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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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FORM 6-K

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REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16 UNDER  
THE SECURITIES EXCHANGE ACT OF 1934

For the month of May 2024

Commission file number: 001-41598

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**YS BIOPHARMA CO., LTD.**  
(Exact name of registrant as specified in its charter)

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**Building No. 2, 38 Yongda Road  
Daxing Biomedical Industry Park  
Daxing District, Beijing, PRC  
Tel: 010-89202086**  
(Address of Principal Executive Offices)

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Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F  Form 40-F

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## **EXTRAORDINARY GENERAL MEETING**

On May 2, 2024, the board of directors (the “Board”) of YS Biopharma Co., Ltd (the “Company”) approved the holding of an extraordinary general meeting of the Company (the “EGM”) on May 21, 2024, to approve, among other things, (i) a change of the Company’s name from YS Biopharma Co., Ltd. to LakeShore Biopharma Co., Ltd., (ii) the appointment of director candidates, and (iii) the adoption of the proposed 2024 Share Incentive Plan. The close of business on May 10, 2024 (Eastern Time) has been fixed as the record date of ordinary shares of the Company, par value \$0.00002 per share. Holders of record of the Company’s ordinary shares as of the record date shall be entitled to attend and vote at the EGM and any adjourned meeting thereof.

A copy of the notice of the EGM posted to the Company’s website, and a form of voting proxy for the EGM are included as Exhibit 99.2 and Exhibit 99.3, respectively, to this Current Report on Form 6-K (this “Current Report”) and incorporated herein by reference.

## **BOARD APPROVAL OF 2024 SHARE INCENTIVE PLAN**

To promote the success and enhance the value of the Company, on May 2, 2024, the Board approved the 2024 Share Incentive Plan (the “2024 Plan”), subject to the approval of the Company’s shareholders at the EGM.

Under the 2024 Plan, the maximum aggregate number of ordinary shares available for issuance (the “Award Pool”) shall initially be 5,713,064. The Award Pool will be increased on the first day of each fiscal year of the Company during the term of the 2024 Plan, commencing with the fiscal year beginning on April 1, 2025, by (i) an amount equal to 1% of the total number of ordinary shares issued and outstanding on the last day of the immediately preceding fiscal year, or (ii) such lesser number of ordinary shares as may be determined by the Board.

The above description of the material terms of the 2024 Plan is qualified in its entirety by reference to the Company’s 2024 Plan, which is included as Exhibit 99.5 to this Current Report and incorporated herein by reference.

## **APPOINTMENT OF INTERIM CHIEF EXECUTIVE OFFICER AND OTHER CHANGES IN MANAGEMENT**

On May 2, 2024, the Board approved the appointment of Mr. Dave Chenn as the Interim Chief Executive Officer of the Company, as well as the appointment of Dr. Hui Shao, the then-current Chief Executive Officer of the Company, as the Co-Chief Executive Officer and Chief Business Officer of the Company, each effective on May 2, 2024.

A copy of the press release including the biographic information about Mr. Chenn is included as Exhibit 99.1 to this Current Report and incorporated herein by reference.

## EXHIBITS

<b>Exhibit No.</b>	<b>Description</b>
99.1	<a href="#">Press Release – YS Biopharma to Hold Extraordinary General Meeting on May 21, 2024 and Announces the Appointment of Interim Chief Executive Officer</a>
99.2	<a href="#">Notice of Extraordinary General Meeting</a>
99.3	<a href="#">Form of Proxy for Extraordinary General Meeting</a>
99.4	<a href="#">Biographical Information of Director Candidates (included in Exhibit 99.3)</a>
99.5	<a href="#">2024 Share Incentive Plan (included in Exhibit 99.3)</a>

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**YS Biopharma Co., Ltd.**

By: /s/ Hui Shao

Name: Hui Shao

Title: Director and Chief Executive Officer

Date: May 7, 2024

**YS Biopharma to Hold Extraordinary General Meeting on May 21, 2024 and Announces the Appointment of Interim Chief Executive Officer**

GAITHERSBURG, Md., May 7, 2024 /PRNewswire/ -- YS Biopharma Co., Ltd. (Nasdaq: YS) (“YS Biopharma” or the “Company”), a global biopharmaceutical company dedicated to discovering, developing, manufacturing, and delivering new generations of vaccines and therapeutic biologics for infectious diseases and cancer, today announced that it will hold an Extraordinary General Meeting of the Company (the “EGM”) at the 35<sup>th</sup> Floor, Two Exchange Square, 8 Connaught Place, Central, Hong Kong, at 9:00 a.m. on May 21, 2024 (Hong Kong time), with an option for Zoom dial-in.

The close of business on May 10, 2024 (Eastern Time) has been fixed as the record date of ordinary shares of the Company, par value \$0.00002 per share. Holders of record of the Company’s ordinary shares as of the record date shall be entitled to attend and vote at the EGM and any adjourned meeting thereof. The purpose of the EGM is for the Company’s shareholders to approve several resolutions, including (i) a change of the Company’s name from YS Biopharma Co., Ltd. to LakeShore Biopharma Co., Ltd., (ii) the appointment of director candidates, and (iii) the adoption of the proposed 2024 Share Incentive Plan, among others.

In addition, the board of directors of the Company (the “Board”) has approved the appointment of Mr. Dave Chenn as the Interim Chief Executive Officer of the Company (the “Interim CEO”), as well as the appointment of Dr. Hui Shao, the then-current Chief Executive Officer of the Company, as the Co-Chief Executive Officer and Chief Business Officer of the Company, each effective on May 2, 2024.

Mr. Chenn has over two decades of exceptional leadership and tremendous management experience in the technology, finance, and healthcare industries, with a profound ability to drive innovation and business growth within these sectors. In 2018, he founded Oceanpine Capital (“Oceanpine”), an investment management firm which invests in innovative growth companies within the TMT and healthcare sectors in both China and the United States, also the leading investor in the Series B financing of YS Biopharma in 2021. Mr. Chenn currently serves as Chief Executive Officer and Managing Partner of Oceanpine. Prior to founding Oceanpine, in 2005, Mr. Chenn founded China Century Group, a Beijing-based multinational company that focuses on the technology, hospitality, healthcare, and finance sectors. He also founded several of China Century Group’s subsidiaries which operate in China, Southeast Asia, and the United States. Prior to founding China Century Group, Mr. Chenn spent five years working for Oracle at their Silicon Valley headquarters. Mr. Chenn also holds several councillorships and advisory positions. He is a Council Member and Advisory Board Member at the University of Chicago’s Booth School of Business, Vice Chairman of the Board of Directors of the Beijing Institute of Technology, and a Vice Chairman of China’s Green Energy Fund, among several other positions. Mr. Chenn has also been recognized for his philanthropic and entrepreneurial achievements, and been named a Top Ten Reformer of China’s Growth in 2017, an Innovation Leader of China’s Economy in 2016, one of China’s Top Ten Biopharma Investors in 2020, and one of China’s Top 50 Investors in 2020. Mr. Chenn holds an MBA from the University of Chicago’s Booth School of Business, and a BS from the Beijing Institute of Technology.

The Notice of the EGM and related form of proxy (collectively the “EGM Notice”), which sets forth the resolutions to be submitted to shareholder approval at the meeting, are available on the Company’s website at <https://investor.ysbiopharma.com/>. The EGM Notice contains the details of the Zoom dial-in and instructions on how to vote for the EGM.

**About YS Group**

YS Group is a global biopharmaceutical company dedicated to discovering, developing, manufacturing, and delivering new generations of vaccines and therapeutic biologics for infectious diseases and cancer. It has developed a proprietary PIKA<sup>®</sup> immunomodulating technology platform and a new generation of preventive and therapeutic biologics targeting Rabies, Coronavirus, Hepatitis B, Influenza, Shingles, and other virus infections. YS Biopharma operates in China, the United States, Singapore, and the Philippines, and is led by a management team that combines rich local expertise and global experience in the biopharmaceutical industry. For more information, please visit [investor.ysbiopharma.com](https://investor.ysbiopharma.com).

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## **Cautionary Statement Regarding Forward-Looking Statements**

This press release contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical or current fact included in this press release are forward-looking statements, including but not limited to statements regarding the expected growth of YS Biopharma, the development progress of all product candidates, the progress and results of all clinical trials, YS Biopharma’s ability to source and retain talent, and the cash position of YS Biopharma. Forward-looking statements may be identified by the use of words such as “estimate,” “plan,” “project,” “forecast,” “intend,” “will,” “expect,” “anticipate,” “believe,” “seek,” “target” or other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These statements are based on various assumptions, whether identified in this press release, and on the current expectations of YS Biopharma’s management and are not predictions of actual performance.

YS Biopharma cannot assure you the forward-looking statements in this press release will be accurate. These forward-looking statements are subject to a number of risks and uncertainties, including those included under the heading “Risk Factors” in the Post-effective Amendment No. 2 to the Company’s Registration Statement on Form F-1 filed with the SEC on January 23, 2024, and other filings with the SEC. There may be additional risks that YS Biopharma does not presently know or that YS Biopharma currently believes are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In light of the significant uncertainties in these forward-looking statements, nothing in this press release should be regarded as a representation by any person that the forward-looking statements set forth herein will be achieved or that any of the contemplated results of such forward-looking statements will be achieved. The forward-looking statements in this press release represent the views of YS Biopharma as of the date of this press release. Subsequent events and developments may cause those views to change. However, while YS Biopharma may update these forward-looking statements in the future, there is no current intention to do so, except to the extent required by applicable law. You should, therefore, not rely on these forward-looking statements as representing the views of YS Biopharma as of any date subsequent to the date of this press release. Except as may be required by law, YS Biopharma does not undertake any duty to update these forward-looking statements.

## **Investor Relations Contact**

Alyssa Li  
Director of Investor Relations  
Email: [ir@yishengbio.com](mailto:ir@yishengbio.com)

Robin Yang  
Partner, ICR, LLC  
Tel: +1 (212) 537-4035  
Email: [YSBiopharma.IR@icrinc.com](mailto:YSBiopharma.IR@icrinc.com)

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**YS Biopharma Co., Ltd. (the “Company”)**  
(Nasdaq: YS)

**Notice of Extraordinary General Meeting of the Company**  
**To be Held on May 21, 2024**  
(or any adjournment(s) or postponement(s) thereof)

Notice is hereby given that an Extraordinary General Meeting of the Company (the “EGM”) will be held at the 35th Floor, Two Exchange Square, 8 Connaught Place, Central, Hong Kong, on May 21, 2024 at 9:00 am Hong Kong time.

The EGM will occur via Zoom video conference call. Instructions for accessing the meeting are as follows:

Zoom dial-in details: Meeting URL:

<https://us02web.zoom.us/j/84391292458?pwd=UXhoejRhdzIzMDRhaIRWVBIWEM0QT09>

Meeting ID: 843 9129 2458

Passcode: 266656

Whether or not you plan to attend the EGM, we urge you to vote by proxy to ensure your vote is counted. You may still attend the EGM in person and vote at the meeting even if you have already voted by proxy.

- To vote in person, come to the EGM and we will give you a ballot when you arrive.
- To vote prior to the EGM, you may vote via the Internet or by completing and returning a proxy card as described below.
  - To vote through the Internet prior to the meeting, go to [www.cstproxyvote.com](http://www.cstproxyvote.com) and follow the instructions to submit your vote on an electronic proxy card. You will be asked to provide the Control Number from the proxy card if one was mailed to you. Votes submitted electronically over the Internet must be received by 11:59 p.m., Eastern Time, on May 20, 2024.
  - To vote by completing and returning a proxy card, complete and sign the enclosed form of proxy in accordance with the instructions printed on it and then send copies of it (together with any power of attorney or other authority under which it is signed or a notarially certified copy of that power or authority) by email to [ir@yishengbio.com](mailto:ir@yishengbio.com), marked for the attention of Alyssa Li, not later than 48 hours before the time for the holding of the EGM or adjourned EGM in accordance with the Articles of Association of the Company.

The EGM will be held for the purpose of considering and, if thought fit, passing and approving the following resolutions:

- 1 By a special resolution that, the name of the Company be and hereby is changed *from* YS Biopharma Co., Ltd. *to* LakeShore Biopharma Co., Ltd (the “**Proposed Change of Name**”), and that any one or more of the directors or the secretary of the Company be and is/are hereby authorized to do all such acts and things and execute all such documents as he/she/they may consider necessary, desirable or expedient for the purpose of or in connection with, the implementation of and giving effect to the Proposed Change of Name and to attend to any necessary registration and/or filing for and on behalf of the Company;
  - 2 By an ordinary resolution that, each of Dave Chenn, Chunyang Shao, Zengjun Xu, Thomas Xue and Adam Zhao, whose biographic information is included in Exhibit A to the form of proxy, be appointed as a director of the Company and that the registered office service provider of the Company be and hereby is authorized to update the Register of Directors and Officers of the Company to reflect the above appointments and to file the updated Register of Directors and Officers with the Registrar of Companies in the Cayman Islands;
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- 3 By an ordinary resolution that, the 2024 Share Incentive Plan in the form attached as Exhibit B to the form of proxy for shareholders and approved by the resolutions of the Board on May 2, 2024 be and hereby is approved and confirmed, and where necessary ratified in all respects:
- 4 By an ordinary resolution that, the resolutions passed at the extraordinary general meeting of the shareholders of the Company held on February 22, 2024 are hereby reaffirmed, ratified and confirmed in all respects;
- (i) Resolution 1: as an ordinary resolution, that the appointment of each of Haitao Zhao, Henry Chen, Pierson Yue Pan, Yuntao Cui, Jin Wang, Chunyuan (Brenda) Wu as a director of the Company is hereby reaffirmed, ratified and confirmed in all respects;
  - (ii) Resolution 2: as an ordinary resolution, that the Company is hereby authorized and directed to conduct an independent investigation of any alleged misconduct and/or illegal activities of the Company caused by or under the control of Mr. Yi Zhang, the former chairperson of the Company's Board of Directors;
  - (iii) Resolution 3: as an ordinary resolution, that the Company is hereby authorized and directed to take immediate actions to strengthen the Company's corporate governance and internal control and management as advised by counsel and other professionals; and
  - (iv) Resolution 4: as an ordinary resolution, that the Company is hereby authorized and directed to remove Mr. Yi Zhang from all positions with the Company and any subsidiaries of the Company, including without limitation as director, officer and/or legal representative.
- 5 By an ordinary resolution that, each director or officer of the Company be and is hereby authorized to take any and every action that might be necessary, appropriate or desirable to effect the foregoing resolutions as such director or officer, in his or her absolute discretion, thinks fit.

*[Signature continues on the following page]*



By order of the Board

/s/ Ajit Shetty

Ajit Shetty, Chairperson of the Board

Dated: May 7, 2024

Registered Office:  
c/o Maples Corporate Services Limited  
PO Box 309, Ugland House  
Grand Cayman  
KY1-1104  
Cayman Islands

\*A form of proxy has been included with this Notice.

## NOTES

### **IF YOU HAVE EXECUTED A STANDING PROXY, YOUR STANDING PROXY WILL BE VOTED AS INDICATED IN NOTE 2 BELOW, UNLESS YOU ATTEND THE EGM IN PERSON OR SEND IN A SPECIFIC PROXY.**

- 1 A proxy need not be a shareholder of the Company. A shareholder entitled to attend and vote at the EGM is entitled to appoint one or more proxies to attend and vote in his/her stead.
- 2 Any standing proxy previously deposited by a shareholder with the Company will be voted in favour of the resolutions to be proposed at the EGM unless revoked prior to the EGM or the shareholder attends the EGM in person or executes a specific proxy.
- 3 A form of proxy for use at the EGM is enclosed. Whether or not you propose to attend the EGM in person, you are strongly advised to vote via Internet by 11:59 p.m., Eastern Time, on May 20, 2024 or complete and sign the enclosed form of proxy in accordance with the instructions printed on it and then send copies of it (together with any power of attorney or other authority under which it is signed or a notarially certified copy of that power or authority) by email to [ir@yishengbio.com](mailto:ir@yishengbio.com), marked for the attention of Alyssa Li, not later than 48 hours before the time for the holding of the EGM or adjourned EGM in accordance with the Articles of Association of the Company. Returning the completed form of proxy will not preclude you from attending the EGM and voting in person if you so wish.
- 4 If two or more persons are jointly registered as holders of a share, the vote of the senior person who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of other joint holders. For this purpose seniority shall be determined by the order in which the names stand on the Company's register of shareholders in respect of the relevant shares.
- 5 A shareholder holding more than one share entitled to attend and vote at the EGM need not cast the votes in respect of such shares in the same way on any resolution and therefore may vote a share or some or all such shares either for or against a resolution and/or abstain from voting a share or some or all of the shares and, subject to the terms of the instrument appointing any proxy, a proxy appointed under one or more instruments may vote a share or some or all of the shares in respect of which he is appointed either for or against a resolution and/or abstain from voting.
- 6 One or more shareholders of the Company holding ordinary shares which carry in aggregate not less than one-third of all votes attaching to all shares in the capital of the Company in issue and entitled to vote at the EGM.

YOUR VOTE IS IMPORTANT. PLEASE VOTE TODAY.

2024

Vote by Internet – QUICK ★★ EASY
IMMEDIATE – 24 Hours a Day, 7 Days a Week or by Mail

YS BIOPHARMA CO., LTD.

We urge you to vote by proxy to ensure your vote is counted. You may still attend the meeting in person and vote at the meeting even if you have already voted by proxy.

INTERNET – www.cstproxyvote.com

Use the Internet to vote your proxy. Have your proxy card available when you access the above website. Follow the prompts to vote your shares. Votes submitted electronically over the Internet must be received by 11:59 a.m. on May 20, 2024 (Eastern Time).

MAIL – Mark, sign and date your proxy card and return it to us by email at ir@yishengbio.com as soon as possible and in any event no later than 48 hours before the time of the meeting or any adjourned meeting.

PLEASE DO NOT RETURN THE PROXY CARD IF YOU ARE VOTING ELECTRONICALLY.

▲ FOLD HERE • DO NOT SEPARATE • INSERT IN ENVELOPE PROVIDED ▲

FORM OF PROXY FOR SHAREHOLDERS

Please mark your votes like this X

I/We \_\_\_\_\_ Please Print Name(s)
of \_\_\_\_\_ Please Print Address(es)

being (a) the holder(s) of record at the close of business on May 10, 2024 (Eastern Time) of \_\_\_\_\_ ordinary shares, par value \$0.00002 per share, of YS Biopharma Co., Ltd. (the "Company"), respectively hereby appoint \_\_\_\_\_ of \_\_\_\_\_ or failing him/her the duly appointed chairman of the EGM (the "Chairman") as my/our proxy to vote for me/us and on my/our behalf at the Extraordinary General Meeting of the Company (the "EGM") to be held on May 21, 2024 at 9:00 a.m. (Hong Kong time) at the 35th Floor, Two Exchange Square, 8 Connaught Place, Central, Hong Kong and at any adjournment of the EGM. My proxy is instructed to vote on a poll or on a show of hands on the resolutions in respect of the matters specified in the Notice of the EGM as indicated below:

- 1. By a special resolution that the name of the Company be and hereby is changed from YS Biopharma Co., Ltd. to LakeShore Biopharma Co., Ltd (the "Proposed Change of Name"), and that any one or more of the directors or the secretary of the Company be and is/are hereby authorized to do all such acts and things and execute all such documents as he/she/they may consider necessary, desirable or expedient for the purpose of or in connection with, the implementation of and giving effect to the Proposed Change of Name and to attend to any necessary registration and/or filing for and on behalf of the Company. FOR AGAINST ABSTAIN
2. By an ordinary resolution that, each of Dave Chenn, Chunyang Shao, Zengjun Xu, Thomas Xue and Adam Zhao, whose biographic information is included in Exhibit A to the form of proxy, be appointed as a director of the Company and that the registered office service provider of the Company be and hereby is authorized to update the Register of Directors and Officers of the Company to reflect the above appointments and to file the updated Register of Directors and Officers with the Registrar of Companies in the Cayman Islands. FOR AGAINST ABSTAIN
3. By an ordinary resolution that, the 2024 Share Incentive Plan in the form attached as Exhibit B to the form of proxy for shareholders and approved by the resolutions of the Board on May 2, 2024 be and hereby is approved and confirmed, and where necessary ratified in all respects. FOR AGAINST ABSTAIN
4. By an ordinary resolution that, the resolutions passed at the extraordinary general meeting of the shareholders of the Company held on February 22, 2024, details of which are set out in the Notice of the EGM, are hereby reaffirmed, ratified and confirmed in all respects. FOR AGAINST ABSTAIN
5. By an ordinary resolution that, each director or officer of the Company be and is hereby authorized to take any and every action that might be necessary, appropriate or desirable to effect the foregoing resolutions as such director or officer, in his or her absolute discretion, thinks fit. FOR AGAINST ABSTAIN

1 If no number is inserted, this form of proxy will be deemed to relate to all the shares that you are the holder of record of at the close of business on May 10, 2024 (Eastern Time).

CONTROL NUMBER

[Empty box for control number]

Signature \_\_\_\_\_ Signature, if held jointly \_\_\_\_\_ Date \_\_\_\_\_, 2024

When Shares are held by joint tenants, both should sign. When signing as attorney, executor, administrator, trustee or guardian, please give full title as such. If a corporation, please sign in full corporate name by president or other authorized officer. If a partnership, please sign in partnership name by an authorized person.

2024

**Important Notice Regarding the Availability of Proxy Materials for the  
Extraordinary General Meeting of Shareholders to be held on May 21, 2024**

**This notice of meeting and the accompanying proxy statement are available at  
<https://www.cstproxy.com/> /2024**

Please indicate your voting preference by ticking, or inserting the number of shares to be voted for or against or to abstain, the boxes above in respect of each resolution. If you do not complete this section, your proxy will vote or abstain at his/her discretion, as he/she will on any other business that may be raised at the EGM.

You may instruct your proxy to vote some or all of the shares in respect of which the proxy is appointed either for or against any resolution and/or abstain from voting as such proxy need not cast the votes in respect of your shares in the same way on any resolution. In this case, please specify in the voting boxes above the number of shares in respect of which your proxy is to vote for or against or to abstain in respect of each resolution.

If you have appointed more than one proxy, please specify in the voting boxes above the number of shares in respect of which each proxy is entitled to exercise the related votes. If you do not complete this information, the first person listed above shall be entitled to exercise all the votes in relation to the relevant resolution. If you have appointed more than one proxy, the first person listed above shall be entitled to vote on a show of hands.

If you have appointed another proxy to vote on a show of hands in a separate form (in which case the proxy appointed in this form may not vote on a show of hands)

please tick this box:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

In the case of joint holders the senior holder (see note 4 below) should sign.

Please provide the names of all other joint holders: \_\_\_\_\_

▲ FOLD HERE • DO NOT SEPARATE • INSERT IN ENVELOPE PROVIDED ▲

**FOR THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS OF  
YS BIOPHARMA CO., LTD.**

**THIS PROXY FORM IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS**

**NOTES**

**IF YOU HAVE EXECUTED A STANDING PROXY, YOUR STANDING PROXY WILL BE VOTED AS INDICATED IN NOTE 2 BELOW, UNLESS YOU ATTEND THE EGM IN PERSON OR COMPLETE AND SEND IN THIS FORM APPOINTING A SPECIFIC PROXY.**

1. A proxy need not be a shareholder of the Company. A shareholder entitled to attend and vote at the EGM is entitled to appoint one or more proxies to attend and vote in his/her stead. Please insert the name of the person(s) of your own choice that you wish to be appointed proxy in the space provided, failing which the Chairman will be appointed as your proxy.
2. Any standing proxy previously deposited by a shareholder with the Company will be voted in favour of the resolutions to be proposed at the EGM unless revoked prior to the EGM or the shareholder attends the EGM in person or completes and returns this form appointing a specific proxy.
3. Whether or not you propose to attend the relevant meeting(s) in person, you are strongly advised to vote via Internet by **11:59 a.m. on May 20, 2024 (Eastern Time)**, or complete and return this form of proxy in accordance with these instructions. To be valid, this form must be completed and sent (together with any power of attorney or other authority under which it is signed or a notarially certified copy of that power or authority) by email to [ir@yishengbio.com](mailto:ir@yishengbio.com), marked for the attention of Alyssa Li, as soon as possible and in any event not later than 48 hours before the time of meeting or any adjourned meeting. Returning this completed form of proxy will not preclude you from attending the relevant meeting(s) and voting in person if you so wish.
4. If two or more persons are jointly registered as holders of a share, the vote of the senior person who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of other joint holders. For this purpose seniority shall be determined by the order in which the names stand on the Company's register of shareholders in respect of the relevant shares. The senior holder should sign this form, but the names of all other joint holders should be stated on the form in the space provided.
5. If this form is returned without an indication as to how the proxy shall vote, the proxy will exercise his/her discretion as to whether he/she votes and if so how.
6. This form of proxy is for use by shareholders only. If the appointor is a corporate entity this form of proxy must either be under its seal or under the hand of some officer or attorney duly authorised for that purpose.
7. Any alterations made to this form must be initialled by you.
8. A proxy may vote on a show of hands or on a poll.

**(Continued and to be marked, dated and signed, on the other side)**

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**Exhibit A**

**Biographical Information of Director Candidates**

*[See attached.]*

## Biographical Information of Director Candidates

### Dave Chenn

Dave Chenn is the CEO and managing partner of Oceanpine Capital. Prior to founding Oceanpine Capital in 2018, Mr. Chenn founded China Century Group, a large multinational company headquartered in Beijing, in the areas of technology, finance, energy, tourism and healthcare in major regions of China, Southeast Asia and United States starting from 2005. Prior to that, Mr. Chenn worked at Oracle's Silicon Valley headquarters for five years, as well as at McKinsey and Emerson Electric in Chicago.

Mr. Chenn also serves as a council member and a global advisory board member at The University of Chicago, Booth Business School; trustee of Culver Academies, Culver, Indiana; Vice Chairman of China Green Energy Fund; Vice Chairman of the Board of Directors of Beijing Institute of Technology, and trustee of Beijing Film Academy. With his philanthropy contribution of over \$30 million and the great success of his entrepreneurship, Mr. Chenn has been awarded as "Top Ten Reformer of China's Growth in 2017," "Innovation Leader of China's Economy in 2016," "China's Top 20 Investor of Semiconductor in 2020," "China's Top 10 Investor of Biopharma in 2020," and "China's Top 50 Investor in 2020," among many others, and has received interviews by the top leaders of China several times.

Mr. Chenn holds an MBA from University of Chicago Booth Business School, and a BS from Beijing Institute of Technology, China.

### Chunyang Shao

Mr. Chunyang Shao is a partner at the law firm JunHe LLP ("JunHe") and currently practices at its Shanghai office as the managing partner. Mr. Shao specializes in corporate, foreign investment, real estate, mergers and acquisitions ("M&A"), securities, infrastructure and project finance. Mr. Shao joined JunHe in April 2002 and has since represented various multinational corporations and investment funds on their investments and M&As in China. In the meantime, Mr. Shao has acted as PRC counsel for either the issuer or the underwriter for the IPO and domestic or offshore listing of PRC conglomerates or high-growth companies. Mr. Shao has also been active in the practice areas of foreign direct investment ("FDI"), venture capital, PE investment, real estate, hotel management, infrastructure and project finance, commercial arbitration and litigation. In the fields of M&A and FDI, with relevant experience gained in international firms, Mr. Shao has advised various clients of difference courtiers involving industries such as manufacturing, auto components, logistics, machinery, pharmaceutical, retail, healthcare, electronics etc. From 1995 to 2001, Mr. Shao worked in the London, Hong Kong and mainland China offices of major international law firms, including Simmons & Simmons (as Chinese legal counsel) and Sidley Austin (as a senior legal consultant), involved extensively in foreign direct investment, securities (including B-share, H-share, and red chip listing on the stock exchange in mainland China, Hong Kong, London and the U.S.), venture capital, project finance and real estate matters and representing a number of well-known multinational companies. Mr. Shao practiced at Anhui Foreign Economy Law Office from 1988 to 1993. During that time he represented domestic and foreign clients in the areas of direct foreign investment, international trade, and corporate financing, and participated in a few major international arbitration cases.

Over the past 30 years, Mr. Shao has also advised both domestic and multinational air cargo companies, on the PRC legal compliance, corporate, M&A, private equity placement and IPO. In recognition of his extensive experience in the capital market, Mr. Shao was elected by Chambers Global as “The World’s Leading Lawyers for Business” (2007-2020). Asian Legal Business awarded Mr. Shao as “2014 ALB Client Choice Top 20 Lawyers in China.” Mr. Shao is elected by Chambers Asia-Pacific as the Eminent Practitioner and the Senior Statespeople in Capital Markets: Debt & Equity (PRC Firms) in 2018 and 2019. Mr. Shao is honored as one of 2020 “Acritas Stars” in March 2020. Mr. Shao is listed as one of the Best Lawyers of PRC by the Ministry of Justice of PRC in 2021.

Mr. Shao obtained his Bachelor and Master of Laws from East China University of Political Science and Law in 1987 and 2002, respectively.

### **Zengjun Xu**

Dr. Zengjun Xu has extensive experience in pharmaceutical regulation and toxicology both in the United States and China. In 2020, Dr. Xu founded AstoKang, serving as its President and Chairman, continuing to influence pharmaceutical innovation and governance. Prior to this, Dr. Xu transitioned to the Chinese National Medical Products Administration’s Center for Drug Evaluation (NMPA/CDE) in June 2017, where he played a key role as the Chief Scientist in the reform of drug review and approval processes in China. His regulatory career commenced at the U.S. Food and Drug Administration’s Center for Drug Evaluation and Research (FDA/CDER), where he served for 11 years since 2006. As a principal reviewer in the Office of New Drugs (OND), he contributed to the approval of numerous significant drugs across various therapeutic areas, including anesthesia, pain management, drug addiction, rheumatism, weight loss, diabetes, and other metabolic disorders. In 2004, he joined Gene Logic, focusing on developing genomic models for pharmacology and toxicology that enhance drug screening and safety evaluations. Dr. Xu’s career in toxicological research began at Duke University, where he completed his dissertation before conducting postdoctoral research at the National Center for Toxicological Research (NCTR). His efforts have significantly influenced regulatory standards and practices within the region.

Dr. Xu is certified by the American Board of Toxicology (DABT) and has held prestigious positions such as the Chair of the American Chinese Toxicology Society (AACT), a subsidiary of the Society of Toxicology (SOT). He also holds adjunct professorships at Peking University, Shanghai Jiao Tong University, and Zhejiang University. His extensive experience and contributions to the field of pharmaceutical sciences and regulation demonstrate his commitment to advancing medical science and public health safety globally.

Dr. Xu earned his Bachelor of Medicine from Shandong Medical University and his Master of Medicine from the Chinese Academy of Preventive Medicine, where he worked for five years. Furthering his education in the United States, he obtained a Master's degree in Pathology and a Ph.D. in Pharmacology and Toxicology from the University of Arkansas Medical School.

### **Thomas Xue**

Thomas Xue, is the CEO of McKindy Group since February 2023, taking charge of strategic planning, operations, and financial management. Mr. Xue also holds the position of Independent Director and Chairman of the Audit Committee at Techstar (HK: 7855). Mr. Xue also served as CFO at Shenrui Technology, where he managed the company's financial strategies and operations from April 2021 to February 2023. He has held leadership roles in notable companies, including as Vice Chairman and Global Partner at Fosun Hive Group, and CFO and Global Partner at Fosun Group (HK: 00656). His career also includes significant tenures at AEI – Huatong Energy, KPMG, and Briggs & Stratton, focusing on risk management and audit services.

Mr. Xue holds an MBA from Boston University, earned in 2002, and a bachelor's degree from Renmin University of China, obtained in 1997. He became a certified public accountant in the United States in 2002 and a certified internal auditor internationally in 2007.

### **Adam Zhao**

Adam Zhao is an experienced finance professional with extensive experience in capital markets, corporate finance, and strategic governance. He currently holds positions as an independent director at Zhangmen Education (NYSE: ZME) and Cloopen Group (NYSE: RAAS), focusing on enhancing corporate governance and maintaining compliance with audit standards. From 2015 to 2021, Mr. Zhao served as the CFO and Corporate Secretary at PapayaMobile in Beijing, where he was instrumental in their U.S. IPO process and managed significant financing rounds that shaped the company's growth. His previous roles include serving as an independent director at Jumei International and eLong, where he was involved in financial oversight and corporate governance, contributing to successful privatization processes.

Mr. Zhao holds an MBA with a focus on Finance and Accounting from the University of Illinois at Chicago and a Bachelor's Degree in Economics from Beijing International Studies University. He is a Chartered Financial Analyst (CFA).



**Exhibit B**

**2024 Share Incentive Plan**

*[See attached.]*

**YS BIOPHARMA CO., LIMITED**

**2024 SHARE INCENTIVE PLAN**

**ARTICLE 1**

**PURPOSE**

The purpose of this 2024 Share Incentive Plan is to promote the success and enhance the value of YS Biopharma Co., Ltd, an exempted company formed under the laws of the Cayman Islands (the "Company"), by linking the personal interests of the Directors, Employees, and Consultants to those of the Company's shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to the Company's shareholders. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of the Directors, Employees, and Consultants upon whose judgment, interest, and special effort the successful conduct of the Company's operation is largely dependent.

**ARTICLE 2**

**DEFINITIONS AND CONSTRUCTION**

Wherever the following terms are used in the Plan they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates.

2.1 "Applicable Laws" means the legal requirements relating to the Plan and the Awards under applicable provisions of the corporate, securities, tax and other laws, rules, regulations and government orders, and the rules of any applicable stock exchange or national market system, of any jurisdiction applicable to Awards granted to residents therein.

2.2 "Award" means an Option, Restricted Share or Restricted Share Unit award or other types of award approved by the Committee granted to a Participant pursuant to the Plan.

2.3 "Award Agreement" means any written agreement, contract, or other instrument or document evidencing an Award, including through electronic medium.

2.4 "Board" means the Board of Directors of the Company.

2.5 “Cause” with respect to a Participant means (unless otherwise expressly provided in the applicable Award Agreement, or another applicable contract with the Participant that defines such term for purposes of determining the effect that a “for cause” termination has on the Participant’s Awards) a termination of employment or service based upon a finding by the Service Recipient, acting in good faith and based on its reasonable belief at the time, that the Participant:

(a) has been negligent in the discharge of his or her duties to the Service Recipient, has refused to perform stated or assigned duties or is incompetent in or (other than by reason of a disability or analogous condition) incapable of performing those duties;

(b) has been dishonest or committed or engaged in an act of theft, embezzlement or fraud, a breach of confidentiality, an unauthorized disclosure or use of inside information, customer lists, trade secrets or other confidential information;

(c) has breached a fiduciary duty, or willfully and materially violated any other duty, law, rule, regulation or policy of the Service Recipient; or has been convicted of, or plead guilty or nolo contendere to, a felony or misdemeanor (other than minor traffic violations or similar offenses);

(d) has materially breached any of the provisions of any agreement with the Service Recipient;

(e) has engaged in unfair competition with, or otherwise acted intentionally in a manner injurious to the reputation, business or assets of, the Service Recipient; or

(f) has improperly induced a vendor or customer to break or terminate any contract with the Service Recipient or induced a principal for whom the Service Recipient acts as agent to terminate such agency relationship.

A termination for Cause shall be deemed to occur (subject to reinstatement upon a contrary final determination by the Committee) on the date on which the Service Recipient first delivers written notice to the Participant of a finding of termination for Cause.

2.6 “Code” means the Internal Revenue Code of 1986 of the United States, as amended.

2.7 “Committee” means a committee of the Board described in Article 10.

2.8 “Consultant” means any consultant or adviser if: (a) the consultant or adviser renders bona fide services to a Service Recipient; (b) the services rendered by the consultant or adviser are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company’s securities; and (c) the consultant or adviser is a natural person who has contracted directly with the Service Recipient to render such services.

2.9 “Corporate Transaction”, unless otherwise defined in an Award Agreement, means any of the following transactions, *provided, however*, that the Committee shall determine under (d) and (e) whether multiple transactions are related, and its determination shall be final, binding and conclusive:

(a) an amalgamation, arrangement or consolidation or scheme of arrangement (i) in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the jurisdiction in which the Company is incorporated or (ii) following which the holders of the voting securities of the Company do not continue to hold more than 50% of the combined voting power of the voting securities of the surviving entity;

(b) the sale, transfer or other disposition of all or substantially all of the assets of the Company;

(c) the complete liquidation or dissolution of the Company;

(d) any reverse takeover or series of related transactions culminating in a reverse takeover (including, but not limited to, a tender offer followed by a reverse takeover) in which the Company is the surviving entity but (A) the Company’s equity securities outstanding immediately prior to such takeover are converted or exchanged by virtue of the takeover into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such takeover or the initial transaction culminating in such takeover, but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction; or

(e) acquisition in a single or series of related transactions by any person or related group of persons (other than the Company or by a Company-sponsored employee benefit plan) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction.

2.10 “Director”, means a member of the Board.

2.11 “Disability”, unless otherwise defined in an Award Agreement, means that the Participant qualifies to receive long-term disability payments under the Service Recipient’s long-term disability insurance program, as it may be amended from time to time, to which the Participant provides services regardless of whether the Participant is covered by such policy. If the Service Recipient to which the Participant provides service does not have a long-term disability plan in place, “Disability” means that a Participant is unable to carry out the responsibilities and functions of the position held by the Participant by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. A Participant will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Committee in its discretion.

2.12 “Effective Date” shall have the meaning set forth in Section 11.1.

2.13 “Employee” means any person, including an officer or a Director, who is in the employment of a Service Recipient, subject to the control and direction of the Service Recipient as to both the work to be performed and the manner and method of performance. The payment of a director’s fee by a Service Recipient shall not be sufficient to constitute “employment” by the Service Recipient.

2.14 “Exchange Act” means the Securities Exchange Act of 1934 of the United States, as amended.

2.15 “Fair Market Value” means, as of any date, the value of Shares determined as follows:

(a) If the Shares are listed on one or more established stock exchanges or national market systems, including without limitation, the New York Stock Exchange or the Nasdaq Stock Market, its Fair Market Value shall be the closing sales price for such shares (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Shares are listed (as determined by the Committee) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported on the website maintained by such exchange or market system or such other source as the Committee deems reliable;

(b) If the Shares are regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such Shares as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a Share shall be the mean between the high bid and low asked prices for the Shares on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or

(c) In the absence of an established market for the Shares of the type described in (a) and (b) above, the Fair Market Value thereof shall be determined by the Committee in good faith and in its discretion by reference to (i) the placing price of the latest private placement of the Shares and the development of the Company’s business operations and the general economic and market conditions since such latest private placement, (ii) other third party transactions involving the Shares and the development of the Company’s business operation and the general economic and market conditions since such transaction, (iii) an independent valuation of the Shares, or (iv) such other methodologies or information as the Committee determines to be indicative of Fair Market Value.

2.16 “Group Entity” means any of the Company and Subsidiaries of the Company.

2.17 “Incentive Share Option” means an Option that is intended to meet the requirements of Section 422 of the Code or any successor provision thereto.

2.18 “Independent Director” means (i) if the Shares or other securities representing the Shares are not listed on a stock exchange, a Director of the Company who is a Non-Employee Director; and (ii) if the Shares or other securities representing the Shares are listed on one or more stock exchange, a Director of the Company who meets the independence standards under the applicable corporate governance rules of the stock exchange(s).

2.19 “Non-Employee Director” means a member of the Board who qualifies as a “Non-Employee Director” as defined in Rule 16b-3(b)(3) of the Exchange Act, or any successor definition adopted by the Board.

2.20 “Non-Qualified Share Option” means an Option that is not intended to be an Incentive Share Option.

2.21 “Option” means a right granted to a Participant pursuant to Article 5 of the Plan to purchase a specified number of Shares at a specified price during specified time periods. An Option may be either an Incentive Share Option or a Non-Qualified Share Option.

2.22 “Participant” means a person who, as a Director, Consultant or Employee, has been granted an Award pursuant to the Plan.

2.23 “Parent” means a parent corporation under Section 424(e) of the Code.

2.24 “Plan” means this 2024 Share Incentive Plan of YS Biopharma Co., Ltd, as amended and/or restated from time to time.

2.25 “Related Entity” means any business, corporation, partnership, limited liability company or other entity in which the Company, a Parent or Subsidiary of the Company holds a substantial ownership interest, directly or indirectly, or controls through contractual arrangements and consolidates the financial results according to applicable accounting standards, but which is not a Subsidiary and which the Board designates as a Related Entity for purposes of the Plan.

2.26 “Restricted Share” means a Share awarded to a Participant pursuant to Article 6 that is subject to certain restrictions and may be subject to risk of forfeiture.

2.27 “Restricted Share Unit” means the right granted to a Participant pursuant to Article 7.

2.28 “Securities Act” means the Securities Act of 1933 of the United States, as amended.

2.29 “Service Recipient” means the Company or Subsidiary of the Company to which a Participant provides services as an Employee, a Consultant or a Director.

2.30 “Share” means the ordinary shares of the Company, par value US\$0.00002 per share, and such other securities of the Company that may be substituted for Shares pursuant to Article 9.

2.31 “Subsidiary” means any corporation or other entity of which a majority of the outstanding voting shares or voting power is beneficially owned directly or indirectly by the Company.

## ARTICLE 3

### SHARES SUBJECT TO THE PLAN

#### 3.1 Number of Shares.

(a) Subject to the provisions of Article 9 and Section 3.1(b), the maximum aggregate number of Shares which may be issued pursuant to all Awards (including Incentive Share Options) (the "Award Pool") under the Plan shall initially be 5,713,064 Shares, plus an annual increase on the first day of each fiscal year of the Company during the term of this Plan commencing with the fiscal year beginning on April 1, 2025, by (i) an amount equal to 1% of the total number of Shares issued and outstanding on the last day of the immediately preceding fiscal year, or (ii) such lesser number of Shares as may be determined by the Board; provided that the size of the Award Pool shall be equitably adjusted in the event of any share dividend, subdivision, reclassification, recapitalization, split, reverse split, combination, consolidation or similar transactions.

(b) To the extent that an Award terminates, expires, or lapses for any reason, any Shares subject to the Award shall again be available for the grant of an Award pursuant to the Plan. To the extent permitted by Applicable Laws, Shares issued in assumption of, or in substitution for, any outstanding awards of any entity acquired in any form or combination by a Group Entity shall not be counted against Shares available for grant pursuant to the Plan. Shares delivered by the Participant or withheld by the Company upon the exercise of any Award under the Plan, in payment of the exercise price thereof or tax withholding thereon, may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). If any Restricted Shares are forfeited by the Participant or repurchased by the Company, such Shares may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). Notwithstanding the provisions of this Section 3.1(b), no Shares may again be optioned, granted or awarded if such action would cause an Incentive Share Option to fail to qualify as an incentive share option under Section 422 of the Code.

3.2 Shares Distributed. Any Shares distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares, treasury Shares (subject to Applicable Laws) or Shares purchased on the open market.

## ARTICLE 4

### ELIGIBILITY AND PARTICIPATION

4.1 Eligibility. Persons eligible to participate in this Plan include Employees, Consultants, and Directors, as determined by the Committee.

4.2 Participation. Subject to the provisions of the Plan, the Committee may, from time to time, select from among all eligible individuals, those to whom Awards shall be granted and shall determine the nature and amount of each Award. No individual shall have any right to be granted an Award pursuant to this Plan.

4.3 Jurisdictions. In order to assure the viability of Awards granted to Participants employed in various jurisdictions, the Committee may provide for such special terms as it may consider necessary or appropriate to accommodate differences in local law, tax policy, or custom applicable in the jurisdiction in which the Participant resides, is employed, operates or is incorporated. Moreover, the Committee may approve such supplements to, or amendments, restatements, or alternative versions of, the Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of the Plan as in effect for any other purpose; *provided, however*, that no such supplements, amendments, restatements, or alternative versions shall increase the share limitations contained in Section 3.1 of the Plan. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate any Applicable Laws.

## ARTICLE 5

### OPTIONS

5.1 General. The Committee is authorized to grant Options to Participants on the following terms and conditions:

(a) Exercise Price. The exercise price per Share subject to an Option shall be determined by the Committee and set forth in the Award Agreement which may be a fixed price or a variable price related to the Fair Market Value of the Shares. The exercise price per Share subject to an Option may be amended or adjusted in the absolute discretion of the Committee, the determination of which shall be final, binding and conclusive. For the avoidance of doubt, to the extent not prohibited by Applicable Laws or any exchange rule, a downward adjustment of the exercise prices of Options mentioned in the preceding sentence shall be effective without the approval of the Company's shareholders or the approval of the affected Participants.

(b) Time and Conditions of Exercise. The Committee shall determine the time or times at which an Option may be exercised in whole or in part, including exercise prior to vesting; *provided* that the term of any Option granted under the Plan shall not exceed ten years, except as provided in Section 12.1. The Committee shall also determine any conditions, if any, that must be satisfied before all or part of an Option may be exercised.

(c) Payment. The Committee shall determine the methods by which the exercise price of an Option may be paid, the form of payment, including, without limitation (i) cash or check denominated in U.S. Dollars, (ii) to the extent permissible under the Applicable Laws, cash or check in Chinese Renminbi, (iii) cash or check denominated in any other local currency as approved by the Committee, (iv) Shares held for such period of time as may be required by the Committee in order to avoid adverse financial accounting consequences and having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof, (v) the delivery of a notice that the Participant has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Option exercise price; *provided* that payment of such proceeds is then made to the Company upon settlement of such sale, (vi) other property acceptable to the Committee with a Fair Market Value equal to the exercise price, or (vii) any combination of the foregoing. Notwithstanding any other provision of the Plan to the contrary, no Participant who is a member of the Board or an "executive officer" of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to pay the exercise price of an Option in any method which would violate Section 13(k) of the Exchange Act.



(d) Evidence of Grant. All Options shall be evidenced by an Award Agreement between the Company and the Participant. The Award Agreement shall include such additional provisions as may be specified by the Committee.

(e) Effects of Termination of Employment or Service on Options. Termination of employment or service shall have the following effects on Options granted to the Participants:

(i) Dismissal for Cause. Unless otherwise provided in the Award Agreement, if a Participant's employment by or service to the Service Recipient is terminated by the Service Recipient for Cause, the Participant's Options will terminate upon such termination, whether or not the Option is then vested and/or exercisable;

(ii) Death or Disability. Unless otherwise provided in the Award Agreement, if a Participant's employment by or service to the Service Recipient terminates as a result of the Participant's death or Disability:

- (a) the Participant (or his or her legal representative or beneficiary, in the case of the Participant's Disability or death, respectively), will have until the date that is 12 months after the Participant's termination of employment or service to exercise the Participant's Options (or portion thereof) to the extent that such Options were vested and exercisable on the date of the Participant's termination of employment or service on account of death or Disability;
- (b) the Options, to the extent not vested and exercisable on the date of the Participant's termination of employment or service, shall terminate upon the Participant's termination of employment or service on account of death or Disability; and
- (c) the Options, to the extent exercisable for the 12-month period following the Participant's termination of employment or service and not exercised during such period, shall terminate at the close of business on the last day of the 12-month period.

(iii) Other Terminations of Employment or Service. Unless otherwise provided in the Award Agreement, if a Participant's employment by or service to the Service Recipient terminates for any reason other than a termination by the Service Recipient for Cause or because of the Participant's death or Disability:

- (a) the Participant will have until the date that is 90 days after the Participant's termination of employment or service to exercise his or her Options (or portion thereof) to the extent that such Options were vested and exercisable on the date of the Participant's termination of employment or service;

- (b) the Options, to the extent not vested and exercisable on the date of the Participant's termination of employment or service, shall terminate upon the Participant's termination of employment or service; and
- (c) the Options, to the extent exercisable for the 90-day period following the Participant's termination of employment or service and not exercised during such period, shall terminate at the close of business on the last day of the 90-day period.

5.2 Incentive Share Options. Incentive Share Options may be granted to Employees of the Company or a Subsidiary of the Company. Incentive Share Options may not be granted to employees of a Related Entity or to Independent Directors or Consultants. The terms of any Incentive Share Options granted pursuant to the Plan, in addition to the requirements of Section 5.1, must comply with the following additional provisions of this Section 5.2:

(a) Individual Dollar Limitation. The aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which Incentive Share Options are first exercisable by a Participant in any calendar year may not exceed \$100,000 or such other limitation as imposed by Section 422(d) of the Code, or any successor provision. To the extent that Incentive Share Options are first exercisable by a Participant in excess of such limitation, the excess shall be considered Non-Qualified Share Options.

(b) Exercise Price. The exercise price of an Incentive Share Option shall be equal to the Fair Market Value on the date of grant. However, the exercise price of any Incentive Share Option granted to any individual who, at the date of grant, owns Shares possessing more than ten percent of the total combined voting power of all classes of shares of the Company or any Parent or Subsidiary of the Company may not be less than 110% of Fair Market Value on the date of grant and such Option may not be exercisable for more than five years from the date of grant.

(c) Transfer Restriction. The Participant shall give the Company prompt notice of any disposition of Shares acquired by exercise of an Incentive Share Option within (i) two years from the date of grant of such Incentive Share Option or (ii) one year after the transfer of such Shares to the Participant.

(d) Expiration of Incentive Share Options. No Award of an Incentive Share Option may be made pursuant to this Plan after the tenth anniversary of the Effective Date.

(e) Right to Exercise. During a Participant's lifetime, an Incentive Share Option may be exercised only by the Participant.

## ARTICLE 6

### RESTRICTED SHARES

6.1 Grant of Restricted Shares. The Committee, at any time and from time to time, may grant Restricted Shares to Participants as the Committee, in its sole discretion, shall determine. The Committee, in its sole discretion, shall determine the number of Restricted Shares to be granted to each Participant.

6.2 Restricted Shares Award Agreement. Each Award of Restricted Shares shall be evidenced by an Award Agreement that shall specify the period of restriction, the number of Restricted Shares granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine. Unless the Committee determines otherwise, Restricted Shares shall be held by the Company as escrow agent until the restrictions on such Restricted Shares have lapsed.

6.3 Issuance and Restrictions. Restricted Shares shall be subject to such restrictions on transferability and other restrictions as the Committee may impose (including, without limitation, limitations on the right to vote Restricted Shares or the right to receive dividends on the Restricted Shares). These restrictions may lapse separately or in combination at such times, pursuant to such circumstances, in such installments, or otherwise, as the Committee determines at the time of the grant of the Award or thereafter.

6.4 Forfeiture/Repurchase. Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable restriction period, Restricted Shares that are at that time subject to restrictions shall be forfeited or repurchased in accordance with the Award Agreement; *provided, however*, the Committee may (a) provide in any Restricted Share Award Agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Shares will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Shares.

6.5 Certificates for Restricted Shares. Restricted Shares granted pursuant to the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Shares are registered in the name of the Participant, certificates must bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Shares, and the Company may, at its discretion, retain physical possession of the certificate until such time as all applicable restrictions lapse.

6.6 Removal of Restrictions. Except as otherwise provided in this Article 6, Restricted Shares granted under the Plan shall be released from escrow as soon as practicable after the last day of the period of restriction. The Committee, in its discretion, may accelerate the time at which any restrictions shall lapse or be removed. After the restrictions have lapsed, the Participant shall be entitled to have any legend or legends under Section 6.5 removed from his or her Share certificate, and the Shares shall be freely transferable by the Participant, subject to applicable legal restrictions. The Committee (in its discretion) may establish procedures regarding the release of Shares from escrow and the removal of legends, as necessary or appropriate to minimize administrative burdens on the Company.

## ARTICLE 7

### RESTRICTED SHARE UNITS

7.1 Grant of Restricted Share Units. The Committee, at any time and from time to time, may grant Restricted Share Units to Participants as the Committee, in its sole discretion, shall determine. The Committee, in its sole discretion, shall determine the number of Restricted Share Units to be granted to each Participant.

7.2 Restricted Share Units Award Agreement. Each Award of Restricted Share Units shall be evidenced by an Award Agreement that shall specify any vesting conditions, the number of Restricted Share Units granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine.

7.3 Form and Timing of Payment of Restricted Share Units. At the time of grant, the Committee shall specify the date or dates on which the Restricted Share Units shall become fully vested and nonforfeitable. Upon vesting, the Committee, in its sole discretion, may pay Restricted Share Units in the form of cash, Shares or a combination thereof.

7.4 Forfeiture/Repurchase. Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable restriction period, Restricted Share Units that are at that time unvested shall be forfeited or repurchased in accordance with the Award Agreement; *provided, however*, the Committee may (a) provide in any Restricted Share Unit Award Agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Share Units will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Share Units.

## ARTICLE 8

### PROVISIONS APPLICABLE TO AWARDS

8.1 Award Agreement. Awards under the Plan shall be evidenced by Award Agreements that set forth the terms, conditions and limitations for each Award which may include the term of an Award, the provisions applicable in the event the Participant's employment or service terminates, and the Company's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an Award.

8.2 No Transferability; Limited Exception to Transfer Restrictions.

8.2.1 Limits on Transfer. Unless otherwise expressly provided in (or pursuant to) this Section 8.2, by applicable law and by the Award Agreement, as the same may be amended:

- (a) all Awards are non-transferable and will not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge;
- (b) Awards will be exercised only by the Participant; and

- (c) amounts payable or shares issuable pursuant to an Award will be delivered only to (or for the account of), and, in the case of Shares, registered in the name of, the Participant.

In addition, the shares shall be subject to the restrictions set forth in the applicable Award Agreement.

8.2.2 Further Exceptions to Limits on Transfer. The exercise and transfer restrictions in Section 8.2.1 will not apply to:

- (a) transfers to the Company or a Subsidiary;
- (b) transfers by gift to “immediate family” as that term is defined in SEC Rule 16a-1(e) promulgated under the Exchange Act;
- (c) the designation of a beneficiary to receive benefits if the Participant dies or, if the Participant has died, transfers to or exercises by the Participant’s beneficiary, or, in the absence of a validly designated beneficiary, transfers by will or the laws of descent and distribution; or
- (d) if the Participant has suffered a disability, permitted transfers or exercises on behalf of the Participant by the Participant’s duly authorized legal representative; or
- (e) subject to the prior approval of the Committee or an executive officer or director of the Company authorized by the Committee, transfer to one or more natural persons who are the Participant’s family members or entities owned and controlled by the Participant and/or the Participant’s family members, including but not limited to trusts or other entities whose beneficiaries or beneficial owners are the Participant and/or the Participant’s family members, or to such other persons or entities as may be expressly approved by the Committee, pursuant to such conditions and procedures as the Committee or may establish. Any permitted transfer shall be subject to the condition that the Committee receives evidence satisfactory to it that the transfer is being made for estate and/or tax planning purposes and on a basis consistent with the Company’s lawful issue of securities.

Notwithstanding anything else in this Section 8.2.2 to the contrary, but subject to compliance with all Applicable Laws, Incentive Share Options, Restricted Shares and Restricted Share Units will be subject to any and all transfer restrictions under the Code applicable to such Awards or necessary to maintain the intended tax consequences of such Awards. Notwithstanding clause (b) above but subject to compliance with all Applicable Laws, any contemplated transfer by gift to “immediate family” as referenced in clause (b) above is subject to the condition precedent that the transfer be approved by the Committee in order for it to be effective.

8.3 Beneficiaries. Notwithstanding Section 8.2, a Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant and to receive any distribution with respect to any Award upon the Participant's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Participant, except to the extent the Plan and Award Agreement otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Committee. If the Participant is married and resides in a community property state, a designation of a person other than the Participant's spouse as his or her beneficiary with respect to more than 50% of the Participant's interest in the Award shall not be effective without the prior written consent of the Participant's spouse. If no beneficiary has been designated or survives the Participant, payment shall be made to the person entitled thereto pursuant to the Participant's will or the laws of descent and distribution. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Participant at any time provided the change or revocation is filed with the Committee.

8.4 Performance Objectives and Other Terms. The Committee, in its discretion, shall set performance objectives or other vesting criteria which, depending on the extent to which they are met, will determine the number or value of the Awards that will be granted or paid out to the Participants.

8.5 Share Certificates. Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates evidencing the Shares pursuant to the exercise of any Award, unless and until the Committee has determined, with advice of counsel, that the issuance and delivery of such certificates is in compliance with all Applicable Laws, regulations of governmental authorities and, if applicable, the requirements of any exchange on which the Shares are listed or traded. All Share certificates delivered pursuant to the Plan are subject to any stop-transfer orders and other restrictions as the Committee deems necessary or advisable to comply with all Applicable Laws, and the rules of any national securities exchange or automated quotation system on which the Shares are listed, quoted, or traded. The Committee may place legends on any Share certificate to reference restrictions applicable to the Shares. In addition to the terms and conditions provided herein, the Committee may require that a Participant make such reasonable covenants, agreements, and representations as the Committee, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements. The Committee shall have the right to require any Participant to comply with any timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Committee.

8.6 Paperless Administration. Subject to Applicable Laws, the Committee may make Awards and provide applicable disclosure and procedures for exercise of Awards by an internet website or interactive voice response system for the paperless administration of Awards.

8.7 Foreign Currency. A Participant may be required to provide evidence that any currency used to pay the exercise price of any Award was acquired and taken out of the jurisdiction in which the Participant resides in accordance with Applicable Laws, including foreign exchange control laws and regulations. In the event the exercise price for an Award is paid in Chinese Renminbi or other foreign currency, as permitted by the Committee, the amount payable will be determined by conversion from U.S. dollars at the official rate promulgated by the People's Bank of China for Chinese Renminbi, or for jurisdictions other than the People's Republic of China, the exchange rate as selected by the Committee on the date of exercise.

## ARTICLE 9

### CHANGES IN CAPITAL STRUCTURE

9.1 Adjustments. In the event of any dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its shareholders, or any other change affecting the shares of Shares or the share price of a Share, the Committee shall make such proportionate adjustments, if any, as the Committee in its discretion may deem appropriate to reflect such change with respect to (a) the aggregate number and type of shares that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Section 3.1); (b) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); and (c) the grant or exercise price per share for any outstanding Awards under the Plan.

9.2 Corporate Transactions. Except as may otherwise be provided in any Award Agreement or any other written agreement entered into by and between the Company and a Participant, if the Committee anticipates the occurrence, or upon the occurrence, of a Corporate Transaction, the Committee may, in its sole discretion, provide for (i) any and all Awards outstanding hereunder to terminate at a specific time in the future and shall give each Participant the right to exercise the vested portion of such Awards during a period of time as the Committee shall determine, or (ii) the purchase of any Award for an amount of cash equal to the amount that could have been attained upon the exercise of such Award (and, for the avoidance of doubt, if as of such date the Committee determines in good faith that no amount would have been attained upon the exercise of such Award, then such Award may be terminated by the Company without payment), or (iii) the replacement of such Award with other rights or property selected by the Committee in its sole discretion or the assumption of or substitution of such Award by the successor or surviving corporation, or a Parent or Subsidiary thereof, with appropriate adjustments as to the number and kind of Shares and prices, or (iv) payment of such Award in cash based on the value of Shares on the date of the Corporate Transaction plus reasonable interest on the Award through the date as determined by the Committee when such Award would otherwise be vested or have been paid in accordance with its original terms, if necessary to comply with Section 409A of the Code.

9.3 Outstanding Awards – Other Changes. In the event of any other change in the capitalization of the Company or corporate change other than those specifically referred to in this Article 9, the Committee may, in its absolute discretion, make such adjustments in the number and class of shares subject to Awards outstanding on the date on which such change occurs and in the per share grant or exercise price of each Award as the Committee may consider appropriate to prevent dilution or enlargement of rights.

9.4 No Other Rights. Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of Shares of any class, the payment of any dividend, any increase or decrease in the number of shares of any class or any dissolution, liquidation, merger, or consolidation of the Company or any other corporation. Except as expressly provided in the Plan or pursuant to action of the Committee under the Plan, and no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of Shares subject to an Award or the grant or exercise price of any Award.

## ARTICLE 10

### ADMINISTRATION

10.1 Committee. The Plan shall be administered by the Board or the compensation committee of the Board (the “Committee”) to whom the Board shall delegate the authority to grant or amend Awards to Participants other than any of the Committee members. Reference to the Committee shall refer to the Board in absence of the Committee. Notwithstanding the foregoing, the full Board, acting by majority of its members in office, shall conduct the general administration of the Plan if required by Applicable Laws, and with respect to Awards granted to the Committee members and for purposes of such Awards the term “Committee” as used in the Plan shall be deemed to refer to the Board.

10.2 Action by the Committee. A majority of the Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which a quorum is present, and acts approved unanimously in writing all members of the Committee in lieu of a meeting, shall be deemed the acts of the Committee. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of a Group Entity, the Company’s independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.

10.3 Authority of the Committee. Subject to any specific designation in the Plan, the Committee has the exclusive power, authority and discretion to:

(a) designate Participants to receive Awards;

(b) determine the type or types of Awards to be granted to each Participant;

(c) determine the number of Awards to be granted and the number of Shares to which an Award will relate;

(d) determine the terms and conditions of any Award granted pursuant to the Plan, including, but not limited to, the exercise price, grant price, or purchase price, any restrictions or limitations on the Award, any schedule for lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, and any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Committee in its sole discretion determines;



(e) determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in, cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;

(f) prescribe the form of each Award Agreement, which need not be identical for each Participant;

(g) decide all other matters that must be determined in connection with an Award;

(h) establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the Plan;

(i) interpret the terms of, and any matter arising pursuant to, the Plan or any Award Agreement;

(j) amend terms and conditions of Award Agreements; and

(k) make all other decisions and determinations that may be required pursuant to the Plan or as the Committee deems necessary or advisable to administer the Plan, including design and adopt from time to time new types of Awards that are in compliance with Applicable Laws.

10.4 Decisions Binding. The Committee's interpretation of the Plan, any Awards granted pursuant to the Plan, any Award Agreement and all decisions and determinations by the Committee with respect to the Plan are final, binding, and conclusive on all parties.

## ARTICLE 11

### EFFECTIVE AND EXPIRATION DATE

11.1 Effective Date. The Plan shall become effective as of the date on which the Board adopts the Plan or as otherwise specified by the Board when adopting the Plan (the "Effective Date").

11.2 Expiration Date. The Plan will expire on, and no Award may be granted pursuant to the Plan after, the tenth anniversary of the Effective Date. Any Awards that are outstanding on the tenth anniversary of the Effective Date shall remain in force according to the terms of the Plan and the applicable Award Agreement.

## ARTICLE 12

### AMENDMENT, MODIFICATION, AND TERMINATION

12.1 Amendment, Modification, and Termination. At any time and from time to time, the Board may terminate, amend or modify the Plan; *provided, however*, that (a) to the extent necessary and desirable to comply with Applicable Laws or stock exchange rules, the Company shall obtain shareholder approval of any Plan amendment in such a manner and to such a degree as required, unless the Company decides to follow home country practice, and (b) unless the Company decides to follow home country practice, shareholder approval is required for any amendment to the Plan that (i) increases the number of Shares available under the Plan (other than any adjustment as provided by Article 9), or (ii) permits the Committee to extend the term of the Plan or the exercise period for an Option beyond ten years from the date of grant.

12.2 Awards Previously Granted. Except with respect to amendments made pursuant to Section 12.1, no termination, amendment, or modification of the Plan shall adversely affect in any material way any Award previously granted pursuant to the Plan without the prior written consent of the Participant.

## ARTICLE 13

### GENERAL PROVISIONS

13.1 No Rights to Awards. No Participant, employee, or other person shall have any claim to be granted any Award pursuant to the Plan, and neither the Company nor the Committee is obligated to treat Participants, employees, and other persons uniformly.

13.2 No Shareholders Rights. No Award gives the Participant any of the rights of a shareholder of the Company unless and until Shares are in fact issued to such person in connection with such Award.

13.3 Taxes. No Shares shall be delivered under the Plan to any Participant until such Participant has made arrangements acceptable to the Committee for the satisfaction of any income and employment tax withholding obligations under Applicable Laws. The Company or any Subsidiary shall have the authority and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy all applicable taxes (including the Participant's payroll tax obligations) required or permitted by Applicable Laws to be withheld with respect to any taxable event concerning a Participant arising as a result of this Plan. The Committee may in its discretion and in satisfaction of the foregoing requirement allow a Participant to elect to have the Company withhold Shares otherwise issuable under an Award (or allow the return of Shares) having a Fair Market Value equal to the sums required to be withheld. Notwithstanding any other provision of the Plan, the number of Shares which may be withheld with respect to the issuance, vesting, exercise or payment of any Award (or which may be repurchased from the Participant of such Award after such Shares were acquired by the Participant from the Company) in order to satisfy any income and payroll tax liabilities applicable to the Participant with respect to the issuance, vesting, exercise or payment of the Award shall, unless specifically approved by the Committee, be limited to the number of Shares which have a Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for the applicable income and payroll tax purposes that are applicable to such supplemental taxable income.

13.4 No Right to Employment or Services. Nothing in the Plan or any Award Agreement shall interfere with or limit in any way the right of the Service Recipient to terminate any Participant's employment or services at any time, nor confer upon any Participant any right to continue in the employment or services of any Service Recipient.

13.5 Unfunded Status of Awards. The Plan is intended to be an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Participant any rights that are greater than those of a general creditor of the relevant Group Entity.

13.6 Indemnification. To the extent allowable pursuant to Applicable Laws, each member of the Committee or of the Board shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such member in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action or failure to act pursuant to the Plan and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her; *provided* he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled pursuant to the Company's Memorandum of Association and Articles of Association, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

13.7 Relationship to Other Benefits. No payment pursuant to the Plan shall be taken into account in determining any benefits pursuant to any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the any Group Entity except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

13.8 Expenses. The expenses of administering the Plan shall be borne by the Group Entities.

13.9 Titles and Headings. The titles and headings of the Sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

13.10 Fractional Shares. No fractional Shares shall be issued and the Committee shall determine, in its discretion, whether cash shall be given in lieu of fractional Shares or whether such fractional Shares shall be eliminated by rounding up or down as appropriate.

13.11 Limitations Applicable to Section 16 Persons. Notwithstanding anything herein to the contrary, the Plan, and any Award granted or awarded to any Participant who is then subject to Section 16 of the Exchange Act, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by the Applicable Laws, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

13.12 Government and Other Regulations. The obligation of the Company to make payment of awards in Shares or otherwise shall be subject to all Applicable Laws, and to such approvals by government agencies as may be required. The Company shall be under no obligation to register any of the Shares paid pursuant to the Plan under the Securities Act or any other similar law in any applicable jurisdiction. If the Shares paid pursuant to the Plan may in certain circumstances be exempt from registration pursuant to the Securities Act or other Applicable Laws, the Company may restrict the transfer of such Shares in such manner as it deems advisable to ensure the availability of any such exemption.

13.13 Governing Law. The Plan and all Award Agreements shall be construed in accordance with and governed by the laws of the Cayman Islands.

13.14 Section 409A. To the extent that the Committee determines that any Award granted under the Plan is or may become subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and the Award Agreements shall be interpreted in accordance with Section 409A of the Code and the U.S. Department of Treasury regulations and other interpretative guidance issued thereunder, including without limitation any such regulation or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date the Committee determines that any Award may be subject to Section 409A of the Code and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the Effective Date), the Committee may adopt such amendments to the Plan and the applicable Award agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (a) exempt the Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A of the Code and related U.S. Department of Treasury guidance.

13.15 Appendices. Subject to Section 12.1, the Committee may approve such supplements, amendments or appendices to the Plan as it may consider necessary or appropriate for purposes of compliance with Applicable Laws or otherwise and such supplements, amendments or appendices shall be considered a part of the Plan; provided, however, that no such supplements shall increase the share limitation contained in Section 3.1 of the Plan without the approval of the Board.