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If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

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

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Foxconn International Holdings Limited
富士康國際控股有限公司*
(Incorporated in Cayman Islands with limited liability)
(Stock Code: 2038)

**PROPOSED AMENDMENTS TO THE SHARE SCHEME
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

The notice convening the Extraordinary General Meeting of the Company to be held at 2, 2nd Donghuan Road, 10th Yousong Industrial District, Longhua Town, Baoan, Shenzhen, Guangdong, the PRC on Friday, 4 August 2006 at 2:30 p.m. is contained on pages 39 to 40 of this circular.

Whether or not you are able to attend the Extraordinary General Meeting, please complete and return the accompanying form of proxy in accordance with the instructions printed thereon to the branch share registrar of the Company in Hong Kong, Computershare Hong Kong Investor Services Limited at 46th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, as soon as possible and in any event not less than 48 hours before the time of the Extraordinary General Meeting. Completion and delivery of the form of proxy will not preclude you from attending and voting at the Extraordinary General Meeting in person should you so wish.

Hong Kong, 19 July 2006

* for identification purposes only

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DEFINITIONS

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

“Articles”	the articles of the association of the Company
“associate”	has the meaning ascribed to it in the Listing Rules
“Award Shares”	the Shares granted or to be granted to Beneficiaries under the Share Scheme
“Beneficiary/Beneficiaries”	person(s) who is/are entitled to receive Award Shares
“Board”	the board of Directors
“business day”	any day (excluding a Saturday) on which banks in Hong Kong generally are open for business and the Stock Exchange is open for business of dealing in securities and the Shares
“Company”	Foxconn International Holdings Limited, a limited liability company incorporated in the Cayman Islands, the shares of which are listed on the Stock Exchange
“connected person”	has the meaning ascribed to it in the Listing Rules
“connected transaction”	has the meaning ascribed to it in the Listing Rules
“Director(s)”	the director(s) of the Company
“Extraordinary General Meeting”	the extraordinary general meeting of the Company to be held at 2, 2nd Donghuan Road, 10th Yousong Industrial District, Longhua Town, Baoan, Shenzhen, Guangdong, the PRC on Friday, 4 August 2006 at 2:30 p.m. or, where the context so admits, any adjournment thereof
“Group”	the Company and its subsidiaries
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Latest Practicable Date”	14 July 2006, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained in this circular
“Listing Date”	3 February 2005, being the date on which dealings in the Shares first commenced on the Stock Exchange

DEFINITIONS

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Lock-up Period”	the period within which the Beneficiaries will not be permitted to sell or otherwise dispose of or deal with the Award Shares and the Related Income relating thereto
“Member(s)” or “Shareholder(s)”	holder(s) of the Share(s)
“PRC”	the People’s Republic of China
“Related Income”	all income derived from any Award Shares (including, but not limited to, dividends, other cash contributions, bonus shares and scrip shares)
“Remuneration Committee”	the remuneration committee of the Company as constituted in accordance with its terms of reference by three or more members of the non-executive Directors with a majority of which being independent non-executive Directors
“Returned Shares”	such Award Shares and Related Income relating thereto which are forfeited in accordance with the terms of the Share Scheme and any income generated therefrom
“Share Scheme”	the share scheme of the Company which became effective and unconditional on 3 February 2005
“Share(s)”	ordinary share(s) with a nominal value of US\$0.04 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subsidiary(ies)”	Subsidiary(ies) of the Company from time to time within the meaning of the Companies Ordinance (Cap. 32 of the Laws of Hong Kong)
“Takeovers Code”	The Codes on Takeovers and Mergers and Share Repurchases as amended from time to time
“Trust Deed”	the Trust Deed to be made between the Company as settlor and the Trustee as trustee
“Trustee”	Bank of East Asia (Trustees) Limited (which is independent and not connected with the Company)

DEFINITIONS

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

“Vesting Date(s)” the date(s) of subscription or purchase (as the case may be) of the Award Shares by the Trustee on behalf of the relevant Beneficiary



Foxconn International Holdings Limited

富士康國際控股有限公司*

(Incorporated in Cayman Islands with limited liability)

(Stock Code: 2038)

Executive Directors:

CHIN Wai Leung, Samuel

(Chairman and Chief Executive Officer)

DAI Feng Shuh *(Chief Operating Officer)*

Non-executive Directors:

CHANG Ban Ja, Jimmy

GOU Hsiao Ling

LEE Jin Ming

LU Fang Ming

Independent Non-executive Directors:

LAU Siu Ki

Edward Fredrick PENSEL

MAO Yu Lang

Registered office:

Scotia Centre, 4th Floor

P. O. Box 2804, George Town

Grand Cayman

Cayman Islands

Principal Place of Business

in Hong Kong:

16th Floor, Phase 1

Fountain Set Building

3A Hung Cheung Road

Tuen Mun

New Territories

Hong Kong

19 July, 2006

To the Shareholders

Dear Sir or Madam,

**PROPOSED AMENDMENTS TO THE SHARE SCHEME
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

INTRODUCTION

The purpose of this circular is to provide the Shareholders with details of the proposed amendments to the Share Scheme and the notice of the Extraordinary General Meeting at which an ordinary resolution will be proposed to consider and, if thought fit, to approve the amendments to the Share Scheme.

Set out below is a description of the material changes to the Share Scheme and an overview of the Share Scheme. Shareholders should also review all the amended provisions which have been underlined for ease of reference in the section headed “Proposed Amendments to Share Scheme” in the appendix to this circular.

* for identification purposes only

LETTER FROM THE BOARD

BACKGROUND

The Share Scheme was conditionally approved by a resolution of Shareholders on 1 December 2004 and adopted by a resolution of the Board on 12 January 2005. The Share Scheme is not subject to the provisions of Chapter 17 of the Listing Rules.

The purpose of the Share Scheme is to attract skilled and experienced personnel, to provide incentives to them to remain with the Company, to give effect to the customer-focused corporate culture and to motivate them to strive for the future development and expansion of the Group by providing them with the opportunity to acquire equity interests in the Company.

From the effective date of the Share Scheme up until the Latest Practicable Date, 3,198,000 Award Shares had been granted pursuant to the Share Scheme.

REASONS FOR AND DETAILS OF THE PROPOSED AMENDMENTS TO THE SHARE SCHEME

In furtherance of the purpose and objective of the Share Scheme and to enhance the administration and operational efficiency of the Share Scheme, the Board proposes to make certain amendments to the Share Scheme which include the following key aspects:

- (a) extending the ability of the Trustee to purchase Shares pursuant to the instructions of the Company (in addition to the subscription of new Shares) as Award Shares in the open market for Beneficiaries who are not connected persons of the Company;
- (b) a new provision to deal with situations where the Trustee has excess or insufficient funds for the purpose of purchasing Award Shares;
- (c) the 1% limit on grants to connected persons of the Group applies to the purchase of Award Share as opposed to the issue of Award Share to directors of the Group;
- (d) a new provision to deal with situations where a Beneficiary retires (in agreement with the Company) or deceases, the relevant Lock-up Period in respect of the Award Shares and the Related Income relating thereto of that Beneficiary will be deemed to be expired on the day immediately prior to his death or retirement (as the case may be);
- (e) a new provision to cover the eventuality of when the legal representatives of a deceased Beneficiary do not make themselves known to the Trustee within a specified period of time; and
- (f) a new provision to deal with the treatment of Award Shares and the Related Income relating thereto in the event of takeover, rights issue, open offer, issue of bonus warrants and share consolidation.

LETTER FROM THE BOARD

OVERVIEW OF THE SHARE SCHEME

The following is a summary of the key features of the Share Scheme, and subject to Shareholders' approval at the Extraordinary General Meeting, how it is intended to operate:

Administration and Determination of Beneficiaries

The Board has the power to administer the Share Scheme, except with respect to directors and senior management of the Group, whose grants, if any, will be subject to the decision of the Remuneration Committee. The Board may propose or determine as to which of the employees of the Group (but excluding any director or senior management of the Group), and third party service providers should be entitled to receive grants of Award Shares under the Share Scheme, together with the number of Award Shares to which each proposed Beneficiary should be entitled. With regard to any proposed grant to any director or other senior management of the Group, any proposal from the Board shall be sent to the Remuneration Committee. The Remuneration Committee will consider whether to accept the Board's proposal with or without amendments and select, pursuant to a resolution of the Remuneration Committee, from among the proposed Beneficiaries those persons entitled to be granted Award Shares under the Share Scheme and determine the number of Award Shares to be granted to each of them.

Operation

A grant of Award Shares shall be made by a letter to the proposed Beneficiary, specifying the number of Award Shares proposed to be granted and the applicable terms and conditions relating to the grant. Any Beneficiary who accepts the grant is required to undertake to hold the Award Shares on the terms and conditions of the grant. Upon acceptance of the grant of Award Shares by the Beneficiary, the Board will:

- (a) give instructions to and inform the Trustee in writing of the following:
 - (i) the name, address, and passport/identity card number (or the number of such other personal identity document), together with a copy of the relevant personal identity document, of the Beneficiary and whether the Beneficiary is a connected person of the Company;
 - (ii) the number of Award Shares to be granted;
 - (iii) the Lock-up Period;
 - (iv) the conditions (if any) of the grant of Award Shares including, without limitation, the Lock-up Period and such other terms and conditions as may be imposed by the Board;
 - (v) whether the Award Shares referred to in (ii) above will be subscribed for, as the case may be, purchased by the Trustee; and

LETTER FROM THE BOARD

- (vi) the amount of cash to be made available to the Trustee to subscribe for and/or purchase, as the case may be, the number of Award Shares referred to in (ii) above; and
- (b) procure the payment by the Company (or the relevant Subsidiary) of the amount of cash under sub-paragraph (a)(vi) above to the Trustee.

The Trustee will, within ten business days of receipt of the cash (or such other period as the Company and the Trustee may agree in writing), subscribe for and/or purchase, as the case may be, on behalf of the Beneficiaries, the relevant number of Shares for making grants under the Share Scheme.

- (a) For grants to Beneficiaries who are not connected persons, the Trustee shall pursuant to the instructions of the Company, either (i) subscribe, on behalf of the Beneficiaries, for new Shares at nominal value from the Company; or (ii) purchase, on behalf of the Beneficiaries, Shares from the open market;
- (b) For grants to Beneficiaries who are connected persons, the Trustee shall use the money to purchase, on behalf of the Beneficiaries, Shares from the market.

Any excess in the amount of cash made available to the Trustee pursuant to (a)(vi) above shall be returned by the Trustee within ten business days after completion of the relevant purchase. Where the amount of cash made available to the Trustee pursuant to (a)(vi) above is insufficient, the Trustee shall purchase the maximum number of board lots of Shares as is permissible and seek further funds from the Board until all the relevant Award Shares are fully purchased.

Grant of Award Shares to Connected Persons

For grants proposed to be made to Beneficiaries who are connected persons of the Company or the Subsidiaries, the relevant grant must be approved by the independent non-executive Directors (except where such connected person is an independent non-executive Director, in which case such Director shall abstain from such approval process), and if the proposed grant would result in the Shares purchased and to be purchased under the Share Scheme for the purpose of making grants to any such connected person during the 12-month period immediately preceding the date of such proposed grant exceeding 1% of the total issued share capital of the Company as at the date of such proposed grant, such proposed grant must be approved by the Shareholders in general meeting, at which the relevant connected person of such grant and his or her associates shall abstain from voting on the relevant resolution, in which case the Shareholders must vote on the proposed grant by way of poll.

Restrictions

No Shares shall be granted under the Share Scheme when any Director is in possession of any unpublished price sensitive information in relation to the Group or where dealings in Shares have been suspended or dealings in Shares by any Director are prohibited under any code or the

LETTER FROM THE BOARD

Listing Rules or any applicable legal or regulatory requirement from time to time. Without limiting the generality of the foregoing, no Shares shall be granted under the Scheme during the period commencing one month immediately preceding the earlier of the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the results of the Company for any year, half-year, quarterly or any other interim period and the deadline for the Company to publish an announcement of its results for any year, half-year, quarterly or any other interim period, and ending on the date of the relevant results announcement. The Trustee shall not purchase Shares from the market for the purpose of making grants of the Shares under the Share Scheme during such period, provided that the commencement date and end date of such period shall be notified by the Company to the Trustee by not less than 7 days' prior written notice.

Vesting, Lock-up Period and Lapse

The Vesting Date of the Award Shares shall be the date of subscription for or purchase of (as the case may be) such Award Shares by the Trustee on behalf of the relevant Beneficiary.

The Award Shares granted will be subject to Lock-up Period of up to three years commencing from the relevant Vesting Date, which will vary from Beneficiary to Beneficiary. During the Lock-up Period, the Beneficiaries will not be permitted to sell or otherwise dispose of or deal with the Award Shares (and the Related Income arising therefrom) and the Award Shares and the Related Income will be held in the custody of the Trustee as custodian on behalf of the Beneficiaries. Upon the expiry of the Lock-up Period, the Beneficiaries will be permitted to sell or otherwise dispose of the Award Shares and/or the Related Income through the Trustee in accordance with the terms of the Trust Deed.

All rights and benefits of a Beneficiary to the Award Shares and the Related Income relating thereto shall automatically lapse when the Beneficiary ceases to be an employee of the Group, at any time prior to the expiry of the relevant Lock-up Period, or where the Beneficiary is a third party service provider, it ceases to provide services prior to the expiry of the relevant contract with the Group, at any time prior to the expiry of the relevant Lock-up Period, or an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company), save that in the case when a Beneficiary dies, or retires at his/her normal retirement date or earlier by agreement prior to the expiry of the relevant Lock-up Period, the relevant Lock-up Period in respect of all the Award Shares and the Related Income shall be deemed to be expired on the day immediately prior to his/her death or retirement. In case there is no claim of the interests by the legal representative of the deceased beneficiary within two years of the death of the Beneficiary (or such longer period as the Trustee and the Board shall agree from time to time) or the Trust Period as defined in the Trust Deed (whichever is shorter), such interests shall be forfeited and cease to be transferable and shall be held as Returned Shares for the purposes of the Scheme.

LETTER FROM THE BOARD

If there occurs an event of change in control (as specified in the Takeovers Code) of the Company, whether by way of offer, merger, scheme of arrangement or otherwise, any Lock-up Period which any Award Shares relate shall be deemed to be expired on the date when such change in control event becomes or is declared unconditional.

Award Shares to be granted for free and form part of the Remuneration

The Award Shares to be granted to the Beneficiaries under the Share Scheme will be granted for free and will, including for the Directors, form part of their remuneration (being a discretionary bonus in the form of the grant of the Award Shares or a discretionary cash bonus satisfied in the form of the Award Shares).

Term of the Share Scheme

The Share Scheme has a term of 10 years commencing from the date on which it became effective and unconditional on 3 February 2005 and expiring on 2 February 2015.

Maximum Limit

During the term of the Share Scheme, the maximum number of Shares to be subscribed and/or purchased by the Trustee, as the case may be, on behalf of the Beneficiaries, during:

- (a) the period commencing from the Listing Date and ending on the date of the first annual general meeting of the Company thereafter (i.e. 8 June 2005) was 2% of the issued share capital as at the Listing Date (i.e. 136,788,000 Shares); and
- (b) the period between each annual general meeting and the subsequent annual general meeting will be 2% of the issued shares capital as at the date of the earlier annual general meeting.

Alteration of the Share Scheme

The Share Scheme may be varied or altered in any respect by a resolution of the Board, provided that no alteration or variation shall be made which will adversely affect subsisting rights of any Beneficiary (present or future) except with the sanction of an ordinary resolution passed at a meeting of the shareholders of the Company.

Separate Mandate to Allotment and Issue of Shares

The Board will, from time to time, seek from the Shareholders in general meeting (voting by poll) a separate mandate for the purposes of allotting and issuing Shares under the Share Scheme, which mandate shall be subject to the maximum limit of 2% set out above and shall remain in effect until:

- (a) the conclusion of the next annual general meeting;

LETTER FROM THE BOARD

- (b) the expiration of the period within which the next annual general meeting is required by any applicable law or the Articles to be held; and
- (c) it is varied or revoked by an ordinary resolution of the Shareholders in general meeting,

whichever is the earliest. At the general meeting at which such mandate is sought, any proposed Beneficiaries to whom any Share is proposed to be granted under the Share Scheme by way of the allotment and issue of Shares to be effected pursuant to such mandate and his/her associates, shall abstain from voting on the relevant resolution(s) granting such mandate. In addition, the Company will, in the circular to the Shareholders convening the relevant general meeting, disclose the aggregate fair value of the new Shares that may be issued under the Share Scheme under that mandate, the dilution effect on the Shareholders and the details of any person who will be required to abstain from voting on the relevant resolution granting the mandate.

EXTRAORDINARY GENERAL MEETING

The notice convening the Extraordinary General Meeting is set out on pages 39 to 40 of this circular. At the Extraordinary General Meeting, an ordinary resolution will be proposed to approve the amendments to the Share Scheme.

A form of proxy for use at the Extraordinary General Meeting is enclosed with this circular. Whether or not you are able to attend the Extraordinary General Meeting, you are requested to complete the accompanying form of proxy in accordance with the instructions printed thereon and return it to the branch share registrar of the Company in Hong Kong, Computershare Hong Kong Investor Services Limited at 46th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for holding of the Extraordinary General Meeting. Completion and return of the proxy form will not prevent Shareholders from attending and voting at the Extraordinary General Meeting in person if they so wish.

RIGHT TO DEMAND POLL

Article 76 of the Articles sets out the procedures by which Shareholders may demand a poll, and provides that, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is duly demanded or otherwise required under the Listing Rules. A poll may be demanded by:

- (i) the chairman of the meeting; or
- (ii) at least five Members present in person or by proxy and entitled to vote; or
- (iii) any Member or Members present in person (or in the case of a corporation, by its duly authorised representative) or by proxy and representing in the aggregate not less than one-tenth of the total voting rights of all Members having the right to attend and vote at the meeting; or

LETTER FROM THE BOARD

- (iv) any Member or Members present in person (or in the case of a corporation, by its duly authorised representative) or by proxy and holding shares conferring a right to attend and vote at the meeting on which there have been paid up sums in the aggregate equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

RECOMMENDATIONS

The Board considers that the proposals mentioned above are in the interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends Shareholders to vote in favour of the resolution to be proposed at the Extraordinary General Meeting.

Yours faithfully
For and on behalf of the Board
Chin Wai Leung, Samuel
Chairman and Chief Executive Officer

12 January 2005

(as amended by shareholder resolution dated [4 August] 2006)

FOXCONN INTERNATIONAL HOLDINGS LIMITED

POST-IPO SHARE SCHEME

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FOXCONN INTERNATIONAL HOLDINGS LIMITED

(a company incorporated in the Cayman Islands with limited liability)

Post – IPO SHARE SCHEME

(Adopted by the shareholders of Foxconn International Holdings Limited on 1 December 2004 and by the Board on 12 January 2005 and amended by shareholders' resolution dated [4 August] 2006)

PREAMBLE**1. DEFINITIONS**

1.1 In this Scheme, the following expressions have the following meanings:

Articles of Association	the articles of association of the Company in force from time to time;
<u>associates</u>	<u>has the meaning ascribed to it in the Listing Rules;</u>
Award Shares	means the number of Shares that each Proposed Beneficiary will be entitled to be granted <u>under the Scheme</u> , and shall include the Senior Award Shares;
<u>Beneficiaries/Beneficiary</u>	<u>shall have the meaning as defined in clause 5.2;</u>
<u>Benefits</u>	<u>shall have the meaning as defined in clause 9.6;</u>
Board	means the board of directors from time to time of the Company or a duly authorised committee thereof;
business day	any day (excluding Saturday) on which banks in Hong Kong generally are open for business and the Stock Exchange is open for the business of dealing in securities <u>and the Shares;</u>
<u>CCASS</u>	<u>the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited;</u>
Company	means Foxconn International Holdings Limited, a company incorporated in the Cayman Islands with limited liability;
connected persons	has the meaning ascribed to it in the Listing Rules;

Employee	means any employee of the Company or any of its subsidiaries, but excluding any director or any other member of senior management of the Company <u>or any of its subsidiaries;</u>
Grantee	means any Employee or third party service provider who accepts the Offer <u>offer</u> of grant of Shares in accordance with the terms of the Scheme and, where the context so permits, a person or persons who is entitled to <u>receive Shares and the Related Income relating thereto</u> in consequence of the death of the original Grantee;
Hong Kong	means the Hong Kong Special Administrative Region of the People's Republic of China;
Listing Rules	The Rules Governing the Listing Of <u>of</u> Securities on The Stock Exchange of Hong Kong Limited (<u>as amended from time to time</u>);
Lock-up Period	shall have the meaning as defined in paragraph 8.1 <u>clause 9.1</u> ;
Proposed Beneficiaries/ <u>Proposed Beneficiary</u>	shall mean the proposed persons <u>person(s)</u> to be entitled to receive Shares under the Scheme and shall include Proposed Senior Beneficiaries; and
<u>Proposed Senior Beneficiaries/ Proposed Senior Beneficiary</u>	<u>shall have the meaning as defined in clause 6.1(b);</u>
<u>Related Distributions</u>	<u>means all distributions in the form other than cash or Shares declared and distributed by the Company in respect of any Award Share (including nil paid rights, bonus warrants, non-cash and non-scrip distributions) held upon the Trust not sold by the Trustee in accordance with the terms of the Scheme and remain valid under the terms and conditions attached thereto;</u>
<u>Related Income</u>	<u>means all income derived from any Award Share (including, but not limited to, dividends and other cash distributions, any bonus Shares and scrip Shares received in respect of the Award Share) held by the Trust. For the avoidance of doubt, excluding nil paid rights, bonus warrants, non-cash and non-scrip distributions or Residual Cash;</u>

Residual Cash

means cash remaining in the Trust Fund in respect of any Award Share (including interest income derived from deposits maintained with licensed banks in Hong Kong, cash income and sale proceeds (including the cash proceeds of sale of non-cash and non-scrip distributions declared and distributed by the Company in respect of Award Shares held upon the Trust));

Returned Shares

means such Award Shares and Related Income relating thereto which are forfeited in accordance with the terms of the Scheme (whether as a result of a Total Lapse or otherwise), the Related Distributions of such Award Shares, or such Shares being deemed to be Returned Shares in accordance with the terms of the Scheme and the cash distribution and dividends declared and distributed by the Company in respect of the Returned Shares;

Scheme

means this share scheme, as the same may be amended from time to time;

Senior Award Shares

shall have the meaning as defined in clause 6.1(b);

Shares

means shares of US\$0.04 each in the share capital of the Company (or of such other nominal amount as may result from a sub-division, consolidation, reclassification or reconstruction of such share capital from time to time) that are listed on the Stock Exchange, ~~at the discretion of the Board;~~

Stock Exchange

means The Stock Exchange of Hong Kong Limited;

subsidiary

means a company which is for the time being and from time to time a subsidiary (within the meaning of section 2(4) of the Companies Ordinance of Hong Kong (Chapter 32 of the Laws of Hong Kong)) of the Company whether incorporated in Hong Kong, the Cayman Islands or elsewhere;

third party service provider	any advisor or consultant to the Company or any of its subsidiaries, including any employee of Hon Hai Precision Industry Company Limited or any of its subsidiaries (other than the Company and its subsidiaries), provided, however, that (i) such advisor or consultant is a natural person and provides bona fide services to the Company or any of its subsidiaries, (ii) the services provided by the <u>such</u> advisor or consultant are not in connection with the offer or sale of securities in a capital-raising transaction of the Company and (iii) such advisor or consultant, or the services provided <u>by him or her</u> , do not directly or indirectly make a market for the Company's securities; and
<u>Total Lapse</u>	<u>shall have the meaning as defined in clause 9.4;</u>
<u>Trust</u>	<u>the trust constituted by the Trust Deed;</u>
<u>Trust Deed</u>	<u>a trust deed to be entered into by the Company and the Trustee (as restated, supplemented and amended from time to time);</u>
<u>Trust Fund</u>	(a) <u>all Shares acquired or subscribed by the Trustee pursuant to the Scheme for the purpose of the Trust out of cash paid to the Trustee by way of settlement or otherwise contributed by the Company, and all Residual Cash, Related Income and Related Distributions of, and such other scrip income (including but not limited to bonus Shares and scrip dividends declared by the Company) derived from, the Shares held by the Trust; and</u> (b) <u>all other properties from time to time representing (a) above;</u>
<u>Trustee</u>	<u>Bank of East Asia (Trustees) Limited, and any additional or replacement trustees, being the trustee or trustees for the time being of the trusts declared in the Trust Deed;</u>
US\$	means United States dollars; <u>the lawful currency of the United States of America; and</u>
<u>Vesting Date</u>	<u>shall have the meaning as defined in clause 9.1.</u>

2. PURPOSE

The shareholders and the Board ~~of the Company~~ have determined to establish the Scheme in connection with the Company's intention to list its Shares on the Stock Exchange (the *Listing*). The purpose of the Scheme is to attract skilled and experienced personnel, to ~~incentivise~~ provide incentives to them to remain with the Company, ~~and~~ to give effect to the Company's customer-focused corporate culture and to motivate them to strive for the future development and expansion of the Company and its subsidiaries by providing them with the opportunity to acquire equity interests in the Company.

3. TRUSTEE

- 3.1 In order to facilitate the implementation of the Scheme, ~~a trustee to be appointed by the Company (the Trustee) will enter into a trust deed (the Trust Deed) with~~ is entered into by the Company in relation to and the Scheme Trustee, in accordance with which the Trustee shall hold and deal with the Trust Fund (including, without limitation, all Award Shares acquired or subscribed by it for the purposes of the Scheme) pursuant to the terms of the Trust Deed.
- 3.2 The powers of the Trustee will be limited as set forth in the Trust Deed.
- 3.3 The Scheme shall be subject to the administration of the Board in accordance with the Scheme terms hereof.

4. DETERMINATION OF BENEFICIARIES

4.1 ~~Any director of the Company can be appointed~~ Subject to clause 6, the Board may propose or determine as to which Employees and, directors or other members of senior management of the Company or any of its subsidiaries or any third party service providers should ~~should~~ shall be entitled to receive grants of Shares under the Scheme, together with the number of Shares to which each such Employee and, director or member of senior management of the Company or any of its subsidiaries or third party service provider should ~~should~~ shall be entitled. However, with regard to any proposed grant to any director or other senior management of the Company, such proposal from the senior management of the Company or any of its subsidiaries shall be sent to the remuneration committee of the Company (the ~~and make the relevant grant of Shares to the Beneficiaries under the Scheme subject to such conditions as the Board may deem appropriate at its discretion.~~ Remuneration Committee). Upon receipt of such proposal, the Remuneration Committee will:

- (a) ~~consider whether to accept the proposal from senior management (with or without amendments); and~~
- (b) ~~if the proposal is accepted (with or without amendments), select from among the proposed directors or other senior management those persons who will be entitled to receive Shares under the Scheme (each, a Proposed Senior Beneficiary), determine the number of Shares that each Proposed Senior Beneficiary will be entitled to be granted (in respect of each Proposed Senior Beneficiary, the Senior Award Shares) and inform the Board.~~

4.2 ~~The selection of Proposed Senior Beneficiaries and determination of the number of Senior Award Shares to which each Proposed Senior Beneficiary will be entitled will be made pursuant to a resolution of the Remuneration Committee.~~

5. GRANT AND ACKNOWLEDGEMENT OF SHARES UNDER THE SCHEME SHARES

5.1 The Company will notify each relevant Proposed Beneficiary of its entitlement to Award Shares by way of a notice in substantially the form set out in Schedule 1 (each, a *Notice of Award*).

5.2 Upon the receipt by the Company, by no later than thirty (30) days after the delivery of the Notice of Award, of a duly completed acknowledgement form in substantially the form set out in Schedule 2 (each, an *Acknowledgement Form*) from a Proposed Beneficiary (each Proposed Beneficiary who so returns an acknowledgement form, a *Beneficiary* and together the Beneficiaries), pursuant to which the Beneficiary will agree to the terms and conditions of the Notice of Award and the Scheme, ~~any director appointed by the Company will:~~

- (a) give instructions to and inform the Trustee in writing of the following:
- (i) the name, address, and passport/identity card number (or the number of such other personal identity document), together with a copy of the relevant personal identity document, of the Beneficiary and whether the Beneficiary is a connected person (as such term is defined in the Listing Rules) of the Company;
 - (ii) the number of Award Shares to be granted to that Beneficiary;
 - (iii) the Lock-up Period(s) applicable to that Beneficiary;
 - (iv) ~~(iii)~~ the conditions (if any) of the grant of Award Shares, including, without limitation, as to vesting, the Lock-up Period(s) and such other terms and conditions as may be imposed by the Board;
 - (v) whether the Award Shares referred to in (ii) above will be subscribed for or, as the case may be, purchased by the Trustee; and
 - (vi) ~~(iv)~~ the amount of cash to be made available to the Trustee to subscribe for and/or purchase, as the case may be, the number of Award Shares referred to in (ii) above; and
- (b) procure the payment by the Company (or the relevant subsidiary of the Company, as the case may be) to the Trustee of the amount of cash under ~~paragraph~~ clause 5.2(a)(~~iv~~vi).

- 5.3 Within ~~fifteen~~ (510) business days (or such other period as the Company and the Trustee may agree in writing) after the receipt of the cash payment under ~~paragraph~~ clause 5.2(b):
- (a) for the purposes of granting Award Shares to Beneficiaries who are not connected persons of the Company:
- (i) (a) the Trustee shall subscribe on behalf of the relevant Beneficiary for new Award Shares at par value; and
- ~~(ii)~~ (b) the Company shall (1) allot new Shares, fully-paid or credited as fully paid, at par value to the Beneficiaries Trustee (on behalf of the Beneficiary) and (2) procure a share certificates ~~certificate(s)~~ referred to in (1) to be issued in the name of HKSCC Nominees Limited ~~the Trustee~~ (or its nominee(s)) and to be deposited into the Central Clearing and Settlement System (CCASS) operated by Hong Kong Securities Clearing Company Limited for credit to the CCASS participant account of, or designated by, the Trustee; and/or account as designated by the Trustee; or
- (ii) subject to clause 8, the Trustee shall purchase the relevant Award Shares on behalf of the relevant Beneficiary in the open market (if any) at the prevailing market price reasonably obtainable by it and procure that the share certificate(s) in respect of such Award Shares be deposited into CCASS for credit to the CCASS participant account of, or designated by, the Trustee; and
- (b) for the purposes of granting Award Shares to Beneficiaries who are connected persons of the Company, subject to ~~paragraph~~ clause 8, the Trustee shall purchase the relevant Award Shares on behalf of the Beneficiary in the open market (if any) at the ~~best~~ prevailing market price reasonably obtainable by it and procure that the share ~~certificates~~ certificate(s) in respect of such Award Shares be deposited into CCASS for credit to the CCASS participant account of, or designated by, the Trustee.

For the avoidance of doubt, the Trustee shall be entitled to rely on the written instructions given by the Company under clause 5.2(a)(i), without further enquiry, to determine whether or not any Beneficiary is a connected person of the Company, unless notified by the Company in writing to the contrary.

5.4 The Trustee shall:

- (a) ~~during the Lock-up Period applicable to the Award Shares,~~ hold all Award Shares acquired or subscribed by it under ~~paragraph~~ clause 5.3 not forfeited or lapsed or otherwise being deemed to be Returned Shares in its custody as custodian on behalf of the Beneficiaries pursuant to the terms of the Scheme; and
- (b) ~~after the expiry of the relevant Lock-up Period applicable to the Award Shares,~~ deal with the Award Shares in accordance with the ~~instruction~~ terms of the Beneficiaries Scheme and the terms of the Trust Deed.

- 5.5 If the Company does not receive a properly completed Acknowledgement Form from any Proposed Beneficiary within thirty (30) days after the delivery of the Notice of Award to such Proposed Beneficiary, the grant of the Award Shares to such Proposed Beneficiary shall be deemed to have lapsed and the Trustee shall not be required to acquire any Award Shares for such Proposed Beneficiary in accordance with paragraph clause 5.3.
- 5.6 ~~The Award Shares will be granted~~Without prejudice to clause 9.3, the Beneficiaries for free will not bear the cost of the subscription or purchase of the Award Shares.
- 5.7 ~~No grant of Shares shall be granted~~made under the Scheme after a price sensitive event has occurred or a price sensitive matter has been the subject of a decision until such when any director of the Company is in possession of any unpublished price sensitive information has been announced pursuant to the requirements of the Listing Rules and, in particular, in relation to the Company or any of its subsidiaries or where dealings in Shares have been suspended or dealings in Shares by any director of the Company are prohibited under any code or requirement of the Listing Rules or any applicable legal or regulatory requirement from time to time. Without limiting the generality of the foregoing, no grant of Shares shall be grantedmade under the Scheme at any time during the period:
- (a) commencing one month immediately preceding the earlier of:
 - (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period; and
 - (ii) the deadline for the Company to publish an announcement of its results for any year, half-year, quarterly or any other interim period; and
 - (b) ending on the date of the ~~respective~~relevant results announcement.
- 5.8 Any excess in the amount of cash made available by the Company to the Trustee pursuant to clause 5.2(a)(vi) for the purpose of the purchase of, Award Shares to which such amount relates shall be returned by the Trustee within ten (10) business days after completion of the relevant purchase. Where the amount of cash made available by the Company to the Trustee pursuant to clause 5.2(a)(vi) is not sufficient to purchase all the relevant Award Shares, the Trustee shall purchase the maximum number of board lots of Shares as is permissible by such amount of cash available and seek further funds from the Board until all the relevant Award Shares are purchased.

6. GRANTGRANTS TO DIRECTORS, SENIOR MANAGEMENT AND CONNECTED PERSONS

- 6.1 With regard to any proposed grant of Shares under the Scheme to any director or other senior management of the Company or any of its subsidiaries, a proposal from the Board shall be sent to the remuneration committee of the Company (the *Remuneration Committee*). Upon receipt of such proposal, the Remuneration Committee shall:

- (a) consider whether to accept the proposal from the Board (with or without amendments); and
- (b) if the proposal is accepted (with or without amendments), select from among the proposed directors or other senior management of the Company or any of its subsidiaries those persons who will be entitled to receive Shares under the Scheme (the *Proposed Senior Beneficiaries*, and each, a *Proposed Senior Beneficiary*), determine the number of Shares that each Proposed Senior Beneficiary will be entitled to be granted (in respect of each Proposed Senior Beneficiary, the *Senior Award Shares*) and inform the Board.

6.2 The selection of Proposed Senior Beneficiaries and determination of the number of Senior Award Shares to which each Proposed Senior Beneficiary will be entitled will be made pursuant to a resolution of the Remuneration Committee.

6.3 ~~6.1~~ In addition to the requirements set out in clause 6.1, any proposed For grants of Shares proposed to be made to Beneficiaries who are executive or non-executive directors (other than independent non-executive directors) of the Company or a director of any of the Company's subsidiaries, the relevant grant grant of Shares under the Scheme to any connected person in relation to the Company or any of its subsidiaries must be approved by the independent non-executive directors of the Company (except where such connected person is an independent non-executive director of the Company, in which case such director shall abstain from such approval process).

6.4 ~~6.2~~ If In addition to the requirements set out in clause 6.3, if any proposed grant of Shares to any connected person in relation to the Company or any of its subsidiaries under the Scheme would result in the total number of Shares issued and to be issued under the Scheme for the purpose of making grants to any such director in being granted to such connected person during the 12-month period up to and including immediately preceding the date of the such proposed grant representing in aggregate over exceeding 1% of the Shares in issue total issued share capital of the Company as at the date of the such proposed grant, the then such proposed grant must be approved by the shareholders of the Company in general meeting, with any executive or non-executive director of the Company who is both a shareholder of the Company and the proposed Grantee of the Shares abstaining at which such connected person and his associates shall abstain from voting.

6.5 ~~6.3~~ If any executive or non-executive director of the Company connected person in relation to the Company or any of its subsidiaries or his associates is required to abstain from voting on a proposed grant under paragraph clause ~~6.2~~ 6.4, the shareholders of the Company must vote on the proposed grant by way of poll.

7. MAXIMUM NUMBER OF SHARE GRANTS; SHAREHOLDER MANDATE

7.1 ~~The maximum number of Shares to be subscribed and/or purchased by the Trustee, as the case may be, on behalf of the Beneficiaries, for the purpose of granting Shares granted by the Company under the Scheme during:~~

- (a) ~~the period commencing from the date of Listing on the Stock Exchange (the *Listing Date*) and ending on the date of the first annual general meeting of the Company thereafter granting at which the separate mandate referred to in paragraph clause 7.2 below is granted will be 2% of the Company's issued share capital as at the Listing Date; and~~
- (b) ~~the period between ~~one~~each annual general meeting and the subsequent annual general meeting will be 2% of the Company's issued share capital as at the date of the earlier annual general meeting.~~

7.2 ~~For the purposes of allotting and issuing Shares under the Scheme, the The Board will, from time to time, seek from the Company's shareholders in general meeting (voting by poll) a separate mandate which will specify the maximum number of Shares which may be allotted and issued for the purpose of granting Shares under the Scheme. This separate mandate will only for the purposes of allotting and issuing Shares under the Scheme, which mandate shall be subject to the provisions of clause 7.1 and shall remain in effect until the earliest of:~~

- (a) ~~the conclusion of the Company's next annual general meeting;~~
- (b) ~~the expiration of the period within which the Company's next annual general meeting is required by any applicable law or its Articles of Association to be held; and~~
- (c) ~~it is varied or revoked by an ordinary resolution of the Company's shareholders in general meeting.~~

~~At the general meeting at which the separate such mandate is sought, any shareholder of the Company who is entitled to receive grants through the subscription by the Trustee, on its behalf, for new Shares under the Scheme, including such shareholders being management members and employees of the Company or its subsidiaries (but excluding, for the avoidance of doubt, directors of the Company or any of its subsidiaries, who will not be entitled under the Scheme to receive grants of Shares through subscription by the Trustee for new Shares); with Proposed Beneficiary to whom any Share is proposed to be granted under the Scheme by way of the allotment and issue of Shares to be effected pursuant to such mandate and his associates shall abstain from voting on the relevant resolution(s) granting the such mandate.~~

7.3 ~~the The Company will, in the circular to its shareholders convening the relevant general meeting, disclose the aggregate fair value of the new Shares that may be issued under the Scheme under the separate mandate, the dilution effect on its shareholders, ~~the likely impact of employee costs on the Company and its subsidiaries if such Shares were issued at the estimated fair value, and the fact that its shareholders who are also beneficiaries under the Scheme would~~ and details of any person who will be required to abstain from voting on the relevant resolution(s) granting the mandate.~~

8. RESTRICTIONS ON PURCHASES BY TRUSTEE

8.1 The Trustee will not purchase Shares from the market for the purpose of making grants of Shares under the Scheme ~~after a price sensitive event has occurred or a price sensitive matter has been the subject of a decision until, in each case, such price sensitive information has been announced pursuant to the requirements of the Listing Rules and, in particular, the Trustee will not purchase Shares from the market during the period:~~

- (a) commencing one month immediately preceding the earlier of:
 - (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period; and
 - (ii) the deadline for the Company to publish an announcement of its results for any year, half-year, quarterly or any other interim period; and
- (b) ending on the date of the relevant results announcements,

provided that the commencement date and end date of such period shall have been notified by the Company to the Trustee by not less than 7 days' prior notice in writing.

9. LOCK-UP AND VESTING

9.1 The Award Shares (and the Related Income arising therefrom), or any part thereof, held by the Trustee upon the Trust and which are referable to a Beneficiary are vested in that Beneficiary on the date of subscription or purchase of such Award Shares (as the case may be) by the Trustee on behalf of the relevant Beneficiary (the "Vesting Date"). Beneficiaries will not be permitted to sell or otherwise dispose of or deal with some or all their Award Shares (and the Related Income arising therefrom) during the period of up to three years, which will vary from Beneficiary to Beneficiary as to be determined by the Board and communicated to the Trustee in writing, commencing from the date of grant (in respect of each Beneficiary, the "Lock-up Period").

9.2 The Trustee shall, in respect of any Beneficiary, during the applicable Lock-up Period:

- (a) hold all such Award Shares and Related Income in its custody on behalf of ~~the Beneficiary~~ such Beneficiary; and
- (b) ~~shall ensure that no part of the legal and beneficial interest in all such Award Shares and Related Income is sold or otherwise disposed of by the Beneficiary~~ shall ensure that no part of the legal and beneficial interest in all such Award Shares and Related Income is sold or otherwise disposed of by such Beneficiary.

9.3 ~~At~~Notwithstanding the provisions of clause 9.7, at any time after the expiry of the applicable Lock-up Period for the relevant Award Shares of any Beneficiary, each such Beneficiary shall be entitled to cause the sale or other disposal of some or all of ~~its~~such Award Shares and/or Related Income relating thereto by giving instructions in writing to the Company (or to such other ~~the Company~~designee of the Company as may be notified to the Beneficiary in writing by the Company for such purpose) and, upon the receipt of such instructions by the Company (or its designee), the Company shall procure the Trustee, by giving instructions in writing to the Trustee, to sell or otherwise dispose of such Award Shares, and to and/or Related Income in open market (if any) at the then prevailing market price reasonably obtainable by the Trustee, and account to the Beneficiary for any net proceeds of such sale or disposal, in accordance with the Beneficiary's instructions and the terms of the Trust Deed. The Trustee shall be entitled to make the following deductions from the proceeds of such sale or disposal of the Award Shares and/or Related Income relating thereto, in accordance with the terms of the Trust Deed:

- (a) any brokerage, transaction levy, investor compensation levy and Stock Exchange trading fee payable by the Beneficiary to the Trustee (or other person effecting the sale or disposal of the Award Shares and/or Related Income for and on behalf of the Trustee);
- (b) any stamp duty payable by the Beneficiary; and
- (c) any amount as may be notified to the Trustee in writing by the Company (or its designee) to be withheld from the proceeds for the purpose of paying on behalf of the Beneficiary any income or other tax payable by the Beneficiary,

in respect of the sale or disposal of the such Award Shares and/or Related Income. In respect of amounts withheld for the purposes of clause 9.3(c), the Trustee will pay all such amounts withheld to the Company within ten (10) business days of such deduction being made.

9.4 Notwithstanding the provisions of ~~paragraphs~~clauses 9.1 and 9.2, in the event that a Beneficiary ceases to be an employee of the Company or any of its subsidiaries or, where the Beneficiary is a third party service provider, it ceases to provide services prior to the expiry of the relevant contract between the Beneficiary and the Company or its subsidiary, at any time prior to the sale or disposal of all of its Award Shares or Related Income relating thereto, but ~~only if the applicable~~on or after the expiry of the relevant Lock-up Period has expired), the Beneficiary shall be deemed to have given instructions in writing to the Company to sell all of its Award Shares and Related Income relating thereto and the Company shall procure the Trustee, by giving instructions in writing to the Trustee, to sell all of the Beneficiary's Award Shares and Related Income relating thereto in open market (if any) at the then prevailing market price reasonably obtainable by the Trustee, and account to the Beneficiary for the net proceeds of such sale, in accordance with paragraph clause 9.3. In the case where the applicable Lock-up Period has not expired, the Beneficiary shall be deemed to have waived all its rights and benefits to the Award Shares and the Related Income relating thereto and the Trustee shall promptly within ten (10) business days from the day of receiving the notice in writing from the Company sell such Award Shares and Related

Income in ordinary market transactions open market (if any) at the then prevailing market price reasonably obtainable by the Trustee and remit the net proceeds to the Company.†In addition, where an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company) (each of these, an event of “Total Lapse”), the Beneficiary shall cease forthwith to be entitled to the Award Shares and Related Income relating thereto then held by the Trustee, and the same shall be deemed to be Returned Shares for the purposes of the Scheme.

- 9.5 Notwithstanding the provisions of clauses 9.1 and 9.4, in respect of a Beneficiary who died or retired at his normal retirement date or earlier by agreement with the Company or any of its subsidiaries at any time prior to the expiry of the relevant Lock-up Period, the relevant Lock-up Period in respect of all the Award Shares and the Related Income relating thereto of that Beneficiary shall be deemed to be expired on the day immediately prior to his death or retirement at his normal retirement date or at an earlier date by agreement with the Company or any of its subsidiaries.
- 9.6 In the event of the death of a Beneficiary, the Trustee shall hold the Award Shares and the Related Income relating thereto (hereinafter referred to as “Benefits”) on trust and will transfer the same to the legal personal representatives of the Beneficiary, and subject as aforesaid and without prejudice to all applicable regulations, ordinances or statutes, the Trustee shall hold the Benefits or so much thereof as shall not be transferred or applied under the foregoing powers within (i) two years of the death of the Beneficiary (or such longer period as the Trustee and the Board shall agree in writing from time to time) or (ii) the Trust Period as defined in the Trust Deed (whichever is the shorter) whereupon, or if the Benefits would otherwise become bona vacantia, the Benefits shall be forfeited and cease to be transferable and such Benefits shall be deemed and held as Returned Shares for the purposes of the Scheme. Notwithstanding the foregoing, the Benefits held upon the trusts hereof shall until transfer be retained and may be invested and otherwise dealt with by the Trustee subject to the terms of the Trust Deed.
- 9.7 Except in the circumstances as set out in clause 9.5 in respect of the death of a Beneficiary or retirement of a Beneficiary at his normal retirement date or an earlier date by agreement with the Company or any of its subsidiaries, or a Total Lapse,
- (a) unless otherwise agreed between the Board and the Trustee, not less than one (1) month prior to the end of any Lock-up Period, the Trustee shall send to the relevant Beneficiary (with a copy to the Company) at the address in the records of the Trustee a notice together with such prescribed transfer documents which require the Beneficiary to execute to effect the transfer to him of the legal title of the relevant Award Shares and the Related Income relating thereto at the end of the relevant Lock-up Period; and

- (b) subject to the receipt by the Trustee of (i) transfer documents prescribed by the Trustee and duly signed by the Beneficiary within the period stipulated in the notice referred to in clause 9.7(a) hereof, and (ii) a written confirmation from the Company that all conditions relating to the relevant Award Shares and the Related Income relating thereto having been fulfilled, the Trustee shall transfer such Award Shares and the Related Income to the relevant Beneficiary.

10. ~~VOTING AND DIVIDENDS~~

- 10.1 ~~Upon being granted Award Shares under the Scheme the Award Shares being vested in the relevant Beneficiary (whether or not the applicable Lock-up Period relating thereto has expired) and subject to paragraph 9.2, clause 10.2, each Beneficiary shall be entitled to exercise all voting rights and rights to participate in dividends and other distributions in respect of its such Award Shares.~~
- 10.2 For so long as the Trustee holds any Award Shares in its custody on behalf of a Beneficiary, the Trustee shall
- (a) (a) exercise the voting rights in respect of such Award Shares held by the Trustee upon the Trust under the Scheme pursuant to the voting instructions given to it by such Beneficiary. in accordance with the Beneficiary's instructions from time to time; exercise voting rights on behalf of the Beneficiary in respect of its Award Shares; and
- (b) ~~ensure that all dividends and other distributions in respect of the Beneficiary's Award Shares are paid into such bank account as may be notified to the Trustee by the Beneficiary or by the Company, on behalf of the Beneficiary, from time to time for such purpose.~~

11. ~~PERSONAL RIGHTS; NO TRANSFERS; LIABILITY~~

- 11.1 The rights of each Beneficiary under the Notice of Award are personal to such Beneficiary and are not assignable except by succession.
- 11.2 Any attempt by Beneficiaries to sell, transfer, charge, mortgage, grant, encumbrance or create any interest in favour of any third party over the Award Shares except in accordance with the Scheme shall be null and void.
- 11.3 ~~The Trustee will be indemnified by the Company from and against any and all losses, claims, damages and liabilities related to, arising out of or in connection with the Scheme and the Trustee will be reimbursed for all expenses (including the fees and disbursements of legal counsel) as they are incurred in connection with investigating, preparing, pursuing or defending any action, claim, suit, investigation or proceeding related to, arising out of or in connection with the Scheme whether or not pending or threatened and whether or not the Trustee is a party, but only to the extent that such are not attributable to breach of trust due to fraud, wilful wrongdoing, bad faith or negligent acts.~~

~~11.4 The Trustee shall not be liable for any loss, claims, damages and liabilities related to, arising out of or in connection with acts properly carried out in pursuance of the Scheme, except in the event of fraud, wilful wrongdoing, bad faith or negligent acts or omissions on the part of the Trustee.~~

12. DECISIONS ARE FINAL;~~ALTERATION OF THE SCHEME~~

12.1 All decisions and determinations of the Company, the Board and/or the Remuneration Committee, as the case may be, made under the Scheme will be final and conclusive.

~~12.2 The Board may amend the Scheme from time to time, but in no event may the Board make any such amendment that would materially prejudice the interests of a Beneficiary.~~

13. COSTS

~~13.1 All stamp duty levied on any transfer of Shares to Beneficiaries under the Scheme shall be borne by the Company.~~

~~13.2~~ 13.1 The Trustee will be entitled to be reimbursed by the Company (or the relevant subsidiary of the Company, as the case may be) for all ~~reasonable~~ administrative, professional and other costs, fees and expenses properly incurred in relation to the holding of and dealing with the Award Shares under the Trust Deed.

14. GENERAL

14.1 The rights and obligations of a Beneficiary under the terms and conditions of office or employment or services engagement with the Company or otherwise will not be affected by its participation in the Scheme.

14.2 A Beneficiary will be responsible for obtaining, or complying with any requirements to be fulfilled in order to obviate the necessity to obtain, any governmental or other official consent that may be required by any country or jurisdiction in order to permit the Trustee to sell or otherwise dispose of the Award Shares and the Related Income relating thereto in accordance with the Beneficiary's instructions given (or deemed to have been given) under the Scheme. ~~the~~The Company and the Trustee, or any of them, will not be responsible whatsoever for any failure by a Beneficiary to obtain any such consent or for any tax or other liability to which a Beneficiary may become subject as a result of its participation in the Scheme.

14.3 Any notice or other document required to be given hereunder to any Beneficiary will be delivered to it by hand or sent by post to it at its ~~correspondence~~ address according to the records of the Company or the Trustee, as the case may be, from time to time. ~~Notices sent by post to any Beneficiary will be deemed to have been given 48 hours after the date of posting.~~ Any notice or other document to be given to the Company and/or the Trustee must be delivered by hand or sent by post to its their respective address as set out (in the case of

the Company) in the Acknowledgement Form and (in the case of the Trustee) in the Notice Award, or such other address as may be notified by the Company and/or the Trustee to any Beneficiary in writing from time to time.

14.4 Any notice or other communication served by post:

- (a) by the Company or the Trustee shall be deemed to have been served 72 hours after the same was posted; and
- (b) by the Grantee shall not be deemed to have been served until the same shall have been received by the Company.

14.5 ~~14.4~~ Participation in the Scheme is voluntary.

14.6 ~~14.5~~ The Award Shares will, including those granted to the directors of the Company or its subsidiaries, form part of the remuneration of the Beneficiaries (being a discretionary bonus in the form of the grant of the Award Shares or a discretionary cash bonus satisfied in the form of the Award Shares).

14.7 ~~14.6~~ The Trustee shall maintain two separate accounting records for the Award Shares:

- (a) one for Award Shares subscribed for or purchased by the Trustee on behalf of Beneficiaries who are not connected persons of the Company; and
- (b) one for Award Shares purchased on the market by the Trustee on behalf of Beneficiaries who are connected persons of the Company.

15. CONFIDENTIALITY; DATA PRIVACY

15.1 All information pertaining to the grant of Award Shares to Beneficiaries must be kept confidential by the Beneficiary. Beneficiaries must not make any copies of the Scheme documents or show any such documents to any other person (other than such Beneficiary's legal, tax or investment advisor) without written authorisation from the Company.

15.2 ~~the~~The Company and the Trustee may hold certain personal information about Beneficiaries, including but not limited to name, home address and telephone number, date of birth, identity card number, passport number, salary, nationality, job title, any Shares of stock or directorships held in the Company, details of documentation relating to the Award Shares, for the purposes of implementing, administering and managing the Scheme (together, *Data*). As a condition of the grant of the Award Shares, Beneficiaries must consent to the collection, use, retention and transfer of personal Data.

15.3 The Trustee and the Company may transfer Data amongst themselves for the purposes of implementing, administering and managing the Scheme and as may be necessary to comply with any relevant securities, tax, stock exchange or other law or requirement, and the Trustee and the Company may each further transfer Data to any third parties assisting the Company and/or the Trustee in the implementation, administration and management of the Scheme and who have a duty of confidentiality to the Company or the Trustee. These recipients may be located in mainland China, Hong Kong or overseas. By participating in the Scheme, the Beneficiaries authorise such parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Scheme.

16. EFFECTIVENESS AND TERM

16.1 The Scheme shall take effect subject to the passing of the necessary resolution to adopt the Scheme by the shareholders of the Company and the Board and is conditional upon:

- (a) the Listing Committee of the Stock Exchange granting approval for the listing of, and permission to deal in, on the Stock Exchange, any Shares which may be issued pursuant to the grant of Award Shares under the Scheme; and
- (b) the commencement of dealings in the Shares on the Stock Exchange.

If both of the above conditions are not satisfied on or before the date which is thirty (30) days after the date of the Hong Kong prospectus in respect of the Listing (or such later date as the Board may decide), the Scheme shall forthwith determine and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the Scheme.

16.2 The Scheme shall be valid and effective for a period of 10 years commencing on the date that the Scheme becomes unconditional in accordance with ~~paragraph~~clause 16.1 above, after which period no further grants of Award Shares will be made under the Scheme, but the provisions of the Scheme shall remain in full force and effect to the extent necessary to give effect to any grant of Award Shares made prior thereto or otherwise as may be required in accordance with the provisions of the Scheme.

17. TAKEOVER, RIGHTS ISSUE, OPEN OFFER, SCRIP DIVIDEND SCHEME ETC.

17.1 If there occurs an event of change in control of the Company, whether by way of offer, merger, scheme of arrangement or otherwise, any Lock-up Period to which any Award Shares relate shall be deemed to be expired on the date when such change of control event becomes or is declared unconditional. Subject to the receipt by the Trustee of duly executed prescribed transfer documents on or before such time as the Trustee may determine, the Trustee shall transfer such Award Shares and Related Income to the relevant Beneficiaries. For the purpose of this clause 17.1, "control" shall have the meaning as specified in The Codes on Takeovers and Mergers and Share Repurchases from time to time.

- 17.2 In the event the Company undertakes an open offer of new securities in respect of any Shares which are held by the Trustee under the Scheme, the Trustee shall not subscribe for any new securities. In the event of a rights issue, the Trustee shall use reasonable effort to sell such amount of the nil-paid rights allotted to it as is appropriate in the open market (if any) at the then prevailing market price and the proceeds of sale of such rights (net of all related transaction costs, fees, duty and expenses reasonably incurred by the Trustee) shall be deemed as Residual Cash.
- 17.3 In the event the Company issues bonus warrants in respect of any Shares which are held by the Trustee, the Trustee shall not subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants and shall use reasonable effort to sell the bonus warrants created and granted to it in the open market (if any) at the then prevailing market price, the proceeds of sale of such bonus warrants (net of all related transaction costs, fees, duty and expenses reasonably incurred by the Trustee) shall be deemed as Residual Cash.
- 17.4 In the event the Company undertakes a scrip dividend scheme, the Trustee shall elect to receive scrip Shares.
- 17.5 In the event the Company undertakes a consolidation of the Shares, all fractional share arising out of such consolidation in respect of all Award Shares and Related Income relating thereto of a Beneficiary shall be deemed as Returned Shares for the purposes of the Scheme and shall not be transferred to in the relevant Beneficiary at any time.
- 17.6 In the event of other non-cash and non-scrip distributions made by the Company in respect of any Award Shares held upon the Trust, the Trustee shall use reasonable effort to dispose of such distribution and the proceeds of the sale (net of all related transaction costs, fees, duty and expenses reasonably incurred by the Trustee) thereof shall be deemed as Residual Cash.

18. ~~17-~~GOVERNING LAW; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS

18.1 ~~17.1~~The Scheme, including the Notice of Award and the Acknowledgment Form, will be governed by and construed in accordance with the laws of Hong Kong and, by accepting participation in the Scheme by delivery to the Company of a duly completed Acknowledgment Form, the Beneficiary agrees that the courts of Hong Kong will have exclusive jurisdiction to settle any dispute, difference, controversy or claim which may arise out of or in connection with the creation, validity, effect, interpretation or performance of, or the legal relationship created by, this Scheme and for such purposes irrevocably submits to the jurisdiction of the Hong Kong courts.

19. ~~18-~~ALTERATION OF THE SCHEME

19.1 ~~18.1~~The Scheme may be altered or varied in any respect by a resolution of the Board ~~except that any change to the authority of the directors or scheme administrators in relation to any alteration to the terms of the Scheme shall not be made, except with the prior sanction of a resolution of the shareholders of the Company in general meeting,~~ provided that no such alteration shall operate to affect adversely the terms of issue of any Shares granted or agreed to be granted prior to such alteration except with the consent or sanction of such majority of the Grantees as would be required of the shareholders of the Company under the Articles of Association for a variation of the rights attached to the Shares.

19.2 ~~18.2~~ alteration Any alterations to the terms and conditions of the Scheme which are of a material nature shall be subject to the approval of variation shall be made which will adversely affect any subsisting rights of any Beneficiary (present or future), except with the sanction of an ordinary resolution passed at a meeting of the shareholders of the Company save where the alterations take effect automatically under the existing terms of the Scheme.

20. ~~19-~~MISCELLANEOUS

20.1 ~~19.1~~The Scheme shall not form part of any contract of employment or engagement of services between the Company or any of its subsidiaries and any Employee or third party services provider and the rights and obligations of any Employee or third party services provider under the terms of his office, employment or engagement shall not be affected by his participation in the Scheme or any right which he may have to participate in it and the Scheme and shall afford such an Employee or third party services provider no additional rights to compensation or damages in consequence of the termination of such office or employment or engagement of services for any reason.

20.2 ~~19.2~~The Scheme shall not confer on any person any legal or equitable rights (other than those constituting the Shares themselves) against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company.

- 20.3 ~~19.3~~The Company shall bear the costs of establishing and administering the Scheme.
- 19.4 ~~A Grantee shall upon accepting an offer of grant of Shares be entitled to receive a copy of the Scheme.~~
- 20.4 For the avoidance of doubt:
- (a) a Beneficiary shall have no rights in any of the Related Distributions, the Residual Cash or the Returned Shares;
- (b) a Beneficiary shall only have a contingent interest in the Award Shares and the Related Income relating thereto which are referable to him subject to the relevant Lock-up Period of such Shares in accordance with clause 9.1;
- (c) ~~19.5 Any notice or other communication between the Company and a Grantee may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, a Beneficiary shall have no rights in 2, 2nd Donghuan Road, 10th Yousong Industrial District Longhua Town, Baoan, Shenzhen, China, P.C. 518109~~any (and marked for the attention of the Secretary) or as notified to the Grantees from time to time and, in the case of the Grantee, his address as notified to the Company from time to time. 19.6 balance fractional share of the Related Income of any Award Share and any fractional Share arising out of consolidation of Shares (such fractions shall be deemed as Returned Shares for the purposes of the Scheme);~~Any notice or other communication served by post:(a) and~~by the Company shall be deemed to have been served 24 hours after the same was posted; and(b) by the Grantee shall not be deemed to have been received until the same shall have been received by the Company.
- 19.7 ~~A Grantee shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction in order to permit the grant. The Company shall not be responsible for any failure by a Grantee to obtain any such consent or for any tax or other liability to which a Grantee may become subject as a result of his participation in the Scheme.~~
- (d) in the case of the death of a Beneficiary, the Benefits shall be forfeited if no transfer of the Benefits to the legal personal representatives of the Beneficiary is made within the period prescribed in clause 9.6. The legal personal representatives of the Beneficiary shall have no claims against the Company or the Trustee.
- 20.5 ~~19.8~~The Board shall have the power from time to time to make or vary regulations for the administration and operation of the Scheme, provided that the same are not inconsistent with the provisions of the Scheme.
- 19.9 ~~The Scheme granted hereunder shall be governed by and construed in accordance with Hong Kong law.~~

SCHEDULE 1

FORM OF NOTICE OF AWARD

POST-IPO SHARE SCHEME

PRIVATE AND CONFIDENTIAL
FOR ADDRESSEE ONLY

[Beneficiary's Name and Position]

[Beneficiary's Address]

[Date]

Dear [Name]

In recognition of your services to [_____], a subsidiary of] Foxconn International Holdings Limited (*the Company*), the ~~shareholders and~~ board of directors of the Company have resolved to invite you as _____ [e.g. employee of the Company or any of its subsidiaries, third party service provider, director] to participate in the Company's Post-IPO Share Scheme (the *Scheme*). The terms used in this Notice of Award shall have the same meaning given to them in the Scheme.

In consideration of your agreement to the terms and conditions of the Scheme, the Company agrees to grant to you for free [number] shares of the Company (the **Award Shares**) under the Scheme, subject to your due completion of the Acknowledgement Form attached to this Notice of Award.

The grant of Award Shares under the Scheme shall be subject to the terms and conditions of this Notice of Award and the Scheme (as the same may be amended from time to time pursuant to the terms and conditions of the Scheme), a copy of which is enclosed herewith.

[The grant of Award Shares hereunder is also subject to the following conditions (the "**Others Conditions**"):

[•••] (e.g. approval from shareholders of the Company)

The Award Shares granted to you may not be sold, mortgaged, transferred, charged, assigned, pledged or otherwise disposed of or encumbered in whole or in part or any way whatsoever during the period of [number•••] months commencing from the date of grant[•••] (the "**Lock-up Period**").

For the purpose of clause 14.3 of the Scheme, the address of the Trustee is as follows:

[...]

In order to accept the Award Shares agreed to be granted to you under this Notice of Award, please sign and return the enclosed Acknowledgement Form by not later than [date], failing which the opportunity to accept this offer will automatically lapse.

Yours faithfully

For and on behalf of

FOXCONN INTERNATIONAL HOLDINGS LIMITED

Name:

Position:

Attachment:

1. the Company Post-IPO Share Scheme

SCHEDULE 2

ACKNOWLEDGEMENT FORM

POST-IPO SHARE SCHEME

To: The Board of Directors
Foxconn International Holdings Limited (the **Company**)
2, 2nd Donghuan Road
10th Yousong Industrial District
Longhua Town, Baoan
Shenzhen
Guangdong
China

Attn: [Secretary of the Board of Directors]

*Terms and expressions defined in the Company's Post-IPO Share Scheme (the **Scheme**) and the Notice of Award dated [•••] issued by the Company to me ("Notice of Award") pursuant to the Scheme shall have the same meanings when used in this Acknowledgement Form, unless the context requires otherwise.*

In consideration of the Company's agreement to grant Award Shares to me subject to the terms and conditions of the Scheme, I hereby acknowledge, represent and agree for the benefit of the Company and the Trustee as follows:

1. I have read the Notice of Award and agree to be bound by the terms and conditions thereof and of the Scheme enclosed therewith.
2. I hereby acknowledge that neither you, nor any of your subsidiaries, nor the Trustee has ~~not~~ made any representation or warranty or given me any expectation of employment or services engagement or continued employment or services engagement to induce me to accept the offer and that the terms of the Scheme, the Trust Deed, the Notice of Award and this Acknowledgement Form constitute the entire agreement between us relating to the grant of Award Shares under the Scheme.
3. I acknowledge and agree that any action taken or decision made by the Company or the Trustee arising out of or in connection with the construction, administration, management, interpretation ~~or~~, effect or performance of the Scheme shall lie within its sole and absolute discretion, as the case may be, and shall be final, conclusive and binding on me. By accepting the Award Shares granted to me under the Scheme, I shall be conclusively deemed to have indicated (i) acceptance and ratification of, and consent to, any action taken under the Scheme by the Company, the Board or the Trustee and (ii) acceptance of the terms and conditions of the Scheme.

4. I acknowledge:
- (i) that I will not be required to pay for the Award Shares and that this grant of Award Shares under the Scheme is a one-time benefit which does not create any contractual right to receive additional rights or compensation;
 - (ii) that, ~~for so long as the Trustee holds the Award Shares:~~
 - (a) ~~the Trustee shall exercise the voting rights in respect of the Award Shares in accordance with my instructions from time to time; and~~
 - (b) ~~the Trustee shall pay all dividends and other distributions in respect of the Award Shares into such bank account as I, or the Company on my behalf, may notify to the Trustee from time to time;~~(iii) that my participation in the Scheme is voluntary;
 - (viii) that the Award Shares will form part of my remuneration; and
 - (iv) that the future value of the Shares sold ~~after the expiry of the Lock-Up Period~~ is unknown and cannot be predicted with certainty.
5. I acknowledge the Lock-up Period applicable to the Award Shares as set out in the Notice of Award [and the Other Conditions].
6. I acknowledge that, in the event [that I cease to be an employee of] [where I cease to be a third party service provider to] prior to the expiry of the Lock-up Period applicable to the Award Shares granted to me, all my rights and benefits to the Award Shares (together with the Related Income relating thereto) shall be forfeited and such Award Shares and Related Income will become Returned Shares for the purpose of the Scheme.
7. I agree, and undertake, to enter into any such additional documentation as the Company and/or Trustee may, in their absolute discretion, require in order to facilitate the transfer of the Award Shares to me on or after the expiry of the Lock-up Period applicable to me or sale or disposal of the Award Shares.
8. I agree that I may be required by the Trustee, in its absolute discretion, to become a client of the Trustee for the purposes of transferring the Award Shares to me, subject to the terms and conditions of, and the execution of the documents which, the Trustee may, at its absolute discretion, require from time to time.
9. I acknowledge that any rights or benefits that I may have to the Award Shares are subject to the approval of such grant and/or the compliance from time to time with the Listing Rules or any other rules or regulations which may be applicable to such grant.

10. 5-I understand that the Company and the Trustee may hold certain personal information about me, including but not limited to my name, home address and telephone number, date of birth, identity card number, passport number, salary, nationality, job title, any Shares of stock or directorships held in the Company, details of documentation relating to the Award Shares, for the purposes of implementing, administering and managing the Scheme (together, Data). As a condition of the grant of the Award Shares, I consent to the collection, use, retention and transfer of personal Data for such purposes.

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

PLEASE PRINT IN BLOCK LETTERS

Name in full: _____

Position: _____

Address: _____

Nationality: _____

Identity Card No./Passport No.: _____

Signature: _____

Date: _____

Notes:

Please forward the Acknowledgement Form to the [Secretary of the Board of Directors] of the Company in an envelope marked "Private and Confidential".

NOTICE OF EXTRAORDINARY GENERAL MEETING

FIH[®]

Foxconn International Holdings Limited

富士康國際控股有限公司*

(Incorporated in Cayman Islands with limited liability)

(Stock Code: 2038)

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting of shareholders of Foxconn International Holdings Limited (“Company”) will be held at 2, 2nd Donghuan Road, 10th Yousong Industrial District, Longhua Town, Baoan, Shenzhen, Guangdong, the PRC on Friday, 4 August 2006 at 2:30 p.m. for the following purposes:

As special business, to consider and, if thought fit, to pass with or without modification the following ordinary resolution:

ORDINARY RESOLUTION

“THAT:

the proposed amendments to the Share Scheme (as defined in the circular (“Circular”) to the shareholders of the Company dated 19 July 2006), a copy of which has been provided to this meeting marked as “A” and signed by the Chairman of this meeting for the purpose of identification, as set out in the Appendix to the Circular, be and is hereby approved.”

By order of the Board

Chin Wai Leung, Samuel

Chairman and Chief Executive Officer

Hong Kong, 19 July 2006

Registered office:

Scotia Centre, 4th Floor
P.O. Box 2804, George Town
Grand Cayman
Cayman Islands

*Principal Place of Business
in Hong Kong:*

16th Floor, Phase 1
Fountain Set Building
3A Hung Cheung Road
Tuen Mun
New Territories
Hong Kong

** for identification purposes only*

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notes:

- (a) Any member entitled to attend and vote at the meeting convened by the above notice is entitled to appoint one or more proxies to attend and, in the event of a poll, to vote in his stead. A proxy need not be a member of the Company. If more than one proxy is appointed, the appointment shall specify the number of Shares in respect of which each such proxy is appointed.

- (b) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority, must be lodged with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at 46th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, not less than 48 hours before the time fixed for holding of the Extraordinary General Meeting or any adjourned meeting.