
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all of your shares in Dah Sing Financial Holdings Limited, you should at once hand this circular and the accompanying form of proxy to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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(Incorporated in Hong Kong with limited liability under the Companies Ordinance)

(Stock Code: 440)

**PROPOSALS FOR
GENERAL MANDATES TO ISSUE AND BUY BACK SHARES
RE-ELECTION OF DIRECTORS
ADOPTION OF THE NEW SHARE OPTION SCHEME AND
TERMINATION OF THE EXISTING SHARE OPTION SCHEME
AMENDMENT AND RESTATEMENT OF
THE EXISTING SHARE AWARD SCHEME
AND
NOTICE OF ANNUAL GENERAL MEETING**

A notice convening the AGM of Dah Sing Financial Holdings Limited to be held at Meeting Room S426-427 (Harbour Road Entrance), Hong Kong Convention and Exhibition Centre, 1 Expo Drive, Wan Chai, Hong Kong on Friday, 31 May 2024 at 4:00 p.m. is set out on pages 63 to 69 of this circular.

Whether or not you are able to attend the meeting, you are requested to complete and return the enclosed form of proxy to the Company's share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong in accordance with the instructions printed thereon as soon as possible and in any event not less than 48 hours before the time appointed for holding of the AGM or any adjournments thereof (as the case may be). Completion and return of the form of proxy will not preclude you from attending and voting in person at the AGM or any adjournment thereof if you so wish.

No refreshments or drinks will be provided at the AGM. Shareholders or proxies who attend the AGM in person will each receive ONE souvenir as a token of the Company's appreciation. If a shareholder is also appointed as proxy/proxies of other shareholder(s), or a proxy represents multiple shareholders, the number of souvenir each of the aforesaid shareholder or proxy will receive is limited to ONE.

26 April 2024

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DEFINITIONS

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

“AGM”	the annual general meeting of the Company to be held at Meeting Room S426-427 (Harbour Road Entrance), Hong Kong Convention and Exhibition Centre, 1 Expo Drive, Wan Chai, Hong Kong on Friday, 31 May 2024 at 4:00 p.m. or any adjournment thereof, notice of which is set out on pages 63 to 69 of this circular
“Amended Share Award Scheme”	the 2nd amended and restated share award scheme (being an amendment and restatement of the Existing Share Award Scheme) proposed to be approved and adopted by the Company at the AGM, a summary of the principal terms of the rules of which are set out in Appendix IV to this circular
“Articles of Association”	the articles of association of the Company adopted from time to time
“Auditors”	the auditors of the Company for the time being
“Award(s)”	an award granted by the Board to an Eligible Person which may vest in the form of Award Shares as the Board may determine in accordance with the terms of the Amended Share Award Scheme
“Award Letter”	a letter of the grant of an Award issued by the Company to an Eligible Person under the Amended Share Award Scheme
“Award Shares”	the Shares to which an Award relates under the Amended Share Award Scheme
“Awardee”	any Eligible Person who accepts the grant of an Award in accordance with the terms of the Amended Share Award Scheme
“Board”	the board of Directors

DEFINITIONS

“Business Day”	a day on which the Stock Exchange is open for trading and licensed banks are open for business generally in Hong Kong (excluding Saturdays, Sundays, public holidays and any day on which a tropical cyclone warning no. 8 or above or a “black” rainstorm warning signal is hoisted or issued in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.)
“close associate”	has the meaning ascribed to it under the Listing Rules
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended or supplemented from time to time
“Company” or “DSFH”	Dah Sing Financial Holdings Limited, a company incorporated in Hong Kong with limited liability under the Companies Ordinance, the ordinary shares of which are listed on the Stock Exchange (Stock code: 440)
“connected person”	has the meaning ascribed to it under the Listing Rules
“controlling shareholder”	has the meaning ascribed to it under the Listing Rules
“core connected person”	has the meaning ascribed to it under the Listing Rules
“Directors”	the directors of the Company
“Effective Date”	the date on which the Shareholders approved the adoption of the New Share Option Scheme and the Amended Share Award Scheme (as the case may be)
“Eligible Person(s)”	the Employee Participant(s)
“Employee Participant(s)”	any employee(s) of the Group, any Director(s) (which also include INEDs) or any director(s) of a Subsidiary, and any person(s) to whom a grant of Awards (under the Amended Share Award Scheme) or Options (under the New Share Option Scheme) serves as an inducement to enter into employment contract(s) to become employee(s) of the Group
“Exercise Period”	the period to be determined and notified by the Board to a Grantee at the time of making an Option Offer to the Grantee under the New Share Option Scheme

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“Exercise Price”	the price per Share payable on the exercise of an Option (in whole or in part) as determined by the Directors under the New Share Option Scheme
“Existing Share Award Scheme”	the existing share award scheme formally adopted by the Company on 9 September 2021 and as amended on 30 March 2022
“Existing Share Option Scheme”	the existing share option scheme formally adopted by the Company on 27 May 2015
“Further Shares”	any Shares acquired by the Trustee out of cash income or net proceeds of sale of non-cash and non-scrip distributions declared and distributed by the Company in respect of Shares held upon the Trust
“Grantee”	any Eligible Person who accepts the grant of an Option Offer in accordance with the terms of the New Share Option Scheme
“Group”	the Company and its Subsidiaries from time to time
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“HKEX”	Hong Kong Exchanges and Clearing Limited
“INEDs”	the independent non-executive directors of the Company
“Latest Practicable Date”	18 April 2024, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“Listing Committee”	has the meaning ascribed to it under the Listing Rules
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange in force for the time being
“Model Code”	the Model Code for Securities Transactions by Directors of Listed Issuers contained as an Appendix of the Listing Rules
“New Share Option Scheme”	the new share option scheme proposed to be adopted by the Company at the AGM, a summary of the principal terms of the rules of which are set out in Appendix III to this circular

DEFINITIONS

“Nomination and Remuneration Committee”	a committee of the Board titled “Nomination and Remuneration Committee” established by the Board
“Option(s)”	a right to subscribe for Shares pursuant to the New Share Option Scheme
“Option Letter”	a letter of the grant of an Option issued by the Company to an Eligible Person (under the New Share Option Scheme)
“Option Offer”	an offer of the grant of an Option made by the Board pursuant to the New Share Option Scheme
“Option Price”	the amount of HK\$1.00 payable on acceptance of grant of an Option under the New Share Option Scheme
“Returned Shares”	any Shares that are not vested and/or are forfeited or being deemed to be Returned Shares in accordance with the terms of the Amended Share Award Scheme and any income derived from a Share held upon the Trust in the form of Shares
“Scheme Limit”	the Scheme Mandate Limit, the Share Option Scheme Mandate (Specific) Limit and the Share Award Scheme Mandate (Specific) Limit
“Scheme Mandate Limit”	has the meaning ascribed to it in the paragraph headed “(b) Scheme Mandate Limit and Share Option Scheme Mandate (Specific) Limit” in the Letter from the Board of this circular
“Senior Management”	the senior management staff of the Group as disclosed in the Company’s annual report as required under paragraph 12 of the appendix headed “Disclosure of Financial Information” of the Listing Rules
“SFC”	the Securities and Futures Commission of Hong Kong
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended or supplemented from time to time
“Share(s)”	ordinary share(s) in the share capital of the Company

DEFINITIONS

“Share Award Scheme Mandate (Specific) Limit”	has the meaning ascribed to it in the paragraph headed “(b) Scheme Mandate Limit and Share Award Scheme Mandate (Specific) Limit” in the Letter from the Board of this circular
“Share Option Scheme Mandate (Specific) Limit”	has the meaning ascribed to it in the paragraph headed “(b) Scheme Mandate Limit and Share Option Scheme Mandate (Specific) Limit” in the Letter from the Board of this circular
“Share Scheme(s)”	share option scheme(s) and/or share award scheme(s) involving issuance of new Shares adopted and to be adopted by the Company from time to time
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subsidiary”	a subsidiary (within the meaning under section 15 of the Companies Ordinance) of the Company, whether incorporated in Hong Kong or elsewhere
“Takeovers Code”	the Code on Takeovers and Mergers as approved by the SFC, as amended from time to time
“Trust”	the trust constituted by the Trust Deed to service the Amended Share Award Scheme
“Trust Deed”	the trust deed entered into between the Company and the Trustee for the purpose of the Amended Share Award Scheme
“Trust Fund”	all the property (including Shares, cash and non-cash income) for the time being and from time to time held or deemed to be held upon the Trust whether contributed by the Company or any other person
“Trustee”	the trustee or trustees for the time being appointed by the Company for the purpose of the Trust
“%”	per cent

LETTER FROM THE BOARD



大新金融集團有限公司

DAH SING FINANCIAL HOLDINGS LIMITED

(Incorporated in Hong Kong with limited liability under the Companies Ordinance)

(Stock Code: 440)

Executive Directors:

David Shou-Yeh Wong (*Chairman*)
Hon-Hing Wong (Derek Wong)
(*Managing Director and Chief Executive*)
Harold Tsu-Hing Wong (*Group General Manager*)
Gary Pak-Ling Wang (*Deputy Chief Executive*)

Registered Office:

26th Floor
Dah Sing Financial Centre
248 Queen's Road East
Wan Chai, Hong Kong

Non-Executive Director:

Junji Mori (Yuichi Tashita as alternate)

Independent Non-Executive Directors:

Robert Tsai-To Sze
Andrew Kwan-Yuen Leung
Paul Michael Kennedy
Paul Franz Winkelmann
Mariana Suk-Fun Ngan

26 April 2024

To Shareholders

Dear Sir/Madam,

**PROPOSALS FOR
GENERAL MANDATES TO ISSUE AND BUY BACK SHARES
RE-ELECTION OF DIRECTORS
ADOPTION OF THE NEW SHARE OPTION SCHEME AND
TERMINATION OF THE EXISTING SHARE OPTION SCHEME
AMENDMENT AND RESTATEMENT OF
THE EXISTING SHARE AWARD SCHEME
AND
NOTICE OF ANNUAL GENERAL MEETING**

1. INTRODUCTION

The purpose of this circular is to provide Shareholders with information reasonably necessary to enable them to make an informed decision in respect of the resolutions to be proposed at the AGM relating to, inter alia, (i) the proposed general mandates to issue and buy back Shares; (ii) the re-election of Directors; (iii) the adoption of the New Share Option Scheme and termination of the Existing Share Option Scheme; and (iv) the amendment and restatement of the Existing Share Award Scheme.

LETTER FROM THE BOARD

2. GENERAL MANDATE TO ISSUE SHARES

Approval is being sought from Shareholders at the AGM by way of an ordinary resolution for a general mandate to allot and issue Shares under section 141 of the Companies Ordinance and pursuant to the Listing Rules, in order to ensure flexibility and discretion to the Directors in the event it becomes desirable to issue any Shares, representing up to 20% of the total number of issued Shares as at the date of the passing of the resolution in relation to such general mandate, during the course of the period up to (i) the conclusion of the next annual general meeting of the Company; or (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Companies Ordinance to be held; or (iii) the revocation or variation of the authority by an ordinary resolution of the Shareholders in general meeting of the Company, whichever is the earliest. The Board wishes to state that it has no present intention to issue Shares pursuant to such mandate.

As at the Latest Practicable Date, the total number of issued Shares comprised 319,575,100 Shares. Assuming that there is no change in the total number of issued Shares between the Latest Practicable Date and the date of the AGM, the Company would be allowed under the general mandate to issue Shares up to 63,915,020 Shares, representing 20% of the total number of issued Shares at the date of the AGM.

3. GENERAL MANDATE TO BUY BACK SHARES

The Board proposes to seek your approval at the AGM by way of an ordinary resolution for a general mandate to buy back, on the Stock Exchange, the issued and fully paid Shares. Under such mandate, the number of Shares that the Company may buy back shall not exceed 10% of the total number of issued Shares as at the date of the passing of the resolution and shall cover purchases, made during the course of the period up to (i) the conclusion of the next annual general meeting of the Company; or (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Companies Ordinance to be held; or (iii) the revocation or variation of the authority by an ordinary resolution of the Shareholders in general meeting of the Company, whichever is the earliest. An explanatory statement as required under the Listing Rules giving further information about such mandate is set out in **Appendix I** to this circular.

LETTER FROM THE BOARD

4. ADDITION TO GENERAL MANDATE TO ISSUE SHARES

Conditional upon the resolutions in relation to the general mandate to issue Shares and the general mandate to buy back Shares being duly passed, approval is being sought from the Shareholders by way of a separate ordinary resolution to extend the general mandate to issue Shares by the addition to the number of Shares which may be allotted, issued and dealt with or agreed conditionally or unconditionally to be allotted, issued and dealt with pursuant to such general mandate of an amount representing the total number of Shares bought back by the Company under the Share Buy-back Mandate (as defined in **Appendix I** to this circular), provided that such number of shares shall not exceed 10% of the total number of issued Shares as at the date of the passing of the relevant resolution.

5. RE-ELECTION OF DIRECTORS

At the AGM,

- (i) Messrs. David Shou-Yeh Wong, Gary Pak-Ling Wang and Andrew Kwan-Yuen Leung shall retire by rotation in accordance with Article 124 of the Articles of Association; and
- (ii) Mr. Harold Tsu-Hing Wong, who was appointed as an Executive Director after the last annual general meeting of the Company held on 2 June 2023, shall retire at the AGM in accordance with Article 128 of the Articles of Association.

All of the above retiring Directors, being eligible, will offer themselves for re-election at the AGM. Particulars of aforesaid retiring Directors offering for re-election at the AGM are set out in **Appendix II** to this circular.

Any Shareholder who wishes to nominate a person to stand for election as a Director at the AGM must lodge with the Company at its registered office at 26th Floor, Dah Sing Financial Centre, 248 Queen's Road East, Wan Chai, Hong Kong for the attention of the Company Secretary within the period commencing from the day after the despatch of the notice of the AGM and ending no later than 7 days prior to the date of the AGM, (i) his written nomination of the candidate, (ii) written confirmation from the nominated candidate of his willingness to be elected as a Director, and (iii) the details of such nominated candidate as required under Rule 13.51(2) of the Listing Rules for publication by the Company. You may further visit websites of HKEX (www.hkexnews.hk) and Dah Sing Bank (www.dahsing.com) respectively for more specific details.

LETTER FROM THE BOARD

6. ADOPTION OF THE NEW SHARE OPTION SCHEME AND TERMINATION OF THE EXISTING SHARE OPTION SCHEME

Existing Share Option Scheme

The Existing Share Option Scheme was adopted by the Company on 27 May 2015 under which the Directors may at their discretion grant options to eligible participants as referred to in the Existing Share Option Scheme to subscribe for Shares subject to the terms and conditions stipulated therein. The Existing Share Option Scheme is valid and effective for a period of 10 years commencing from its adoption date, unless and until terminated by resolution in general meeting or the Board. Accordingly, unless the Board or the Shareholders pass(es) a resolution to terminate the operation of the Existing Share Option Scheme, it will be expired on 26 May 2025.

Up to the Latest Practicable Date, no options which remain exercisable have been granted under the Existing Share Option Scheme or any other share schemes governed under Chapter 17 of the Listing Rules. The Board has no intention of granting any options under the Existing Share Option Scheme during the period from the Latest Practicable Date to the date of the AGM.

Adoption of the New Share Option Scheme and Termination of the Existing Share Option Scheme

Since the amendments to Chapter 17 of the Listing Rules were effective from 1 January 2023, the Company proposes to adopt the New Share Option Scheme and to terminate the Existing Share Option Scheme. An ordinary resolution will be proposed at the AGM to (i) approve the adoption of the New Share Option Scheme and (ii) terminate the Existing Share Option Scheme.

The Directors consider that it is in the best interests of the Company to adopt the New Share Option Scheme, given that the rules of the New Share Option Scheme have been prepared in compliance with the Listing Rules currently in force as at the Latest Practicable Date. The New Share Option Scheme will become effective on the date that all conditions precedent referred to under the paragraph headed “Conditions precedent of the New Share Option Scheme” below are satisfied.

To the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the ordinary resolution to be proposed at the AGM approving the adoption of the New Share Option Scheme, save and except the Trustee who shall not vote on all of the resolutions to be presented at the AGM (as disclosed in paragraph headed “10. Voting by Poll at the AGM” in this circular).

As at the Latest Practicable Date, the Directors do not have any plan or intention to grant any Options under the New Share Option Scheme in the next 12 months after its becoming effective.

LETTER FROM THE BOARD

Conditions precedent of the New Share Option Scheme

The adoption of the New Share Option Scheme is conditional upon:

- (i) the passing of an ordinary resolution by the Shareholders at a general meeting of the Company to (i) approve and adopt the New Share Option Scheme, (ii) authorise the Board to grant Options under the New Share Option Scheme and (iii) authorise the Board to allot and issue Shares pursuant to the exercise of any Options to be granted under the New Share Option Scheme; and
- (ii) the Listing Committee of the Stock Exchange granting approval for the listing of and permission to deal in, any Shares on the Stock Exchange which may be issued by the Company in respect of all Options to be granted thereunder in accordance with the terms and conditions of the New Share Option Scheme.

An application has been made to the Stock Exchange for the approval for the listing of, and permission to deal in, the Shares to be issued pursuant to the exercise of the Options granted under the New Share Option Scheme.

Purpose of the New Share Option Scheme

The purpose of the New Share Option Scheme is to recognise the contribution or value of the Eligible Persons, to motivate the Eligible Persons to deliver consistent and better performance in future in serving the Group, and to provide incentives in aid of the Company and other members of the Group in retaining their existing Eligible Persons and recruiting additional Eligible Persons and providing them with a direct economic interest in attaining and furthering the long-term business objectives of the Group, with Options granted or potentially to be granted to the Eligible Persons.

Explanation of the terms of the New Share Option Scheme

A summary of the principal terms of the rules of the New Share Option Scheme is set out in **Appendix III** hereto this circular.

(a) Eligible Persons

Eligible Persons include Employee Participants only. The eligibility of each of the Eligible Persons shall be determined by the Board from time to time and on a case-by-case basis.

With respect to Employee Participants, the Board will consider, among others, their general working performance, time commitment (full-time or part-time), length of their service within the Group, working experience, individual contribution or potential contribution to the development and growth of the Group, responsibilities and/or employment conditions with reference to the prevailing market practice and industry standard.

LETTER FROM THE BOARD

The Board is of the view that the achievement of the everlasting business objectives of the Group depends on the continual contribution from the Employee Participants. The inclusion of the Employee Participants in the New Share Option Scheme aligns with the purpose of the New Share Option Scheme and the long-term interests of the Company and its Shareholders as a whole. INEDs, being members of the Board, play an important role in the governing body of the Company and contribute to the strategy and development of the Group. Therefore, they are included as Employee Participants (i.e. Eligible Persons) under the New Share Option Scheme, which also aligns with the purpose of the New Share Option Scheme.

(b) Scheme Mandate Limit and Share Option Scheme Mandate (Specific) Limit

As at the Latest Practicable Date, the Company has 319,575,100 Shares in issue. The total number of Shares which may be issued in respect of all options and awards to be granted under the New Share Option Scheme and any other share schemes must not in aggregate exceed 10% of the issued Shares as at the Effective Date (the “**Scheme Mandate Limit**”). Assuming that there is no change in the Shares in issue between the period from the Latest Practicable Date and the Effective Date, the maximum number of Shares that may be issued upon exercise of all options to be granted under the New Share Option Scheme and any other Share Schemes (including but not limited to the Amended Share Award Scheme) will be 31,957,510 Shares.

Further, the total number of Shares which may be issued in respect of all Options to be granted under the New Share Option Scheme only must not in aggregate exceed 3,195,751 Shares, i.e. 10% of the Scheme Mandate Limit, representing 1% of the issued Shares as at the Effective Date (the “**Share Option Scheme Mandate (Specific) Limit**”). In determining the size of the Share Option Scheme Mandate (Specific) Limit, the Board has taken into account the other employee incentive programme of the Company in place, the prevailing market practice and applicable regulatory guideline for use of deferred variable remuneration in share-linked instruments.

(c) Vesting Period

An Option shall not become vested unless the vesting period set out in the Option Offer relating to it has been met. Generally, an Option will vest with a minimum vesting period of 12 months from the date of granting the Option.

However, the Board may determine a shorter vesting period on Options granted to any Employee Participants if the Board and/or the Nomination and Remuneration Committee are of the view that there are certain instances where a strict 12-month vesting requirement would not be feasible or would not be fair to the holders of the Options, such as those set out in the paragraph headed “7. Vesting and Exercise of Options” in **Appendix III** to this circular.

LETTER FROM THE BOARD

The Board and the Nomination and Remuneration Committee are of the view that the shorter vesting period prescribed in the paragraph headed “7. Vesting and Exercise of Options” in **Appendix III** to this circular is in line with the market practice and is appropriate and aligns with the purpose of the New Share Option Scheme. The Board and/or the Nomination and Remuneration Committee will gain flexibility to tailor vesting conditions based on individual circumstances rather than relying solely on time-based vesting criteria. This provides the Company with greater adaptability in formulating remuneration strategies, which becomes particularly crucial in response to evolving market conditions and industry competition. It enables the Company to attract and retain top-tier talent, particularly in senior management positions that play a pivotal role in driving the Company’s long-term success.

(d) Performance Targets

The Board may specify performance targets that must be duly fulfilled by a Grantee before the Option may be vested to such Grantee. Subject to all applicable rules, laws and regulations, the performance targets will be determined by the Board in its absolute discretion. Such performance targets may include, among others, financial targets and management targets which shall be measurable and determinable based on (i) individual performance, (ii) performance of the Group and/or (iii) performance of business groups, business units, business lines, functional departments, projects and/or geographical areas managed by the Grantee, such as profit after tax of the Company in general, risk-adjusted return on regulatory capital of the relevant business division, performance appraisal etc. An Option will not be subject to any performance targets if none are set out in the related Option Offer.

The Board is of the view that the aforesaid will provide the Board with more flexibility in setting the terms and conditions of the Options and will facilitate the Board’s objective to offer meaningful incentives to attract and retain quality personnel that are valuable to the development of the Company and for the benefit of the Company and the Shareholders as a whole.

(e) Exercise Price

Grantees to whom Options are granted shall be entitled to subscribe for Shares at the Exercise Price as provided in the relevant Option Offers. The basis for determining the Exercise Price is in accordance with Rule 17.03E of the Listing Rules and is set out in further detail under paragraph headed “6. Exercise Price” in **Appendix III** to this circular.

The Board is of the view that such basis preserves the value of the Company and is in line with the purpose of the New Share Option Scheme by incentivising and encouraging Grantees to continue contributing to the growth of the Company.

LETTER FROM THE BOARD

(f) Clawback

All outstanding Options, whether vested or unvested, granted to a Grantee shall be clawed back under any of the circumstances under the paragraph headed “9. Clawback” in **Appendix III** to this circular, such as when the Grantee fails to fulfil the performance and vesting conditions of such Options, or when the performance measurement or result for determining the grant of the Options was based on data which is later proven to have been manifestly misstated or based on erroneous assumptions, unless the Board determines otherwise in its absolute discretion.

The Board is of the view that such mechanism ensures accountability for performances and facilitates better risk management of the Company, and is therefore in line with the purpose of the New Share Option Scheme.

7. AMENDMENT AND RESTATEMENT OF THE EXISTING SHARE AWARD SCHEME

Existing Share Award Scheme

The Existing Share Award Scheme was adopted by the Company on 9 September 2021 and was updated and amended on 30 March 2022 under which the Directors may at their discretion grant award shares to eligible participants as referred to in the Existing Share Award Scheme subject to the terms and conditions stipulated therein. The Existing Share Award Scheme is valid and effective unless and until terminated on the earlier of: (i) the Business Day immediately prior to the 10th anniversary date of the adoption date of the scheme; (ii) the date when an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company; and (iii) such date of early termination as determined by the Board, provided that such termination does not affect any awards granted prior to such termination.

Under the Existing Share Award Scheme, a total of 2,358,772 award shares were granted since its adoption, out of which (i) 377,200 award shares have a vesting period from 6 December 2022 to 6 December 2027; (ii) 848,782 award shares have a vesting period from 3 April 2023 to 3 April 2026; and (iii) 1,132,790 award shares have a vesting period from 3 April 2024 to 3 April 2027. Other than the abovesaid awards, the Board has no intention of granting any award shares under the Existing Share Award Scheme during the period from the Latest Practicable Date to the date of the AGM. The award shares granted, excluding 2,920 shares which were forfeited, shall continue to be valid and vest in accordance with the abovementioned vesting schedule.

LETTER FROM THE BOARD

Amendment and Restatement of the Existing Share Award Scheme

In view of the amendments to Chapter 17 of the Listing Rules effective from 1 January 2023 and to enable the Company to continue to grant share awards to Eligible Persons, the Company proposes to amend and restate the Existing Share Award Scheme. Pursuant to the Existing Share Award Scheme, the Company will, prior to the AGM, seek consent in writing of participants who have been granted awards under the Existing Share Award Scheme carrying not less than three-fourths in number of all shares underlying awards granted and held by the Trustee at the material time. An ordinary resolution will be proposed at the AGM to approve the amendment and restatement of the Existing Share Award Scheme. It is proposed that the Existing Share Award Scheme is to be amended and restated as the Amended Share Award Scheme subject to the approval of the Shareholders.

The Directors consider that it is in the best interests of the Company to adopt the Amended Share Award Scheme, given that the rules of the Amended Share Award Scheme have been prepared in compliance with the Listing Rules currently in force as at the Latest Practicable Date. The Amended Share Award Scheme will become effective on the date that all conditions precedent referred to under the paragraph headed “Conditions precedent of the Amended Share Award Scheme” below are satisfied.

To the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the ordinary resolution to be proposed at the AGM approving the adoption of the Amended Share Award Scheme. For the avoidance of doubt, the Trustee shall not vote on all of the resolutions to be presented at the AGM (as disclosed in paragraph headed “10. Voting by Poll at the AGM” in this circular).

As at the Latest Practicable Date, the Directors have intention to grant Awards under the Amended Share Award Scheme in the next 12 months upon its becoming effective to Eligible Persons. However, the identities of the potential Awardees and the expected size of the related Awards would be subject to variable business factors at the material time and are currently not finalized.

Conditions precedent of the Amended Share Award Scheme

The adoption of the Amended Share Award Scheme is conditional upon:

- (i) the passing of an ordinary resolution by the Shareholders at a general meeting of the Company to (i) approve the amendment and restatement of the Existing Share Award Scheme, (ii) authorise the Board to grant Awards under the Amended Share Award Scheme and (iii) authorise the Board to allot and issue, procure the transfer of and otherwise deal with the Award Shares in connection with the Amended Share Award Scheme; and

LETTER FROM THE BOARD

- (ii) the Listing Committee of the Stock Exchange granting approval for the listing of and permission to deal in, any Shares on the Stock Exchange which may be issued by the Company in respect of all Awards to be granted thereunder in accordance with the terms and conditions of the Amended Share Award Scheme.

An application has been made to the Stock Exchange for the approval for the listing of, and permission to deal in, the Shares to be issued in respect of all Awards granted under the Amended Share Award Scheme.

Purpose of the Amended Share Award Scheme

The purpose of the Amended Share Award Scheme is to recognise the contribution or value of the Eligible Persons, to motivate the Eligible Persons to deliver consistent and better performance in future in serving the Group, and to provide incentives in aid of the Company and other members of the Group in retaining their existing Eligible Persons and recruiting additional Eligible Persons and providing them with a direct economic interest in attaining and furthering the long-term business objectives of the Group, with Awards granted or potentially to be granted to the Eligible Persons.

Explanation of the terms of the Amended Share Award Scheme

A summary of the principal terms of the rules of the Amended Share Award Scheme is set out in **Appendix IV** hereto this circular.

(a) Eligible Persons

Eligible Persons include Employee Participants only. The eligibility of each of the Eligible Persons shall be determined by the Board from time to time and on a case-by-case basis.

With respect to Employee Participants, the Board will generally consider, among others, their general working performance, time commitment (full-time or part-time), length of their service within the Group, working experience, individual contribution or potential contribution to the development and growth of the Group, responsibilities and/or employment conditions with reference to the prevailing market practice and industry standard.

LETTER FROM THE BOARD

The Board is of the view that the achievement of long-term business objectives of the Group depends on the continual contribution of the Employee Participants. The inclusion of Employee Participants in the Amended Share Award Scheme aligns with the purpose of the Amended Share Award Scheme and the long term interests of the Company and its Shareholders as a whole. INEDs, being members of the Board, play an important role in the governing body of the Company and contribute to the strategy and development of the Group. Therefore, they are included as Employee Participants (i.e. Eligible Persons) under the Amended Share Award Scheme, which also aligns with the purpose of the Amended Share Award Scheme.

(b) Scheme Mandate Limit and Share Award Scheme Mandate (Specific) Limit

As stated in the paragraph headed “(b) Scheme Mandate Limit and Share Option Scheme Mandate (Specific) Limit” above, assuming that there is no change in the Shares in issue between the period from the Latest Practicable Date and the Effective Date, the Share Mandate Limit (i.e. the maximum number of Shares that may be issued in respect of Awards to be granted under the Amended Share Award Scheme and any other Share Schemes) will be 31,957,510 Shares.

Further, the total number of Shares which may be issued in respect of all Awards to be granted under the Amended Share Award Scheme only must not in aggregate exceed 28,761,759 Shares, i.e. 90% of the Scheme Mandate Limit, representing 9% of the issued Shares as at the Effective Date (the “**Share Award Scheme Mandate (Specific) Limit**”). In determining the size of the Share Award Scheme Mandate (Specific) Limit, the Board has taken into account the other employee incentive programme of the Company in place, the prevailing market practice and applicable regulatory guideline for use of deferred variable remuneration in share-linked instruments.

(c) Vesting Period

An Award shall not become vested unless the vesting period set out in the Award Letter relating to it has been met. Generally, an Award will vest with a minimum vesting period of 12 months from the date of granting the Award.

However, the Board may determine a shorter vesting period on the Award granted to any Employee Participants if the Board and/or the Nomination and Remuneration Committee are of the view that there are certain instances where a shorter vesting period on the Award granted would be appropriate, such as those set out in the paragraph headed “7. Vesting of Awards” in **Appendix IV** to this circular.

LETTER FROM THE BOARD

The Board and the Nomination and Remuneration Committee are of the view that the shorter vesting period prescribed in the paragraph headed “7. Vesting of Awards” in **Appendix IV** to this circular is in line with the market practice and is appropriate and aligns with the purpose of the Amended Share Award Scheme. The Board and/or the Nomination and Remuneration Committee will gain flexibility to tailor vesting conditions based on individual circumstances rather than relying solely on time-based vesting criteria. This provides the Company with greater adaptability in formulating remuneration strategies, which becomes particularly crucial in response to evolving market conditions and industry competition. It enables the Company to attract and retain top-tier talent, particularly in senior management positions that play a pivotal role in driving the Company’s long-term success.

If there occurs an event of change in control as set out in the paragraph headed “12. Takeover, Rights Issue, Open Offer, Scrip Dividend Scheme and other Scenarios – Change in control” in **Appendix IV** to this circular, unvested Awards will be immediately vested which may result in the actual vesting period of such Awards to be less than 12 months from the relevant date of grant. The Board is of the view that in such a merger or privatisation scenario, the Awardees should be entitled to participate in the transaction immediately and take the benefit of the then equity valuation of Group which they have contributed efforts to build up and achieve.

None of the Directors is a trustee of the Amended Share Award Scheme or has a direct or indirect interest in such trustee (if any).

(d) Performance Targets

The Board may specify performance targets that must be duly fulfilled by an Awardee before the Award may be vested to such Awardee. Subject to all applicable rules, laws and regulations, the performance targets will be determined by the Board in its absolute discretion. Such performance targets may include, among others, financial targets and management targets which shall be measurable and determinable based on (i) individual performance, (ii) performance of the Group and/or (iii) performance of business groups, business units, business lines, functional departments, projects and/or geographical areas managed by the Awardee, such as profit after tax of the Company in general, risk-adjusted return on regulatory capital of the relevant business division, performance appraisal, etc. An Award will not be subject to any performance targets if none are set out in the related Award Letter.

The Board is of the view that the aforesaid will provide the Board with more flexibility in setting the terms and conditions of the Awards and will facilitate the Board’s objective to offer meaningful incentives to attract and retain quality personnel that are valuable to the development of the Company and for the benefit of the Company and the Shareholders as a whole.

LETTER FROM THE BOARD

(e) Clawback

All outstanding Awards, whether vested or unvested, granted to an Awardee shall be clawed back under any of the circumstances under the paragraph headed “9. Clawback” in **Appendix IV** to this circular, such as when the Awardee fails to fulfil the performance and vesting conditions of such Awards, or when the performance measurement or result for determining the grant of the Awards was based on data which is later proven to have been manifestly misstated or based on erroneous assumptions, unless the Board determines otherwise in its absolute discretion.

The Board is of the view that such mechanism ensures accountability for performances and facilitates better risk management of the Company, and is therefore in line with the purpose of the Amended Share Award Scheme.

8. CLOSURE OF THE REGISTER OF SHAREHOLDERS

For determining Shareholders’ right to attend and vote at the AGM:

Latest time to lodge transfers	4:30 p.m. on 27 May 2024 (Monday)
Closure of Register of Shareholders (both days inclusive)	28 May 2024 (Tuesday) to 31 May 2024 (Friday)
Record date	31 May 2024 (Friday)
AGM	31 May 2024 (Friday)

For determining Shareholders’ entitlement to receive the proposed final dividend*:

Latest time to lodge transfers	4:30 p.m. on 6 June 2024 (Thursday)
Closure of Register of Shareholders (both days inclusive)	7 June 2024 (Friday) to 12 June 2024 (Wednesday)
Record date	12 June 2024 (Wednesday)
Expected final dividend payment date	20 June 2024 (Thursday)

*(*subject to Shareholders’ approval at the AGM)*

During the periods of the closure of the Register of Shareholders, no share transfers will be registered. For registration, all transfer documents accompanied by the relevant share certificates must be lodged with the Company’s share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong before the relevant latest time to lodge transfers.

Notice of the closure of Register of Shareholders has been given on Thursday, 28 March 2024 when the Company’s annual results in respect of the year ended 31 December 2023 were announced.

LETTER FROM THE BOARD

9. FORM OF PROXY

A form of proxy for use at the AGM is enclosed with the annual report and audited financial statements of the Company for the year ended 31 December 2023. Related form of proxy can also be downloaded from Dah Sing Bank's website (www.dahsing.com) or HKEX's website (www.hkexnews.hk). Whether or not you are able to attend the AGM, you are requested to complete and return the form of proxy to the Company's share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong in accordance with the instructions printed thereon not less than 48 hours before the time appointed for the holding of the AGM. Completion and return of the form of proxy will not preclude you from attending and voting in person at the AGM if you so wish. Should you attend and vote at the AGM in person, the form of proxy lodged with the Company is to be regarded as revoked.

10. VOTING BY POLL AT THE AGM

Pursuant to Rule 13.39(4) of the Listing Rules, all resolutions set out in the notice convening the general meeting shall be decided by poll. The Chairman of the AGM will demand a poll on each of the resolutions set out in the notice of the AGM in accordance with Article 67 of the Articles of Association.

Article 74 of the Articles of Association provides that on a poll, every Shareholder present in person or by proxy shall have one vote for every Share held by that Shareholder. An explanation of the detailed procedures of conducting a poll will be provided to the Shareholders at the AGM.

For the 1,149,640 shares pursuant to awards granted under the Existing Share Award Scheme which are held by the Trustee on behalf of the participants (representing approximately 0.36% of the total issued share capital of the Company as at the Latest Practicable Date), the Trustee will not vote on all of the resolutions to be presented at the AGM as it is restricted from exercising the voting rights attached to such Shares under the Existing Share Award Scheme.

11. DOCUMENTS ON DISPLAY

A copy of each of the New Share Option Scheme and the Amended Share Award Scheme will be published on the websites of HKEX (www.hkexnews.hk) and Dah Sing Bank (www.dahsing.com) for display for a period of not less than 14 days before the date of the AGM. In addition, such copies of the New Share Option Scheme and the Amended Share Award Scheme will be made available for inspection at the AGM.

LETTER FROM THE BOARD

12. RECOMMENDATION

The Directors believe that the proposals referred to above are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Shareholders to vote in favour of all resolutions to be proposed at the AGM.

13. ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in the following Appendices to this circular:

Appendix I : Explanatory Statement on Share Buy-back Mandate

Appendix II : Particulars of Directors subject to Re-election

Appendix III : Summary of the principal terms of the New Share Option Scheme

Appendix IV : Summary of the principal terms of the Amended Share Award Scheme

14. RESPONSIBILITY STATEMENT

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

The translation into Chinese language of this circular is for reference only. In case of any inconsistency, the English version shall prevail.

Yours faithfully,
For and on behalf of the Board of
Dah Sing Financial Holdings Limited
David Shou-Yeh Wong
Chairman

This is an explanatory statement and memorandum of the terms of the proposed Share buy-backs given to all the Shareholders relating to an ordinary resolution to approve the exercise by the Directors of the powers of the Company to buy back its own Shares (“**Share Buy-back Mandate**”) to be proposed at the AGM.

This explanatory statement contains the information required pursuant to Rule 10.06(1)(b) of the Listing Rules. Its purpose is to provide Shareholders with all the information reasonably necessary to enable them to make an informed decision as to whether or not to vote in favour of the resolution approving the Share Buy-back Mandate and it also forms the memorandum of the terms of the proposed Share buy-backs given under section 239(2) of the Companies Ordinance. Neither this explanatory statement nor the proposed Share Buy-back Mandate has any unusual features.

(i) Exercise of the Share Buy-back Mandate

Exercise in full of the Share Buy-back Mandate, on the basis of 319,575,100 Shares in issue as at the Latest Practicable Date and assuming no issue and/or buy-back of Shares before the AGM, could accordingly result in up to 31,957,510 Shares being bought back by the Company during the course of the period up to the conclusion of the next annual general meeting of the Company or the expiration of the period within which the next annual general meeting of the Company is required by the Companies Ordinance to be held or the revocation or variation of the authority by an ordinary resolution of the Shareholders in general meeting of the Company, whichever is the earliest.

(ii) Reasons for Share Buy-backs

The Board believes that it is in the best interests of the Company and the Shareholders to seek a general authority from Shareholders to enable the Directors to buy back Shares in the market. Share buy-backs will only be made when the Directors believe that such a buy-back will benefit the Company and the Shareholders. Such Share buy-backs may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the value of the net assets and/or earnings per Share.

(iii) Funding of Share Buy-backs

Share buy-backs must be funded out of funds legally available for the purpose in accordance with the laws of Hong Kong and the Articles of Association, being profits available for distribution and the proceeds of a new issue of Shares made for the purpose of the buy-back and it is envisaged that the funds required for any buy-back would be derived from such sources.

(iv) Impact on working capital or gearing position

There might be a material adverse impact on the working capital or gearing position of the Company (as compared with the position disclosed in the audited financial statements as at 31 December 2023) in the event that the Share Buy-back Mandate is exercised in full. However, the Directors do not propose to exercise the Share Buy-back Mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or the gearing levels which in the opinion of the Directors are from time to time appropriate for the Company.

(v) Disclosure of Interests – Directors

None of the Directors and, to the best of their knowledge having made all reasonable enquiries, their close associates (as defined in the Listing Rules) has any present intention, if the Share Buy-back Mandate is exercised, to sell any Shares to the Company.

(vi) Undertaking of the Directors

The Directors have undertaken to the Stock Exchange that they will exercise the power of the Company to make buy-backs pursuant to the Share Buy-back Mandate in accordance with the Listing Rules and the applicable laws of Hong Kong.

(vii) Effect of Takeovers Code

If as a result of a Share buy-back, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition for the purposes of the Takeovers Code. Under this circumstance, a Shareholder, or group of Shareholders acting in concert, depending on the level of increase of Shareholders' interest, could obtain or consolidate control of the Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code. The Directors are not aware of any Shareholder or group of Shareholders acting in concert who will become obliged to make a mandatory offer under the Takeovers Code as a result of a Share buy-back pursuant to the Share Buy-back Mandate, except that Mr. David Shou-Yeh Wong may be required to make a general offer if as a result of Share buy-back the percentage interest of Mr. Wong in the Company over a 12-month period is increased by more than 2%. As at the Latest Practicable Date, Mr. Wong is beneficially interested in 137,695,683 Shares, representing 43.09% of the total number of issued Shares. If the Share Buy-back Mandate is exercised in full, the percentage interest of Mr. Wong in the Company will be increased by 4.78% to 47.87%.

APPENDIX I EXPLANATORY STATEMENT ON SHARE BUY-BACK MANDATE

The Directors confirmed that they have no present intention to buy back any Shares under the Share Buy-back Mandate to such an extent which will result in an obligation for a shareholder to make a mandatory offer under Rule 26 of the Takeovers Code, if the Share Buy-back Mandate is approved by Shareholders at the AGM.

(viii) Share Buy-back made by the Company

There have been no Share buy-backs by the Company in the previous 6 months immediately preceding the Latest Practicable Date (whether on the Stock Exchange or otherwise).

(ix) Disclosure of Interests – Connected Persons

No core connected persons (as defined in the Listing Rules) of the Company have notified the Company that they have a present intention to sell Shares to the Company, or have undertaken not to do so, in the event that the Company is authorized to make Share buy-back.

(x) Share Prices

The highest and lowest prices at which the Shares were traded on the Stock Exchange during each of the previous 12 months up to the Latest Practicable Date were as follows:

Month	Highest HK\$	Lowest HK\$
2023		
April	20.70	19.66
May	21.90	19.40
June	20.60	18.06
July	19.70	18.42
August	19.38	16.92
September	17.78	16.20
October	18.34	16.38
November	18.00	16.04
December	16.42	15.02
2024		
January	16.42	15.16
February	17.00	15.40
March	18.88	15.78
1 to 18 April (Latest Practicable Date)	20.90	18.08

APPENDIX II PARTICULARS OF DIRECTORS SUBJECT TO RE-ELECTION

Pursuant to the Listing Rules, the particulars of the Directors who will retire at the AGM according to the Articles of Association and who are proposed to be re-elected at the AGM are provided below.

1. Mr. David Shou-Yeh Wong

Chairman

Mr. Wong, aged 83, was appointed as the Chairman of the Company in 1987. He is also the Chairman of Dah Sing Banking Group Limited (“**DSBG**”), Dah Sing Bank, Limited (“**DSB**”, a key operating subsidiary of the Company), Banco Comercial de Macau, S.A., Dah Sing Insurance Company Limited (formerly known as Dah Sing Insurance Company (1976) Limited) and Macau Insurance Company Limited. He was a member of the Nomination and Remuneration Committee (“**NRC**”) of the Company, DSBG and DSB until December 2023. Mr. Wong is the Honorary President of Guangdong Chamber of Foreign Investors. He was the Vice President of The Hong Kong Institute of Bankers. He holds a Bachelor of Science degree in Electrical Engineering from Massachusetts Institute of Technology and has over 60 years of experience in banking and finance. He is the father of Mr. Harold Tsu-Hing Wong, an Executive Director and the Group General Manager of the Company. He is a director of DSI Limited, DSI Group Limited and DSI Holding Limited, which are substantial shareholders of the Company within the meaning of Part XV of the SFO.

Save as disclosed above, Mr. Wong is not related to any Directors, senior management or substantial or controlling shareholders of the Company.

Mr. Wong has not entered into any service contract with the Company. His salary package is covered by a contract of employment which was determined with reference to the remuneration policy of the Group, the pay levels of comparable positions of peer institutions in banking and financial related businesses as well as the individual performance and contributions to the Group’s overall performance. Total emolument of Mr. Wong for the year ended 31 December 2023 was HK\$20,746,000 (all inclusive). Although Mr. Wong, being an Executive Director, has not been appointed for a specific term, he is subject to retirement by rotation and is eligible for re-election at the annual general meetings of the Company in accordance with the Articles of Association.

As at the Latest Practicable Date, Mr. Wong was interested in 137,695,683 shares of the Company, which comprised of (a) personal interests in 410,001 award shares of the Company awarded to him under the Existing Share Award Scheme; and (b) corporate interests in 137,285,682 shares of the Company held by a trustee of a family discretionary trust of which Mr. Wong is the settlor, and is deemed as interested in 1,045,626,955 shares of DSBG, a subsidiary of the Company, within the meaning under Part XV of the SFO.

2. Mr. Gary Pak-Ling Wang

Deputy Chief Executive

Mr. Wang, aged 63, was appointed as an Executive Director of the Company in 2001 and as Deputy Chief Executive of the Company in June 2017. Mr. Wang joined DSB as the Group Financial Controller in 1995 and was promoted as a Director in 1997, responsible for the overall financial management and control, operations and IT functions of the Group for a number of years. He was promoted as the Managing Director and Chief Executive of DSB in May 2011 and was re-designated as the Deputy Chief Executive and Alternate Chief Executive of DSB in August 2017. Mr. Wang is also a Director of DSBG, Banco Comercial de Macau, S.A. and Dah Sing Bank (China) Limited (“**DSB China**”). He was appointed as the Chairman of DSB China in November 2023 and a member of the NRC of the Company, DSBG and DSB in January 2024. Mr. Wang was the Group Chief Financial and Operating Officer of the Company, DSBG and DSB until June 2021. Mr. Wang is a qualified accountant, a Fellow of The Association of Chartered Certified Accountants of the U.K. and a member of the Hong Kong Institute of Certified Public Accountants. He holds a Bachelor of Social Sciences degree from The University of Hong Kong and has over 35 years of experience in financial management and banking.

Mr. Wang has not entered into any service contract with the Company. His salary package is covered by a contract of employment which was determined with reference to the remuneration policy of the Group, the pay levels of comparable positions of peer institutions in banking and financial related businesses as well as the individual performance and contributions to the Group’s overall performance. Total emolument of Mr. Wang for the year ended 31 December 2023 was HK\$6,740,000 (all inclusive). Although Mr. Wang, being an Executive Director, has not been appointed for a specific term, he is subject to retirement by rotation and is eligible for re-election at the annual general meetings of the Company in accordance with the Articles of Association.

Mr. Wang is not related to any Directors, senior management or substantial or controlling shareholders of the Company.

As at the Latest Practicable Date, Mr. Wang was interested in 168,858 shares of the Company, which comprised of personal interests in 168,858 award shares of the Company awarded to him under the Existing Share Award Scheme, and 2,884,691 shares of DSBG, a subsidiary of the Company, within the meaning under Part XV of the SFO, which comprised of (a) interests in 934,691 ordinary shares of DSBG; (b) interests in share options in respect of 450,000 underlying shares of DSBG granted under the share option scheme of DSBG; and (c) deemed interests in 1,500,000 notional underlying shares of DSBG relating to cash-settled share-based incentive options granted by DSBG.

3. Mr. Andrew Kwan-Yuen Leung

Independent Non-Executive Director

Mr. Leung, aged 73, was appointed as an Independent Non-Executive Director (“INED”) and a member of the NRC of the Company in December 2017 and May 2019 respectively. He was an INED of DSBG and DSB and a member of the NRC of DSBG (resigned in December 2017). Mr. Leung is the President of the Seventh Legislative Council of Hong Kong and a member of the Industrial (First) Functional Constituency of the Legislative Council of Hong Kong. He was the President of the Sixth Legislative Council of Hong Kong during 2016 to 2021. Mr. Leung is also the honorary president of the Federation of Hong Kong Industries, the honorary chairman of Textile Council of Hong Kong Limited and a fellow member of the Textiles Institute and the Clothing and Footwear Institute. He was a member of the 13th National Committee of the Chinese People’s Political Consultative Conference, a council member of the Hong Kong Trade Development Council and a director of The Hong Kong Mortgage Corporation Limited. Mr. Leung is an INED of China South City Holdings Limited, Wharf Real Estate Investment Company Limited and CN Innovations Holdings Limited.

Mr. Leung has not entered into any service contract with the Company nor is he appointed for a specific term, but he is subject to retirement by rotation and is eligible for re-election at the annual general meetings of the Company in accordance with the Articles of Association. The director’s fee of Mr. Leung is HK\$520,000 per annum. Such fee was determined with reference to the levels of director fees paid by peer institutions in banking and financial related businesses and the number of board committee(s) he serves as a member as well as the time involved in carrying out duties and responsibilities for the Group.

Mr. Leung is not related to any Directors, senior management or substantial or controlling shareholders of the Company. As at the Latest Practicable Date, Mr. Leung was not interested in any shares of the Company within the meaning under Part XV of the SFO.

4. Mr. Harold Tsu-Hing Wong

Group General Manager

Mr. Harold Wong, aged 54, was appointed as the Group General Manager of the Company in April 2011 and an Executive Director of the Company in January 2024. He is currently a Vice Chairman, Managing Director and Chief Executive of DSB. Mr. Wong joined DSB in 2000 and was appointed as an Executive Director in 2005 and a Vice Chairman in March 2010. Mr. Wong was appointed as the Managing Director and Chief Executive of DSB in August 2017. From April 2011 to June 2017, he was an Executive Director, Managing Director and Chief Executive of DSBG. He is a Director of DSB China, Banco Comercial de Macau, S.A., Dah Sing Insurance Company Limited (formerly known as Dah Sing Insurance Company (1976) Limited), Macau Insurance Company Limited and Macau Pension Fund Management

APPENDIX II PARTICULARS OF DIRECTORS SUBJECT TO RE-ELECTION

Company Limited. Mr. Wong is currently an Executive Committee Member of the Hong Kong Institute of Bankers, a Non-official member of the Industry Advisory Committee on Long Term Business established by the Insurance Authority and a Non-official Member of the Trade and Industry Advisory Board of the Trade and Industry Department. Mr. Wong holds a Master of Business Administration degree from Harvard University, U.S.A. and a Bachelor of Laws (Honours) degree from King's College, London, and is a qualified solicitor in England and Wales and in Hong Kong. Mr. Wong is a son of Mr. David Shou-Yeh Wong, the Chairman of the Boards of the Company, DSBG and DSB. He is a director of DSI Limited, DSI Group Limited and DSI Holding Limited, which are substantial shareholders of the Company within the meaning of Part XV of the SFO.

Save as disclosed above, Mr. Wong is not related to any Directors, senior management or substantial or controlling shareholders of the Company.

Mr. Wong has not entered into any service contract with the Company. His salary package is covered by a contract of employment which was determined with reference to the remuneration policy of the Group, the pay levels of comparable positions of peer institutions in banking and financial related businesses as well as the individual performance and contributions to the Group's overall performance. Total emolument of Mr. Wong for the year ended 31 December 2023 was HK\$24,840,000 (all inclusive). Although Mr. Wong, being an Executive Director, has not been appointed for a specific term, he is subject to retirement by rotation and is eligible for re-election at the annual general meetings of the Company in accordance with the Articles of Association.

As at the Latest Practicable Date, Mr. Wong was interested in 130,623,276 shares of the Company, which comprised of (a) personal interests in 3,621,471 ordinary shares of the Company; (b) personal interests in 412,618 award shares of the Company awarded to him under the Existing Share Award Scheme; (c) deemed interests in 400,000 notional underlying shares of the Company granted under the Company's cash-settled share-based incentive plan; and (d) deemed interests in 126,189,187 shares of the Company held by a trustee for a family discretionary trust pursuant to section 322 of the SFO.

Mr. Wong was also interested in 1,049,200,188 shares of DSBG, a subsidiary of the Company, within the meaning under Part XV of the SFO, which comprised of (a) personal interests in 1,038,545 ordinary shares of DSBG; (b) deemed interests in 2,700,000 notional underlying shares of DSBG granted under DSBG's cash-settled share-based incentive plan; and (c) deemed interests in 1,045,461,643 shares of DSBG held by the Company (by virtue of section 322 of the SFO).

Save as disclosed above, none of the retiring Directors to be re-elected have any information which is required to be disclosed under Rule 13.51(2) of the Listing Rules, nor are there any other matters relating to the re-election of the retiring Directors that need to be brought to the attention of the Shareholders.

The following is a summary of the principal terms of the New Share Option Scheme (hereinafter refer to as the “**Scheme**”). It does not form part of, nor is it intended to be part of the rules of the Scheme and it should not be taken as affecting the interpretation of the rules of the Scheme.

The capitalised terms as defined in this Appendix III shall be adopted in this Appendix III only.

1. Purpose, Duration and Administration of the Scheme

The purpose of the Scheme is to recognise the contribution or value of the Eligible Persons, to motivate the Eligible Persons to deliver consistent and better performance in future in serving the Group, and to provide incentives in aid of the Company and other members of the Group in retaining their existing Eligible Persons and recruiting additional Eligible Persons and providing them with a direct economic interest in attaining and furthering the long-term business objectives of the Group, with Options granted or potentially to be granted to the Eligible Persons.

Subject to the termination provision in the Scheme, the Scheme shall be valid and effective for a period of 10 years commencing on the Effective Date, after which period no further Option shall be granted. Subject to the foregoing, in all other respects, in respect of the Options remaining outstanding on the expiration of the 10-year period referred to in the Scheme, the provisions of the Scheme shall remain in full force and effect.

The Scheme shall be subject to the administration of the board of directors or a duly authorised committee thereof (the “**Board**”) in its absolute discretion in accordance with the terms of the Scheme, whose decision (save as otherwise provided in the Scheme) shall be final and binding on all parties. The authority or power to administer the Scheme generally and under any specific provision of the Scheme may be delegated by the Board to any person the Board considers appropriate on terms and conditions as the Board sees fit, provided that nothing in this sub-paragraph shall prejudice the Board’s power to revoke or modify such delegation at any time or derogate from the discretion rested with the Board. The Board shall have the power as stated in the Scheme subject to the Listing Rules and applicable laws and regulations. Without prejudice to the Board’s general authority or power of administration, the Board may from time to time appoint one or more administrator(s), who may be independent third-party contractor(s), to assist in the administration of the Scheme.

2. Conditions of the Scheme

The Scheme is conditional upon (a) the passing of an ordinary resolution by the Shareholders at a general meeting of the Company to approve and adopt the

Scheme, authorise the Board to grant Options under the Scheme and authorise the Board to allot and issue Shares pursuant to the exercise of any Options to be granted under the Scheme; and (b) the Listing Committee granting the approval for the listing of, and permission to deal in, any Shares on the Stock Exchange which may be issued by the Company in respect of all Options to be granted in accordance with the terms and conditions of the Scheme.

3. Who May Join

Eligible Persons include Employee Participants only. The Board shall be entitled to determine the eligibility of each of the Eligible Persons from time to time and on a case-by-case basis. With respect to Employee Participants, the Board will generally consider, among others, their general working performance, time commitment (full-time or part-time), length of their service within the Group, working experience, individual contribution or potential contribution to the development and growth of the Group, responsibilities and/or employment conditions with reference to the prevailing market practice and industry standard.

4. Grant of Options

Subject to the terms of the Scheme, the Board shall be entitled at any time within the period of 10 years commencing on the Effective Date to make an Option Offer to any Eligible Person as the Board may in its absolute discretion select to subscribe for such number of Shares as the Board may determine at the Exercise Price. The Board may in its absolute discretion specify such conditions as it thinks fit when making an Option Offer to an Eligible Person (including, without limitation, as to any performance criteria which must be satisfied by the Eligible Person and/or the Company and/or its Subsidiaries before an Option may be exercised, or the time or period when the right to exercise an Option in respect of all or some of the Shares the subject of the Option will vest, or the clawback mechanism for the Company to recover or withhold an Option granted to any Eligible Person), all of which may be imposed (or not imposed) either on a case-by-case basis or generally, provided that such conditions shall not be inconsistent with the Scheme or the relevant requirements under the applicable laws or the Listing Rules.

Each Option Offer shall be in writing in such form as the Board may prescribe and shall include the following matters:

- (a) the date on which that Option Offer is made to an Eligible Person (the “**Grant Date**”);
- (b) the date by which the relevant Eligible Person must accept the Option Offer;
- (c) the method for accepting the Option Offer and that an acceptance of the Option Offer must be accompanied by payment of the Option Price;

- (d) the Option Price is not refundable and shall not in any circumstances be, or be deemed to be, a part payment of the Exercise Price;
- (e) the maximum number of Shares to which the Option Offer relates;
- (f) the Exercise Price;
- (g) the Exercise Period;
- (h) the vesting date(s) on which the Option under the Option Offer will vest;
- (i) the performance target(s), if any, that must be duly fulfilled by the Grantee before the Option under the Option Offer may be vested to the Grantee. The Board may in respect of the Option Offer and subject to all applicable laws, rules and regulations determine such performance targets for the vesting of the Option under the Option Offer in its absolute discretion, such performance targets may include, among others, financial targets and management targets which shall be determined based on the (a) individual performance, (b) performance of the Group and/or (c) performance of business groups, business units, business lines, functional departments, projects and/or geographical areas managed by the Grantee. For the avoidance of doubt, an Option shall not be subject to any performance targets, criteria or conditions if none are set out in the related Option Offer;
- (j) any other conditions which must be satisfied before the Option under the Option Offer may be exercised; and
- (k) requirement of the relevant Eligible Person to undertake to hold the Option under the Option Offer on the terms on which it is granted and be bound by the provisions of the Scheme.

No Option Offer shall be made to, and no Option shall be capable of acceptance by, any Eligible Person: (a) during any period specified in Rule 17.05 of the Listing Rules; (b) in any circumstances which are prohibited under the Listing Rules, the SFO or where the requisite approval from any applicable regulatory authority has not been obtained or granted; (c) in any circumstances that any member of the Group will be required under applicable laws, rules or regulations to issue a prospectus or other offer document in respect of such Option or the Scheme, unless the Board determines otherwise; (d) where the grant of such Option would result in a breach of the Scheme Limit; and (e) (in case the Eligible Person is subject to the Model Code) during the periods or times in which the Eligible Person is prohibited from dealing in the Shares pursuant to the Model Code.

An Option Offer shall be deemed to have been accepted and the Option to which the Option Offer relates shall be deemed to have been granted and to have taken effect when the Company receives the duplicate of the Option Letter comprising acceptance of the Option Offer duly signed by the Grantee with the number of Shares in respect of which the Option Offer is accepted clearly stated therein, together with a remittance of the Option Price to the Company. Any Option Offer may be accepted in respect of all or less than the number of Shares in respect of which it is offered provided that it is accepted in respect of a board lot for dealing in the Shares on the Stock Exchange or an integral number thereof. To the extent that an Option Offer is not accepted within the time stated in the Option Offer for that purpose, it shall be deemed to have been irrevocably declined and upon which, the subject Option with respect to the declined Option Offer will lapse. An Option Offer may not be accepted by a person who ceases to be an Eligible Person after the Option Offer has been made.

5. Maximum Entitlements to Each Eligible Person and Options Granted to Certain Connected Persons

Sub-paragraphs under this paragraph 5 are subject to any waiver or ruling granted by the Stock Exchange, and may be amended by the Board to reflect any amendments made by the Stock Exchange after the Effective Date to the relevant provisions of the Listing Rules which these rules have been drafted to reflect as at the Effective Date. For the purposes of the sub-paragraphs under this paragraph 5, “**Relevant Shares**” means Shares issued and to be issued in respect of all options and awards granted under all Share Schemes (excluding any options and awards lapsed in accordance with the terms of the relevant Share Scheme) to the relevant Grantee in the 12-month period (or such other time period as may be specified by the Stock Exchange from time to time) up to and including the Grant Date of the relevant Option referred to hereto (as the case may be):

- (a) no Option shall be granted to any Eligible Person (“**Relevant Eligible Person**”), if it would result in the number of Relevant Shares exceeding 1% (or such other percentage which may be specified by the Stock Exchange from time to time) of the total number of Shares in issue at the relevant Grant Date, unless:
 - (i) such grant has been duly approved, in the manner prescribed by the relevant provisions of Chapter 17 of the Listing Rules, by ordinary resolution of the Shareholders in general meeting, at which the Relevant Eligible Person and his close associates (or associates if the Relevant Eligible Person is a connected person) abstained from voting;

- (ii) a circular regarding the grant has been despatched to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules; and
 - (iii) the number and terms (including the Exercise Price) of such Option are fixed before the general meeting of the Company at which the same are approved;
- (b) where an Option is to be granted to a Director, chief executive or substantial shareholder of the Company, or any of their respective associates, the grant shall not be valid unless it has been approved by the independent non-executive Directors, excluding any independent non-executive Director who is a prospective Grantee;
- (c) where an Option is to be granted to a substantial shareholder or an independent non-executive Director, or any of their respective associates, and the grant will result in the number of the Relevant Shares exceeding 0.1% (or such other percentage as may be specified by the Stock Exchange from time to time) of the total number of Shares in issue at the relevant Grant Date, such grant shall not be valid unless:
 - (i) a circular containing the details of the grant has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules (including, in particular, a recommendation from the independent non-executive Directors (excluding the independent non-executive Director who is the prospective Grantee of the Option) to the independent Shareholders as to voting); and
 - (ii) the grant has been approved by the Shareholders in general meeting (taken on a poll), at which the relevant Grantee, his associates and all core connected persons of the Company abstained from voting in favour. The Company must comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules;
- (d) where any change is to be made to the terms of any Option granted to a substantial shareholder of the Company or an independent non-executive Director, or any of their respective associates, and:
 - (i) such grant has been approved in accordance with the above provision; or
 - (ii) (where the grant was not subject to the above provision) as a result of such proposed change the grant would come to be subject to the above provision,

such change shall not be valid unless:

- (i) a circular regarding the change has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules; and
- (ii) the change has been approved by the Shareholders in general meeting (taken on a poll), at which the relevant Grantee, his associates and all core connected persons of the Company abstained from voting in favour. The Company must comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules.

6. Exercise Price

Subject to otherwise stated in the Scheme, the Exercise Price shall be a price determined by the Board and notified to an Eligible Person and shall be at least the higher of:

- (a) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the Grant Date, which must be a Business Day; and
- (b) the average closing price of the Shares as stated in the Stock Exchange's daily quotation sheets for the 5 Business Days immediately preceding the Grant Date.

7. Vesting and Exercise of Options

The Board may from time to time while the Scheme is in force and subject to all applicable laws, determine such vesting criteria, condition and/or period for any Option to be vested under the Scheme. Unless otherwise stated in the Scheme, an Option shall be vested after meeting the vesting period and the conditions set out in the Option Letter relating to it.

Each Option Offer will vest with a minimum vesting period of 12 months from the Grant Date of that Option during which that Option shall not become vested and exercisable, unless a shorter vesting period is specified by the Board under specific circumstances set out in the Scheme. The Board may determine a shorter vesting period on Options granted to any Employee Participants if the Board and/or the Nomination and Remuneration Committee deem appropriate under the following specific circumstances:

- (a) grants of "make whole" Options to new Employee Participants to replace share awards or share options such Employee Participants forfeited when leaving their previous employers;

- (b) grants to an Employee Participant whose employment is terminated due to death or disability or event of force majeure;
- (c) grants of Options which are subject to the fulfilment of performance targets;
- (d) grants of Options that are made in batches during a year for administrative or compliance reasons, which may include Options that should have been granted earlier but had to wait for a subsequent batch, in such cases, the date of vesting may be adjusted to take account of the time from which the Options would have been granted if not for such administrative or compliance requirements;
- (e) grants of Options with a mixed or accelerated vesting schedule such that the Options vest evenly over a period of 12 months; or
- (f) grants of Options with a total vesting and holding period of more than 12 months.

An Option may be exercised in whole or in part by the Grantee to whom the Option relates (or his personal representatives) at any time during the Exercise Period subject to the terms of grant of any Option and the provisions of the Scheme. Any partial exercise of the Option shall be in respect of such number of Shares as from time to time constituting a board lot for the purposes of trading Shares on the Stock Exchange. Furthermore, in scenarios listed below, the Exercise Period may be altered:

- (a) subject to paragraph 8 below, where the holder of an outstanding Option ceases to be an Eligible Person for any reason;
- (b) if a general offer by way of a take-over is made to all holders of Shares (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, the Grantee (or his personal representatives) shall be entitled to exercise the Option in full (to the extent not already exercised) or to the extent as notified by the Company at any time within such period as shall be notified by the Company;
- (c) if a general offer by way of a scheme of arrangement is made to all the holders of Shares and the scheme has been approved by the necessary number of holders of Shares at the requisite meetings, the Grantee (or his personal representatives) may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or to the extent specified in such notice;

- (d) in the event a notice is given by the Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Grantee (or his personal representatives) may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or to the extent specified in such notice; and
- (e) in the event of a compromise or arrangement, other than a scheme of arrangement contemplated in sub-paragraph (c) above, between the Company and its members or creditors being proposed in connection with a scheme for the reconstruction or amalgamation of the Company, the Grantee (or his personal representatives) may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option to its full extent or to the extent notified by the Company.

And provided further that the Board may in its discretion, subject always to the minimum vesting period requirement above, relax or waive any conditions imposed in relation to that Option or deem the right to exercise that Option to have been exercisable notwithstanding that according to the terms of that Option such right shall not have then been vested.

The Shares to be issued and allotted upon the exercise of an Option shall be subject to the Company's constitutional documents for the time being in force and shall rank *pari passu* in all respects with the fully-paid Shares in issue of the Company as at the date of allotment and will entitle the holders to participate in all dividends or other distributions declared or recommended or resolved to be paid or made in respect of a record date falling on or after the date of allotment. Any Share issued and allotted upon the exercise of an Option shall not carry voting rights until the name of the relevant Grantee has been duly entered on the register of members of the Company as a holder thereof.

8. Cessation of Employment and Other Events

Subject to the discretion of the Board, any outstanding unvested Options shall not lapse and shall continue to vest in accordance with the vesting schedule relating to such Options and the Grantee shall be able to exercise the Option at any time during the Exercise Period if a Grantee cease to be an Eligible Person due to the following reasons:

- (a) death;
- (b) retirement;

- (c) termination of employment or contractual engagement by reason of his permanent physical or mental disablement;
- (d) termination of employment or contractual engagement on compassionate grounds (e.g. ill-health); or
- (e) termination of employment or contractual engagement by reason of redundancy.

The Board or the Nomination and Remuneration Committee may from time to time determine, in its absolute discretion, to accelerate the vesting schedule of any outstanding unvested Options under exceptional circumstances such as on compassionate grounds for ill-health or incapacity or death-in-service.

Subject to the foregoing, in the event of the death of a Grantee:

- (a) where the Grantee was granted with Options which have been vested but not yet exercised in at the time of his death, the personal representatives of the Grantee may exercise such outstanding Options at any time during the Exercise Period; and
- (b) where the Grantee has outstanding unvested Options which have not lapsed at the time of his death, such Options shall continue to vest in accordance with vesting schedule relating to such Options and the personal representatives of the Grantee may exercise such Options when vested at any time during the Exercise Period.

Provisions outlined in this paragraph 8 will only apply if none of the events as specified in sub-paragraph 11(e) has arisen. If any of the events as specified in sub-paragraph 7(b) to (e) (referring to the scenarios where the Exercise Period may be altered) occurs, the Grantee or his personal representatives (as the case may be) may only so exercise his Options to the extent and within such of the various periods as respectively set out in the relevant provisions of the Scheme.

9. Clawback

Unless the Board determines otherwise at its absolute discretion, no further Options shall be granted to a Grantee and the outstanding Options, whether vested or unvested, granted to such Grantee shall be clawed back and shall lapse and not be exercisable accordingly under the following circumstances:

- (a) the Grantee has failed to fulfil the performance and vesting conditions of such Options;
- (b) the performance measurement or result for determining the grant of the Option(s) was based on data which is later proven to have been manifestly misstated or based on erroneous assumptions;

- (c) the Grantee is involved in serious misconduct, fraud, acceptance or solicitation of bribery, corruption, theft, leaking of trade and technical secrets, or other malfeasances;
- (d) the Grantee has violated any of the internal control policies of any member of the Group, the relevant laws and regulations of any applicable jurisdiction or the provisions of the articles of association of any member of the Group; or
- (e) the Grantee ceases to be an Eligible Person due to reasons specified in sub-paragraph 11(e).

The clawback arrangement under this paragraph 9 may also apply when past decisions or actions (or lack of the required or expected actions as reasonably expected for discharging responsibilities) made by a Grantee in previous years has caused a significant adverse business, financial or capital impact on any member of the Group, their respective risk profile, or on an individual business division's financial performance and internal control including potential risk concerns, and that such Grantee has to bear direct or functional responsibility.

Where an Option granted to any Grantee has been vested and already exercised at the time when such Option would have been subject to clawback under the Scheme if it had not been so exercised, the Grantee shall return to the Company, as determined by the Board at its sole and absolute discretion, either (a) the exact number of the Shares in respect of such Option so exercised, or (b) the monetary amount equivalent to the value of such Shares.

10. Transferability and Other Rights

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

Any actual or purported breach of this paragraph by a Grantee shall entitle the Company to cancel any outstanding Options or part thereof granted to such Grantee without incurring any liability on the part of the Company. For this purpose, a determination by the Board to the effect that a Grantee has or has not breached any of the foregoing shall be final, conclusive and binding on the Grantee.

The Options do not carry any right to vote in general meeting of the Company, or any right to transfer or any other rights, including those arising on the liquidation of the Company.

11. Lapse of Options

For the purpose of this paragraph 11, sub-paragraphs 7(a) to (e) refer to those related to the scenarios where the Exercise Period may be altered.

The right to exercise an Option (to the extent not already exercised) shall lapse and terminate immediately upon the earliest of:

- (a) the expiry of the Exercise Period;
- (b) the expiry of any of the periods referred to in sub-paragraphs 7(a), (b), (d) or (e);
- (c) subject to the scheme of arrangement referred to in sub-paragraph 7(c) becoming effective, the expiry of the period referred to in sub-paragraph 7(c);
- (d) subject to the sub-paragraph 7(d), the date of the commencement of the winding-up of the Company;
- (e) the date on which the Grantee (if he is an employee or a director of the Company or another member of the Group) ceases to be an Eligible Person by reason of the termination of his employment or directorship on the grounds that he has resigned, has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his debts or has committed any act of bankruptcy or has become insolvent or has made any arrangements or compromise with his creditors generally, or has been convicted of any criminal offence involving his integrity or honesty or on any other grounds on which an employer would be entitled to terminate his employment summarily. A determination of the Board or the board of directors of the relevant Subsidiary to the effect that the employment of that Grantee has or has not been terminated on one or more of the grounds specified above shall be conclusive and binding on that Grantee and, where appropriate, his personal representatives;
- (f) the date on which the Grantee commits a breach of relevant terms of the Scheme regarding prohibition on assignment and transfer of interests over his Options;
- (g) the date as determined by the Board on which the clawback arrangement specified in paragraph 9 above applies; and
- (h) subject to the terms of the Scheme, the date the Grantee ceases to be an Eligible Person for any other reason.

12. Scheme Limit

The total number of Shares which may be issued in respect of all options and awards to be granted under the Scheme and any other Share Schemes (i.e. the Scheme Mandate Limit) must not in aggregate exceed 31,957,510 of the Shares in issue, representing 10% of the issued Shares as at the Effective Date. Without limitation to the generality of and in addition to the foregoing, the total number of Shares which may be issued in respect of all Options to be granted under the Scheme only must not in aggregate exceed 3,195,751 Shares, i.e. 10% of the Scheme Mandate Limit, representing 1% of the issued Shares as at the Effective Date.

For the purposes of calculating the Scheme Mandate Limit and the Share Option Scheme Mandate (Specific) Limit, Shares which are the subject matter of any options or awards that have already lapsed in accordance with the terms of the relevant Share Scheme(s) will not be regarded as utilised; and Shares which are the subject of any options or awards that have been cancelled in accordance with the terms of the relevant Share Scheme(s) will be regarded as utilised.

The Scheme Mandate Limit may be refreshed by ordinary resolution of the Shareholders in general meeting every 3 years from the date of the Shareholders' approval for the last refreshment or, as the case may be, the Effective Date, provided that:

- (a) the Scheme Mandate Limit so refreshed shall not exceed 10% (or such other percentage as may from time to time be specified by the Stock Exchange) of the total number of issued Shares as at the date of such Shareholders' approval of the refreshment of the Scheme Mandate Limit; and
- (b) a circular regarding the proposed refreshment of the Scheme Mandate Limit has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules.

Further to the requirements set out above, any refreshment of the Scheme Mandate Limit within 3 years from the date of the Shareholders' approval for the last refreshment or, as the case may be, the Effective Date must be approved by the Shareholders in general meeting subject to the following provisions:

- (a) any controlling shareholder of the Company and its associates (or if there is no such controlling shareholder, the Directors (excluding independent non-executive Directors) and chief executive(s) of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting;

- (b) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules; and
- (c) the requirements under sub-paragraphs (a) and (b) above do not apply if the refreshment is made immediately after an issue of Shares by the Company to its Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of the Shares, rounded to the nearest whole Share.

For the avoidance of doubt, the Share Option Scheme Mandate (Specific) Limit shall be automatically refreshed as and when the corresponding Scheme Mandate Limit is refreshed.

The Company may seek separate approval from the Shareholders in general meeting for granting Options which will result in the Scheme Mandate Limit or the Share Option Scheme Mandate (Specific) Limit being exceeded, provided that:

- (a) the grant is only to Eligible Persons specifically identified by the Company before the approval is sought; and
- (b) a circular regarding the grant has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules and any other applicable laws and rules.

If the Company conducts any share consolidation or subdivision after the Scheme Mandate Limit or the Share Option Scheme Mandate (Specific) Limit has been approved by the Shareholders in general meeting, the maximum number of Shares that may be issued by the Company pursuant to the Scheme and all other Share Schemes under the unutilised Scheme Mandate Limit or the Share Option Scheme Mandate (Specific) Limit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share.

13. Cancellation and Redemption of Options

The Board is entitled in its absolute discretion at any time and from time to time cancel any Option in whole or part by giving notice in writing to the Grantee to whom the Option relates stating that such Option is thereby cancelled with effect from the date of such notice (the “**Cancellation Date**”).

Such right of cancellation shall continue to apply, notwithstanding that a Grantee may have exercised an Option relating to him in respect of particular Shares, until those Shares have been allotted and issued, provided that: (a) if the Board does so cancel an Option, the Option shall be deemed to have been cancelled in respect of those Shares immediately prior to the exercise thereof in respect of those Shares by the Grantee; and (b) the Company shall return to the Grantee the amount paid to the Company in respect of such exercise of an Option.

Where any Option is cancelled, the Grantee shall, subject as hereinafter provided, be entitled to receive a payment in cash to compensate him for such cancellation. Such amount of payment shall be calculated by reference to the number of Shares (the “**Applicable Shares**”) which would have been issued on full exercise of the unexercised portion of the Option or, in the case of cancellation in part, the number of Shares that are not to be issued as a result of such cancellation and valuing the same at the average closing price of the Shares as stated in the Stock Exchange’s daily quotations sheets for the 5 Business Days immediately preceding the Cancellation Date and deducting therefrom the aggregate amount which would have been payable for the Applicable Shares at the Exercise Price on exercise of such right, but so that (a) if the same shall result in a negative figure there shall be no entitlement to any such payment; and (b) if the Exercise Price is not the same for all the Applicable Shares, separate calculations shall be made in respect of each portion of the Applicable Shares for which the Exercise Price is the same, as if such right of cancellation had been exercised separately in respect of each such portion of Applicable Shares.

The payment provided in this paragraph 13 shall be made as follows:

- (a) such payment shall be made on the date on which the right to exercise the Option in respect of the Applicable Shares could (but for such cancellation) first have been exercised according to the terms thereof (that is to say, all conditions precedent to exercise have been met so that the Grantee would have been permitted to exercise the Option according to its terms) but in the event that such right could (but for such cancellation) have first been exercised in respect of part only of the Applicable Shares on one date and in respect of the balance on a subsequent date or dates, such payment shall be made by pro rata instalments on the dates on which such right could first have been exercised (but for such cancellation) in respect of the respective numbers of

Applicable Shares (and so that in the event the right to exercise the Option in respect of all or part of the Applicable Shares could not have been exercised as aforesaid within the relevant period for exercise according to the terms of the Option, there shall be no entitlement to any payment in respect thereof);

- (b) if the date on which the right to exercise the Option in respect of the Applicable Shares (or part of the Applicable Shares, as the case may be) could first be exercised shall have occurred, payment shall instead be made on the date which falls 7 days after the Cancellation Date; and
- (c) any such payment which is made shall be increased (subject to any withholding or deduction required by law) by an amount equal to interest thereon in respect of the period from the Cancellation Date to the date of payment at such rate not exceeding Dah Sing Bank, Limited's prime rate per annum as the Board may determine.

This paragraph 13 is subject to the following:

- (a) if, prior to any payment being made under this paragraph 13, the Grantee shall have ceased to be an Eligible Person (otherwise than in the circumstances set out in paragraph 8 above) or any other circumstances shall have occurred as a result of which the Option would have otherwise by then lapsed, the Grantee's entitlement to receive such payment or any further payment shall be cancelled and he will have no further right in respect thereof; and
- (b) the Board shall be entitled to vary, relax or waive the application of the provisions in this paragraph 13 in such manner as it may consider appropriate or expedient in any particular case, the general intent being that (taking account of any relaxation or waiver of conditions, restrictions or limitations of the Option referred to in the Scheme) no Grantee shall be entitled to receive payment (or interest thereon) in respect of any Applicable Shares in circumstances where he would not have been able to have subscribed for such Shares according to the terms of the Option and the Scheme if there had been no such cancellation.

In addition to the aforementioned rights of cancellation, the Company may cancel an Option granted but not exercised with the approval of the Grantee of that Option.

Options may be granted to an Eligible Person in place of his cancelled Options provided that there are available Scheme Mandate Limit and Scheme Mandate (Specific) Limit.

14. Reorganisation of Capital Structure

In the event of any alteration in the capital structure of the Company whilst any Option remains exercisable, arising from capitalisation issue, rights issue, sub-division or consolidation of the Shares or reduction of capital of the Company in accordance with legal requirements and requirements of the Stock Exchange, other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party, such corresponding alterations (if any) shall be made in: (a) the number of Shares subject to the Option so far as unexercised; (b) the Exercise Price for the Shares subject to the Option so far as unexercised; (c) the Shares to which the Option relates; and (d) the method of exercise of the Option, or any combination thereof as the Auditors or the independent financial adviser to the Company shall at the request of the Company certify in writing to the Board either generally or as regards any particular Grantee that the adjustments are in their opinion fair and reasonable provided that any such adjustments give a Grantee the same proportion of equity capital of the Company, rounded to the nearest whole Share, as to which that Grantee was previously entitled and the aggregate Exercise Price payable by that Grantee on the full exercise of his Options shall remain as nearly as possible the same (but not greater than) as it was before such event.

If there has been any alteration in the capital structure of the Company as referred to in this paragraph 14, the Company shall within 28 days after receipt of the Auditors' certificate or the certificate of the independent financial adviser to the Company, inform each Grantee of such alteration and of any adjustment to be made in accordance with the Auditors' certificate or the certificate of the independent financial adviser to the Company obtained by the Company for such purposes.

15. Disputes

Any dispute arising in connection with the Scheme shall be referred to the decision of the Auditors or the independent financial adviser to the Company who shall act as experts and not as arbitrators and whose decision shall be final and binding on the Company and the Grantees.

16. Alteration of the Scheme

Any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of the Grantees or prospective Grantees or of a material nature must be approved by the Shareholders in general meeting. Any other alterations to the provisions of the Scheme may be effected by the Board. No such alteration shall operate to affect adversely the terms of issue of any Option granted or agreed to be granted prior to such alteration except with the consent or sanction in writing of such majority of the Grantees as would be required of the Shareholders under the Articles of Association (or the equivalent constitutional documents of the Company for the time being) for a variation of the rights attached to the Shares. Any change to the authority of the Board in relation to any alteration of the terms of the Scheme shall not be valid unless approved by the Shareholders in general meeting.

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

17. Termination

The Company by ordinary resolution in general meeting or the Board may at any time terminate the operation of the Scheme and in such event no further Option will be offered or granted but in all other respects the provisions of the Scheme shall remain in full force and effect in respect of Options which are granted and remain unexpired immediately prior to the termination of the operation of the Scheme.

The Options which are granted and remain unexpired immediately prior to the termination of the operation of the Scheme shall continue to be valid and exercisable in accordance with the Scheme.

18. Other Condition

A Grantee shall not engage in personal hedging strategies or remuneration and liability related insurance to hedge his exposure in respect of any outstanding Options which have been granted to him but not yet vested.

The following is a summary of the principal terms of the Amended Share Award Scheme (hereinafter refer to as the “**Scheme**”). It does not form part of, nor is it intended to be part of the rules of the Scheme and it should not be taken as affecting the interpretation of the rules of the Scheme.

The capitalised terms as defined in this Appendix IV shall be adopted in this Appendix IV only.

1. Purpose, Duration and Administration of the Scheme

The purpose of the Scheme is to recognise the contribution or value of the Eligible Persons, to motivate the Eligible Persons to deliver consistent and better performance in future in serving the Group, and to provide incentives in aid of the Company and other members of the Group in retaining their existing Eligible Persons and recruiting additional Eligible Persons and providing them with a direct economic interest in attaining and furthering the long-term business objectives of the Group, with Awards granted or potentially to be granted to the Eligible Persons.

Subject to the termination provision in the Scheme (with details set out in paragraph 16 below), the Scheme shall be valid and effective for a period of 10 years commencing on the date the Existing Share Award Scheme was adopted by the Company (i.e. 9 September 2021) (the “**Award Period**”), after which period no further Award shall be granted. Subject to the foregoing, in all other respects, in respect of the unvested Award Shares outstanding on the expiration of the Award Period, the provisions of the Scheme shall remain in full force and effect.

The Scheme shall be subject to the administration of the board of Directors or a duly authorised committee thereof (the “**Board**”) in its absolute discretion in accordance with the terms of the Scheme and, where applicable, the Trust Deed, whose decision (save as otherwise provided in the Scheme) shall be final and binding on all parties. The authority or power to administer the Scheme generally and under any specific provision of the Scheme may be delegated by the Board to any person the Board considers appropriate on terms and conditions as the Board sees fit, provided that nothing in this sub-paragraph shall prejudice the Board’s power to revoke or modify such delegation at any time or derogate from the discretion rested with the Board. The Board shall have the power as stated in the Scheme subject to the Listing Rules and applicable laws and regulations. Without prejudice to the Board’s general authority or power of administration, the Board may from time to time appoint one or more administrator(s), who may be independent third-party contractor(s), to assist in the administration of the Scheme. The Board may also from time to time appoint one or more trustee(s) in respect of the grant, administration or vesting of any or all of the Awards.

2. Conditions of the Scheme

The Scheme is conditional upon (a) the passing of an ordinary resolution by the Shareholders at a general meeting of the Company to approve and adopt the Scheme, authorise the Board to grant Awards under the Scheme and authorise the Board to allot and issue, procure the transfer of or otherwise deal with the Award Shares in connection with the Scheme; and (b) the Listing Committee granting the approval for the listing of, and permission to deal in, any Shares on the Stock Exchange which may be issued by the Company in respect of all Awards to be granted in accordance with the terms and conditions of the Scheme.

3. Who May Join

Eligible Persons include Employee Participants only. The Board shall be entitled to determine the eligibility of each of the Eligible Persons from time to time and on a case-by-case basis. With respect to Employee Participants, the Board will generally consider, among others, their general working performance, time commitment (full-time or part-time), length of their service within the Group, working experience, individual contribution or potential contribution to the development and growth of the Group, responsibilities and/or employment conditions with reference to the prevailing market practice and industry standard.

4. Grant of Awards

Subject to the terms of the Scheme, the Board shall be entitled at any time within the Award Period to grant an Award to any Eligible Person as the Board may in its absolute discretion select at nil consideration. The Board may in its absolute discretion specify such conditions as it thinks fit when granting an Award to an Eligible Person (including, without limitation, as to any performance criteria which must be satisfied by the Eligible Person and/or the Company and/or its Subsidiaries before an Award may be vested, or the time or period when all or part of an Award will vest, or the clawback mechanism for the Company to recover or withhold an Award granted to any Eligible Person), all of which may be imposed (or not imposed) either on a case-by-case basis or generally, provided that such conditions shall not be inconsistent with any other terms and conditions of the Scheme or the relevant requirements under the applicable laws or the Listing Rules.

Each Award shall be in writing in such form as the Board may prescribe and shall include the following matters:

- (a) the date on which that the grant of the Award is made to an Eligible Person (the “**Grant Date**”);
- (b) the date by which the relevant Eligible Person must accept the Award;

- (c) the method for accepting the Award;
- (d) the number of Award Shares underlying the relevant Award;
- (e) the vesting date(s) on which the Award Shares (or the cash proceeds of sale thereof) will vest;
- (f) specify the performance target(s), if any, that must be duly fulfilled by the Awardee of the Award before the Award may be vested. The Board may in respect of the Award and subject to all applicable laws, rules and regulations determine such performance targets for the vesting of the Award under the Award Letter in its absolute discretion, such performance targets may include, among others, financial targets and management targets which shall be determined based on (a) individual performance, (b) performance of the Group and/or (c) performance of business groups, business units, business lines, functional departments, projects and/or geographical areas managed by the Awardee. For the avoidance of doubt, an Award shall not be subject to any performance targets, criteria or conditions if none are set out in the related Award Letter;
- (g) any other conditions which must be satisfied before the Award may be vested; and
- (h) require the relevant Awardee to undertake to hold the Award Shares under the Award Letter on the terms on which it is granted and be bound by the provisions of the Scheme.

No grant of any Award to any Eligible Person shall be made and no instruction shall be given to the Trustee with respect to the grant of an Award or to deal with any Shares under the Scheme: (a) during any period specified in Rule 17.05 of the Listing Rules; (b) during the period of 30 days after any share buy-back by the Company by any Shares, whether on the Stock Exchange or otherwise, unless there are circumstances of the Company that fall within the exceptions under the Listing Rules; (c) in any circumstances which are prohibited under the Listing Rules, the SFO or where the requisite approval from any applicable regulatory authority has not been obtained or granted; (d) in any circumstances that any member of the Group will be required under applicable laws, rules or regulations to issue a prospectus or other offer document in respect of such Award or the Scheme, unless the Board determines otherwise; (e) where the grant of such Award would result in a breach of the Scheme Limit; and (f) (in case the Eligible Person is subject to the Model Code) during the periods or times in which the Eligible Person is prohibited from dealing in the Shares pursuant to the Model Code.

The Award to which an Award Letter relates shall be deemed to have been accepted, granted and taken effect when the Company receives the duplicate of the Award Letter comprising acceptance of the Award duly signed by the Awardee with the number of Award Shares in respect of which the Award is accepted clearly stated therein. Any Award may be accepted in respect of all or less than the number of Award Shares underlying the Award provided that it is accepted in respect of a board lot for dealing in the Shares on the Stock Exchange or an integral number thereof. To the extent that an Award is not accepted within the time stated in the Award Letter for that purpose, it shall be deemed to have been irrevocably declined and upon which, the Award will lapse and the related Award Shares will not be regarded as utilised for the purpose of calculating the Scheme Limit. An Award may not be accepted by a person who ceases to be an Eligible Person after the Award has been made.

As soon as practicable after the grant of an Award to an Awardee, the Company shall notify the Trustee of the details of the Awardee and the Award.

5. Maximum entitlements to each Eligible Person and Awards granted to certain connected persons

Sub-paragraphs under this paragraph 5 are subject to any waiver or ruling granted by the Stock Exchange, and may be amended by the Board to reflect any amendments made by the Stock Exchange after the Effective Date to the relevant provisions of the Listing Rules which these rules have been drafted to reflect as at the Effective Date. For the purposes of this paragraph, “**Relevant Shares**” means Shares issued and to be issued in respect of all options and awards granted under all Share Schemes (excluding any options and awards lapsed in accordance with the terms of the relevant Share Scheme) to the relevant Awardee in the 12-month period (or such other time period as may be specified by the Stock Exchange from time to time) up to and including the Grant Date of the relevant Award referred to hereto (as the case may be):

- (a) no Award shall be granted to any Eligible Person (“**Relevant Eligible Person**”), if it would result in the number of Relevant Shares exceeding 1% (or such other percentage which may be specified by the Stock Exchange from time to time) of the total number of Shares in issue at the relevant Grant Date, unless:
 - (i) such Award has been duly approved, in the manner prescribed by the relevant provisions of Chapter 17 of the Listing Rules, by ordinary resolution of the Shareholders in general meeting, at which the Relevant Eligible Person and his close associates (or associates if the Relevant Eligible Person is a connected person) abstained from voting;

- (ii) a circular regarding the Award has been despatched to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules; and
 - (iii) the number and terms of such Award are fixed before the general meeting of the Company at which the same are approved;
- (b) where an Award is to be granted to a director, chief executive or substantial shareholder of the Company, or any of their respective associates, the Award shall not be valid unless it has been approved by the independent non-executive Directors, excluding any independent non-executive Director who is a prospective Awardee;
- (c) where an Award is to be granted to a Director (other than an independent non-executive Director) or a chief executive of the Company, or any of their respective associates, and the Award will result in the number of the Relevant Shares (insofar as they relate to awards granted under all Share Schemes only, and excluding those related to options) exceeding 0.1% (or such other percentage as may be specified by the Stock Exchange from time to time) of the total number of Shares in issue at the relevant Grant Date, such Award shall not be valid unless:
 - (i) a circular containing the details of the grant has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules (including, in particular, a recommendation from the independent non-executive Directors to the independent Shareholders as to voting); and
 - (ii) the Award has been approved by the Shareholders in general meeting (taken on a poll), at which the relevant Awardee, his associates and all core connected persons of the Company abstained from voting in favour. The Company must comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules;
- (d) where an Award is to be granted to a substantial shareholder or an independent non-executive Director, or any of their respective associates, and the Award will result in the number of the Relevant Shares exceeding 0.1% (or such other percentage as may be specified by the Stock Exchange from time to time) of the total number of Shares in issue at the relevant Grant Date, such Award shall not be valid unless:
 - (i) a circular containing the details of the grant has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules

(including, in particular, a recommendation from the independent non-executive Directors (excluding the independent non-executive Director who is the prospective Awardee) to the independent Shareholders as to voting); and

- (ii) the Award has been approved by the Shareholders in general meeting (taken on a poll), at which the relevant Awardee, his associates and all core connected persons of the Company abstained from voting in favour. The Company must comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules;
- (e) where any change is to be made to the terms of any Award granted to a Director or a chief executive or substantial shareholder of the Company, or any of their respective associates, and:
- (i) such Award has been approved in accordance with the above provision; or
 - (ii) (where the Award was not subject to the above provision) as a result of such proposed change the Award would come to be subject to the above provision,

such change shall not be valid unless:

- (i) a circular regarding the change has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules; and
- (ii) the change has been approved by the Shareholders in general meeting (taken on a poll), at which the relevant Awardee, his associates and all core connected persons of the Company abstained from voting in favour. The Company must comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules.

6. Acquisition of Shares by the Trustee

The Company may from time to time acting through the Board, pay the necessary funds (the “**Reference Amount**”) and instruct the Trustee to purchase Shares on-market and/or subscribe for new Shares from the Company. The Trustee shall, in accordance with the provisions of the Scheme, apply the Reference Amount within the specified time.

The balance of the Reference Amount shall be refunded in whole or in part by the Trustee to the Company as soon as practicable as the Company may request in writing within 30 days of the date of settlement of the relevant acquisition of Shares.

Any balance of the Reference Amount not so refunded to the Company shall be deemed as cash income of the Trust Fund. The Shares or Further Shares (as the case may be) so acquired shall be allocated to each Awardee at such time, in such quantity and with such vesting conditions as the Board may from time to time determine and as the Board may from time to time notify to the Trustee in writing accordingly. No fractional Shares will be allocated to any Awardee. Shares which are not so allocated shall be deemed as Returned Shares for the purposes of the Scheme. Any or all of the Shares so acquired by the Trustee shall form part of the corpus of the Trust Fund.

The Company shall instruct the Trustee whether or not to apply any Returned Shares to satisfy any grant of Awards made, and if (a) no Returned Shares is so applied or (b) the Returned Shares, as specified by the Company, are not sufficient to satisfy the Awards granted, the Company shall transfer the necessary funds in accordance with the provisions of the Scheme to the Trust and instruct the Trustee to purchase Shares through on-market transactions or to subscribe for new Shares, as the case may be.

The Company shall not instruct the Trustee to acquire Shares, where such action is prohibited under the Listing Rules, the SFO or other applicable laws, rules or regulations from time to time. Where such a prohibition causes non-compliance of the prescribed timing imposed by the provisions of the Scheme or the Trust Deed, such prescribed timing shall be treated as extended until as soon as practicable after the first Business Day on which the prohibition no longer prevents the relevant action.

The Trustee shall, during the subsistence of the Trust, apply the cash income of the Trust Fund towards: (a) firstly, the acquisition of Further Shares as specified by the Board; and (b) secondly, the payment of the fees, costs and expenses of the Trust, including without limitation all of the Trustee's fees reasonably incurred under the Trust. The Trustee shall hold such Further Shares upon trust for the benefit of all or one or more of the Awardees.

The Trustee shall, during the period from the adoption date of the Scheme and ending on the date on which all Awards have vested, lapsed, been forfeited or been cancelled and the Trustee has settled all of the outstanding vested Awards with the Awardees (or their personal representatives) pursuant to the provision of the Scheme and the Trust Deed (the "**Trust Period**"), hold the Award Shares upon trust for the benefit of all or one or more of the Awardees subject to the terms and conditions set out herein.

7. Vesting of Awards

The Board may from time to time while the Scheme is in force and subject to all applicable laws, determine such vesting criteria, condition and/or period for any Award to be vested hereunder. Unless otherwise stated in the Scheme, an Award shall be vested after meeting the vesting period and the conditions set out in the Award Letter relating to it.

For the purposes of the vesting of an Award, the Company shall direct and procure the Trustee to release from the Trust the relevant Award Shares (or the cash proceeds of sale thereof) to the Awardee of the Award by transferring the relevant number of Award Shares or by selling the relevant Award Shares on-market and transferring the cash proceeds of sale thereof (net of stamp duty, brokerage, Stock Exchange trading fee, SFC transaction levy and any other applicable costs) to the Awardee in such manner as determined by it from time to time. The Trustee shall only be obliged to transfer the relevant Award Shares to the relevant Awardees on vesting to the extent that such Award Shares are comprised in the Trust Fund.

The Company shall send the relevant Awardee a vesting notice prior to the vesting date. The Company shall forward a copy of the vesting notice to the Trustee and instruct the Trustee as to vesting of the relevant Award. Upon the receipt of the Company's instructions, the Trustee shall subject to receiving the requisite transfer document and/or completing the transfer, release and transfer the relevant Award Shares or sell the relevant Award Shares and transfer the cash proceeds thereof (as the case may be) to that Awardee.

Any stamp duty or other direct costs and expenses arising from the vesting and transfer of the Award Shares to and for the benefit of an Awardee shall be borne by the Company and/or the relevant member of the Group. Any stamp duty, costs and expenses arising on the sale of the Award Shares on the part of the Trustee for the purpose of vesting and transferring the cash proceeds thereof to an Awardee shall be borne by the Awardee, which will be deducted from the amount of the said cash proceeds receivable by the Awardee. All costs and expenses in relation to all dealings in or with the Award Shares after the due vesting and transfer of such Shares to an Awardee, including, any administration fee which may be levied by the Trustee for executing the Awardee's instruction to sell such Shares immediately after due vesting and transfer thereof, shall be borne by the Awardee and neither the Company, other members of the Group nor the Trustee shall be liable for any such costs and expenses.

Other than the stamp duty to be borne by the Company in accordance with the foregoing, all other taxes, duties, etc. arising out of or in connection with an Awardee's participation in the Scheme or in relation to his Awards thereunder (the "Taxes") shall be borne by the Awardee. Unless an Awardee satisfies the Trustee

and the Company that his obligations to bear the Taxes and/or indemnify the Trustee and all members of the Group against any liability on Taxes, the Trustee shall not be obliged to transfer any Award Share to the related Awardee notwithstanding the foregoing vesting procedures. The Trustee may reduce the number of the Awardee's Award Shares, sell Award Shares on-market, deduct or withhold from any payment to Awardee made under the Scheme or require the Awardee to remit an amount sufficient to satisfy any Taxes.

Each Award will vest with a minimum vesting period of 12 months from the Grant Date and ending on a Business Day during which that Award shall not become vested, unless a shorter vesting period is specified by the Board under specific circumstances set out in the Scheme. The Board may determine a shorter vesting period on Award granted to any Employee Participants if the Board and/or the Nomination and Remuneration Committee deem appropriate under the following specific circumstances:

- (a) grants of "make whole" Awards to new Employee Participants to replace share awards or share options such Employee Participants forfeited when leaving their previous employers;
- (b) grants to an Employee Participant whose employment is terminated due to death or disability or event of force majeure;
- (c) grants of Awards which are subject to the fulfilment of performance targets;
- (d) grants of Awards that are made in batches during a year for administrative or compliance reasons, which may include Awards that should have been granted earlier but had to wait for a subsequent batch, in such cases, the date of vesting may be adjusted to take account of the time from which the Awards would have been granted if not for such administrative or compliance requirements;
- (e) grants of Awards with a mixed or accelerated vesting schedule such that the Awards vest evenly over a period of 12 months; or
- (f) grants of Awards with a total vesting and holding period of more than 12 months.

8. Cessation of Employment and Other Events

If an Awardee ceases to be an Eligible Person by reason of:

- (a) death;
- (b) retirement;
- (c) termination of employment or contractual engagement by reason of his permanent physical or mental disablement;

(d) termination of employment or contractual engagement on compassionate grounds (e.g. ill-health); or

(e) termination of employment or contractual engagement by reason of redundancy,

any outstanding Award of the Awardee not yet vested shall, subject to the provisions specifically governing sub-paragraph 8(a) below and unless the Board determines otherwise in its absolute discretion, continue to vest in accordance with the vesting dates set out in the relevant Award Letter.

If an Awardee, being an employee or director of any member of the Group, ceases to be an Eligible Person by reason of his resignation, the termination of his employment or directorship on the grounds that he has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his debts, or has committed any act of bankruptcy, or has become insolvent, or has made any arrangements or compromise with his creditors generally, or has been convicted of any criminal offence involving his integrity or honesty, or on any other grounds on which an employer would be entitled to terminate his employment summarily, any outstanding Award of the Awardee not yet vested shall immediately lapse and the underlying Award Shares and cash proceeds of sale thereof shall be held as Returned Shares and cash income of the Trust Fund. A determination by the Board or the board of directors of the relevant Subsidiary to the effect that the employment of that Awardee has or has not been terminated on one or more of the grounds specified above shall be conclusive and binding on that Awardee and, where appropriate, his personal representatives.

If an Awardee ceases to be an Eligible Person for reasons other than above grounds, any outstanding Award not yet vested shall immediately lapse and the underlying Award Shares and cash proceeds of sale thereof shall be held as Returned Shares and cash income of the Trust Fund.

The Board or the Nomination and Remuneration Committee may from time to time determine, in its absolute discretion, to accelerate the vesting schedule of any outstanding Awards under exceptional circumstances such as on compassionate grounds for ill-health or incapacity or death-in-service.

In the event of the death of an Awardee:

(a) where the Awardee has any Award which is vested but unsettled at the time of his death, the Trustee shall hold for the personal representatives of the Awardee such vested Award upon trust, and settle such Award with the personal representatives in accordance the vesting procedures outlined in paragraph 7 within two years of the death of the Awardee (or such longer period as the Trustee and the Company shall agree from time to time);

- (b) where the Awardee has any Award which is unvested at the time of his death, the Trustee shall hold for the personal representatives of the Awardee such unvested Award upon trust, and upon vesting of the relevant Award in accordance with sub-paragraph (a) above, settle such Award with the personal representatives in accordance with the vesting procedures outlined in paragraph 7 within the following periods:
- (i) if the vesting takes place prior to the 2nd anniversary of the death of the Awardee, within two years of the death of the Awardee (or such longer period as the Trustee and the Company shall agree from time to time); or
 - (ii) if the vesting takes place on or after the 2nd anniversary of the death of the Awardee, as soon as practicable (or such longer period as the Trustee and the Company shall agree from time to time) after the vesting,

provided that if the Award referred to in this paragraph has been vested (hereinafter referred to as the “**Benefits**”) and so much thereof has not been transferred to the personal representatives of the deceased Awardee or applied under the foregoing powers within the aforesaid period or, if the Benefits would otherwise become *bona vacantia*, the Benefits shall lapse and cease to be transferable and the Award Shares and (if any) cash proceeds of sale thereof constituting such Benefits shall be held as Returned Shares and cash income of the Trust Fund, respectively, for the purposes of the Scheme. Notwithstanding the foregoing, the Benefits held upon the trusts hereof shall until transfer is made in accordance herewith be retained and may be invested and otherwise dealt with by the Trustee in every way as if they had remained part of the Trust Fund.

9. Clawback

Unless the Board determines otherwise at its absolute discretion, no further Awards shall be granted to an Awardee and the outstanding Awards, whether vested or unvested, granted to such Awardee shall be clawed back and shall lapse accordingly under the following circumstances:

- (a) the Awardee has failed to fulfil the performance and vesting conditions of such Awards;
- (b) the performance measurement or result for determining the grant of the Award(s) was based on data which is later proven to have been manifestly misstated or based on erroneous assumptions;

- (c) the Awardee is involved in serious misconduct, fraud, acceptance or solicitation of bribery, corruption, theft, leaking of trade and technical secrets, or other malfeasances;
- (d) the Awardee has violated any of the internal control policies of any member of the Group, the relevant laws and regulations of any applicable jurisdiction or the provisions of the articles of association of any member of the Group; or
- (e) the Awardee ceases to be an Eligible Person due to reasons specified in the Scheme.

The clawback arrangement under this paragraph 9 may also apply when past decisions or actions (or lack of the required or expected actions as reasonably expected for discharging responsibilities) made by an Awardee in previous years has caused a significant adverse business, financial or capital impact on any member of the Group, its respective risk profile, or on an individual business division's financial performance and internal control including potential risk concerns, and that such Awardee has to bear direct or functional responsibility.

Where an Award granted to any Awardee has been vested and the underlying Award Shares relating thereto transferred when such Award would have been subject to clawback if it had not been so transferred, the Awardee shall return to the Company, as determined by the Board at its absolute discretion, either (a) the exact number of such Award Shares, or (b) the monetary amount equivalent to the value of such Award Shares.

10. Transferability and Other Rights

An Award shall be personal to the Awardee to whom it is made and shall not be assignable nor transferable, and no Awardee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (whether legal or beneficial) in favour of any third party over or in relation to any of any Award.

Any actual or purported breach of this paragraph by an Awardee shall entitle the Company to cancel any outstanding Award or part thereof granted to that Awardee without incurring any liability on the part of the Company. For this purpose, a determination by the Board to the effect that an Awardee has or has not breached any of the foregoing shall be final, conclusive and binding on the Awardee.

The Awards do not carry any right to vote in general meeting of the Company, or any right to transfer or any other rights, including those arising on the liquidation of the Company.

11. Interest in the Assets of the Trust

An Awardee shall have only a contingent interest in his Award subject to the vesting thereof. An Awardee shall have no right in and to all or any of the Trust Fund until due vesting of the Award Shares upon which the Awardee shall be beneficially entitled to such Award Shares so vested. No instructions may be given by an Awardee to the Trustee in respect of his Award or any other Trust Fund and the Trustee shall not follow instructions given by the Awardee in respect of his Award or any other Trust Fund, except for the transfer and release of the relevant Award Shares (or the cash proceeds of sale thereof) in accordance with paragraph 7.

The Trustee may not exercise any voting rights in respect of any Shares held under the Trust, unless otherwise required by law to vote in accordance with the beneficial owner's instruction and such an instruction is given.

12. Takeover, Rights Issue, Open Offer, Scrip Dividend Scheme and other Scenarios***Change in control***

If there is an event of change in control of the Company by way of a merger, a privatisation of the Company by way of a scheme or by way of an offer, unvested Awards shall immediately vest in full or to the extent notified by the Company to the Awardees, in each case, on the date when such change of control event becomes or is declared unconditional and such date shall be deemed the vesting date and the vesting procedures as set out in paragraph 7 shall apply.

For the purpose of this paragraph, "**control**" shall have the meaning as specified in the Takeovers Code from time to time.

Open offer and rights issue

In the event the Company undertakes an open offer of new securities, the Trustee shall not subscribe for any new Shares. In the event of a rights issue, the Trustee shall sell such amount of the nil-paid rights allotted to it as is appropriate to the extent permissible by the prevailing market conditions and the net proceeds of sale of such rights shall be held as income of the Trust Fund.

Bonus warrants

In the event the Company issues bonus warrants of any Shares which are held by the Trustee, the Trustee shall not subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants and shall sell the bonus warrants created and granted to it to the extent permissible by the prevailing market conditions and the net proceeds of sale of such bonus warrants shall be held as income of the Trust Fund.

Scrip dividend

In the event the Company undertakes a scrip dividend scheme whereby the Trustee (as a Shareholder) may elect to receive dividends in scrip Shares or in other forms, the Trustee shall elect to receive the scrip Shares and such Shares will be held as Returned Shares.

Consolidation, sub-division, bonus issue and other distribution

In the event of any alteration in the capital structure of the Company whilst any Award remains unvested, arising from capitalisation issue, rights issue, sub-division or consolidation of the Shares or reduction of capital of the Company in accordance with legal requirements and requirements of the Stock Exchange or other event, other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party, such corresponding alterations (if any) shall be made in the number of Award Shares subject to the Awards so far as unvested and the Award Shares to which the Awards relate in such manner as the Board determines to be fair and reasonable in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Scheme for the Awardees.

The Board shall request the Auditors or the independent financial adviser to the Company to certify in writing to the Board either generally or as regards any particular Awardee that the adjustments contemplated by the immediately preceding paragraph are in their opinion fair and reasonable and confirm that such adjustments satisfy the requirements prescribed under the Listing Rules, save in the case of a capitalisation issue. Within 28 days after receipt of the Auditors' certificate or the certificate of the independent financial adviser to the Company, the Company shall inform each Awardee of such alteration and of any adjustment to be made. Any additional Shares attributable to the Award Shares held by the Trustee as a result of this adjustment shall be an accretion to such Award Shares and deemed to be a part of the Award, provided that all fractional shares shall be deemed as Returned Shares and shall not be transferred to the relevant Awardee on the relevant vesting date. The Company shall (a) provide such funds as may be required to enable the Trustee to purchase Shares on-market at the prevailing market price or (b) provide such directions on application of the Returned Shares or other funds in the Trust, in each case, so as to effect and implement the relevant adjustment.

In the event of other non-cash and non-scrip distribution made by the Company in respect of Shares held upon the Trust, the Trustee shall dispose of such distribution to the extent permissible by the prevailing market conditions and the net sale proceeds therefrom shall be deemed as the cash income of the Trust Fund.

13. Scheme Limit

The total number of Shares which may be issued in respect of all options and awards to be granted under the Scheme and any other Share Schemes (i.e. the Scheme Mandate Limit) must not in aggregate exceed 31,957,510 of the Shares in issue, representing 10% of the issued Shares as at the Effective Date. Without limitation to the generality of and in addition to the foregoing, the total number of Shares which may be issued in respect of all Awards to be granted under the Scheme only must not in aggregate exceed 28,761,759 Shares, i.e. 90% of the Scheme Mandate Limit, representing 9% of issued Shares as at the Effective Date.

For the purposes of calculating the Scheme Mandate Limit and the Share Award Scheme Mandate (Specific) Limit, Shares which are the subject matter of any options or awards that have already lapsed in accordance with the terms of the relevant Share Scheme(s) will not be regarded as utilised; and Shares which are the subject of any options or awards that have been cancelled in accordance with the terms of the relevant Share Scheme(s) will be regarded as utilised.

The Scheme Mandate Limit may be refreshed by ordinary resolution of the Shareholders in general meeting every 3 years from the date of the Shareholders' approval for the last refreshment or, as the case may be, the Effective Date, provided that:

- (a) the Scheme Mandate Limit so refreshed shall not exceed 10% (or such other percentage as may from time to time be specified by the Stock Exchange) of the total number of issued Shares as at the date of such Shareholders' approval of the refreshment of the Scheme Mandate Limit; and
- (b) a circular regarding the proposed refreshment of the Scheme Mandate has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules.

Further to the requirements set out above, any refreshment of the Scheme Mandate Limit within 3 years from the date of the Shareholders' approval for the last refreshment or, as the case may be, the Effective Date must be approved by the Shareholders in general meeting subject to the following provisions:

- (a) any controlling shareholder of the Company and its associates (or if there is no such controlling shareholder, the Directors (excluding independent non-executive Directors) and chief executive(s) of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting;

- (b) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules; and
- (c) the requirements under sub-paragraphs (a) and (b) above do not apply if the refreshment is made immediately after an issue of Shares by the Company to its Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of the Shares, rounded to the nearest whole Share.

For the avoidance of doubt, the Share Award Scheme Mandate (Specific) Limit shall be automatically refreshed as and when the corresponding Scheme Mandate Limit is refreshed.

The Company may seek separate approval from the Shareholders in general meeting for granting Awards which will result in the Scheme Mandate Limit or the Share Award Scheme Mandate (Specific) Limit being exceeded, provided that:

- (a) the grant is only to Eligible Persons specifically identified by the Company before the approval is sought; and
- (b) a circular regarding the grant has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules and any other applicable laws and rules.

If the Company conducts any share consolidation or subdivision after the Scheme Mandate Limit or the Share Award Scheme Mandate (Specific) Limit has been approved by the Shareholders in general meeting, the maximum number of Shares that may be issued by the Company pursuant to the Scheme and all other Share Schemes under the unutilised Scheme Mandate Limit or the Share Award Scheme Mandate (Specific) Limit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share.

14. Returned Shares

Any cancelled Award or part thereof and the underlying Award Shares and cash proceeds of sale thereof shall be held as Returned Shares and cash income of the Trust Fund, respectively, unless the Board determines otherwise in its absolute discretion.

The Trustee shall hold Returned Shares to be applied towards future Awards in accordance with the provisions hereof for the purpose of the Scheme. Any income derived from such Returned Shares shall be treated as income of the Trust Fund. When Shares have been deemed to be Returned Shares under the provisions of the Scheme, the Company shall notify the Trustee in writing of the number of Shares having been so deemed and the circumstances relating thereto accordingly. The Trustee shall, as soon as reasonably practicable upon being notified of the foregoing or upon request in writing of the Company, provide the Company a statement in writing showing an account of the Returned Shares held by the Trustee in such form and substance as may be agreed by the Company and the Trustee.

15. Alteration of the Scheme

Any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of the Awardees or prospective Awardees or of a material nature must be approved by the Shareholders in general meeting. Any other alterations to the provisions of the Scheme may be effected by the Board. No such alteration shall operate to affect adversely the terms of issue of any Award granted or agreed to be granted prior to such alteration except with the consent or sanction in writing of such majority of the Awardees as would be required of the Shareholders under the Articles of Association (or the equivalent constitutional documents of the Company for the time being) for a variation of the rights attached to the Shares. Any change to the authority of the Board in relation to any alteration of the terms of the Scheme shall not be valid unless approved by the Shareholders in general meeting.

The amended terms of the Scheme or the Awards must comply with Chapter 17 of the Listing Rules.

16. Termination

The operation of the Scheme shall be terminated on the earliest of (a) the expiry of the Award Period; (b) the date when an order for the winding up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, a solvent amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company); and (c) the date as determined by the Board or by the Company by ordinary resolution in general meeting. No further Award will be granted but in all other respects the provisions of the Scheme shall remain in full force and effect in respect of Awards which are granted and remain unexpired immediately prior to the termination of the operation of the Scheme. The Awards which are granted and remain unvested shall continue to be valid and vest in accordance with the vesting schedule as previously determined when the Awards were granted.

The Trustee shall hold the Trust Fund at the termination of the Scheme and shall continue to effect transfer of the Award Shares to the relevant Awardee pursuant to these rules as and when such Award Shares are or become vested.

Upon expiry of the Trust Period, the Trustee shall sell on-market or otherwise dispose of Shares and non-cash income remaining in the Trust Fund in accordance with the Scheme and remit or transfer the net proceeds of sale, the cash remaining in the Trust Fund and such other assets and property remaining in the Trust Fund (after making the appropriate deductions in respect of all disposal costs, liabilities and expenses properly incurred in accordance with its powers as set out in the Trust Deed) to the Company. For the avoidance of doubt, the Trustee may not transfer any Shares to the Company, nor may the Company otherwise hold any interest in Shares whatsoever (other than its interest in the proceeds of sale of such Shares pursuant to this paragraph).

17. Other Condition

An Awardee shall not engage in personal hedging strategies or remuneration and liability related insurance to hedge his exposure in respect of any outstanding Awards which have been granted to him but not yet vested.

NOTICE OF ANNUAL GENERAL MEETING



大新金融集團有限公司 DAH SING FINANCIAL HOLDINGS LIMITED

(Incorporated in Hong Kong with limited liability under the Companies Ordinance)

(Stock Code: 440)

NOTICE IS HEREBY GIVEN that an annual general meeting (“**AGM**”) of Dah Sing Financial Holdings Limited (the “**Company**”) will be held at Meeting Room S426-427 (Harbour Road Entrance), Hong Kong Convention and Exhibition Centre, 1 Expo Drive, Wan Chai, Hong Kong on Friday, 31 May 2024 at 4:00 p.m. for the purpose of considering and, if thought fit, passing (with or without modifications) the following resolutions of the Company:

As ordinary businesses:

1. To receive and adopt the audited financial statements together with the Report of the Directors and Independent Auditor’s Report for the year ended 31 December 2023.
2. To declare a final dividend for the year ended 31 December 2023.
3. To re-elect directors of the Company (the “**Directors**”)
 - (a) Mr. David Shou-Yeh Wong
 - (b) Mr. Gary Pak-Ling Wang
 - (c) Mr. Andrew Kwan-Yuen Leung
 - (d) Mr. Harold Tsu-Hing Wong
4. To fix the fees of the Directors for the year ended 31 December 2023.
5. To re-appoint PricewaterhouseCoopers as auditors of the Company and to authorize the Directors to fix their remuneration.

NOTICE OF ANNUAL GENERAL MEETING

As special businesses:

As special businesses, to consider and, if thought fit, pass with or without modifications the following resolutions as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

6. **“THAT:**

- (a) subject to the following provisions of this resolution and pursuant to section 141 of the Companies Ordinance (Cap 622, the laws of Hong Kong) (the **“Companies Ordinance”**), the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to allot, issue and deal with additional shares of the Company and to make or grant offers, agreements and options which might require the exercise of such power be and is hereby generally and unconditionally approved;
- (b) the approval in paragraph (a) of this resolution shall authorize the Directors during the Relevant Period to make or grant offers, agreements and options, which might require the exercise of such power after the end of the Relevant Period;
- (c) the total number of shares allotted, issued and dealt with or agreed conditionally or unconditionally to be allotted, issued and dealt with (whether pursuant to an option or otherwise) by the Directors pursuant to the approval in paragraph (a) of this resolution, otherwise than pursuant to (i) a Rights Issue (as hereinafter defined); or (ii) the exercise of options under any share option scheme or similar arrangement adopted by the Company for the grant or issue to the employees and directors of the Company and/or any of its subsidiaries and/or other eligible participants specified thereunder of options to subscribe for or rights to acquire shares of the Company; or (iii) an issue of shares upon the exercise of the subscription rights attaching to any warrants which may be issued by the Company; or (iv) an issue of shares of the Company as scrip dividend or similar arrangement in accordance with the articles of association of the Company; or (v) pursuant to any existing specific authority, shall not exceed 20% of the total number of shares of the Company in issue as at the date of the passing of this resolution and the said approval shall be limited accordingly; and
- (d) for the purpose of this resolution:

“Relevant Period” means the period from the passing of this resolution until whichever is the earliest of:

- (i) the conclusion of the next annual general meeting of the Company;

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- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Companies Ordinance to be held; and
- (iii) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting.

“Rights Issue” means an offer of shares open for a period fixed by the Directors to the holders of shares on the register of shareholders of the Company on a fixed record date in proportion to their then holdings of such shares (subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of, any recognized regulatory body or any stock exchange in any territory outside Hong Kong).”

7. **“THAT:**

- (a) subject to paragraph (b) of this resolution, the exercise by the Directors of the Company during the Relevant Period (as hereinafter defined) of all the powers of the Company to buy back shares of the Company on The Stock Exchange of Hong Kong Limited (**“Stock Exchange”**) or on any other stock exchange on which the shares of the Company may be listed and recognized by the Securities and Futures Commission and the Stock Exchange for this purpose, subject to and in accordance with all applicable laws and the requirements of the Rules Governing the Listing of Securities on the Stock Exchange (**“Listing Rules”**) or any other applicable stock exchange as amended from time to time, be and is hereby generally and unconditionally approved;
- (b) the total number of the shares which the Company is authorized to buy back pursuant to the approval in paragraph (a) of this resolution shall not exceed 10% of the total number of shares of the Company in issue as at the date of the passing of this resolution and the authority pursuant to paragraph (a) of this resolution shall be limited accordingly; and
- (c) for the purpose of this resolution:

“Relevant Period” means the period from the passing of this resolution until whichever is the earliest of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Companies Ordinance to be held; and

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- (iii) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting.”
8. **“THAT** conditional upon resolutions numbered 6 and 7 set out in this notice of annual general meeting being duly passed, the general mandate granted to the Directors to exercise the powers of the Company to allot, issue and deal with additional shares pursuant to resolution numbered 6 set out in this notice of annual general meeting be and is hereby extended by the addition to the total number of shares which may be allotted, issued and dealt with by the Directors pursuant to such general mandate of an amount representing the total number of shares bought back by the Company under the authority granted pursuant to resolution numbered 7 set out in this notice of annual general meeting, provided that such number of shares shall not exceed 10% of the total number of shares of the Company in issue as at the date of the passing of this resolution.”
9. **“THAT:**
- (a) subject to and conditional upon the Listing Committee of the Stock Exchange granting the approval for the listing of, and the permission to deal in, the ordinary shares of the Company which may be issued pursuant to the exercise of any options that may be granted under the new share option scheme of the Company (the **“New Share Option Scheme”**), a copy of which has been produced to the AGM and marked “A” and initialled by the chairman of the meeting, the New Share Option Scheme be and is hereby approved and adopted, and that the Directors be authorized to grant options thereunder and to allot and issue shares pursuant to the New Share Option Scheme and take all such steps as may be necessary or desirable to implement the New Share Option Scheme, including without limitation:
- (i) to administer or authorize such persons as may be delegated by the board of Directors (the **“Board”**) on terms and conditions as the Board sees fit to administer the New Share Option Scheme under which options will be granted to the eligible persons under the New Share Option Scheme to subscribe for the shares of the Company, including but not limited to determining and granting options in accordance with the terms of the New Share Option Scheme;
- (ii) to modify and/or amend the New Share Option Scheme from time to time provided that such modification and/or amendment comes into effect in accordance with the terms of the New Share Option Scheme subject to the Listing Rules;

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- (iii) to allot and issue from time to time such number of shares of the Company as may be required to be allotted and issued pursuant to the grant of the options under the New Share Option Scheme subject to the Listing Rules; and
- (iv) to consent, if it so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the New Share Option Scheme and subject to the Listing Rules;
- (b) the total number of shares of the Company which may be issued in respect of all awards and options to be granted under the New Share Option Scheme and any other share schemes of the Company will not exceed 10% of the total number of shares of the Company in issue as at the date of the approval of the New Share Option Scheme (the “**Scheme Mandate Limit**”);
- (c) within the Scheme Mandate Limit, the total number of shares of the Company which may be issued in respect of all options to be granted under the New Share Option Scheme only will not exceed 10% of the Scheme Mandate Limit; and
- (d) subject to and conditional upon the New Share Option Scheme becoming effective, the existing share option scheme of the Company which was adopted by the Company on 27 May 2015 be and is hereby terminated.”

10. “**THAT:**

- (a) subject to and conditional upon the Listing Committee of the Stock Exchange granting the approval for the listing of, and the permission to deal in, the ordinary shares of the Company which may be issued pursuant to the vesting of any awards that may be granted under the 2nd amended and restated share award scheme of the Company (the “**Amended Share Award Scheme**”), a copy of which has been produced to the AGM and marked “B” and initialled by the chairman of the meeting, the Amended Share Award Scheme be and is hereby approved and adopted, and that the Directors be authorized to grant awards thereunder and to allot and issue shares pursuant to the Amended Share Award Scheme and take all such steps as may be necessary or desirable to implement the Amended Share Award Scheme, including without limitation:
 - (i) to administer or authorize such persons as may be delegated by the Board on terms and conditions as the Board sees fit to administer the Amended Share Award Scheme under which awards will be granted to the eligible persons under the Amended Share Award Scheme to subscribe for the shares of the Company, including but not limited to determining and granting the awards in accordance with the terms of the Amended Share Award Scheme;

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- (ii) to modify and/or amend the Amended Share Award Scheme from time to time provided that such modification and/or amendment comes into effect in accordance with the terms of the Amended Share Award Scheme subject to the Listing Rules;
 - (iii) to allot and issue from time to time such number of shares of the Company as may be required to be allotted and issued, and to procure the transfer of and otherwise deal with the relevant shares of the Company pursuant to the grant of the awards under the Amended Share Award Scheme subject to the Listing Rules; and
 - (iv) to consent, if it so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the Amended Share Award Scheme and subject to the Listing Rules; and
- (b) subject to the passing of resolution no. 9, within the Scheme Mandate Limit, the total number of shares of the Company which may be issued in respect of all awards to be granted under the Amended Share Award Scheme only will not exceed 90% of the Scheme Mandate Limit.”

By Order of the Board
Dah Sing Financial Holdings Limited
Richard Tsung-Yung Li
Company Secretary

Hong Kong, 26 April 2024

Notes:

- (a) A shareholder of the Company entitled to attend and vote at the AGM is entitled to appoint one or, under particular case, more proxies to attend and vote on his behalf. A proxy needs not be a shareholder of the Company. **Shareholders or proxies who attend the AGM in person will each receive ONE souvenir as a token of the Company’s appreciation. If a shareholder is also appointed as proxy/proxies of other shareholder(s), or a proxy represents multiple shareholders, the number of souvenir each of the aforesaid shareholder or proxy will receive is limited to ONE.**
- (b) Where there are joint registered holders of any share, any one of such persons may vote at the AGM, either personally or by proxy, in respect of such shares as if he were solely entitled thereto, but if more than one of such joint holders are present at the AGM personally or by proxy, that one of the said persons so present whose name stands first on the register of shareholders of the Company shall, in respect of such share, be entitled alone to vote in respect thereof.

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- (c) The register of shareholders of the Company will be closed from Tuesday, 28 May 2024 to Friday, 31 May 2024 (both days inclusive), during which period no transfer of shares of the Company will be effected. As such, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's share registrar, Computershare Hong Kong Investor Services Limited, Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not later than 4:30 p.m. on Monday, 27 May 2024 for the purpose of determining shareholders' eligibility to attend and vote at the AGM.
- (d) A form of proxy for use at the AGM is enclosed.
- (e) In order to be valid, the instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed must be lodged at the Company's share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not less than 48 hours before the time appointed for holding of the AGM (or the adjourned meeting as the case may be).
- (f) Completion and return of the form of proxy will not preclude a shareholder from attending and voting in person at the AGM or any adjourned meeting, if he/she so wishes. If such shareholder attends and votes at the AGM, his/her form of proxy is to be regarded as revoked.
- (g) If you are a non-registered shareholder of the Company, i.e., your shares are held through an intermediary (for example, a bank, a custodian or a securities broker) or registered in the name of your nominee, you will not receive a form of proxy directly from the Company, and you have to give instructions to your intermediary/nominee to vote on your behalf. If you wish to attend, speak and vote at the AGM, you shall seek an authorization from your intermediary/nominee directly.
- (h) An explanatory statement on share buy-back mandate is set out in Appendix I to this circular; particulars of the Directors to be re-elected or elected (as the case may be) at the AGM are set out in Appendix II to this circular; a summary of the principal terms of the New Share Option Scheme for approval at the AGM is set out in Appendix III to this circular; and a summary of the principal terms of the Amended Share Award Scheme for approval at the AGM is set out in Appendix IV to this circular. All appendices form part of this notice.
- (i) The translation into Chinese language of this notice is for reference only. In case of any inconsistency, the English version shall prevail.
- (j) If Typhoon Signal no. 8 or above, or a "black" rainstorm warning is expected to be hoisted any time after 12 noon on the AGM date, the AGM will be postponed. The Company will publish an announcement on the websites of the Hong Kong Exchanges and Clearing Limited ("**HKEX**") (www.hkexnews.hk) and Dah Sing Bank (www.dahsing.com) to notify shareholders of the date, time and place of the rescheduled meeting.