

(adopted by shareholder resolutions on June 27, 2023)

**BAIOO FAMILY INTERACTIVE LIMITED**  
**百奧家庭互動有限公司**

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**RULES OF**  
**POST-IPO RESTRICTED SHARE UNIT SCHEME**

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# 1. DEFINITIONS AND INTERPRETATION

1.1 In this Scheme, save where the context otherwise requires, the following expressions have the respective meanings set opposite to them:

<b>“Acceptance Notice”</b>	has the meaning ascribed to such term in Section 6.1;
<b>“Adoption Date”</b>	means June 27, 2023 (the date on which this Scheme is duly approved and adopted by the Company);
<b>“Articles”</b>	means the second amended and restated memorandum and articles of association of the Company;
<b>“associate(s)”</b>	shall bear the meaning as defined in the Listing Rules;
<b>“Award(s)”</b>	means award(s) of RSU(s) granted to a Grantee pursuant to this Scheme;
<b>“Board”</b>	means the board of Directors;
<b>“Clawback”</b>	has the meaning ascribed to such term in Section 6.1;
<b>“Company”</b>	means BAIOO Family Interactive Limited (百奧家庭互動有限公司), formerly named BYO Family Interactive Limited (百奧家庭互動有限公司), Baitian Family Interactive Limited (百田家庭互動有限公司) and Baitian Information Limited, an exempted company incorporated on September 25, 2009 and existing under the laws of the Cayman Islands with limited liability;
<b>“Conditions”</b>	has the meaning ascribed to such term in Section 3.1;
<b>“connected person(s)”</b>	shall bear the meaning as defined in the Listing Rules;
<b>“controlling shareholder(s)”</b>	shall bear the meaning as defined in the Listing Rules;
<b>“core connected person(s)”</b>	shall bear the meaning as defined in the Listing Rules;
<b>“Director(s)”</b>	means the director(s) of the Company;
<b>“Dividend”</b>	means dividend, including any interim dividend, final dividend, special dividend and any other distribution in respect of the Shares pursuant to the Articles;

<b>“Eligible Person(s)”</b>	means person(s) eligible to receive Awards under this Scheme, who could be (i) an Employee Participant; (ii) a Related Entity Participant; or (iii) a Service Provider, selected by the Board or the Remuneration Committee at its sole discretion from time to time and permissible under applicable laws and regulations (including Listing Rules), but excluding Excluded Persons;
<b>“Employee Participant(s)”</b>	means any director(s) or employee(s) (whether full time or part time, but explicitly excludes any former employee of the Group unless such former employee otherwise qualifies as an Eligible Participant) of the Company or any of its subsidiaries (and including persons who are granted Awards under this Scheme as an inducement to enter into employment contracts with these companies);
<b>“Excluded Person(s)”</b>	means any person(s) who is resident in a place where the grant of an Award and/or the vesting and transfer of Shares pursuant to the terms of the Scheme is not permitted under the applicable laws and regulations of such place or where in the view of the Board or the RSU Trustee (as the case may be) compliance with applicable laws and regulations in such place make it necessary or expedient to exclude such person;
<b>“Grant Letter”</b>	has the meaning ascribed to such term in Section 6.1;
<b>“Grantee(s)”</b>	means the Selected Person(s) who have accepted the grant(s) of Award(s) by the Board or the Remuneration Committee pursuant to this Scheme;
<b>“Group”</b>	the Company and as the context may require, our Subsidiaries, the PRC Operational Entity and its subsidiary;
<b>“Independent Third Party”</b>	means any entity or person who is not a connected person within the meaning ascribed under the Listing Rules;
<b>“Individual Limit”</b>	has the meaning ascribed to such term in Section 6.2;
<b>“Initial Public Offering” or “Listing”</b>	means any offering of Shares and listing on the Main Board of The Stock Exchange of Hong Kong Limited;
<b>“Limits”</b>	has the meaning ascribed to such term in Section 4.2;

<b>“Listing Date”</b>	The date on which the Shares are listed and from which dealings therein are permitted to take places on the Stock Exchange;
<b>“Listing Rules”</b>	means Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited;
<b>“New Approval Date”</b>	has the meaning ascribed to such term in Section 4.3;
<b>“Performance Target(s)”</b>	has the meaning ascribed to such term in Section 6.1;
<b>“PRC Operational Entity” or “Guangzhou Baitian”</b>	means Guangzhou Baitian Information Technology Ltd (廣州百田信息科技有限公司), a company incorporated in Guangzhou, PRC and existing under the laws of the PRC;
<b>“PRC”</b>	means the People’s Republic of China, except where the context requires, references in this Scheme to “PRC” do not apply to Taiwan, the Macau Special Administrative Region and the Hong Kong Special Administrative Region;
<b>“Related Entity Participant(s)”</b>	means any director(s) or employee(s) of the holding companies, fellow subsidiaries or associated companies of the Company;
<b>“Remuneration Committee”</b>	means the remuneration committee of the Board;
<b>“RSU(s)”</b>	means restricted share unit(s), a contingent right to receive either Share(s) or an equivalent value in cash with reference to the market value of the Share(s) on or about the date of vesting, as determined by the Board in its sole discretion;
<b>“RSU Trustee”</b>	means a professional trustee or professional trustees, who is/are an Independent Third Party/ies, appointed by the Board to assist with the administration and vesting of Awards granted pursuant to this Scheme;
<b>“Selected Person(s)”</b>	means Eligible Person(s) selected by the Board or the Remuneration Committee to receive the Award(s) under the Scheme at its discretion in accordance with the provisions set out in the Scheme;

<b>“Service Provider(s)”</b>	means any person(s) (whether a natural person, a corporate entity or otherwise) who provides services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long-term growth of the Group, and meets with the eligibility criteria as stipulated in Section 6.1(ii) of this Scheme. For the avoidance of doubt, persons under the following categories do not belong to Service Providers: (i) placing agents or financial advisers providing advisory services for fund-raising, mergers or acquisitions; and (ii) professional service providers (such as auditors or valuers) who provide assurance, or are required to perform their services with impartiality and objectivity;
<b>“Service Provider Sub-limit”</b>	has the meaning ascribed to such term in Section 4.2;
<b>“Scheme”</b>	means this Post-IPO Restricted Share Unit Scheme in its present or any amended form;
<b>“Scheme Mandate Limit”</b>	has the meaning ascribed to such term in Section 4.1;
<b>“Scheme Period”</b>	has the meaning ascribed to such term in Section 5.1;
<b>“share award scheme”</b>	shall bear the meaning as defined in the Listing Rules;
<b>“share option scheme”</b>	shall bear the meaning as defined in the Listing Rules;
<b>“share scheme”</b>	refers to a share award scheme or a share option scheme as defined under Chapter 17 of the Listing Rules;
<b>“Shareholder”</b>	means a holder of Share(s);
<b>“Shares”</b>	ordinary shares of the Company of par value US\$0.0000005 each (or of such other nominal amount as shall result from capitalization, sub-division, consolidation, re-classification or re-construction of the share capital of the Company from time to time) with the rights ascribed in the Articles, as amended from time to time;
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited;

- “Subsidiary(ies)”** has the meaning ascribed to it in Section 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
- “substantial shareholder(s)”** shall bear the meaning as defined in the Listing Rules;
- “Trust Deed”** the trust deed or trust deeds entered/to be entered into between the Company as settlor and the RSU Trustee as trustee(s) in respect of Shares and other trust fund (if any) to be held by the RSU Trustee subject to the terms thereof, as amended from time to time;
- “Vesting”** means, in relation to an Award, upon fulfillment of the vesting schedule and vesting criteria (if any), a Grantee becoming entitled to have the rights attached to the Shares pursuant to this Scheme. The terms **“vest”**, **“vesting”** and **“vested”** shall be constructed accordingly; and
- “Vesting Notice”** has the meaning ascribed to such term in Section 7.5.

## **1.2 Construction of References**

In this Scheme:

- (i) any reference to a section is a reference to a section of this Scheme;
- (ii) any reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as respectively amended, consolidated or re-enacted from time to time, or as its operation is modified by any other statute or statutory provision (whether with or without modification) from time to time, and shall include any subsidiary legislation enacted under the relevant statute; and
- (iii) any reference to a person includes an individual, a body corporate, a partnership, other unincorporated body or association of persons and any state or state agency.

## **1.3 Interpretation**

In this Scheme:

- (i) words importing the plural include the singular and vice versa; and
- (ii) words importing a gender include every gender.

## 1.4 Headings

The headings are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of this Scheme.

## 2. PURPOSES AND OBJECTIVES OF THIS SCHEME

2.1 The specific objectives of this Scheme are:

- (i) to replace the Post-IPO Restricted Share Unit Scheme adopted on March 18, 2014, subsequently amended on 19 June 2015 and 17 December 2020 and further amended on 17 December 2020;
- (ii) to recognize the contributions by the Grantees and to give incentives thereto in order to retain them for the continual operation and development of the Group; and
- (iii) to attract suitable personnel for further development of the Group.

2.2 These rules serve to set out the terms and conditions upon which the incentive arrangements for the Grantees shall operate.

## 3. CONDITIONS

3.1 This Scheme shall take effect subject to (i) the passing of an ordinary resolution by the shareholders of the Company to approve and adopt this Scheme, and to authorize the Board or the Remuneration Committee to grant Awards and to allot and deal with Shares in connection with this Scheme; and (ii) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the new Shares underlying the Awards which may be granted pursuant to this Scheme (the “**Conditions**”).

## 4. SIZE OF THIS SCHEME

### 4.1 Scheme Mandate Limit

Subject to Section 4.3 below, no Award shall be granted pursuant to the Scheme if as a result of such grant (assumed accepted), the aggregate number of Shares underlying all grants made pursuant to the Scheme (excluding Awards that have lapsed in accordance with the rules of the Scheme) and all other share schemes as adopted by the Company from time to time shall exceed 282,284,400 Shares, representing 10% of the number of Shares in issue as at the date of approval of this limit by the Shareholders at a general meeting (the “**Scheme Mandate Limit**”).



## 4.2 Service Provider Sub-limit

Subject to Section 4.3 below, no Award shall be granted to any Service Provider pursuant to the Scheme if as a result of such grant (assumed accepted), the aggregate number of Shares underlying all grants made to the Service Providers pursuant to the Scheme (excluding Awards that have lapsed in accordance with the rules of the Scheme) and all other share schemes adopted by the Company granting options and/or awards to the Service Providers as adopted by the Company from time to time shall exceed 28,228,440 Shares, representing 1% of the number of Shares in issue as at the date of approval of this limit by the Shareholders at a general meeting (the “**Service Provider Sub-limit**”, together with the Scheme Mandate Limit, the “**Limits**”).

## 4.3 Renewal of Limits

Each of the Scheme Mandate Limit and the Service Provider Sub-limit may be refreshed after three years from the date of approval of the Limits by the Shareholders at a general meeting or the date of approval of the last refreshment (as the case may be), subject to prior approval from the shareholders of the Company. Any refreshment of each of the Scheme Mandate Limit and the Service Provider Sub-limit within any three-year period must be approved by the independent shareholders of the Company, with all the controlling shareholders and their associates (or if there is no controlling shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) abstaining from voting in favor of the relevant resolution at the general meeting.

In any event, the total number of Shares that may underlie the Awards granted following the date of approval of the refreshed Scheme Mandate Limit and Service Provider Sub-limit (the “**New Approval Date**”) and any grant made pursuant to other share schemes adopted by the Company must not exceed 10% of the number of Shares in issue as of the New Approval Date. Shares underlying the Awards granted under the Scheme (including those outstanding, cancelled or vested Awards) or any grant made pursuant to other share schemes (including those outstanding, cancelled or vested awards granted) prior to the New Approval Date will not be counted for the purpose of calculating the Limits to be refreshed.

## 4.4 [reserved]

## **5. DURATION AND ADMINISTRATION OF THIS SCHEME**

- 5.1** Subject to the fulfillment of the conditions in Section 3.1 and Section 15, this Scheme shall be valid and effective for ten (10) years from the Adoption Date until June 26, 2033 (the “**Scheme Period**”), after which period no further Awards shall be granted or accepted, but the provisions of this Scheme shall remain in full force and effect in order to give effect to the vesting of Awards granted and accepted prior to the expiration of the Scheme Period.
- 5.2** This Scheme shall be subject to the administration of the Board in accordance with the rules of this Scheme. The Board has the power to construe and interpret the rules of this Scheme and the terms of the Awards granted hereunder. Any decision of the Board made in accordance with the rules of this Scheme shall be final and binding, provided in each case that such decision is made in accordance with the Articles and any applicable laws.
- 5.3** The Board may delegate the authority to administer this Scheme to the Remuneration Committee.
- 5.4** The Board will appoint the RSU Trustee to administer the granting and vesting of Awards granted to the Grantees pursuant to this Scheme. Subject to compliance with the laws of the Cayman Islands and the articles of association of the Company, the Company shall provide such assistance as may be appropriate or necessary to enable the RSU Trustee to satisfy its obligations in connection with the administration and vesting of Awards granted to the Grantees pursuant to this Scheme.

## **6. GRANT OF AWARDS**

- 6.1** On and subject to the rules of this Scheme and all applicable laws and other regulations,
- (i) the Board or the Remuneration Committee may, within the Scheme Period, determine the Selected Persons to participate this Scheme. Unless being so selected, no person shall be entitled to participate in this Scheme. The Board or the Remuneration Committee has full discretion to determine, from time to time, the basis of eligibility of any Selected Person for participation in this Scheme and the grant of Awards based on factors including, among other things, the present and expected contribution of the relevant Eligible Persons to the development of the Group, the general financial conditions of the Group, the Group’s overall business objectives and future development plan, and any other factors as the Board or the Remuneration Committee deems appropriate;

- (ii) in addition and without prejudice to Section 6.1(i), only Service Providers of the following categories may qualify as Selected Persons:
- a) supplier of products or services, including suppliers, advisors, consultants, agents or other professional firms with expertise in the provision of software and information technology services, technical services and/or advisory services in relation to the development and publishing of mobile and personal computer games of the Group. When considering eligibility of, and the terms of grant to the Service Providers under this category, the Board or the Remuneration Committee will consider, among other things: (a) the nature, scope and frequency of products and/or services supplied; (b) the reliability and quality of products and/or services supplied; and (c) their potential and/or actual contribution or significance to the financial performance and business development of the Group, evaluated in terms of the revenue generated from such supply, the aggregate supply volume, the procurement cost, the contract value and the relative concentration in the particular supply category for the relevant engagement period (or the corresponding growth rate comparing with that of the preceding period); or
  - b) business partners, including distributors, joint venture partners or other contractual parties, which may be entities in the games industry that collaborate with the Group on continuing or discrete consulting projects. When considering eligibility of, and the terms of Grant to the Service Providers under this category, the Board or the Remuneration Committee will consider, among other things: (a) the nature and scope of the collaborating projects; (b) their knowledge, expertise, knowhow and network in the industry; and (c) their potential and/or actual contribution or significance to the financial performance and business development of the Group, evaluated in terms of the revenue generated from such engagement, the expenses in establishing and maintaining collaboration, the contract value and the number or variety of deliverables produced from such engagement for the relevant engagement period (or the corresponding growth rate comparing with that of the preceding period),

who are, or anticipated to be going forward, significant suppliers of products or services or business partners, or otherwise significant to the Group's business. Such persons may be remunerated with equity incentives to align the long-term interests of such persons with the Group.

- (iii) in assessing the eligibility of any Service Provider and whether such Service Provider provides services on a continuing or recurring basis in the Group's ordinary and usual course of business, the Board or the Remuneration Committee shall consider whether the frequency of the services provided by a Service Provider is akin to that of its regular employees. Relevant factors will be considered as appropriate, including, among others, the following:
- a) the type(s) of services the Service Provider had performed for the Group in the past 12 months;
  - b) the industry experience of the Service Provider;
  - c) the period of engagement of the Service Provider, including whether the Service Provider had entered into a technical and/or consultancy agreement with the Group in the past 12 months with a term of no less than 2 years; and
  - d) the Service Provider's contribution and/or future contribution to the development and growth of the Group with reference to, among other metrics, research and development, engineering or technical contribution, the design, development, manufacturing or distribution of products/services provided by the Group, or otherwise contribute significantly to the growth of the Group's financial or business performance, based on quantitative performance indicators to be determined by the Board or the Remuneration Committee on a case-by-case basis.
- (iv) the Board or the Remuneration Committee shall, after the selection process, inform the RSU Trustee of the name(s) of the Selected Person(s), the number of Shares underlying the Award(s) to be granted to each of the Selected Person (s), the vesting schedule of the Award(s) and other terms and conditions (if any) that the Award(s) are subject to as determined by the Board or the Remuneration Committee;
- (v) Subject to limitations and conditions of this Scheme, the RSU Trustee shall, upon receipt of the notification from the Board or the Remuneration Committee, grant to each of the Selected Persons an offer of grant of Award(s) by way of a letter in substantially the form set out in **Appendix A** to this Scheme (the "**Grant Letter**"), subject to the conditions that the Board or the Remuneration Committee thinks fit.

The Grant Letter shall, among other things, address the following matters:

- a) the Selected Person's name;
- b) the manner of acceptance of the Award(s) specified in the Grant Letter;
- c) the last date for acceptance by the Selected Person;

- d) the number of Shares underlying the Award;
- e) the vesting schedule and vesting criteria (if any), which may include, but not limited to, the fulfilment of the company performance target and personal performance targets by the relevant Selected Person prescribed by the Group (the “**Performance Targets**”), or triggering of any clawback mechanism to recover or withhold the remuneration, which may include any RSU(s) granted to any Selected Person (the “**Clawback**”); and
- f) other terms and conditions that the Board or the Remuneration Committee may determine at its discretion.

The Grant Letter shall attach an acceptance notice (the “**Acceptance Notice**”) in substantially the form set out in **Appendix B** to this Scheme;

- (vi) If the Selected Person accepts the offer of grant of Award(s), he is required to sign the Acceptance Notice and return it to the Company within the time period and in a manner prescribed in the Grant Letter. Upon the receipt from the Selected Person of a duly executed Acceptance Notice, the Award(s) is granted to the Selected Person, who becomes a Grantee in this Scheme;
- (vii) To the extent that the offer of grant of an Award is not accepted by the Selected Person within the time period or in a manner prescribed in the Grant Letter, it shall be deemed that such offer has been irrevocably declined and thus the grant has immediately lapsed; and
- (viii) The Grantee(s) shall not be required to bear or pay any price or fee for the application or acceptance of grant of Award(s) or the vesting of the RSU(s).

## **6.2 Restrictions on Grants**

- (i) The Board or the Remuneration Committee shall not grant any Award to any Selected Person in any of the following circumstances:
  - a) the requisite approvals for such grant from any applicable regulatory authorities have not been obtained;
  - b) the securities laws or regulations require that a prospectus or other offering documents be issued in respect of the grant of Award(s) or in respect of this Scheme, unless the Board determines otherwise;
  - c) the grant would result in a breach by the Group or any of its directors or senior management of any applicable laws, regulations or rules, including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers prescribed by the Listing Rules and the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

- d) the grant would result in breach of the Scheme Limit or the Service Provider Sub-limit (as set out in Sections 4.1 to 4.3 above) or other rules of this Scheme; or
  - e) after an event involving inside information in relation to affairs or securities of the Company has occurred or a matter involving inside information in relation to the securities of the Company has been the subject of a decision or come to the Company's knowledge, until (and including) the trading day after such price sensitive information has been announced by the Company in accordance with the requirements of the Listing Rules. In particular, during the period commencing one month immediately preceding the earlier of:
    - (1) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
    - (2) the deadline for the Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),and ending on the date of the results announcement; and for the avoidance of doubt, no Award may be made during any period of delay in publishing a results announcement.
- (ii) The maximum number of Shares which may be awarded to any one Selected Person under the Scheme may not exceed:
- a) 1% of the issued share capital of the Company, taking into account of the Shares issued and to be issued in respect of all options and awards granted to such Grantee under all share schemes adopted by the Company in aggregate (excluding any Awards lapsed in accordance with terms of this Scheme) in the 12-month period up to and including the date of relevant grant (the "**Individual Limit**"), unless such grant is otherwise separately approved by the shareholders of the Company in general meeting, with such Grantee and his close associates (as defined under the Listing Rules) (or associates if the participant is a connected person) abstaining from voting.



### **6.3 Grant to Directors**

If any Award is proposed to be granted to a Director, it shall not be granted on any day on which the financial results of the Company are published and during the period of:

- (i) 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (ii) 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

### **6.4 Grants to Connected Persons**

- (i) Any grant of an Award to any Director, chief executive or substantial shareholder of the Company, any of their respective associates, or any other connected person, shall be subject to the prior approval of the independent non-executive Directors (excluding the independent non-executive Director who is the proposed grantee of such Awards) and shall otherwise be subject to compliance with the requirements of the Listing Rules.
- (ii) Where any grant of Award to a Director (other than an independent non-executive Director) or chief executive of the Company or any of his associates would result in the Shares issued and to be issued in respect of all awards granted to such Grantee under all share awards schemes adopted by the Company in aggregate (excluding any Awards lapsed in accordance with the terms of this Scheme) in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the issued share capital of the Company, such further grant of Awards must be approved by shareholders of the Company in general meeting in the manner set out in the Listing Rules, with such Director, his associates and all core connected persons of the Company abstaining from voting in favor at such general meeting.
- (iii) Where any grant of Award to an independent non-executive Director or substantial shareholder of the Company, or any of his associates would result in the Shares issued and to be issued in respect of all options and awards granted to such person under all share schemes adopted by the Company (excluding any Awards lapsed in accordance with the terms of this Scheme) in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the issued share capital of the Company, such further grant of Awards must be approved by shareholders of the Company in general meeting in the manner set out in the Listing Rules, with such Grantee, his associates and all core connected persons of the Company abstaining from voting in favor at such general meeting.

- (iv) Notwithstanding the above and to the extent permissible by the Listing Rules, any grant of an Award to a Director as part of such Director's remuneration under his/her service contract with the Company shall be exempted from reporting, announcement and independent shareholders' approval requirements pursuant to Rule 14A.73(6) of the Listing Rules.

## **7. VESTING OF AWARDS**

**7.1** Subject to Section 7.2 below, the Board or the Remuneration Committee has the sole discretion to determine the vesting schedule and vesting criteria (if any), which may include Performance Target(s) and Clawback, for any grant of Award(s) to any Grantee.

- (i) Such performance targets may include: (i) aggregate amount of revenue of the Group generated by the Selected Person for the relevant financial year; (ii) compound annual growth rate on audited consolidated revenue of the Group for the relevant financial as compared to the immediately preceding financial year; and/or (iii) other targets to be determined in the sole discretion of the Board or the Remuneration Committee. For the avoidance of doubt, this Scheme does not specify any Performance Targets and hence save as determined by the Board or the Remuneration Committee in its sole discretion and provided in the relevant Grant Letter, there is no Performance Target which must be achieved by the Selected Persons before any of the Shares can be vested.
- (ii) Grounds on which such Clawback mechanism may be triggered include: (i) resignation unilaterally and failure to meet the termination notice period requirements; (ii) being fired for violating the Company's relevant regulations and labor discipline; (iii) been charged, convicted or held liable for any offence under the relevant securities laws in Hong Kong or any other applicable laws or regulations in force from time to time; (iv) breach of material regulations such as non-competition, confidentiality or Company's information security; (v) taking advantage of position impact to solicit Company's employee after termination, or spreading adverse public opinion regarding Company's brands; (vi) material misstatement in the audited financial statements of the Company that requires a restatement; (vii) if the Grant is linked to any Performance Targets and the Board or the Remuneration Committee is of the view that there exists circumstances that show or lead to any of the prescribed Performance Targets having been assessed or calculated in a materially inaccurate manner; and/or (viii) other circumstances to be determined in the sole discretion of the Board or the Remuneration Committee. For the avoidance of doubt, save as specified in Section 9 below, this Scheme does not specify any Clawback mechanism and hence save as determined by the Board or the Remuneration Committee in its sole discretion and provided in the relevant Grant Letter, there is no Clawback which may recover or withhold the RSU(s) granted.



- 7.2** The vesting period for the Award(s) shall not be less than twelve (12) months, subject to Sections 7.3 and the acceleration clause in Section 8 below.
- 7.3** Without prejudice to Section 8 below, Award(s) granted to Employee Participants may be subject to a shorter vesting period at the discretion of the Board or the Remuneration Committee under each of the following circumstances:
- (i) grants of “make-whole” Awards to new joiners to replace the share awards they forfeited when leaving the previous employer;
  - (ii) grants of Shares to a participant whose employment is terminated due to death or disability or occurrence of any out of control event;
  - (iii) grants of Shares with performance-based vesting conditions in lieu of time-based vesting criteria;
  - (iv) grants of Shares that are made in batches during a year for administrative and compliance reasons; and
  - (v) grants of Shares with a mixed or accelerated vesting schedule such as where the awards may vest evenly over a period of twelve (12) months.
- 7.4** The RSU Trustee shall administer the vesting of Awards granted to each Grantee pursuant to the vesting schedule and vesting criteria (if any) determined by the Board or the Remuneration Committee.
- 7.5** Upon fulfillment or waive of the vesting period and vesting criteria (if any) applicable to each of the Grantees, a vesting notice (the “**Vesting Notice**”) will be sent to the Grantee by the Board or the Remuneration Committee, or by the RSU Trustee under the authorization and instruction by the Board or the Remuneration Committee confirming (a) the extent to which the vesting period and vesting criteria (if any) have been fulfilled or waived and (b) 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 these Shares) or the amount of cash the Grantee will receive.
- 7.6** The Grantee is required to execute, after receiving the Vesting Notice, certain documents set out in the Vesting Notice that the Board or the Remuneration Committee considers necessary (which may include, without limitation, a certification to the Group that he has complied with all the terms and conditions set out in this Scheme and the Grant Letter).

**7.7** Subject to the execution of documents by the Grantee set out in Section 7.6 above, the Board or the Remuneration Committee may decide at its sole discretion to:

- (i) direct and procure the RSU Trustee to transfer the Shares underlying the Award(s) (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 these Shares) to the Grantee or its wholly owned entity; or
- (ii) pay, or direct and procure the RSU Trustee to pay, to the Grantee in cash an amount which is equivalent to the value of the 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 these Shares) set out in Section 7.7(i) above, under circumstances including, without limitation, that the Company, the RSU Trustee and/or the Grantee are prohibited from dealing in the Shares in the relevant times under the Listing Rules.

**7.8** In the event that the Grantee fails to execute the required documents within seven (7) days after receiving the Vesting Notice, the vested Shares will lapse.

## **8. ACCELERATION OF VESTING**

The Board or the Remuneration Committee has the sole discretion to determine, at any time, to accelerate the vesting of any Award granted to any Grantee for various considerations.

### Rights on a Takeover

**8.1** In the event a general offer by way of takeover, merger or otherwise in a like manner (other than by way of scheme of arrangement pursuant to Section 8.2 below) is made to all the shareholders of the Company (or shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and the general offer to acquire the Shares is approved and the offer becomes or is declared unconditional in all respects prior to the vesting, the Award(s) of the Grantee will vest immediately to be extent and on a date specified in a notice given by the Company.

### Rights on a Scheme of Arrangement

**8.2** In the event a general offer for Shares by way of scheme of arrangement is made by any person to all the shareholders of the Company and has been approved by the necessary number of shareholders at the requisite meetings prior to the vesting, the Award(s) of the Grantee will vest immediately to be extent and on a date specified in a notice given by the Company.

## Rights on a Compromise or Arrangement

**8.3** If a compromise or arrangement between the Company and its shareholders or creditors is proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies and a notice is given by the Company to its shareholders to convene a general meeting to consider and if thought fit approve such compromise or arrangement prior to the vesting, the Award(s) of the Grantee will vest immediately to be extent and on a date specified in a notice given by the Company.

## Rights on a Voluntarily Winding-up

**8.4** In the event that an effective resolution is passed during the Scheme Period for voluntarily winding-up of the Company (other than for the purposes of a reconstruction, amalgamation or scheme of arrangement as set out above) prior to the vesting, the Award(s) of the Grantee will vest immediately to be extent and on a date specified in a notice given by the Company provided that all unexercised Awards must be exercised and effected by no later than one business day before the day of the proposed general meeting to be convened for the purpose of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company (or to pass written resolutions of the shareholders to the same effect).

## **9. LAPSE OF AWARDS**

**9.1** Without prejudice to other rules under this Scheme, an Award will automatically lapse immediately upon:

- (i) termination of employment or service of any Grantee for any reason prior to the vesting date of the granted Awards;
- (ii) knowingly performs any act that may confer any competitive benefit or advantage upon any competitor of the Group, or becomes an officer, director, employee, consultant, advisor, partner of, or a stockholder or other proprietor owning more than a 5% interest in any competitor of the Group;
- (iii) the Grantee makes any attempt or takes any action to sell, transfer, assign, charge, mortgage, encumber, hedge or create any interest in favor of any other person over or in relation to any Shares underlying the granted Awards or any interests or benefits in relation to the Awards; and
- (iv) commencement of winding-up of the Company.

**9.2** If the event set out in Section 9.1 (other than sub-paragraph (iv)) occurs, the Award shall lapse on a proportional basis, in another word, based on the proportion of the time period commencing from the grant date of the Award through the occurrence of such event of the entire vesting period set out in the Grant Letter to the Grantee provided that other vesting criteria (if any) have been fulfilled or waived as of the date of occurrence of such event.

**9.3** For the avoidance of doubt, the Award(s) lapsed in accordance with the terms of the Scheme will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sub-limit.

## **10. CANCELLATION OF AWARDS**

**10.1** The Board may at its sole discretion cancel any Award that has not vested or lapsed, provided that:

- (i) the Company or its appointees pay to the Grantee an amount equal to the fair value of the Award at the date of the cancellation as determined by the Board, after consultation with an independent financial adviser appointed by the Board;
- (ii) the Company or its appointees provides to the Grantee a replacement Award of equivalent value to the Award to be cancelled; or
- (iii) the Board makes any arrangement as the Grantee may agree in order to compensate him for the cancellation of the Award.

**10.2** For the avoidance of doubt, where the Board cancels any Award and makes a new grant to the same Grantee, such new grant may only be made under this Scheme with available Scheme Mandate Limit (and Service Provider Sub-limit, where applicable) approved by the shareholders. The Award so cancelled will be regarded as utilized for the purpose of calculating Scheme Mandate Limit (and Service Provider Sub-limit, where applicable).

## **11. RIGHTS ATTACHED TO AWARDS AND SHARES**

**11.1** A Grantee does not have any contingent interest in any Shares underlying an Award unless and until the legal and beneficial ownership of these Shares are actually transferred to and in the Grantee from the RSU Trustee in accordance with the terms of this Scheme. Furthermore, a Grantee may not exercise any voting right in respect of the Shares underlying the Award prior to their transfer and, unless otherwise specified by the Board or the Remuneration Committee in its sole discretion in the Grant Letter to the Grantee, nor do they have any rights to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any Shares underlying the Award.

**11.2** The Shares provisionally awarded to a Grantee pursuant to an Award shall be subject to all the provisions of the articles of association of the Company and the Companies Act (as Revised) of the Cayman Islands for the time being in force, and will rank *pari passu* with the fully paid Shares in issue on the date when such awarded Shares are vested in the Grantee and accordingly will entitle the holders to all voting rights and to participate in all dividends or other distributions paid or made on or after such vesting date, other than any dividend or other distribution previously declared or recommended or resolved to be paid or made with respect to a record date which shall be before the vesting date.

**11.3** The RSU Trustee shall not exercise the voting rights in respect of the Shares held under trust constituted by the Trust Deed and shall abstain from voting on matters that require the Shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's discretion and such a direction is given.

## **12. ASSIGNMENT OF AWARDS**

**12.1** Awards granted pursuant to this Scheme shall be personal to each Grantee and shall not be assignable or transferrable, except assignment or transfer from each Grantee to a company wholly owned by him or between two companies both of which are wholly owned by him for the benefit of such Grantee and his family members which would continue to meet the purpose of this scheme and in accordance with the Listing Rules. Notwithstanding the above, the Grantees 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 RSU Trustee on trust for the Grantees, Awards, Shares underlying any Awards or any interest or benefits therein. Any breach of the foregoing by any Grantee shall entitle the Company to cancel the Awards made to such Grantee and the Board shall notify the RSU Trustee in writing accordingly.

## **13. REORGANIZATION OF CAPITAL STRUCTURE**

**13.1** In the event of any alteration in the capital structure of the Company, such as capitalization issue, rights issue, consolidation, sub-division and reduction of the share capital of the Company, the Board may make equitable adjustments that it considers appropriate, at its sole discretion, including:

- (i) make arrangements for the grant of substitute Awards of equivalent fair value to an award in the purchasing or surviving company;
- (ii) reach such accommodation with the Grantee as it considers appropriate, including the payment of cash compensation to the Grantee equivalent to the fair value to an Award to the extent not vested;
- (iii) waive any conditions to vesting of an Award to the extent not already vested; or
- (iv) permit the continuation of an Award in accordance with its original terms.

For the avoidance of doubt, the issue of securities by the Company as consideration in a transaction may not be regarded as a circumstance requiring such equitable adjustments.

**13.2** Any equitable adjustments required under Section 13.1 above must give the Grantee the same proportion of the equity capital, rounded to the nearest whole share, as that to which that Grantee was previously entitled, but no such adjustments may be made to the extent that a Share would be issued at less than its nominal value (if any). In respect of any such equitable adjustments, other than any made on a capitalisation issue, an independent financial adviser or the Company's auditors must confirm to the Directors in writing that the adjustments satisfy the requirements set out in this section.

## **14. DISPUTES**

Any dispute arising in connection with this Scheme shall be referred to the determination or interpretation of the Board who shall act as experts and not as arbitrators and whose decision shall be final and binding.

## **15. ALTERATION OR AMENDMENT OF THIS SCHEME**

**15.1** The terms of this Scheme may be altered, amended or waived in any respect by the Board provided that such alteration, amendment or waiver shall not affect any subsisting rights of any Grantee hereunder, subject to Sections 15.2 and 15.3 below.

**15.2** Any alteration, amendment or waiver to the Scheme (i) of a material nature; (ii) relating to the matters set out in rule 17.03 of the Listing Rules to the advantage of the Grantees; or (iii) relating to the authority of the Board or relevant administrator to alter this Scheme, shall be approved by the shareholders of the Company. The Board shall have the right to determine whether any proposed alteration, amendment or waiver is material and such determination shall be conclusive. The amended terms of this Scheme must comply with all applicable laws, rules and regulations (including without limitation the Listing Rules).

**15.3** Any change to the terms of Awards granted must be approved by the Board, the Remuneration Committee, the independent non-executive Director and/or the shareholders of the Company (as the case may be) if the initial Awards was approved by the Board, the Remuneration Committee, the independent non-executive Director and/or the shareholders of the Company (as the case may be).

**15.4** The amended terms of the Awards or this Scheme (as the case may be) shall comply with the relevant requirements of Chapter 17 of the Listing Rules.



## **16. TERMINATION**

This Scheme may be terminated at any time prior to the expiry of the Scheme Period by the Board provided that such termination shall not affect any subsisting rights of any Grantee hereunder. For the avoidance of doubt, no further Awards shall be granted after this Scheme is terminated but in all other respects the provisions of this Scheme shall remain in full force and effect. No further Award shall be granted after such termination; however, all Awards granted prior to such termination and not vested on the date of termination shall remain valid. In such event, the Board or the Remuneration Committee shall notify the RSU Trustee and all Grantees of such termination and how the Shares held by the RSU Trustee on trust and other interests or benefits in relation to the outstanding Awards shall be dealt with.

## **17. MISCELLANEOUS**

**17.1** The Company shall bear the costs of establishing and administering this Scheme. For the avoidance of doubt, the Company shall not be liable for any tax, duty, expense or liability that the Grantee(s) is subject to as a result of his participation in this Scheme, including any sale, purchase, vesting or transfer of the Shares hereunder.

**17.2** A Grantee shall be responsible for obtaining any governmental or other official consent or complying with other form(s) of legal, regulatory or judicial requirements that may be required by any country or jurisdiction in order to permit the vesting of his Award. By accepting an Award, the Grantee thereof is deemed to have represented to the Company that he has obtained all such consents. The Company shall not be responsible for any failure by a Grantee to obtain any such consent or for any tax or other liability to which a Grantee may become subject as a result of his participation in this Scheme or the vesting of any Award.

**17.3** Any notice or other communication between any of the Board, the Remuneration Committee or the RSU Trustee, and the Grantee(s) shall be given by prepaid post or hand delivery to the respective address as notified from time to time.

**17.4** Any notice or other communication shall:

- (i) if served by the Board, the Remuneration Committee or the RSU Trustee by post, be deemed to have been served 24 hours after it was put in the post or, if delivered by hand, be deemed to be served when delivered; and
- (ii) if served by the Grantee(s), be deemed to have been served when it is actually received by the Board, the Remuneration Committee or the RSU Trustee.

**17.5** This Scheme shall not confer, directly or indirectly, on any person any legal or equitable rights (other than those constituting the Award(s) themselves) or give rise to any cause of action at law or in equity against the company.

**17.6** This Scheme shall not form part of any contract of employment or for services between any member of the Group and any Grantee, and the rights and obligations of any Grantee under the terms of his office or employment or provision of service shall not be affected by his participation in this Scheme or any right he may have to participate in it and this Scheme shall afford such Grantee no additional rights to compensation or damages in consequence of the termination of such office or employment or provision of service for any reason.

**17.7** The grant of an Award on a particular basis in any year does not create any right to or expectation of the grant of Awards on the same basis, or at all, in any future year. Participation in this Scheme does not imply any right to participate, or to be considered for participation in any later operation of this Scheme. Subject to any applicable legislative requirement, any Award will not be regarded as remuneration for pension purposes or for the purposes of calculating payments on termination of employment. By accepting an Award, a Grantee shall be deemed irrevocably to have waived any entitlement, by way of compensation for loss of office or otherwise howsoever, to any sum or other benefit to compensate him for or in respect of any loss of any rights or benefits under any Award then held by him or otherwise in connection with this Scheme.

**17.8** The Board may, from time to time, adopt such operational rules as it considers appropriate for the purposes of giving effect to or implementing this Scheme, provided that these rules do not conflict with this Scheme or contravene any of the applicable laws, regulations or rules.

**17.9** Each and every provision hereof shall be treated as a separate provision and shall be severally enforceable as such and in the event of any provision or provisions being or becoming unenforceable in whole or in part. To the extent that any provision or provisions are unenforceable they shall be deemed to be deleted from these rules of this Scheme, and any such deletion shall not affect the enforceability of the rules of this Scheme as remain not so deleted.

**17.10** This Scheme shall operate subject to the Articles, the law of the Cayman Islands and any applicable law.

## **18. GOVERNING LAW**

**18.1** The rules of this Scheme shall be governed by and construed in accordance with the laws of Hong Kong.



# APPENDIX A

## FORM OF GRANT LETTER

[Letterhead of BAIOO Family Interactive Limited]

PRIVATE AND CONFIDENTIAL  
FOR ADDRESSEE ONLY

*[Selected Person's Name and Position]*

*[Selected Person's Address]*

*[Date]*

Dear *[Name]*

In recognition of your services to [Guangzhou Baitian Information Technology Ltd. (廣州百田信息科技有限公司), a PRC entity controlled by] BAIOO Family Interactive Limited (the “**Company**”), the Board has determined to invite you to participate in the Company’s Post-IPO Restricted Share Unit Scheme (the “**Scheme**”). The terms used in this Grant Letter shall have the same meaning given to them in the Scheme.

The Company agrees to grant to you *[number]* RSU awards of the Company under this Scheme. The vesting and grant of RSU awards shall be subject to the terms and conditions of this Grant Letter and the Scheme may be amended from time to time pursuant to the provisions therein, a copy of which is enclosed herewith.

Please note that you will have an interest in the RSU awards, but that this interest will be contingent until the date(s) set out in the vesting schedule below [until the conditions referred to below are satisfied or waived by the Board and/or the Remuneration Committee].

### Vesting Schedule

[•]

### Vesting criteria (if any)

[•]

In order to accept the RSU awards agreed to be granted under this letter, please sign and return the enclosed Acceptance Notice, by *[date]*, failing which the opportunity to accept this award will automatically lapse.

We would recommend you that you seek specific advice from your own tax adviser on how this Award may affect your tax status.

Yours faithfully

For and on behalf of

**BAIOO FAMILY INTERACTIVE LIMITED**

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Name:

Position:

## APPENDIX B

### FORM OF ACCEPTANCE NOTICE

To: The Board of Directors  
BAIOO Family Interactive Limited (the “**Company**”)  
*[Address]*

Attn: *[Head of Human Resource Department of Guangzhou Baitian]*

Terms and expressions defined in the Company’s Post-IPO Restricted Share Unit Scheme (the “**Scheme**”) and the grant letter dated *[date]* issued by the Company to me (“**Grant Letter**”) pursuant to the Scheme shall have the same meanings when used in this Acceptance Notice, unless the context requires otherwise.

In consideration of the Company’s agreement to grant the Awards to me subject to the terms and conditions of the Scheme, I hereby acknowledge, accept and agree for the benefit of the Company as follows:

1. I have read the rules of the Scheme and the Grant Letter, and agree to be bound by the terms and conditions thereof.
2. I hereby acknowledge that neither you nor of your subsidiaries, PRC Operation Entity and other companies in the Group has made any representation or warranty or given me any expectation of employment or services engagement or continued employment or services engagement to induce me to accept the Award and that the terms of the Scheme and this Acceptance Notice constitutes the entire agreement between us relating to the grant of the RSU awards under the Scheme.
3. I acknowledge and agree that any action taken or decision made by the Company arising out of or in connection with the construction, administration, management, interpretation, effect or performance of the Scheme shall lie within its sole and absolute discretion, as the case may be, and shall be final, conclusive and binding on me. By accepting the RSU awards granted to me under the Scheme, I shall be conclusively deemed to have indicated (i) acceptance and ratification of, and consent to, any action taken under the Scheme by the Company, the Board, the Remuneration Committee or any of their representatives and (ii) acceptance of the terms and conditions of the Scheme.
4. I acknowledge:
  - (i) that this grant of the Awards under the Scheme is a one-time benefit which does not create any contractual right to receive additional rights or compensation;
  - (ii) that the Awards will not form part of my remuneration; and
  - (iii) that the future value of the Shares underlying the Awards is unknown and cannot be predicted with certainty.

5. I agree, accept and undertake, to enter into any such additional documentation as the Board, in its absolute discretion, requires in order to facilitate the administration of the Scheme.
6. I acknowledge that any rights or benefits that I may have to the RSU awards are subject to the approval of such grant and/or the compliance from time to time with the Articles or any other laws, rules or regulations which may be applicable to such grant.
7. I understand that the Company may hold certain personal information about me, including but not limited to my name, home address and telephone number, date of birth, identity card number, passport number, salary, nationality, job title, any Shares or directorships held in the Company, details of documentation relating to the Restricted Shares, for the purposes of implementing, administering and managing the Scheme (together, “Data”). As a condition of the grant of the Awards, I consent to the collection, use, retention and transfer of Data for such purposes.
8. I acknowledge and confirm that I have obtained all relevant regulatory, governmental and official consent or approvals required for me to participate in the Scheme and, to own and/or have the Shares underlying the Awards registered in my or my nominee’s name.
9. I acknowledge and confirm the Company or any of its directors, officers, employees or representatives, will not be responsible whatsoever for any tax or other liability to which I may become subject as a result of my participation in the Scheme.
10. I acknowledge to and agree with the Company not to exercise any rights or interest which I may have or derive in connection with any RSU awards nor to directly or indirectly, sell, assign, transfer, permit to exist any lien, donate, give, bequeath, hypothecate or otherwise deal with or dispose of any right or interests in relation to any RSU awards in favor of any other person until the transfer of the RSU awards to me have been completed.

I further understand that the Company, its subsidiaries and the PRC Operational Entity may transfer Data amongst themselves for the purposes of implementing, administering and managing my participation in the Scheme, and that the Company, its subsidiaries and the PRC Operational Entity may each further transfer Data to any third parties assisting the implementation, administration and management and performance of the Scheme and who has a duty of confidentiality to the transferor of such Data. I understand that these recipients of such Data may be located in the PRC, Hong Kong or overseas. I authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing my participation in the Scheme.

**PLEASE PRINT IN BLOCK LETTERS**

Name in full:

Position:

Address:

Nationality: