

BOYAA INTERACTIVE INTERNATIONAL LIMITED

RULES

OF

THE 2011 EMPLOYEE SHARE OPTION SCHEME

Adopted on 7 January 2011

(Amended on 17 September 2013)

BOYAA INTERACTIVE INTERNATIONAL LIMITED

博雅互动国际有限公司

RULES OF THE 2011 EMPLOYEE SHARE OPTION SCHEME

2011年员工股票期权计划规则

1. DEFINITIONS AND INTERPRETATION

定义及释义

1.1 In these Rules:

在本规则中:

“**Adoption Date**” means 7 January 2011;

“**采纳日**”指 2011年1月7日;

“**Allotment Date**” means, in respect of any Grantee and any exercise by such Grantee of the Option granted to him, the date on which Shares are allotted to him pursuant to such exercise;

“**分配日**”就任何被授予人及其该被授予人行使授予其的任何期权而言,指根据其行使的期权而分配股份给他之日;

“**Articles**” means the articles of association of the Company (as amended from time to time);

“**章程**”指本公司的章程(经不时修订);

“**Auditors**” means the auditors for the relevant time being of the Company;

“**审计师**”指本公司届时的审计师;

“**Board**” means the board of directors of the Company as from time to time constituted;

“**董事会**”指本公司不时组成的董事会;

“**Cessation Date**” means the date on which a notice is given by or to a Grantee to terminate his employment with the Group;

“**雇佣终止日**”指被授予人出具的或发给被授予人的关于终止其与集团之间雇佣关系的通知之日;

“**Committee**” means the compensation committee or remuneration committee established under the Board as from time to time constituted;

“**薪酬委员会**”指董事会不时下设的薪酬委员会；

“**Company**” means Boyaa Interactive International Limited 博雅互动国际有限公司 (formerly known as Boyaa Interactive Limited), a company initially incorporated in the British Virgin Islands and redomiciled to the Cayman Islands;

“**本公司**”指 Boyaa Interactive International Limited 博雅互动国际有限公司（原名为 Boyaa Interactive Limited）原于英属维尔京群岛注册并已更改注册地至开曼群岛之公司；

“**Date of Grant**” means in respect of any Option, the date on which the Option is granted in accordance with Rule 3.2;

“**授予日**”就任何期权而言，指根据第3.2条授予期权之日；

“**Employee**” means any employee, officer and director of or consultant to any member within the Group;

“**员工**”指集团任何成员公司的任何雇员、管理人员、董事或顾问；

“**Exercise Price**” means the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option in accordance with Rule 6 (and any additional amount payable in accordance with Rule 18);

“**行使价**”指被授予人根据第6条行使期权而认购股份的每股价格（及根据第18条支付的任何额外款项）；

“**Exit**” means (i) a Listing, (ii) a sale of all or substantially all of the issued share capital of the Company, or (iii) a sale by the Company of all or substantially all of its assets (but excluding any Internal Reorganisation); or (iv) a Liquidation Event;

“**退出事件**”指（i）上市；（ii）出售本公司的已发行股份的全部或绝大部分；或（iii）本公司出售其全部或绝大部分资产（但不包括内部重组事件）或（iv）清算事件；

“**Fully Diluted Capital**” means the share capital of the Company computed on an As Converted Basis, and on a basis deeming all Options and any other subsisting options granted by the Company to subscribe for any shares (of whatever class) or other instrument convertible into shares, to have been exercised (and, if appropriate, subsequently converted) in full;

“完全稀释后之股本” 指“按如同转换”为基础及视所有期权和本公司授予的认购任何股份（而不论任何种类）的任何其它现存之期权或其他可转换为股份的任何凭证已经全部行使（若适当，和随后转换）为基础而计算的本公司股本；

“Grantee” means any Employee to whom an Option is granted in accordance with the terms of this Scheme;

“被授予人”指根据本计划的条款被授予期权的员工；

“Group” means the Company and its Subsidiaries or any of them;

“集团”指本公司及其子公司或其中任一公司；

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“香港”指中华人民共和国香港特别行政区；

“Independent Valuer” has the meaning given to that term in Rule 6.1.1;

“独立评估师”具有第6.1.1条规则给定的含义；

“Internal Reorganisation” means any event, scheme or arrangement under which: (a) another company obtains Control of the Company; and (b) immediately afterwards the issued share capital of such company is owned substantially by the same persons who were equity shareholders of the Company immediately prior to such event, scheme or arrangement;

“内部重组事件”指某一事件、计划或安排，而根据在事件、计划或安排：（a）另一公司取得本公司的控制权；及（b）随即该公司的已发行股份为与该事件、计划或安排之前本公司的权益股东相同的人士所持有；

“Liquidation Event” any liquidation, dissolution or winding up of the Company, either voluntary or involuntary;

“清算事件” 指本公司发生清算、解散或清盘，而不论是自愿还是非自愿；

“Listing” means the admission of all or any of the share capital of the Company or any holding company incorporated for such purpose to trading on a recognized stock exchange;

“上市”指本公司或任何为上市之目的而设立之控股公司的所有或任何股本被接受在一家受认可的股票交易所进行交易；

“**Nominee**” means such person or trustee as designated or appointed by the Company to hold the Shares issued and allotted as a result of the exercise of any Options granted in accordance with the Scheme;

“**代持人**”指本公司指定或委聘的代为持有根据本计划授予之期权的行使而发行并配发的股份的人士或受托人；

“**Notice of Grant**” has the meaning given to that term in Rule 3.2;

“**授予通知**”具有第3.2条赋予的含义；

“**Option**” means an option to subscribe for Shares granted pursuant to this Scheme;

“**期权**”指根据本计划授予的认购股份的期权；

“**Option Lapse Date**” means the day which is the day falling on the eighth anniversary of the date of Vesting of the relevant Option or such earlier date as the Board may have determined prior to the grant of the relevant Option;

“**期权失效日**”指有关期权配发之日第八个周年之日或董事会在授予有关期权之前可能确定的更早日期；

“**Performance Criteria**” means any target or targets or condition or conditions (if any) specified in the Notice of Grant of an Option upon which the exercise of the Option shall be conditional (in whole or in part);

“**业绩标准**”指授予通知中规定的作为行使（全部或部分）期权之条件的任何目标或条件(若有)；

“**Reorganisation**” has the meaning set out in Rule 13.1;

“**重组**”具有第13.1条所赋予的含义；

“**Restrictive Covenants**” has the meaning ascribed to that term in Rules 10.1;

“**限制性承诺**”具有第10.1条规则所给定的含义；

“**Rules**” means the rules of the Scheme;

“**规则**”指本计划规则；

“**Scheme**” means this Employee Share Option Scheme as from time to time in force;

“**本计划**”指不时有效的本员工股票期权计划；

“**Shares**” means ordinary shares of US\$0.00005 each of the Company (or any other denomination or re-denominated value of share created from the sub-division, consolidation, reclassification or reorganisation thereof);

“**股份**”指本公司每股面值为0.00005 美元（或因分拆、合并、重新分类或重组该面值而导致的任何其他股票面值或重新指定的股票值）的普通股；

“**Subsidiary**” means, at the relevant date of determination, any companies of which actual or de facto control is held, directly or indirectly, by the Company by way of equity ownership or contractual arrangements or otherwise. Unless otherwise qualified, or the context otherwise requires, all references to a “Subsidiary” or to “Subsidiaries” in these Rules shall refer to a Subsidiary or Subsidiaries of the Company;

“**子公司**”指在相关确定日，以股权或合同安排或其它方式实际上或事实上被本公司直接或间接地持有的任何公司。除非有其它保留或上下文有相反要求，本规则中所指“**子公司**”指的是本公司的子公司；

“**To grant Options**” means that the Company notifies an employee that he is entitled to vest a certain number of Options pursuant to this Scheme;

“**授予期权**”指本公司根据本计划书面通知某一员工其享受被配发一定数量期权的权利；

“**To vest Options**” means, in such event that a certain number of Options have been granted to an employee, after each date set out in Rule 4.1 respectively or such other date as the Company shall determine and so notify the Grantee in writing, corresponding number of Options are held by the Nominee on behalf of such Grantee and the Grantee shall have the right to all the monetary benefits deriving therefrom when the Employee exercises the Options;

“**配发期权**”指在一定数量的期权已经授予某一员工的前提下，在第4.1条分别列出的各日或本公司决定并书面通知被授予人的其它日期之后，由代持人代表该被授予人持有的相应数量的期权，而被授予人在行使期权后，有权享有行使期权所带来的所有经济收益；及

“**US\$**” means United States dollars, the lawful currency of the United States of America.

“**美元**”指美元，美国的法定货币。

- 1.2 Headings are used in these Rules for convenience only and shall not affect their construction or interpretation.

本规则所使用的题目仅为方便而设，不影响其解释。

- 1.3 In these Rules, references to schedules are to schedules to these Rules and references to Clauses are to Clauses herein and, unless otherwise specified, references to paragraphs are to paragraphs of the Rule in which such reference appears and references to annexures are to annexures hereto.

本规则中，提及附件是指本规则的附件，提及的条款是指本规则的条款。除非有其它指明，提及段落指的是有关条款的段落；提及附录指的是本规则的附录。

- 1.4 In these Rules, reference to a person includes any legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporate).

本规则中，提及人士包括任何法定或自然之人士、合伙、信托、公司、政府或地方权力部门或其它实体（而不论是否为公司或非公司）。

- 1.5 In these Rules, unless the context does not so admit, reference to the singular includes a reference to the plural and vice versa and reference to the masculine includes a reference to the feminine and neuter.

本规则中，除非上下文有相反规定，否则提及单数应包括复数，反之亦然。提及阳性应包括阴性和中性。

- 1.6 These Rules shall be governed by and construed in accordance with the law of Hong Kong and the Company and each Grantee submits to the exclusive jurisdiction of the courts of Hong Kong.

本规则受香港法律管辖并依其解释。本公司及各被授予人接受香港法院的排他司法管辖权。

2. ADMINISTRATION

管理

- 2.1 This Scheme shall be subject to the administration of the Company whose decision as to all matters arising in relation to this Scheme or its interpretation or effect shall (save as otherwise provided herein) be final and binding on all parties.

本计划受本公司管理，本公司就本计划规则或其解释或效力产生的所有事项做出的决定对所有各方均未最终的及有约束力（除非本计划有相反的规定）。

- 2.2 Subject to Rule 17, this Scheme shall be valid and effective from the Adoption Date and ending upon the expiry of ten years from the Adoption Date, after which period no further Options may be granted but these Rules shall remain in force to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of this Scheme.

在第17条的规限下，本计划应从采纳日起生效至采纳日起计十（10）年届满之日结束；在该期间后不得在本计划项下再授予任何进一步的期权。但是，为了使任何在该期间终止前授予之期权的行使能够有效所需的范围内或本计划条款可能另有要求的情况下，本计划应保持有效。

3. GRANT OF OPTIONS

期权的授予

- 3.1 The Company may at its absolute discretion grant to any Employee an option to subscribe for such number of Shares as the Company shall determine on the terms of this Scheme.

本公司可行使其完全的酌情权自主授予某一员工一项期权，以便该员工认购本公司根据本计划的规定决定的一定数量的股份。

- 3.2 An Option shall be granted to an Employee by delivery of a notice (the “**Notice of Grant**”) in writing in such form as the Company may from time to time determine specifying the number of Shares and any other terms and conditions (including, without limitation, any Performance Criteria upon which the exercise of the Option shall be conditional) on which it is granted. The Notice of Grant shall serve as evidence of the grant of the Option and accordingly no further certificate shall be issued to the Grantee. All Options shall be granted and vested on the terms of these Rules.

本公司授予员工期权时以书面通知（“**授予通知**”）的形式做出，该书面通知的形式由本公司不时决定。该书面通知将指明授予的股份数量以及授予期权的其它条款和条件（包括但不限于作为行使期权所需条件的业绩标准）。授予通知作为授予期权的证明，公司不再向被授予人签发进一步的证书。所有期权的授予和配发都应按本规则的条款做出。

- 3.3 Any Grantee to whom a Notice of Grant is delivered may, by notice in writing to the Company given within 30 days after the relevant Date of Grant, renounce his rights thereto, in which event such Option shall be deemed for all purposes not to have been granted.

收到授予通知的任何被授予人可以在有关授予日后的30日内以书面形式通知公司拒绝接受公司的期权，在此情况下，有关期权应就所有目的视为不曾授予。

- 3.4 There shall be no monetary consideration for the grant of any Option.

期权的任何授予无需支付任何金钱性对价。

4. VESTING AND LAPSE OF OPTIONS

期权的配发和失效

- 4.1 Each Option to be granted under this Scheme shall (unless the Company shall otherwise determine and so notify the Grantee in writing) vest in the Grantee as follows:

本计划项下授予的各期权应按以下时间表实际落实到被授予人（除非本公司有其它决定并如此书面通知被授予人）：

- 4.1.1 as to 25 per cent of the aggregate number of Shares the subject of the Option, the date ending 12 months after the Date of Grant;

所授予之期权项下总股数的百分之二十五，在授予日12个月结束之日实际配发；

- 4.1.2 as to 25 per cent of the aggregate number of Shares the subject of the Option, 12.5% on each date ending 18 months and 24 months after the Date of Grant respectively; and

所授予之期权项下总股数的百分之二十五，在授予日18个月及24个月结束之日分别实际配发12.5%；及

- 4.1.3 as to the remaining 50 per cent of the aggregate number of Shares the subject of the Option, each date ending each month starting from the 25th month after the Date of Grant, in 24 monthly equal lots.

所授予之期权项下总股数剩余的百分之五十，在授予日第25个月开始分24个月在每个月结束之日平均实际配发。

4.2 **Lapse of Options**

An Option, whether Vested or not, shall automatically lapse and expire with no rights and benefits upon the earliest to occur of:

任何期权在以下较早发生者即自动失效并到期不再享有任何权利和权益：

- 4.2.1 the Option Lapse Date;

期权失效日；

- 4.2.2 the date upon which the Grantee ceases to be an employee with the Group other than in circumstances where exercise of the Option is permitted in accordance with Rule 9;

被授予人终止作为集团的员工之日，但根据第9条允许行使期权的情况除外；

4.2.3 where exercise is permitted in any circumstances set out in Rules 9.2 and 9.3, the date upon which the period for exercise of the Option in accordance with that Rule expires; and

根据第9.2条和第9.3条允许行权的情况，行权期间根据该条到期之日；
及

4.2.4 the date on which the Grantee is adjudicated bankrupt or is otherwise deprived of the legal and beneficial ownership of the Option by operation of law or otherwise.

被授予人被司法判定为破产或根据法律或其它规定被剥夺期权的法律和受益所有权之日。

5. NON-ASSIGNABILITY OF OPTIONS

期权不可让与

5.1 An Option shall be personal to the Grantee and shall not be assignable, unless the Company shall otherwise agree in writing. 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 other than in accordance with the prior written approval of the Company. No person other than the named Grantee thereof may exercise any Option, unless the Company shall otherwise agree in writing. Any breach of this Rule by a Grantee shall render the Option void and it shall automatically lapse.

除非本公司另有书面批准，否则期权是专属于被授予人个人的，不可转让给任何其他人。除非得到本公司的事先书面批准，否则任何被授予人不得以任何形式对期权进行出售、转让、质押、抵押、设立任何权利负担、设立以任何第三人为受益人之任何利益（无论法定的或受益的）。除所指定的被授予人外，任何其他人士不得行使期权，除非本公司另有书面同意。任何被授予人违反本条规定将使有关期权无效和自动失效。

6. EXERCISE PRICE

行使价

6.1 The Exercise Price in respect of any Option shall be fixed by reference to the fair market value of the underlying Share on the date upon which the Option (or the relevant part thereof) is granted, and subject to any adjustments made pursuant to Rule 13, shall be, at the election of the Company,

任何期权的行使价应参照期权（或其任何部分）授予之日所涉股份的公允市场价格来确定。在受第13条所规定之调整的规限下，期权的行使价根据本公司选择，应相当于：

6.1.1 the latest valuation price per share certified by an independent valuation firm (the “**Independent Valuer**”) engaged by the Company for this purpose prior to the date of grant of the relevant Option (or relevant part thereof); or

本公司在有关期权（或其任何部分）授予之日前公司为此目的聘请的独立评估机构（“**独立评估师**”）最近一次确认的每股评估价；或

6.1.2 the latest price per share at which the Company has issued any shares prior to the date of grant of the relevant Option (or relevant part thereof),

本公司在有关期权（或其任何部分）授予之日前最近一次发行股份的每股价格（由本公司选择其一），

unless the Company otherwise determines and so notifies the Grantee in writing.

除非本公司有其它决定并如此书面通知被授予人。

6.2 Except as otherwise provided below, payment of the Exercise Price for the number of Shares being purchased pursuant to any Option shall be made:

除以下另有规定者外，根据期权所购买的股份的行使价可按以下方式支付：

6.2.1 in cash, by cheque, or cash equivalent,

现金、支票或现金等价物；

6.2.2 by such other consideration as may be approved by the Company from time to time to the extent permitted by applicable law, or

本公司批准的其它对价，但以适用法律允许的为限；或

6.2.3 by any combination thereof.

上述两种方式的混合。

7. EXERCISE OF OPTIONS

期权的行使

7.1 No Grantee shall be entitled to any rights, interest or benefits attached to the Shares issued pursuant to this Scheme unless and until the Option in respect of such Shares has been vested on him and exercised in accordance with the terms of this Scheme.

任何被授予人均无权对根据本计划发行之股份所附带的任何权利、权益或利益享有任何权利，除非有关股份的期权已经实际配发且根据本计划的规定已行权。

- 7.2 An Option shall not be exercisable on any date unless such Performance Criteria, if any, as specified in the Notice of Grant are satisfied and to the extent that the Option has Vested; PROVIDED that notwithstanding anything else in these Scheme where events happen which cause the Company reasonably to consider that any Performance Criteria (if any) subject to which any Option has been granted no longer represents a fair measure of performance or any Vesting conditions are no longer appropriate, the Company may vary the conditions or criteria to the extent that it considers appropriate.

除非授予通知中规定的业绩标准（若有）已经满足并且期权已经实际配发，否则在任何时候均不得行使有关期权。但是，尽管本计划有其它规定，倘若发生某些事件令本公司合理地认为：作为有关期权条件的业绩标准（若有）已经不能代表一项公平的业绩评定或者配发条件已经不再适当，则本公司可按其认为合适的方式变更有关条件或标准。

- 7.3 Subject as provided in Rule 7.4, an Option which has vested shall be exercisable in whole or in part by the Grantee by giving notice in writing to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is so exercised. Any such notice must follow the form provided by the Company and be accompanied by a remittance for the full amount of the Exercise Price for the Shares in respect of which the notice is given.

在第7.4条的规限下，被授予人可在书面通知（“行使通知”）本公司后全部或部分地行使已经配发给他的期权；行使通知应采用本公司提供的格式，并指明行使期权和所行使期权的股份数，并且应附上行使通知项下对应股份的行使价的付款证明。

- 7.4 Notwithstanding any other provision of these Rules or any Notice of Grant or the terms on which any Option is granted, no Option may be exercised prior to the occurrence of an Exit, unless the Company shall otherwise agree and so notify the Grantee separately in writing.

尽管本规则或授予通知或授予期权的条件有其它规定，任何期权在发生退出事件之前不得行使，除非本公司有相反的同意并如此书面通知被授予人。

- 7.5 Notwithstanding any other provision of these Rules or any Notice of Grant or the terms on which any Option is granted or vested, any Shares allotted in accordance with this Scheme will, in all cases, be held by the Nominee, unless the Company shall otherwise agree in writing, and all rights (including without limitation, the voting rights and the right to receive share certificates) attached to such Shares will belong to and be exercised by the Nominee at its sole and absolute discretion, except that the Grantee shall have the right to all the monetary benefits deriving from the Shares when such

Shares are disposed of in accordance with this Scheme and the dividends and other distributions pursuant to Rule 7.6 (together the "**Monetary Benefits**").

尽管本计划或授予通知或授予或配发任何的条款有任何相反的规定，根据本员工期权计划配发的任何股份在任何情况下均由代持有人持有，除非本公司有任何相反的书面同意。并且，除被授予人有权在有关股份根据本计划进行处分后取得相关的经济利益及根据第7.6条享受的股息及其它分配（“**经济受益权**”）外，此等股份所附带的所有权利（包括但不限于表决权和收取股票证书的权利）将属于代持有人并由代持有人按其绝对的酌情权自主行使。

- 7.6 Shares to be allotted upon the exercise of an Option will be subject to the provisions of the Articles and will rank pari passu in all respects with the existing fully paid Shares in issue on the relevant Allotment Date, and will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Allotment Date.

任何在期权行使后分配的股份应受章程规限，并在所有方面与在有关分配日已经发出并全额支付的现有股份同等。同时，有关持有人有权参与分配在分配日后支付和宣派的所有股息或其它分配。

- 7.7 The Company shall (if any exercising Grantee so requests) permit the payment of the Exercise Price to be satisfied by an appropriate assignment, transfer, direction or authorisation in such form as the Company may reasonably require, having the effect that cash proceeds from the disposal of Shares allotted as a result of the exercise of Options otherwise receivable by the Grantee equal to the amount of the Exercise Price shall be payable to the Company.

本公司（若行使期权之被授予人如此要求的话）允许行使价按本公司合理要求的形式做出的适当的让与、转让、指示或授权方式来支付，从而从被授予人原应从出售因行使期权而获得之股份所收取的款项中支付一笔相当于行使价的金额给公司。

8. DISPOSAL OF SHARES

股份的处分

- 8.1 Notwithstanding any other provision of these Rules or any terms on which any Options are granted or vested, no Shares may be sold, transferred, charged, mortgaged, encumbered or created any interest (legal or beneficial) or otherwise disposed of (“**Disposal**”) prior to the occurrence of an Exit, unless the Committee shall otherwise agree and so notify the Grantee in writing separately.

尽管本计划或授予或配发期权的条款有其它规定，除非本公司另有同意并书面通知被授予人，否则期权项下的任何股份在退出事件发生之前不得被出售、转让、

质押、抵押、设立任何权利负担、设立以任何第三人为受益人之任何利益（无论法定的或受益的）或以其它方式被处分（下称“处分”）。

- 8.2 No Grantee shall make any Disposal in any way of any Shares in favour of any third party other than with the prior written approval of the Committee and in accordance with the remaining provisions of this Rule 8. The provision of this Rule 8.2 shall terminate upon occurrence of an Exit.

任何被授予人均不得为任何第三人的利益处分任何期权项下的股份，除非得到本公司的事先书面批准和根据本第8条剩余条款的规定行事。本第8.2条的规定在发生退出事件后终止。

8.3 **Right of First Refusal**

优先拒绝权

- 8.3.1 If an Grantee proposes to sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, “**Transfer**”) any Shares acquired upon exercise of this Option, then the Grantee shall first give written notice of the proposed transfer (the “**Transfer Notice**”) to the Company. The Transfer Notice shall name the proposed transferee and state the number of such Shares the Grantee proposes to transfer (the “**Offered Shares**”), the price per share and all other material terms and conditions of the transfer.

倘若任何被授予人因法律的适用或其它原因有意出售、让与、转让、质押、典押或以其它方式处分（以下称为“**转让**”）其行使期权所获得的股份，则被授予人应首先将拟转让事项向公司发出一份书面通知（“**转让通知**”）。转让通知应当写明拟受让人名称、拟转让的股份数（“**拟转让股份**”）、每股价格及转让的其它重大条款和条件。

- 8.3.2 For 60 days following its receipt of such Transfer Notice, the Company shall have the option to purchase some or all of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase any Offered Shares (the Offered Shares to be purchased by the Company hereunder are referred to as the (“**Purchased Shares**”), it shall give written notice of such election to the Grantee within such 60-day period. Within 10 days after such notice, the Company shall deliver or mail to the Grantee a check or effect a telegraphic transfer in payment of the purchase price for the Purchased Shares; provided that if the terms of payment set forth in the Transfer Notice were other than cash, the Company may pay for the Purchased Shares on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company’s

exercise of its option to purchase the Purchased Shares. Upon payment, all the Purchased Shares will be deemed to have been repurchased and the Grantee shall no longer be entitled to any rights, interest and benefit associated with such Shares.

在收到转让通知后的60天内，公司享有一项选择权，选择按转让通知中的价格和条款购买拟转让股份的全部或部分。若公司选择购买任何拟转让股份（公司拟购买的股份以下称为“**所购买股份**”），则它应当在前述60天之内向被授予人发出书面选择通知。在前述通知后10天内，公司应当以支票或电汇方式支付所购买股份的购买价；但条件是，倘若转让通知中规定的支付方式不是现金方式，则本公司可根据转让通知中的相同条款和条件支付所购买股份；进一步条件是，任何延迟支付购买价不应导致公司行使购买所购买股份的权利无效。一旦支付，所有所购买股份将视为已经回购，被授予人对该等股份不再享有任何权利、权益和利益。

- 8.3.3 If the Company does not elect to acquire all of the Offered Shares, the Grantee may, within the 30-day period following the expiration of the option granted to the Company under subsection 8.3.2 above, transfer the Offered Shares (other than the Purchased Shares) to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred to a third party pursuant to this Rule 8.3 shall remain subject to the right of first refusal and transfer restrictions set forth in this Rule 8.3 and the lock up provision set forth in Rule 8.4.

若本公司选择不购买任何拟转让股份，则被授予人可在第8.3.2条规则项下授予公司的选择权到期届满后的30天之内，将拟转让股份（但不包括所购买股份）转让给拟受让人，但条件是该转让的条款和条件不得优于转让通知中所含的条款和条件。尽管有上述规定，根据本第8.3条受让拟转让股份的第三人应仍收本第8.3条规定的优先拒绝权和转让限制及第8.4条锁定期条款的限制。

- 8.3.4 The Company may assign its rights to purchase Offered Shares in any particular transaction under this Rule 8.3 to one or more persons or entities.

本公司可将其在第8.3条项下任何具体交易中购买拟转让股份的权利转让给一个或多个个人士或实体。

- 8.3.5 The provisions of this Rule 8.3 shall terminate upon occurrence of an Exit.

本第8.3条的规定在发生退出事件后终止。

8.4 **Lock-up in connection with a Listing**

上市有关的锁定规定

In addition to the restrictions set forth in Rule 8.3 above, the Grantee shall

除第8.3条所述的限制外：

8.4.1 not sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any Shares held by the Grantee (other than those shares included in the offering) without the prior written consent of the Company or the underwriters for a period of 180 days following Listing, and

在本公司上市完成后的180天之内，未经本公司或承销商的书面同意，被授予人不得出售、做空、出贷、授予任何购买权利或以其它方式处分其持有的股份（包含在公开发售部分的股份除外）；及

8.4.2 execute any agreement reflecting Rule 8.4.1 above as may be requested by the Company or the managing underwriters at the time of such offering.

被授予人应根据公司或承销商在发行时提出的要求，签署反映上述第8.4.1条规则的任何协议。

9. **CESSATION OF EMPLOYMENT**

终止雇佣关系

9.1 **Cessation prior to an Exit**

发生退出事件前终止雇佣关系

In the event that any Grantee ceases to be an Employee for any reason prior to an Exit, then unless the Company shall otherwise agree and so notify the Grantee in writing separately or otherwise in accordance with Rule 9.3 (i) the portion of the Option which has become vested and has not yet been exercised prior to his Cessation Date (the “**Vested Portion**”); and (ii) the portion of the Option which has not become vested on the Cessation Date (the “**Unvested Portion**”), shall automatically lapse and expire and such Grantee shall have no claim whatsoever in respect of the Options.

倘若被授予人因任何原因在退出事件发生前停止作为员工的，除非本公司另有书面同意并通知被授予人或根据第9.3条规定行事，否则（1）在雇佣终止日前实际配发给他但尚未行权的所有期权（“**已配发期权部分**”）；及（2）在雇佣终止日尚未

实际配发给他的所有期权（“未配发期权部分”），均自动失效和终止，并且被授予人不得对期权享有任何性质的请求权。

9.2 Cessation after an Exit

发生退出事件后终止雇佣关系

Subject always to Rule 7.7, any Option not exercised in accordance with Rule 7.5 shall remain exercisable following an Exit unless the Company shall otherwise require and so notify the Grantee separately in writing, provided always that:

始终在第7.7条规定的前提下，未根据第7.5条行权的任何期权在退出事件后仍可行使，除非本公司另有相反要求并如此书面通知被授予人，但条件始终是：

9.2.1 if after an Exit, the Grantee:

倘若被授予人在退出事件发生后，

- (a) voluntarily resigns and ceases to be an employee of the Group prior to the second anniversary of the date on which he is first granted an Option pursuant to this Scheme;

在根据本计划首次授予其期权之日的第二个周年之日前其自愿离职停止作为集团的员工；

- (b) ceases to be an employee as a result of termination of this employment with the Group for Cause. For this purpose, “Cause” means the Grantee is in breach of his contract of employment with or any other obligation to the Group (including without limitation the restrictive covenants as set forth in Rules 10);

其与集团的雇佣关系因故被终止导致其不再是集团的雇员。为此目的，“因故”指被授予人违反其与集团的雇佣合同或其对集团的任何其它义务（包括但不限于第10条规定的限制性承诺等）；

- (c) fails, during the course of his employment, to devote the whole of his time and attention to the business of the Group or to use his best endeavours to develop the business and interests of the Group;

其在受集团雇佣期间未能将其所有时间和精力奉献给集团的业务或未能尽其最大努力发展集团的业务和促进集团的利益的；

- (d) is concerned during the course of his 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

在其受雇佣期间（未经公司的事先书面同意）涉及集团以外的任何业务（不论竞争与否）；和/或

- (e) is in breach of his contract of employment with or any other obligation to the Group (including without limitation the restrictive covenants to the Group as set forth in Rule 10),

其违反雇佣合同或其对集团的任何其它义务（包括但不限于第10条规定的限制性承诺），

then all Vested Portion and Unvested Portion shall automatically lapse and expire.

则所有已配发期权部分和未配发期权部分均自动失效和终止。

- 9.2.2 If any Grantee ceases to be an Employee for any reason other than those referred to in Rule 9.2.1 or Rule 9.3 after an Exit, then (i) any Unvested Portion shall automatically lapse and expire; and (ii) any Vested Portion shall be and continue to be exercisable within thirty (30) days after the Cessation Date, whereupon the Vested Portion shall automatically lapse and expire to the extent not then exercised.

若任何被授予人在退出事件发生后因第9.2.1条和第9.3条以外的原因终止作为员工的，则 (i) 所有未配发期权部分均自动失效和终止；及 (ii) 已配发期权部分应在雇佣终止日起三十天内行权，否则到时未予以行权的已配发期权部分将自动失效和终止。

9.3 Cessation by reason of Death or Disability

因死亡或无行为能力终止雇佣

Notwithstanding any other provision of these Rules or any terms on which any Options are granted or vested, if a Grantee ceases to be an employee of any Group Company due to death or Disability, then upon such termination (i) the Unvested Portion shall automatically expire and (ii) the Vested Portion shall, at the sole discretion of the Company, be and continue to be exercisable until the earlier of: (aa) the hundred and eightieth (180th) day after the date of such termination or (bb) the Option Lapse Date, whereupon the Vested Portion shall automatically expire to the extent not then exercised. For purpose of this Rule 9.3, “Disability” means ill health, injury or disability, redundancy, retirement on or after reaching the age at which he is bound to retire in accordance with the terms of his contract of employment.

尽管本计划或授予或配发期权的条款有其它规定，若某一被授予人因死亡或无行为能力终止作为集团公司的员工的，则 (i) 所有未配发期权部分均自动失效和终止；及 (ii) 在本公司完全酌情权决定前提下，已配发期权部分应在以下较早发生

者行权（aa）雇佣终止日起一百八十天（180）内或（bb）期权失效日前，否则到时未予以行权的已配发期权部分将自动失效和终止。 为本条之目的，“无行为能力”指健康欠妥、受伤或失去行为能力、裁员或根据被授予人的劳动合同因达到退休年龄而退休的情况。

10. RESTRICTIVE COVENANTS

限制性承诺

- 10.1 By accepting any Option granted hereunder, a Grantee shall be deemed to have made the undertakings and covenants (the “**Restrictive Covenants**”) as set forth in the remaining provisions of this Rule 10 to the Group.

一旦被授予人接受本计划项下的任何期权，则他将被视为向集团做出本第10条余下条款所规定的承诺和保证（下称“**限制性承诺**”）。

- 10.2 Confidentiality

保密义务

The Grantee hereby undertakes to the Group that he will not at any time whilst an employee, director, shareholder or otherwise interested in the Group (save in so far as is reasonably necessary to fulfil his duties to the Group) or at any time thereafter, directly or indirectly use or disclose or communicate to any person any information concerning the affairs, business methods, processes, systems, inventions, plans or research and development of the Group or those of its customers, clients or suppliers and which may be reasonably regarded as being confidential to the Group or to such persons (other than information which he is required to disclose by law or which is for the relevant time being in the public domain other than by reason of wrongful disclosure of the same by him) and will use his best endeavours to prevent the publication or disclosure of any such information by any third party.

被授予人特此向集团承诺，他作为集团的员工、董事、股东或以其它方式对集团存在利害关系之时，除为履行其对集团的职责合理需要使用或披露者外，他在任何时候均不会直接或间接地使用、向任何人士披露或传递给任何人士任何与集团或集团的客或供应商的事务、业务模式、流程、系统、发明、计划或研发有关的信息，而该等信息可合理地被认为对集团或前述人士是保密的（但根据法律需要披露的信息或非因其错误披露而在有关时间成为公众所知的信息除外），并且其将尽其努力防止任何第三方公开或披露前述信息。

- 10.3 Non-competition and Non-solicitation

不竞争及不招徕承诺

10.3.1 The Grantee undertakes to the Group that he shall not, except with the prior written approval of the Company, be directly or indirectly concerned with or engaged or interested in any other business which is in any respect in competition with or similar to the business of the Group during his employment with the Group, save that this restriction shall not apply to any holding of shares or other securities in the Company.

被授予人向集团承诺，除非事先取得本公司的书面批准，他将不会在其受集团雇用期间，直接或间接地进行或从事在任何方面与集团的业务相竞争或相似的业务或在该等业务中有任何利害关系，但本规定不限制在本公司持有股份或其它任何证券。

10.3.2 The Grantee undertakes to the Group that:

被授予人向集团承诺：

(a) for so long as he is employed by the Company or any other member within the Group he will devote his full time and attention to the business of the Group and will use his best endeavours to develop the business and interests of the Group and will not be concerned with any other (competitive or other) business; and

只要他受本公司或集团其它成员的雇佣，他将将其全部时间和关注用于集团的业务上，并将尽其最大努力发展集团的业务和利益，且不会牵涉其它业务（不论竞争与否）；及

(b) upon his ceasing (for any reason) to be employed by the Group he will not for a period of two (2) years from the Cessation Date, whether on his own account or on behalf of any other person, firm or company:

一旦其（因任何原因）停止受集团雇佣，他将从雇佣终止日期的两（2）年内，不会为其自身或代表其它人士、商号或公司：

(aa) solicit (in connection with any business of a type then carried on by the Group) interfere with or endeavour to entice away from any member within the Group any person, firm or company who at any time during the period of one year immediately preceding such cessation, was to his knowledge a material customer, client, supplier, agent, distributor, or an employee (not being a junior employee) or consultant (by whatever title called) of a member within the Group; or

从集团的任何成员招徕或干涉或努力诱引其所知的、在其离职前一年内是集团任一成员的重要客户、供应商、

代理、分销商、员工（低级员工除外）或顾问（不论如何称谓）的任何人士、商号或公司；或

- (bb) seek to interfere with the continuance of the supply of goods or services to any member within the Group or the terms of any such supply; or

寻求干涉任何人士向集团任何成员继续供应货物或服务或该等供应的条款；

- (cc) carry on, engage in or be concerned or interested either as principal or agent or as a shareholder, partner or employee of any other person in any business or activity which involves the offer sale or supply of products or services to customers in the People's Republic of China or any other territory in which the Group offers such sale or supply for the relevant time being, competes with the business in which any member within the Group is or was engaged in the twelve months prior to the Cessation Date; or

不论作为委托人或代理或作为其它任何人士的股东、合伙人或员工，从事、进行任何业务或活动或与任何业务或活动有关或有利害关系，而该等业务或活动涉及出售或供应产品或服务给中国或集团届时提供此等销售或服务所在的其它地区的客户，且该等业务或活动与集团任何成员在离职日前12个月从事的业务相竞争；

- (dd) use or allow the use by any third party of any name, logo or other intellectual property rights used by any member within the Group or any name or logo likely to be confused therewith otherwise than in the conduct of the business of the Group.

使用或允许任何第三方使用集团任何成员使用的名称、标识或其它知识产权，或在集团业务开展之外使用或允许使用可能造成混淆的任何其它名称或标识。

10.4 No Disparaging or Defamatory Statements

无诽谤或诬蔑性言论

The Grantee undertakes to the Group that he shall not, during either the course of his employment by the Group or for a period of two (2) years from the Cessation Date, make, publish, or otherwise transmit any disparaging or defamatory statements, whether written

or oral, regarding the Group or its employees, products, operations, procedures, policies, business or services.

被授予人向集团承诺，在其被集团雇佣期间或雇佣终止日后两（2）年内，他将不会书面或口头做出、发表或传递任何有关集团、其雇员、产品、经营、程序、方针、业务或其它方面的具有诽谤或诬蔑性的言论。

- 10.5 Upon breach of any of the Restrictive Covenants under this Rule 10, all Vested Portion and Unvested Portion shall automatically lapse and expire and such Grantee shall have no claim whatsoever in respect of the Options.

一旦违反任何限制性承诺，所有已配发期权部分及未配发期权部分均自动失效和终止，并且被授予人不得对期权享有任何性质的请求权。

11. MAXIMUM NUMBER OF OPTIONS AVAILABLE

期权数量的上限

- 11.1 The maximum number of Shares in respect of which Options may be granted at any time under this Scheme will be such number of shares as the Committee may approve from time to time. Such maximum number shall include the number of Shares which would be issued upon the exercise of all outstanding Options by the Grantees (to the extent not already exercised) together with the number of Shares which have already been issued pursuant to the earlier exercise of any Option.

根据本计划可授予的期权所涉及的股份数上限为本公司可能不时批准的股份数。该股份数上限包括被授予人行使所有期权（若尚未行使的到话）时应发行的股份数，及其根据先前已经行使之期权而已经发行的股份数。

- 11.2 The maximum numbers of Shares referred to in Rule 11.1 will be adjusted, in such manner as the Company may determine, at its sole and absolute discretion, to be in its opinion fair and reasonable in accordance with Rule 12, in the event of any Reorganisation.

倘若发生任何重组事件，则第11.1条所述之股份数上限将会调整，该调整将根据第12条的规定由公司按其独自及绝对酌情权确定认为是公平和合理的方式进行。

12. REORGANISATION OF CAPITAL STRUCTURE

资本结构重组

- 12.1 In the event of any alteration in the capital structure of the Company whilst any Option remains exercisable, arising from capitalization of profits or reserves, consolidation, subdivision or reduction of the share capital of the Company (a “**Reorganisation**”), such appropriate adjustments (if any) shall be made on a pro rata basis in:

倘若任何期权尚未行使而公司的股本结构因利润或储备资本化、公司股本合并、分拆或减少（“重组”）等原因发生任何变化，则以下项目：

12.1.1 the number or nominal amount of Shares, the subject matter of the Option (insofar as it is unexercised); and/or

期权（倘若尚未行使的话）项下的股份的数量或票面值；和/或

12.1.2 the Exercise Price,

行使价，

as the Auditors shall, at the request of the Company or any Grantee, certify in writing to be in their opinion fair and reasonable, provided that:

应由审计师在公司或被授予人的要求下书面证明他们认为是公平和合理的方式按比例适当地调整（若有），但条件是：

12.1.3 any such adjustments shall be made on the basis that the aggregate amount payable by a Grantee on the full exercise of any Option shall remain as nearly as possible the same (but shall not be greater than) it was before such event;

任何调整的前提是，被授予人完全行使任何期权应支付的总金额应尽可能与在发生此等事件之前应支付的金额相同（但不得多于之前应支付的金额相同）。

12.1.4 no such adjustments shall be made the effect of which would be to enable a Share to be issued at less than its nominal value;

若调整的结果将使股份以低于票面值的价格发行，则不得进行此等调整；

12.1.5 no such adjustments shall be made the effect of which would be to increase the proportion of the Fully Diluted Capital subscribed on exercise of an Option above that for which any Grantee would have been entitled to subscribe had he exercised all the Options he has vested immediately prior to such adjustments; and

若调整的结果将导致某一期权在行使后认购之完全稀释后之股本的比例高于该被授予人若在该调整之前立即行使所有已经配发之期权所能认购之比例，则不得进行此等调整。

12.1.6 any issue of Shares or other securities of the Company for cash or other valuable consideration shall not be regarded as a circumstance requiring any such adjustments.

公司以现金或其他有价值对价为价格而发行股份或其它证券不应视为要求进行此等调整的情况。

- 12.2 Following any Reorganisation, the Company shall, upon receipt of an Exercise Notice, inform the Grantee of the adjustment to be made to his Option in accordance with the certificate of the Auditors obtained by the Company for such purpose or, if no such certificate has been obtained, inform the Grantee accordingly and of his right to request the Auditors to issue such a certificate in accordance with Rule 12.1.

在任何重组之后，公司应在收到任何行使通知后，通知被授予人公司将根据从审计师处获得的证明对其期权进行调整，若公司未从审计师处取得任何证明，则应相应地通知被授予人，并应通知被授予人有权向审计师要求根据第12.1条出具此等证明。

- 12.3 The capacity of the Auditors in this Rule is that of experts and not as arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the relevant Grantees.

本条款中的审计师是专家而不是仲裁者，除非是有明显的错误，他们的证明对公司和相关的被授予人应是最终及有约束力。

13. SHARE CAPITAL

股本

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

任何期权的行使是以股东大会批准增加公司股本和就行使的期权分配股份为前提的。在前述前提下，公司董事会应确保有足够的法定但未发行的公司股本，以满足期权的行使。

14. DISPUTES

争议

Any dispute arising in connection with this Scheme (whether as to the number of Shares the subject of an Option, the amount of the Exercise Price or otherwise) shall be referred to the decision of the Compensation Committee whose decision shall, in the absence of manifest error, be final and binding.

因本计划发生的和与本计划有关而产生的任何争议（不论是关于期权项下的股份数量、行使价的金额或其他方面的争议），都应被提交给薪酬委员会做决定。除非薪酬委员会的决定有明显的错误，其决定应是最终的和具有约束力的。

15. ALTERATION OF THIS SCHEME

本计划的修改

This Scheme may be amended by a resolution of the Committee provided that no such alteration shall operate so as to materially adversely affect the terms of issue of any Option granted or agreed to be granted prior to such alteration except with the consent or sanction of a majority in number of the holders of unexercised Options.

本计划可经薪酬委员会决议而加以修改；但条件是除非未行使之期权持有人的简单多数同意或批准，否则此等修改不应应对修改前已经授予的期权或已经同意授予的期权的条款有任何重大不利影响。

16. TERMINATION

终止

- 16.1 The Company may at any time by a resolution of the Compensation Committee terminate the operation of this Scheme and in such event no further Options will be offered but (subject as provided in Rule 16.2) in all other respects the provisions of this Scheme shall remain in force; or

公司可经薪酬委员会决议后随时终止本计划的执行，在此情况下（除第16.2条规定的外）将不会发行任何进一步的期权，但本计划规定的其它方面应继续有效。

- 16.2 The Company may by a resolution of the Committee and written notice to all Grantees terminate and replace this Scheme with a new share option scheme (“**Replacement Scheme**”) in which case immediately prior to the grant of Options to a Grantee under the Replacement Scheme (on terms no less favourable to the Grantee as to the number of Shares under option, vesting and exercise price than those attaching to his existing Options) all Options (whether vested or unvested) granted to that Grantee, and all the other rights and obligations of the Grantee, under this Scheme shall automatically lapse.

公司可经薪酬委员会决议并书面通知所有被授予人后终止本计划，并由一项新的股票期权计划（“**替代计划**”）替代。在这种情况下，在根据替代计划向某一被授予人授予期权（期权项下的股份数量、配发和行使价的条款应不低于现有期权的条件）之前，根据本计划授予该被授予人的所有期权（不论实际配发与否）及其所有其它权利和义务应立即自动失效。

17. TAXATION

税收

- 17.1 A Grantee shall be responsible for obtaining any governmental or other official consent that may be required in any jurisdiction in order to permit the grant or exercise of his Option. The Company shall not be responsible for any failure by a Grantee to obtain any such consent or for any taxation, duty, social security payment or other liability to which a Grantee may become subject as a result of his participation in this Scheme.

被授予人应负责取得就授予或行使任何期权而在任何司法管辖地区可能要求的所有政府或其它官方的同意。公司对被授予人未能取得此等同意或对被授予人因参与本计划而需支付的任何税款、税收、社会保险金或其它责任该概不负责。

- 17.2 To the greatest extent permitted by law, each Grantee shall pay to the Company on demand an amount equal to the full amount of any actual or future liability to any taxation, levy, duty, social security or other payment incurred by the Company or any other member of the Group arising out of the grant, subsistence or exercise of his Option. Any such amount which has not been paid by the Grantee prior to the exercise of an Option shall be added to the Exercise Price.

在法律允许的最大限度内，各被授予人应在公司要求时，向公司支付一笔全额款项，该款项相等于因授予被授予人任何期权或期权的存续或行使而导致公司或集团的任何其他成员需要承担的任何实际的或将来的与纳税、征税、交纳社会保险金或其它支付有关的责任。

18. MISCELLANEOUS

杂项

- 18.1 This Scheme and the grant of any Option hereunder shall not form part of any contract of employment between any member of the Group and any Employee, and the rights and obligations of any Employee under the terms of his office or employment shall not be affected by his participation in this Scheme.

本计划及其根据本计划授予任何期权不构成集团任何成员与任何员工之间雇佣合同的一部分，任何员工在其雇佣合同中的权利和义务不会因其参与本计划而受影响。

- 18.2 The Company shall bear the costs of establishing and administering this Scheme, including any costs of the Nominee(s), Auditors and Independent Valuer in relation to the preparation of any certificate by them or providing any other service in relation to this Scheme.

公司将承担建立和管理本计划的费用，包括代持人、审计师及独立评估师起草有关证明及提供本计划项下其它服务的费用。

- 18.3 Each holder of an Option which has not been exercised shall be entitled to receive copies of any notices or other documents sent by the Company to holders of Shares in relation to any proposal for an Exit, but not otherwise.

对公司发给股份持有人的与任何退出事件方案有关的通知或其它文件，各尚未行使之期权的持有人应有权收到此等通知或其它文件，除此外，无权要求任何其它通知或文件。

- 18.4 Any notice or other communication between the Company and a Grantee may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its principal place of business in Shenzhen and, in the case of the Grantee, in person or at his address as notified to the Company from time to time.

公司与被授予人之间的任何通知或其它通讯往来，若是给公司，则可以邮资预付的方式邮寄或专人递送的方式寄往/递交至公司在深圳的主要办事处，若是给被授予人，则可以当面递送或送至其通知公司的地址。

- 18.5 Any notice or other communication if sent by the Grantee shall be irrevocable and shall not be effective until actually received by the Company.

被授予人发出的任何通知或其它通讯往来应为不可撤销，且在公司实际收到前不应生效。

- 18.6 Any notice or other communication if sent to the Grantee shall be deemed to be given or made:-

被授予人的任何通知或其它通讯往来应在以下情况下视为做出和送达：

- (a) one day after the date of posting, if sent by mail; and

若以邮寄方式，在投邮后一天内视为送达；

- (b) when delivered, if delivered by hand.

若以专人递送方式，一旦递交即视为送达。

- 18.7 These Rules are written in both English and Chinese. If there is any inconsistency between the English version and the Chinese version, the English version shall prevail.

本计划规则以中英文书就。若英文版和中文版有任何不一致之处，以英文版为准。