid up Shares or which the Trustee has either acquired by purchasing existing Shares or by receiving existing Shares from any shareholder of the Company, subject to the Participant paying the exercise price (where applicable) and all tax, stamp duty, levies and charges applicable to such transfer to the Trustee or as the Trustee directs; or
- (b) pay, or direct and procure the Trustee, within a reasonable time, to pay to the Participant in cash an amount which represents the value of the Shares underlying the RSUs exercised on or about the date of exercise (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) less any exercise price (where applicable) and after deduction of any tax, levies, stamp duty and other charges applicable to the sale of any Shares to fund such payment and in relation thereto.

Vesting of RSUs

The Board may determine the vesting criteria, conditions and the time schedule when the RSUs will vest and such criteria, conditions and time schedule shall be stated in the Grant Letter.

Within a reasonable time after the vesting criteria, conditions and time schedule have been reached, fulfilled, satisfied or waived, the Board shall send the Vesting Notice to each of the relevant Participants. The Vesting Notice will confirm the extent to which the vesting criteria, conditions and time schedule have been reached, fulfilled, satisfied or waived, and the number of Shares (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) involved.

Rights attached to RSUs

With respect to the exercise of the voting rights attached to the Shares underlying the RSUs held by the RSU Nominee:

- (a) In each general meeting of the Company, the Company will send a voting instruction form to each of the Participants. Each Participant shall be entitled to one vote for each of the Shares underlying the RSUs granted to him or her, whether vested or unvested. The Participants will be required to return the signed and completed voting instruction form by the deadline stated in the voting instruction form, which deadline shall be no less than 7 days before the time for holding the relevant general meeting and the Participants will be given at least 7 days to consider how they would like to cast their votes. In so far as the duly signed and completed voting instructions from the Participants have been received prior to the proposed deadline, the total number of votes will be calculated for and against each proposed resolution and the RSU Nominee will be instructed accordingly. The RSU Nominee shall vote only in accordance with the instructions of the Board which reflect the instructions of the Participants;
- (b) For those Participants who fail to return a duly signed and completed voting instructions form, no instruction will be given to the RSU Nominee so that no votes will be cast for such Shares underlying the RSUs granted and the RSU Nominee shall abstain from voting with respect to such Shares underlying the RSUs granted; and
- (c) For the Shares in the pool of the Scheme in respect of which no RSUs have been granted, no instruction will be given to the RSU Nominee so that no votes will be cast for those Shares and the RSU Nominee shall also abstain from voting with respect to such Shares.

Lapse of RSUs

1. Subject to the Rules, any unvested RSUs will automatically lapse immediately where:
 - (a) such Participant's employment or service terminates for any reason, except (i) the employment or service is terminated by reason of death, retirement or disability, (ii) where the employment is terminated involuntarily without cause, (iii) where the company employing the Participant ceases to be one of the Subsidiaries, or (iv) any other incident occurs as the Board may at its discretion specify; or
 - (b) the Participant makes any attempt or takes any action to sell, transfer, assign, charge, mortgage, encumber, hedge or create any interest in favour of any other person over or in relation to any RSUs or any interests or benefits pursuant to the RSUs.

2. Subject to the Rules, a Participant's RSUs will lapse on a proportional basis based on the proportion that (i) the time between the Grant Date and the occurrence of the following relevant event bears to (ii) the entire vesting period set out in the Participant's Grant Letter if:

- (a) the Participant's employment or service is terminated because of the Participant's death, retirement or disability;
- (b) the Participant's employment or service is terminated involuntarily without cause;
- (c) the company with which the Participant is employed ceases to be one of the Subsidiaries; or
- (d) any other incident occurs as the Board may at its discretion specify,

provided that the performance criteria set out in the Grant Letter have been fully satisfied and fulfilled, if capable of being satisfied or fulfilled, with reference to the date of occurrence of that event.

3. Subject to the Rules, if at any time, a Participant:

- (a) ceases to be an employee as a result of termination of his/her employment with the Group for Cause. For the purpose of the Rule, "Cause" means the Participant is in breach of the applicable rules and regulations implemented by the Group or his/her contract of employment with or any other obligation to the Group;
- (b) fails, during the course of his/her employment, to devote the whole of his/her time and attention to the business of the Group or to use his/her best endeavours to develop the business and interests of the Group;
- (c) is concerned during the course of his/her employment with the Group (without the prior written consent of the Company) with any (competitive or other) business other than that of the Group; and/or
- (d) is in breach of the applicable rules and regulations implemented by the Group or his/her contract of employment with or any other obligation to the Group,

then all vested and unvested RSUs shall automatically lapse and such Participant shall have no claim whatsoever in respect of the RSUs or the underlying Shares.

Cancellation of RSUs

The Board may at its discretion cancel any RSU that has not vested or lapsed, provided that:

- (a) the Company or the Subsidiaries pay to the Participant an amount equal to the fair value of the RSU at the date of the cancellation as determined by the Board, after consultation with the Auditors or an independent financial adviser appointed by the Board;
- (b) the Company or the relevant Subsidiary provides to the Participant a replacement award (or a grant or option under any other restricted share unit scheme, share option scheme or share-related incentive scheme) of equivalent value to the RSUs to be cancelled; or
- (c) the Board makes any arrangement as the Participant may agree in order to compensate him/her for the cancellation of the RSUs.

Maximum Number of Underlying Shares

The maximum number of RSUs that may be granted under the Scheme in aggregate (excluding RSUs that have lapsed or been cancelled in accordance with the Rules) shall be such number of Shares held or to be held by the Trustee for the purpose of the Scheme from time to time.

Transferability

The RSUs granted pursuant to the Scheme are personal to each Participant, and are not assignable. Participants are prohibited from selling, transferring, assigning, charging, mortgaging, encumbering, hedging or creating any interest in favor of any other person over or in relation to any property held by the Trustee on trust for the Participants, the RSUs or any interest or benefits therein.

Termination

The Board may terminate the Scheme at any time before the expiry of the Scheme Period. The provisions of the Scheme shall remain in full force and effect in respect of RSUs which are granted pursuant to the Rules prior to the termination of the operation of the Scheme. The Company or relevant Subsidiary shall notify the Trustee and all Participants of such termination and of how any property held by the Trustee on trust for the Participants (including, but not limited to, any Shares held) and the outstanding RSUs shall be dealt with.

APPOINTMENT OF TRUSTEE

Upon the adoption of the Scheme, the Company will enter into the Trust Deed with The Core Trust Company Limited as the Trustee and appoint it to assist with the administration and vesting of RSUs granted pursuant to the Scheme.

To the best knowledge, information and belief of the Board after making all reasonable enquiries, the Trustee is an independent third party and not connected with the Company or any of its connected persons.

LISTING RULES IMPLICATION

The Scheme does not constitute a share option scheme pursuant to Chapter 17 of the Listing Rules and is a discretionary scheme of the Company. No shareholders' approval is required to adopt the Scheme.

DEFINITION

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

“Adoption Date”	19 July 2021, being the date on which the Scheme is adopted
“Auditors”	the auditors of the Company, as appointed from time to time
“Board”	the board of Directors of the Company
“Board Lot”	the number of Shares constituting a board lot of 1,000 Shares each
“Company”	Boyaa Interactive International Limited (博雅互動國際有限公司), a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the main board of the Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company

“Eligible Person(s)”	persons eligible to receive RSUs under the Scheme, who are existing employees, senior management and directors (whether executive or non-executive, but excluding independent non-executive directors) or officers of the Company or any Subsidiaries
“Grant”	the grant of RSUs in accordance with the Rules
“Grant Date”	the date on which RSUs, are granted under the Scheme pursuant to a Grant Letter
“Grant Letter”	the letter pursuant to which RSUs are granted to a Selected Person
“Group”	the Company and its subsidiaries (including Shenzhen Dong Fang Bo Ya Technology Co., Ltd. (深圳市東方博雅科技有限公司))
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Participant(s)”	a Selected Person who accepts the offer of the grant of RSUs in accordance with the terms of the Scheme
“RSU Nominee”	The nominee company which held Shares underlying the RSU Scheme, being Core Administration RSU Limited
“RSUs”	restricted share units, each restricted share unit represents one underlying Share, and represent a conditional right granted to any Selected Person under the Scheme to obtain either Shares or an equivalent value in cash with reference to the market value of the Shares on or about the date of exercise of the restricted share units, less any tax, stamp duty and other charges applicable, as determined by the Board in its absolute discretion
“Rules”	the rules of the Scheme as amended from time to time

“Scheme”	the restricted share unit scheme constituted and governed by the Rules, as amended from time to time
“Scheme Period”	the period of eight (8) years commencing on the Adoption Date
“Selected Person(s)”	Eligible Persons selected by the Board to be granted RSUs under the Scheme at its discretion
“Shares”	ordinary share(s) of USD0.00005 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subsidiary”	a company which is for the time being and from time to time a subsidiary (within the meaning of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere
“Trust Deed”	the trust deed entered into between the Company and the Trustee (as amended, supplemented or otherwise modified from time to time) for the administration of the Scheme
“Trustee”	a professional trustee to be appointed by the Board to hold Shares for the purpose of the Scheme
“Vesting Notice”	a notice to be sent by the Company to each of the relevant Participants after the vesting criteria, conditions and time schedule have been reached, fulfilled, satisfied or waived, as described in the Rules

By Order of the Board
Boyaa Interactive International Limited
DAI Zhikang
Chairman and Executive Director

Hong Kong, 19 July 2021

As at the date of this announcement, the executive Directors are Mr. DAI Zhikang and Ms. TAO Ying; the independent non-executive Directors are Mr. CHEUNG Ngai Lam, Mr. CHOI Hon Keung Simon and Mr. KONG Fanwei.