

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all your shares in Wuling Motors Holdings Limited, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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五菱汽車集團控股有限公司
WULING MOTORS HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability) (股份代號 Stock Code : 305)

**ADOPTION OF NEW SHARE OPTION SCHEME,
TERMINATION OF EXISTING SHARE OPTION SCHEME
AND
NOTICE OF SPECIAL GENERAL MEETING**

A letter from the Board is set out on pages 5 to 14 of this circular.

A notice convening an SGM of Wuling Motors Holdings Limited to be held at Unit 1901, 19/F, Beautiful Group Tower, 77 Connaught Road Central, Hong Kong on Wednesday, 10 November 2021 at 10:00 a.m., is set out on pages 35 to 38 of this circular. A form of proxy for use at the SGM is also enclosed. Such form of proxy is also published at the websites of Hong Kong Exchanges and Clearing Limited (www.hkexnews.hk) and the Company (www.wuling.com.hk).

PRECAUTIONARY MEASURES AND SPECIAL ARRANGEMENTS FOR THE SGM

Considering the outbreak of the coronavirus (COVID-19), certain measures will be implemented at the SGM with a view to addressing the risk to attendees of infection, including without limitation, (i) all attendees being required to (a) undergo compulsory body temperature check; (b) complete a health declaration (a copy of the form is enclosed with this circular), which may be used for contact tracing, if required; and (c) wear surgical masks prior to admission to the SGM venue; (ii) attendees who are subject to health quarantine prescribed by the Hong Kong Government not being admitted to the SGM venue; (iii) all attendees being required to wear surgical masks throughout the SGM; (iv) each attendee being assigned a designated seat at the time of registration to ensure social distancing; and (v) no refreshment packs or coffee/tea being provided.

The Company reminds attendees that they should carefully consider the risks of attending the SGM, taking into account their own personal circumstances. Furthermore, the Company would like to remind Shareholders that physical attendance in person at the SGM is not necessary for the purpose of exercising their voting rights and strongly recommends that Shareholders appoint the Chairman of the SGM as their proxy and submit their form of proxy as early as possible. The form of proxy can be downloaded from the Company's website (www.wuling.com.hk) or the Stock Exchange's website.

The Company will keep the evolving COVID-19 situation under review and may implement additional measures which it will announce closer to the date of the SGM.

A form of proxy for use at the SGM is enclosed with this circular. Whether or not you are able to attend the SGM, you are requested to complete the accompanying form of proxy in accordance with the instructions printed thereon and return the same to the office of the Company's Hong Kong branch share registrar, Tricor Tengis Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the SGM or any adjournment thereof. Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the SGM or any adjourned meeting if they so wish.

21 October 2021

CONTENTS

	<i>Page</i>
Definitions	1
Letter From the Board	
I. Introduction	5
II. The Termination of the Existing Share Option Scheme	5
III. Proposed Adoption of the New Share Option Scheme	6
IV. Book Closure for SGM Attendance	13
V. The SGM and Proxy Arrangement	13
VI. Recommendation	14
VII. Documents Available for Display and Inspection	14
VIII. Additional Information	14
IX. Responsibility Statement	14
Appendix I — Summary of the Principal Terms of the New Share Option Scheme	15
Notice of Special General Meeting	35

DEFINITIONS

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

“Adoption Date”	being the date on which the New Share Option Scheme is approved by the Guangxi SASAC and conditionally adopted by resolution of the Shareholders of the Company in its general meeting;
“associate(s)”	has the meaning ascribed to it under the Listing Rules;
“Auditor”	the auditor for the time being of the Company;
“Board”	the board of directors of the Company or a duly authorised committee thereof;
“Business Day”	a day on which the Stock Exchange is open for the business of dealing in securities;
“Bye-laws”	the Bye-laws of the Company, as amended from time to time;
“chief executive”	has the meaning ascribed thereto in the Listing Rules;
“Company”	Wuling Motors Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 305);
“Companies Act”	the Companies Act 1981 of Bermuda (as amended);
“Companies Ordinance”	the Companies Ordinance (Cap. 622 of the Laws of Hong Kong);
“Conditions for Grant”	the conditions stated in paragraph 6 of Appendix I;
“Conditions for Vesting”	the conditions stated in paragraph 8 of Appendix I;
“connected person”	has the meaning ascribed to it under the Listing Rules;
“Directors”	the directors of the Company;
“Effective Period”	the period during which the New Share Option Scheme is effective;
“Eligible Grantee(s)”	persons who are eligible to accept the offer of the grant of an Option in accordance with the Existing Share Option Scheme;
“Eligible Relationship”	the relationship between a Participant and the Company or any Subsidiary;

DEFINITIONS

“Existing Share Option Scheme”	the existing share option scheme of the Company adopted on 28 May 2012;
“External Director(s)”	a Director who is not an employee of and is external to the Company. Other than the position as the Director and the member of the specific committee(s), he/she will not hold any positions and will not be responsible for any businesses undertaken by the executive departments which would affect his/her impartiality in discharging his/her duty as an external director of a company. A Director who is an employee of the holding company of the Company and participates in the incentive scheme of the Company would not be considered as External Director;
“Grant”	the granting of the Options under the New Share Option Scheme to the Participants;
“Grant Date”	the date (which shall be a trading day) on which the Grant is made to (and subject to acceptance by) a Participant in accordance with the relevant requirements by the Board at a Board meeting to be convened after the New Share Option Scheme has been considered and approved at a general meeting;
“Grantee”	any Participant who accepts the grant of any Option in accordance with the terms of the New Share Option Scheme or (where the context so permits) a person entitled under the New Share Option Scheme to exercise any such Option in consequence of the death of the original Grantee;
“Grant Letter”	has the meaning ascribed to it in paragraph 7 of Appendix I of this circular;
“Group”	the Company and its Subsidiaries;
“Guangxi SASAC”	廣西壯族自治區人民政府國有資產監督管理委員會 (the State-owned Assets Supervision and Administration Commission of the State Council of the People’s Government of Guangxi Zhuang Autonomous Region of the PRC*);
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;

* For identification purpose only

DEFINITIONS

“Latest Practicable Date”	18 October 2021, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein;
“Listing Committee”	has the meaning ascribed to this term under the Listing Rules;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“New Refreshed Limit”	has the meaning ascribed to it in paragraph 4 of Appendix I of this circular;
“New Share Option Scheme”	the new share option scheme proposed to be adopted at the SGM;
“Option(s)”	an option or options granted to an Eligible Grantee under the Existing Share Option Scheme or to (and subject to acceptance by) a Participant pursuant to the New Share Option Scheme;
“Option Period”	in respect of any particular Option, a period (which is of not more than six (6) years from the Grant Date) to be determined and notified by the Board to the Grantee, commencing on the date as specified in the Grant Letter to the Participant, and expiring on the earliest of the last day of the said period or such time as specified in the New Share Option Scheme;
“Participant(s)”	any person(s) being (i) any Director (including any executive Director or non-executive Director) of any member of the Group and (ii) any employee (whether in full time or part-time employment) of any member of the Group (the two categories above are exclusive of any independent non-executive Director, External Director, and any Shareholder (or beneficial owner) holding 5% or more of the issued share capital of the Company, or the spouse, any parent, child or other associate (as defined under the Listing Rules) of such Shareholder (or beneficial owner));
“PRC”	People’s Republic of China (for the purpose of the New Share Option Scheme, excluding Hong Kong, Macau and Taiwan Regions);
“Refresher Date”	has the meaning ascribed to it in paragraph 4 of Appendix I of this circular;

DEFINITIONS

“Restriction Period”	the period that the Options shall not be exercised from the Grant Date imposed by the Board at its discretion;
“Scheme Period”	the period of six (6) years commencing on the Adoption Date and expiring on the sixth (6th) anniversary of the Adoption Date;
“SFO”	Securities and Futures Ordinances (Chapter 571, Laws of Hong Kong);
“Share(s)”	ordinary share(s) of HK\$0.004 each in the capital of the Company;
“Shareholder(s)”	holder(s) of Share(s)
“SGM”	the special general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving, among other things, the adoption of the New Share Option Scheme and the termination of the Existing Share Option Scheme;
“Subscription Price”	the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option as described in paragraph 9 of Appendix I, subject to adjustment in accordance with the New Share Option Scheme;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subsidiary(ies)”	a company which is for the time being and from time to time a subsidiary (within the meaning of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) or according to the laws of Bermuda) of the Company, as the case may be, whether incorporated in Hong Kong, Bermuda or elsewhere;
“substantial shareholder”	has the meaning ascribed to it under the Listing Rules;
“Vesting”	the Options being vested and exercisable by the Participants;
“Vesting Period”	the period during which the Options shall be vested and exercisable by the Participants;
“Wuling Industrial”	Liuzhou Wuling Motors Industrial Company Limited, the principal Subsidiary of the Group; and
“%”	per cent



五菱汽車集團控股有限公司
WULING MOTORS HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability) (股份代號 Stock Code : 305)

Executive Directors:

Mr. Yuan Zhijun (*Chairman*)
Mr. Lee Shing (*Vice-chairman & Chief Executive Officer*)
Mr. Yang Jianyong
Mr. Wei Mingfeng

Registered office:

Victoria Place, 5th Floor,
31 Victoria Street,
Hamilton HM10,
Bermuda

Independent Non-executive Directors:

Mr. Ye Xiang
Mr. Wang Yuben
Mr. Mi Jianguo

*Principal place of business
in Hong Kong:*

Unit 1901, 19/F
Beautiful Group Tower
77 Connaught Road Central,
Hong Kong

21 October 2021

To the Shareholders

Dear Sir/Madam,

**ADOPTION OF NEW SHARE OPTION SCHEME,
TERMINATION OF EXISTING SHARE OPTION SCHEME
AND
NOTICE OF SPECIAL GENERAL MEETING**

I. INTRODUCTION

Reference is made to the announcement of the Company dated 30 July 2021 in relation to the proposed adoption of the New Share Option Scheme and the termination of the Existing Share Option Scheme. The purpose of this circular is to provide you with (i) information regarding the resolutions to be proposed at the SGM on the adoption of the New Share Option Scheme and the termination of the Existing Share Option Scheme, and (ii) notice of the SGM at which the ordinary resolution as set out in such notice of SGM will be proposed. The Board has confirmed that having made all reasonable enquiries, no Shareholder is required to abstain from voting on any of the resolutions as set out in the notice of the SGM.

II. THE TERMINATION OF THE EXISTING SHARE OPTION SCHEME

The Existing Share Option Scheme was conditionally adopted by the Company on 28 May 2012 and is valid for a period of 10 years from the date of its adoption, and will expire on 27 May 2022.

LETTER FROM THE BOARD

As at the Latest Practicable Date, the issued share capital of the Company was approximately HK\$13,192,645.33, being the aggregate nominal amount of 3,298,161,332 Shares which are in issue. Under the Existing Share Option Scheme, the Company can grant Options for the subscription of up to 151,799,297 Shares to the Eligible Grantees, the aggregate nominal amount of which representing 4.6% of the issued share capital of the Company without taking into account any Shares issued and allotted pursuant to the exercise of Options granted under the Existing Share Option Scheme.

As at the Latest Practicable Date, the Company had granted Options for the subscription of a total of 122,511,497 Shares (as adjusted) under the Existing Share Option Scheme to the Eligible Grantees, of which 16,790,270 Options had been exercised, Options to subscribe for 105,721,227 Shares have been cancelled or lapsed and no Options remained outstanding. The Directors confirm that prior to the SGM, they will not grant any further Option under the Existing Share Option Scheme. There is no other share option scheme of the Company besides the Existing Share Option Scheme.

According to the terms of the Existing Share Option Scheme, the Company may by ordinary resolution in general meeting terminate the operation of the Existing Share Option Scheme, and in such event no further Options can be granted under the Existing Share Option Scheme.

In view of (a) the expiration of the Existing Share Option Scheme on 27 May 2022; (b) no further Options can be offered or granted pursuant to the Existing Share Option Scheme after its expiration even if the New Share Option Scheme mandate limit under the Existing Share Option Scheme is refreshed and (c) all remaining options that have yet to be granted will become void or non-exercisable after the termination of the Existing Share Option Scheme, the Board proposes to take the opportunity to adopt the New Share Option Scheme and simultaneously terminates the Existing Share Option Scheme at the SGM or upon the fulfillment of the conditions of the adoption of the New Share Option Scheme set out in the paragraph below, whichever is later. The rules of the Existing Share Option Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of Options granted prior to its expiration or otherwise as may be required in accordance with the rules of the Existing Share Option Scheme. Options granted prior to such expiration shall continue to be valid and exercisable in accordance with the rules of the Existing Share Option Scheme.

III. PROPOSED ADOPTION OF THE NEW SHARE OPTION SCHEME

The Board proposed to adopt the New Share Option Scheme, the principal terms of which are set out in the Appendix I to this circular, to further improve the governance structure of the Company and to establish a long-term and effective incentive mechanism to attract and retain key talents. A copy of the New Share Option Scheme will be published on the websites of Hong Kong Exchanges and Clearing Limited (www.hkexnews.hk) and the Company (www.wuling.com.hk) for display for a period of not less than 14 days before the date of the SGM and the New Share Option Scheme will be made available for inspection at the SGM. The New Share Option Scheme will be valid for 6 years from the Adoption Date.

LETTER FROM THE BOARD

In view of the Existing Share Option Scheme is going to expire in less than one year, the Board proposes to adopt the New Share Option Scheme in order to provide the Company with the flexibility of granting share options to selected eligible persons as incentives or rewards for their contribution or potential contribution to the Group. The terms of the New Share Option Scheme are in accordance with the provisions of Chapter 17 of the Listing Rules.

As the highest authority of the Company, the Shareholders in general meeting shall be responsible for considering and approving the New Share Option Scheme. The Board shall be authorized by the Shareholders in general meeting to be responsible for the implementation and management of the New Share Option Scheme. The Board shall act as the executive management body of the New Share Option Scheme.

- (i) The Board is authorized by the Shareholders in general meeting to grant Options to the Participants upon fulfilment of Conditions for Grant by the Company and the Participants, and to deal with all matters necessary for the granting of the Options;
- (ii) The Board is authorized by the Shareholders in general meeting to review and confirm whether the Company and the Participants fulfil the Conditions for Vesting, and to deal with all matters necessary for the Vesting of Options to the Participants;
- (iii) The Board is authorized by the Shareholders in general meeting to review and approve proposals for granting of Options, including but not limited to the determination of the Grant Date, Subscription Price, Conditions for Grant, Conditions for Vesting and Vesting arrangements;
- (iv) The Board is authorized by the Shareholders in general meeting to adjust the number and price of Options in accordance with the adjustments required in note to Rule 17.03(13) of the Listing Rules upon conversion of capital reserve into new shares, issue of bonus shares, share subdivision, share consolidation or rights issue as specified in the New Share Option Scheme, pursuant to the provisions of the New Share Option Scheme;
- (v) The Board is authorized by the Shareholders in general meeting to handle the matters in relation to the exercised or outstanding Options pursuant to the provisions of the New Share Option Scheme if special circumstances stated under the New Share Option Scheme in relation to the Company and the Participant (such as resignation, retirement or death of the Participants) occur;
- (vi) The Board is authorized by the Shareholders in general meeting to decide pursuant to the provisions of the New Share Option Scheme whether to recover the gains obtained by the Participants from the exercise of Options; and
- (vii) The Board is authorized by the Shareholders in general meeting to administer other matters necessary for the New Share Option Scheme. The Board, depending on the circumstances, may authorize the remuneration committee under the Board to handle some of the matters relating to the Options, in which case the same shall be included and explained clearly in a resolution of the Board and the approval at a general meeting shall be sought in relation to it.

LETTER FROM THE BOARD

None of the Directors are appointed as trustees of the New Share Option Scheme or have a direct or indirect interest in the trustees of the New Share Option Scheme.

As at the date of this circular, the Company has not yet granted any Options under the New Share Option Scheme.

Conditions of the Adoption of the New Share Option Scheme

The adoption of the New Share Option Scheme is conditional upon (i) the approval from the Guangxi SASAC; (ii) the approval from the Shareholders for the adoption of the New Share Option Scheme at the SGM of the Company to be convened in due course; and (iii) the approval from the Stock Exchange for the listing and trading of any Shares to be issued under the Options that may be granted under the New Share Option Scheme. The New Share Option Scheme may be amended upon the request from the Guangxi SASAC and/or Hong Kong regulatory authorities.

As at the Latest Practicable Date, the in principle approval from the Guangxi SASAC in relation to the implementation of the New Share Option Scheme had been obtained.

Application will be made by the Company to the Listing Committee of the Stock Exchange for the grant of approval for the listing and trading of any Shares to be issued under the Options that may be granted under the New Share Option Scheme.

Participants

Any person being (i) any Director (including any executive Director or non-executive Director) of any member of the Group and (ii) any employee (whether in full time or part-time employment) of any member of the Group. The two categories above are exclusive of any independent non-executive Director; any External Director; and any Shareholder (or beneficial owner) holding 5% or more of the issued share capital of the Company, or the spouse, any parent, child or other associate (as defined under the Listing Rules) of such Shareholder (or beneficial owner)).

The Group plans to grant Options to Participants in the coming 12 months under the New Share Option Scheme after passing the relevant resolutions in the SGM. As of the Latest Practicable Date, the first batch of target Participants mainly includes (i) Mr. WEI Mingfeng, the executive Director of the Company and deputy general manager of Wuling Industrial, (ii) Mr. LAI Shi Hong Edward, chief financial officer and company secretary of the Company and also a director of Wuling Industrial, (iii) Mr. ZHAN Qiangmin the deputy general manager and assistant to general manager of Wuling Industrial, (iv) Mr. LI Weimin, the deputy general manager and also the senior controller of the operation

LETTER FROM THE BOARD

and information department of Wuling Industrial, (v) Mr. LI Huanyu, the deputy general manager of Wuling Industrial and a director and the general manager of Liuzhou Wuling Liuji Motors Company Limited, a subsidiary of Wuling Industrial, (vi) Mr. LIU Yourong, the deputy general manager of Wuling Industrial, (vii) Ms. QIN Jialing, chief financial officer, general counsel and assistant to the general manager of Wuling Industrial and (viii) other mid-level or core employees of the Group. The expected size of first batch Options to be granted to the target Participants for each of Mr. WEI Mingfeng, Mr. LAI Shi Hong, Mr. ZHAN Qiangmin, Mr. LI Weimin, Mr. LI Huanyu, Mr. LIU Yourong, Ms. QIN Jialing and other mid-level or core employees of the Group is approximately 0.01%, 0.007%, 0.01%, 0.01%, 0.01%, 0.008% and 2.621% of the total issued Shares, respectively. The Company will make further announcement in due course with respect to any grant of the Options. The Company shall comply with the public float requirement under Rule 8.08 of the Listing Rules upon any exercise of the Options.

Purpose of the New Share Option Scheme

The purpose of the New Share Option Scheme is to, among others, (i) recognize and acknowledge the contributions or potential contributions made or to be made by the Participants to the Group; (ii) motivate the Participants to optimize their performance and efficiency for the benefit of the Group; (iii) maintain or attract business relationship with the Participants whose contributions are or may be beneficial to the growth of the Group; and (iv) establish a benefit sharing and risk sharing mechanism among the Shareholders, the Company and the Participants to all together pay more attention to long-term development of the Company.

The Board may in its discretion prescribe the terms on which the Option(s) is to be granted (including (i) the Subscription Price (subject to the requirements of the Listing Rules) and (ii) the minimum period for which an Option(s) must be held and/or a performance target which must be achieved before an Option can be exercised) either on a case by case basis or generally. The Directors is of the view that the Board will be provided with flexibility under the New Share Option Scheme in determining (amongst other things) the Vesting Period, applicable performance targets and other conditions for Grant and conditions for Vesting to which the specific Grant may be subject and thereby will place the Group in a better position to provide the appropriate incentives to Participants to make contributions to the Group and to retain or attract valuable human resources for long-term development of the Group.

Value of the Options

The Board considers that it would not be appropriate to state the value of the Options that may be granted pursuant to the New Share Option Scheme as if they had been granted at the Latest Practicable Date. The Board believes that any statement regarding the value of the Options as at the Latest Practicable Date, based on a number of speculative assumptions, would not be meaningful and would be misleading to the Shareholders, taking into account the number of variables (including the Subscription Price and other variables) which are crucial for assessing the value of the Options which have not been determined.

LETTER FROM THE BOARD

Maximum Quantity of Grant

The maximum number of Shares which may be issued upon exercise of all Options to be granted under the New Share Option Scheme shall not in aggregate exceed 3% of the total number of Shares in issue as at the Adoption Date. As at the Latest Practicable Date, the Company has a total of 3,298,161,332 Shares in issue. Assuming that there is no change to the issued share capital of the Company between the Latest Practicable Date and the Adoption Date, the total number of Shares which may be issued upon exercise of all Options to be granted under the New Share Option Scheme would be 98,944,839 Shares.

Termination

The New Share Option Scheme will automatically terminate on the expiry of the Scheme Period. Upon termination, no further Options can be offered under the New Share Option Scheme. All Options granted prior to the termination of the New Share Option Scheme and not yet exercised shall continue to be exercisable in accordance with the terms of the New Share Option Scheme unless otherwise provided by the terms of the New Share Option Scheme.

If any of the events as provided by the terms of the New Share Option Scheme occurs in relation to the Company, the New Share Option Scheme shall be terminated but the provisions of the New Share Option Scheme shall remain in force in all other respects, and once the resolution in relation to the termination of the New Share Option Scheme is considered and approved by the Board, or the general meeting of the Shareholders, within one (1) year after the effective date of the resolution of the Board or the general meeting of the Shareholders, no new Options shall be granted to the Participants while the Participants shall not exercise any Options or obtain any gains under the New Share Option Scheme.

All Options granted and accepted prior to such termination and not yet exercised shall not continue to be valid and exercisable subject to and in accordance with the New Share Option Scheme, as well as the Company Law of the PRC. The Board shall, in accordance with the provisions of the clauses and the relevant arrangements of the New Share Option Scheme, recover the income gained/received/obtained by the Participants.

Comparison with the Terms of the Existing Share Option Scheme

There are certain differences between the principal terms of the Existing Share Option Scheme and the New Share Option Scheme, including but not limited to, the following:

- (1) the New Share Option Scheme further includes specific Conditions for Grant and Conditions for Vesting, including but not limited to some performance targets to be fulfilled by the Company, Subsidiaries and Participants;

LETTER FROM THE BOARD

- (2) the New Share Option Scheme further limits the maximum number of shares available for subscription. In particular, the maximum number of Shares that may be issued upon exercise of all outstanding Options granted and yet to be exercised under the New Share Option Scheme (and any other schemes) is limited to not more than 10% of the total Shares in issue at any time (the Existing Share Option Scheme: 30%) and there is an additional limitation under the New Share Option Scheme that the aggregate number of Shares which may be allotted and issued upon exercise of all Options to be granted under the New Share Option Scheme shall not exceed 3% of the total number of Shares in issue as at the Adoption Date;
- (3) the New Share Option Scheme has removed the requirement of the consideration payable by a Participant on the acceptance of the offer of the Grant;
- (4) the Scheme Period is shortened to six (6) years under the New Share Option Scheme (the Existing Share Option Scheme: ten (10) years);
- (5) the Vesting Period is shortened to five (5) years under the New Share Option Scheme (the Existing Share Option Scheme: ten (10) years);
- (6) in comparison with the Existing Share Option Scheme, the New Share Option Scheme includes the resignation of the Grantee and the dismissal by the Company due to personal reasons in the rights on ceasing employment of the Grantee and does not separately set out the rights of the Grantee on breach of contract and dismissal;
- (7) the New Share Option Scheme shortens the twelve (12) months period from the date of death under the Existing Share Option Scheme to the earlier of the date of expiry of the Option Period or within a period of six (6) months from the date of death for the legal personal representative(s) of such Grantee to exercise the Option;
- (8) the New Share Option Scheme extends the period from fourteen (14) days under the Existing Share Option Scheme to one (1) month for each Eligible Grantee and Grantee respectively to exercise the Option after the date on which the general offer made to all the Shareholders becomes or is declared unconditional and the Company is no longer required to use all reasonable endeavours to procure that such offer is extended to all the Grantees on the same terms;
- (9) the New Share Option Scheme extends the period from two (2) business days prior to the date on which the resolution for voluntary winding up is to be passed under the Existing Share Option Scheme to any time not later than thirty (30) days prior to the record date for ascertaining entitlements to attend and vote at the proposed general meeting of the Company for each Eligible Grantee and Grantee (or his legal personal representative(s)) respectively to exercise all or any of the Options;

LETTER FROM THE BOARD

- (10) the New Share Option Scheme further provides for the rights of the Grantee regarding (a) cessation to be such employee or officer by reason of (i) relocation, removal or retirement; (ii) ill health, disability, insanity, loss of earning capacity or loss of civil capacity, which is not caused by work injuries; and (iii) loss of earning capacity caused by work injuries during his/her term of office in the Company; (b) application made to the court (otherwise than where the Company is being voluntarily wound up) in connection with a proposed compromise or arrangement between the Company and its members (or any class of them); and (c) other unspecified circumstances;
- (11) the New Share Option Scheme further sets out specific methods to calculate the adjustments of the number of Options and the subscription price in the event of any conversion of capital reserve into new shares, issue of bonus shares, share subdivision, share consolidation or rights issue prior to the exercise of the Options;
- (12) under the Existing Share Option Scheme, the Company may only by resolution in general meeting terminate the Existing Share Option Scheme. However, the New Share Option Scheme sets out more specific events that the Board and/or the general meeting may terminate the New Share Option Scheme. Further, unlike the Existing Share Option Scheme, (a) all Options granted and accepted prior to the termination not then exercised shall not continue to be valid and exercisable subject to and in accordance with the New Share Option Scheme, as well as the Company Law of the PRC; (b) within one (1) year after the effective date of the resolution of the Board or the general meeting of the Shareholders, no new Options shall be granted to the Participants while the Participants shall not exercise any Options or obtain any gains under the New Share Option Scheme; and (c) no other share option scheme can be proposed to the general meeting for approval or disclosed the same to the public within three (3) months after the date of the publication of the announcement about passing the resolution to terminate the New Share Option Scheme in accordance with the relevant provisions therein; and
- (13) the New Share Option Scheme sets out more events that an Option shall lapse automatically.

For the avoidance of doubt, the summary of the principal terms of the New Share Option Scheme in Appendix I of this circular and Appendix III of the circular of the Company dated 25 April 2012 shall be controlling in all respects and shall prevail in case of any inconsistencies with the above comparison.

The above differences between the two share option schemes are mainly for the purpose of aligning with the policies of the Guangxi SASAC.

LETTER FROM THE BOARD

IV. BOOK CLOSURE FOR SGM ATTENDANCE

For the purpose of ascertaining the Shareholders' entitlement to attend and vote at the SGM, the register of members of the Company will be closed from Friday, 5 November 2021 to Wednesday, 10 November 2021 (both dates inclusive), during which period no transfer of Shares will be registered.

In order to be eligible to attend and vote at the SGM, unregistered holders of Shares should ensure all share transfer forms accompanied by the relevant share certificates must be lodged with the Company's share registrar, Tricor Tengis Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong for registration no later than 4:30 p.m. on Thursday, 4 November 2021.

V. THE SGM AND PROXY ARRANGEMENT

The notice of the SGM is set out on pages 35 to 38 of this circular.

Pursuant to the Listing Rules and the Bye-laws, any vote of Shareholders at a general meeting must be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. An announcement on the poll vote results will be published by the Company after the SGM in the manner prescribed under Rule 13.39(5) of the Listing Rules.

A form of proxy for use at the SGM is enclosed with this circular and such form of proxy is also published on the websites of Hong Kong Exchanges and Clearing Limited (www.hkexnews.hk) and the Company (www.wuling.com.hk). To be valid, the form of proxy must be completed and signed in accordance with the instructions printed thereon and deposited at the Company's share registrar, Tricor Tengis Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, as soon as possible but in any event not less than 48 hours before the time appointed for holding the SGM or any adjournment thereof. In calculating the aforesaid 48 hours period, no account will be taken of any part of a day that is a public holiday. Accordingly, the form of proxy must be delivered not later than 10:00 a.m. on Monday, 8 November 2021. Completion and delivery of the form of proxy will not preclude you from attending and voting at the SGM if you so wish.

To the best of the Directors' knowledge and information having made all reasonable enquiries, no Shareholder is materially interested in the Existing Share Option Scheme or the New Share Option Scheme, and accordingly, no Shareholder is required to abstain from voting in respect of the resolution to be proposed at the SGM.

The Board confirms that to the best of their knowledge, information and belief having made all reasonable enquiries, as at the Latest Practicable Date, there was no voting trust or other agreement or arrangement or understanding (other than an outright sale) entered into by or binding upon any Shareholder and there was no obligation or entitlement of any Shareholder whereby he has or may have temporarily or permanently passed control over the exercise of the voting right in respect of his Shares to a third party, either generally or on a case-by-case basis.

LETTER FROM THE BOARD

VI. RECOMMENDATION

The Board (including independent non-executive Directors) considers that the adoption of the New Share Option Scheme and termination of the Existing Share Option Scheme are all in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board (including independent non-executive Directors) recommends all Shareholders to vote in favour of all the relevant ordinary resolutions to be proposed at the SGM as set out in the notice of the SGM.

VII. DOCUMENTS AVAILABLE FOR DISPLAY AND INSPECTION

A copy of the New Share Option Scheme will be published on the websites of Hong Kong Exchanges and Clearing Limited (www.hkexnews.hk) and the Company (www.wuling.com.hk) for display for a period of not less than 14 days before the date of the SGM and the New Share Option Scheme will be made available for inspection at the SGM.

VIII. ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in the Appendix I (summary of the principal terms of the New Share Option Scheme).

IX. RESPONSIBILITY STATEMENT

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

On behalf of the Board
Yuan Zhijun
Chairman

* *For identification purpose only*

The following is a summary of the principal terms of the New Share Option Scheme to be considered by the Shareholders at the SGM. The terms of the New Share Option Scheme comply with the provisions of Chapter 17 of the Listing Rules.

1. SOURCE OF UNDERLYING SHARES

The source of underlying shares of the New Share Option Scheme is the ordinary shares to be issued by the Company to the Participants.

2. PURPOSE OF THE NEW SHARE OPTION SCHEME

The purpose of the New Share Option Scheme is, among others, (i) to recognize and acknowledge the contributions or potential contributions made or to be made by the Participants to the Group, (ii) to motivate the Participants to optimize their performance and efficiency for the benefit of the Group, (iii) to maintain or attract business relationship with the Participants whose contributions are or may be beneficial to the growth of the Group and (iv) to establish a benefit sharing and risk sharing mechanism among Shareholders, the Company and the Participants to all together pay more attention to long-term development of the Company.

3. SCOPE OF PARTICIPANTS AND THE BASIS OF DETERMINING THE ELIGIBILITY OF PARTICIPANTS

Basis of Determining the Eligibility of Participants

On and subject to the terms of the New Share Option Scheme, the Board shall be entitled at any time and from time to time during the Scheme Period (provided that no Options shall be granted after the expiration of the Scheme Period or after the New Share Option Scheme has been terminated (if applicable)) to grant (subject to acceptance by the Participant in accordance with the terms of the New Share Option Scheme) to any Participant who, the Board may determine in its absolute discretion, has made valuable contribution to the business of the Group based on his performance and/or years of service, or is regarded as valuable resources of the Group based on his work experience, knowledge in the industry and other relevant factors, or is expected to be able to contribute to the prosperity, business development or growth of the Group based on his/its business connection or network or other relevant factors, and subject to such conditions as the Board may think fit, an Option to subscribe for such number of Shares as the Board may determine at the Subscription Price, provided that no such grants shall be made except to such number of Participants and in such circumstances that the Company will not be required under the applicable securities laws and regulations to issue a prospectus or other offer document in respect thereof, and will not result in the breach by the Company or its directors of any applicable securities laws and regulations or in any filing or other requirements arising.

Scope of Participants and the Excluded Personnel

Subject to the the paragraph below under this subheading, the Board may, at their absolute discretion, invite any person belonging to any of the following classes of Participants, to take up Options to subscribe for Shares:

- (a) any Director (including any executive Director or non-executive Director) of any member of the Group, and
- (b) any employee (whether in full time or part-time employment) of any member of the Group.

The two categories above are exclusive of any independent non-executive Director; any External Director; and any Shareholder (or beneficial owner) holding 5% or more of the issued share capital of the Company, or the spouse, any parent, child or other associate (as defined under the Listing Rules) of such Shareholder (or beneficial owner).

Restrictions on Specific Participants

Any Grant to a Director, chief executive or substantial shareholder of the Company, or any of their respective associates, under the New Share Option Scheme must be approved by the independent non-executive Directors.

Where any Grant to a substantial shareholder or an independent non-executive Director of the Company, or any of their respective associates, will result in the Shares issued and to be issued upon exercise of all Options already granted and to be granted under the New Share Option Scheme and any other share option scheme(s) of the Company (including Options exercised, cancelled and outstanding) to such person in the 12-month period up to and including the date of such Grant:

- (i) representing in aggregate over 0.1% of the issued share capital as at the date of such Grant; and
- (ii) having an aggregate value, based on the closing price of the Shares on the Stock Exchange as stated in the Stock Exchange's daily quotation's sheet at the date of each Grant, in excess of HK\$5 million,

such further Grant must be approved by the Shareholders in a general meeting. The Company shall deliver to the Shareholders a circular containing data and detailed information required under the Listing Rules. The Grantee, his/her associates and all core connected persons of the Company must abstain from voting in favour of the resolution at such general meeting, except that any such person may vote against the relevant resolution at the general meeting provided that his intention to do so has been stated in the circular required to be issued pursuant to the Listing Rules.

4. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION

- (i) Notwithstanding any other provisions of the New Share Option Scheme, the number of Shares that may be issued upon exercise of all outstanding Options granted and yet to be exercised under the New Share Option Scheme (and any other schemes) shall not exceed 10% of the total Shares in issue at any time. No options may be granted under the New Share Option Scheme or any other share option scheme adopted by the Group if the grant of such option will result in the limit referred to in this paragraph (i) being exceeded.
- (ii) The aggregate number of Shares which may be allotted and issued upon exercise of all Options to be granted under the New Share Option Scheme shall not exceed 3% of the total number of Shares in issue as at the Adoption Date (i.e. not exceeding 98,944,839 Shares) (the aforementioned maximum number of Shares is subject to adjustment in the event of any alteration in the capital structure of the Company in accordance with the New Share Option Scheme, and in such case any additional Shares to be allotted and issued pursuant to the exercise of the Options granted under the New Share Option Scheme which exceed 3% of the total number of Shares in issue as at the Adoption Date shall be subject to the Stock Exchange's approval of the listing and trading of such Shares). The total number of Shares which may be allotted and issued upon exercise of all Options (excluding, for this purpose, Options which have lapsed in accordance with the terms of the New Share Option Scheme and any other share option scheme of the Group) to be granted under the New Share Option Scheme and any other share option scheme of the Group must not in aggregate exceed 10% of the Shares in issue on the Adoption Date (i.e. not exceeding 329,816,133 Shares assuming there is no change to the Company's issued share capital from the date of this circular to the date of the SGM), provided that:
- (a) subject to paragraph (i) and without prejudice to paragraph (ii)(b), the Company may seek approval by its shareholders in general meeting for "refreshing" the 10% limit under the New Share Option Scheme in accordance with the provisions of the Listing Rules. Accordingly, if the prior approval of the shareholders of the Company in general meeting is obtained in accordance with the relevant procedural requirements of the Listing Rules to "refresh" the 10% limit provided in the above paragraph (ii) or to further "refresh" a 10% limit previously "refreshed" as provided in this paragraph (ii)(a) by approving a new 10% limit (the "**New Refreshed Limit**"), then the total number of Shares which may be issued upon exercise of Options to be granted (and subject to acceptance) on or after the date of such shareholders' approval (the "**Refresher Date**"), together with all Options to be granted under any other share option scheme(s) of the Company on or after the Refresher Date, must not exceed 10% of the number of issued Shares as at the Refresher Date (unless separately approved by the Shareholders in general meeting to specifically identified Participants in accordance with the provisions of the Listing Rules). Options granted (and subject to acceptance) prior to the

Refresher Date under the New Share Option Scheme or any other share option scheme(s) of the Company (including those exercised, outstanding, cancelled or lapsed in accordance with the New Share Option Scheme or such other scheme(s) of the Company) shall not be counted for the purpose of calculating the New Refreshed Limit. The circular sent by the Company to its Shareholders shall contain, among other information, the information required under Rule 17.02(2)(d) of the Listing Rules and the disclaimer required under Rule 17.02(4) of the Listing Rules; and

- (b) The Listing Rules provide that the Company may seek separate approval by its Shareholders in general meeting for granting Options beyond the relevant 10 % limit under the New Share Option Scheme to specifically identified Participants in accordance with the provisions of the Listing Rules. Accordingly, if the prior approval of the Shareholders of the Company in general meeting is obtained in accordance with the relevant procedural requirements of the Listing Rules, the Board may grant Options to such Participants in respect of such number of Shares and on such terms as may be specified in the said Shareholders' approval, notwithstanding that such grant of Options will result in any of the 3% and 10% limits referred to in this paragraph (ii) being exceeded.
- (iii) The total number of Shares issued and to be issued upon exercise of the Options granted and to be granted to each Grantee under the New Share Option Scheme and any share option scheme(s) of the Company (including both exercised and outstanding Options) in any 12-month period up to the Grant Date to each Grantee must not exceed 1% of the aggregate number of Shares for the time being in issue. Where any further Grant to a Grantee would result in the Shares issued and to be issued upon exercise of all Options granted and to be granted to such Grantee (including exercised, cancelled and outstanding Options) in the 12-month period up to and including the date of such further Grant representing in aggregate over 1% of the aggregate number of Shares for the time being in issue, such further Grant must be separately approved by shareholders of the Company in general meeting with such Grantee and his associates abstaining from voting. The Company shall issue a circular to its Shareholders disclosing the identity of the Grantees, the number and terms of the Options granted and to be granted (including Options previously granted), the information required under rule 17.02(2)(d) of the Listing Rules and the disclaimer required under rule 17.02(4) of the Listing Rules. The number and terms (including the Subscription Price) of the Options to be granted to such Grantees must be fixed before the approval of the Shareholders of the Company is sought and the date of the meeting of the Board for proposing such further Grant should be taken as the Grant Date for the purpose of calculating the Subscription Price.

- (iv) Each Grant to any Director, chief executive or substantial shareholder of the Company, or any of their respective associates, must be approved by independent non-executive Directors of the Company (excluding any independent non-executive Director who is the proposed Grantee of such Options). Unless being approved by the Shareholders in a general meeting, the Shares issued and to be issued upon exercise of all Options already granted and to be granted (including Options exercised, cancelled and outstanding) to any substantial Shareholder or independent non-executive Director of the Company, or any of their respective associates, in the 12-month period up to and including the date of such grant, shall not in aggregate exceed 0.1% of the total Shares in issue of the Company, or shall not in aggregate, based on the closing price of the Shares on the Grant Date, exceed HK\$5 million. The Grantee, his/her associates and all core connected persons of the Company must abstain from voting in favour of the resolution at such general meeting, except that any such person may vote against the relevant resolution at the general meeting provided that his intention to do so has been stated in the circular required to be issued pursuant to the Listing Rules.
- (v) In the event of conversion of capital reserve into new shares, issue of bonus shares, share subdivision, share consolidation or rights issue during the Effective Period, the number of Options will be subject to adjustments in accordance with the relevant requirements of the New Share Option Scheme.

5. VALIDITY PERIOD, GRANT DATE, RESTRICTION PERIOD AND VESTING PERIOD

Validity Period of the New Share Option Scheme

The New Share Option Scheme shall be valid and effective for a period of six years commencing from the Adoption Date and expire on the sixth anniversary of the Adoption Date.

Grant Date

The Grant Date shall be a trading day on which the grant of an Option is made to (and subject to acceptance by) a Participant as determined in accordance with the procedure set out in the New Share Option Scheme. No Options shall be granted by the Company to any Participant at any time after inside information (as defined in the SFO) has occurred, come to the knowledge of the Company until the trading day after such information has been published in accordance with the Listing Rules and SFO. In particular, no Option may be granted during the period of 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 (whether or not required under the Listing Rules); and

- (ii) the deadline for the Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules).

The relevant restrictions will cease to be effective on the date of the publication of the Company's results. No Option shall be granted during any period of delay in publishing a results announcement.

Time Limit for Exercise of Share Options

Restriction Period

The Restriction Period of the New Share Option Scheme commences from the Grant Date of the Share Options and lasts for twenty-four (24) months.

Vesting Period

In respect of each Grant, upon satisfaction of Conditions for Vesting under the New Share Option Scheme, the Options granted shall be vested in batches as follows:

- (i) From the first trading day after the second-year anniversary (24-month) of the Grant Date to the last trading day within the third-year anniversary (36-month) of the date of completion of registration, 30% of the total number of Options granted shall be vested and exercisable;
- (ii) From the first trading day after the third-year anniversary (36-month) of the Grant Date to the last trading day within the fourth-year anniversary (48-month) of the date of completion of registration, 30% of the total number of Options granted shall be vested and exercisable (excluding the Options which have already been vested and exercised); and
- (iii) From the first trading day after the fourth-year anniversary (48-month) of the Grant Date to the last trading day within the fifth-year anniversary (60-month) of the date of completion of registration, 40% of the total number of Options granted shall be vested and exercisable (excluding the Options which have already been vested and exercised).

6. CONDITIONS FOR GRANT

The Company may grant Options to a Participant upon fulfilment of the following conditions by the Company and the Participant:

Conditions for Grant for the Company:

- (a) the Company has met the requirements specified in the Guangxi SASAC's Notice for the Publication of the Guidelines for the Implementation of Share Option Schemes for State-owned Listed Companies* (《自治區國資委關於印發企業控股上市公司實施股權激勵工作指引的通知》); and
- (b) the Company is not prohibited by the Stock Exchange from adopting the New Share Option Scheme.

Conditions for Grant for the Participant:

- (a) the Participant works in the Company or any of its subsidiaries as an employee;
- (b) the Participant is not an independent non-executive Director of the Company;
- (c) the Participant is not a beneficial owner or Shareholder, or an associate (as defined under the Listing Rules) of a beneficial owner or Shareholder, of the Company holding more than 5% of its issued share capital; and
- (d) the Participant has never achieved the performance appraisal rating of "incompetent" (or equivalent) in the preceding three financial years before the Grant Date, in accordance with the relevant performance evaluation method adopted by the Company.

7. GRANT AND ACCEPTANCE OF OPTIONS

Grant of Options

On and subject to the terms of the New Share Option Scheme, the Board shall be entitled but shall not be bound at any time during the Scheme Period to offer to grant to any Participant as the Board may in its absolute discretion select and subject to such conditions as the Board may think fit, an Option to subscribe for such number of Shares as the Board may determine at the Subscription Price.

A grant of an Option shall be made to a Participant by letter (the date of which shall be deemed to be the date on which the grant of an Option (subject to acceptance by the Participant) is made) (the "**Grant Letter**") in such form as the Board may from time to time determine specifying, inter alia, the number of Shares comprised in and the Option

* For identification purpose only

Period in respect of the relevant Option and the Subscription Price and requiring the Participant to undertake to hold the Option on the terms on which it is granted and to be bound by the provisions of the New Share Option Scheme.

The Grant shall be personal to the Participant concerned and not transferable and shall remain open for acceptance by the Participant for a period of 28 days from the Grant Date, provided that no such Grant shall be open for acceptance after the expiry of the Scheme Period or after the New Share Option Scheme has been terminated (if applicable).

Each of the Grant Letter shall state, inter alia, (i) the Participant's name and address and, in the case of an employee of the Group, position; (ii) the Grant Date; (iii) the last date for acceptance by the Participant of the offer of the Option; (iv) the number of Shares in respect of which the Option is offered; (v) the Subscription Price and the manner of payment of the Subscription Price for the Shares on and in consequence of the exercise of the Option; (vi) the Option Period and how it is ascertained; (vii) (if applicable) the method of exercise of the Option; and (viii) such other terms and conditions relating to the offer of the Option which the Board may in its absolute discretion impose, which may include (a) minimum periods (if any) for which the Option must be held; and/or (b) minimum performance targets (if any) that must be reached, before the Option can be exercised in whole or in part; and/or (c) any terms as to early termination of an Option, provided that they shall not be inconsistent with the rules and procedures applicable to the New Share Option Scheme.

Acceptance of Options

An Option shall be regarded as having been accepted when the duplicate of the Grant Letter, comprising acceptance of the Option, duly signed by the Participant is received by the Company within the period referred to in the above subparagraph. Any grant of an Option may be accepted in respect of less than the total number of Shares in respect of which it is granted, provided that it is accepted in respect of such number of Shares as represents a board lot in which Shares are traded on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the duplicate letter and accepted by such Participant. To the extent that the Grant is not accepted within 28 days from the Grant Date (or such shorter period as is mentioned in the Grant Letter) in the manner indicated in this subparagraph, the Grant will be deemed to have been irrevocably declined and shall lapse. No fee shall be payable by a Participant on the application for or acceptance of the Grant.

8. CONDITIONS FOR VESTING

In respect of each Participant, the Vesting of Options under the New Share Option Scheme shall be conditional upon fulfilment of the following conditions by the Company and the Participant:

Conditions for Vesting for the Company:

- (a) the Company's fulfillment of the performance target as set by the Board after taking into account the actual situation of the Company;
- (b) the Company is not under any of the following circumstances:
 - (i) failure to engage an auditor to carry out audit work in accordance with the relevant procedures and requirements;
 - (ii) issue of an auditors' report by a certified public accountant with an adverse opinion or a disclaimer of opinion with respect to the annual financial report of the Company;
 - (iii) the Guangxi SASAC or the National Audit Office of the PRC raising material objections to the internal control review report or the annual financial report of the Company; or
 - (iv) imposition of penalties by securities regulatory authorities or other relevant departments due to serious violations by the Company; and
- (c) the Subsidiaries' fulfillment of the performance target as set by the Board after taking into account the actual situation of the Subsidiaries.

Conditions for Vesting for the Participant:

- (a) the Participant is not under any of the following circumstances:
 - (i) results of economic accountability audit indicate a failure in performing the Participant's duties effectively or a serious breach or dereliction of his/her duties;
 - (ii) the Participant has violated applicable laws and regulations of the PRC or provisions of the Bye-laws;
 - (iii) the Participant, during his/her employment, has engaged in the acceptance or solicitation of bribes, corruption, theft, leaking commercial and technological secrets of the Company, conducting related party transactions to the prejudice of the interests and reputation of the Company, and other illegal behaviours having a material adverse impact on the image of the Company, and has been sanctioned; or
 - (iv) the Participant has not performed or duly performed his/her duties, causing the Company to suffer a material loss of asset and other material adverse impact; and

- (b) the Participant has never achieved the performance appraisal rating of “incompetent” (or equivalent) during the Vesting Period, in accordance with the relevant performance evaluation method adopted by the Company.

If any Condition for Vesting above is not fulfilled, the Board may propose to the general meeting to terminate the New Share Option Scheme by resolution in accordance with paragraph 24 in this Appendix I. If any of the above Condition for Vesting for the Participant is not fulfilled, all Options granted to and accepted by the relevant Participant and not then exercised shall not continue to be valid and exercisable, unless the New Share Option Scheme specified otherwise.

9. SUBSCRIPTION PRICE

The Subscription Price of the Options to be granted under the New Share Option Scheme shall be such price as determined by the Board in accordance with the Listing Rules, which shall be at least the higher of:

- (i) the closing price of the Shares on the Stock Exchange as stated in the Stock Exchange’s daily quotations sheet on the Grant Date;
- (ii) the average closing price of the Shares on the Stock Exchange as stated in the Stock Exchange’s daily quotations sheets for the five trading days immediately preceding the Grant Date; and
- (iii) the nominal value of the Shares.

10. TIME OF EXERCISE OF OPTION AND PERFORMANCE TARGET

An Option may be exercised in accordance with the terms of the New Share Option Scheme at any time during a period to be determined and notified by the Directors to each Grantee during the Option Period.

Unless specified in the New Share Option Scheme (i.e. the Conditions for Vesting) and the terms of the Grant Letter, the Grantee of an Option is not required to achieve any performance target before the relevant options may be exercised.

11. ADJUSTMENT OF OPTIONS

Subject to paragraph 4 above, in the event of any capitalisation issue, rights issue, consolidation or sub-division of Shares or reduction of the share capital of the Company (other than an issue of Shares as consideration in respect of a transaction), whilst any Option remains outstanding (i.e., in that it is granted and not yet exercised, but has not lapsed or been cancelled), corresponding adjustments (if any) shall be made by the Board in:

- (i) the number of Shares subject to the outstanding Options; and/or
- (ii) the number of Shares subject to the New Share Option Scheme; and/or

(iii) the Subscription Price in relation to each outstanding Option,

provided that any such adjustments shall be made such that the proportion of the issued share capital of the Company to which an Option entitles the Grantee to subscribe after such adjustment must be the same as that to which the Option entitled the Grantee to subscribe immediately before such adjustment, but so that no such adjustment shall be made to the extent that the effect of such adjustment would be to enable any Share to be issued at less than its nominal value. In respect of any adjustment required by this subparagraph, other than any made on a capitalisation issue, an independent financial adviser or the Auditor must also confirm to the Board in writing that the adjustments satisfy the foregoing proviso. The capacity and role of the independent financial adviser or the Auditor pursuant to this subparagraph is that of experts and not of arbitrators and their confirmation shall (in the absence of manifest error) be final and binding on the Company and the Grantees. The costs of the independent financial adviser or the Auditor shall be borne by the Company.

If there has been any alteration in the capital structure of the Company as referred to in the above subparagraph, the Company shall within 28 days after receipt of a confirmation of the independent financial adviser or the Auditor as referred to in the above subparagraph, inform the Grantee of such alteration and of any adjustment to be made in accordance with the independent financial adviser's or the Auditor's confirmation obtained by the Company for such purposes.

The following (whether singly or in combination) shall not be regarded as events requiring adjustment:

- (a) any issue of securities as consideration in a transaction such as acquisition or private placement of securities;
- (b) any increase in the number of issued Shares as a consequence of the exercise of Options or other convertible securities issued from time to time by the Company entitling holders thereof to subscribe for new Shares in the capital of the Company (including the exercise of any Options granted pursuant to the New Share Option Scheme and any previous share option scheme); and
- (c) any reduction in the number of issued Shares as a result of the cancellation of issued Shares purchased by the Company by way of a market purchase effected on the Stock Exchange pursuant to a share purchase mandate (or any renewal thereof) given by the Shareholders of the Company in general meeting and for the time being in force.

Subject to other provisions in this paragraph 11, if there is any conversion of capital reserve into new shares, issue of bonus shares, share subdivision, share consolidation or rights issue prior to the exercise of the Options, an adjustment to the number of Options shall be made accordingly. The methods of adjustment are set out as below:

(a) Conversion of capital reserve into new shares, issue of bonus shares or share subdivision

$$Q = Q_0 \times (1 + n)$$

Where: “Q₀” represents the number of Options before the adjustment; “n” represents the ratio per Share of the conversion of capital reserve into new shares, issue of bonus shares or share subdivision; “Q” represents the number of Options after the adjustment.

(b) Share consolidation

$$Q = Q_0 \times n$$

Where: “Q₀” represents the number of Options before the adjustment; “n” represents the ratio of consolidation; “Q” represents the number of Options after the adjustment.

(c) Rights issue

$$Q = Q_0 \times P_1 \times (1 + n) \div (P_1 + P_2 \times n)$$

Where: “Q₀” represents the number of Options before the adjustment; “P₁” represents the closing price as at the record date; “P₂” represents the subscription price of the rights issue; “n” represents the ratio of allotment; “Q” represents the number of Options after the adjustment.

Subject to other provisions in this paragraph 11, if there is any conversion of capital reserve into new shares, issue of bonus shares, share subdivision, share consolidation or rights issue prior to the exercise of the Options, an adjustment to the Subscription Price shall be made accordingly. The method of adjustment is set out as below:

(a) Conversion of capital reserve into new shares, issue of bonus shares or share subdivision

$$P = P_0 \div (1 + n)$$

Where: “P₀” represents the Subscription Price before the adjustment; “n” represents the ratio per Share of the conversion of capital reserve into new shares, issue of bonus shares or share subdivision; “P” represents the Subscription Price after the adjustment.

(b) Share consolidation

$$P = P_0 \div n$$

Where: “P₀” represents the Subscription Price before the adjustment; “n” represents the ratio of consolidation; “P” represents the Subscription Price after the adjustment.

(c) Rights issue

$$P = P_0 \times (P_1 + P_2 \times n) \div (P_1 \times (1 + n))$$

Where: “P₀” represents the Subscription Price before the adjustment; “P₁” represents the closing price as at the record date; “P₂” represents the subscription price of the rights issue; “n” represents the ratio of allotment; “P” represents the Subscription Price after the adjustment.

12. TRANSFERABILITY AND RIGHTS ATTACHING TO THE SHARES ISSUED UNDER THE NEW SHARE OPTION SCHEME

An Option shall be personal to the Grantee and shall not be assignable and no Grantee shall in any way sell, transfer, assign, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any Option or purport to do any of the foregoing (save that the Grantee may nominate a nominee to hold the Shares to be issued pursuant to the exercise of Options granted under the New Share Option Scheme on trust for the sole benefit of such Grantee provided that evidence of such trust arrangement between the Grantee and the nominee shall be provided to the satisfaction of the Company). The Company may, after having reasonably satisfied itself that the Grantee has committed or attempted to commit a breach of this subparagraph, forthwith revoke any Option granted to such Grantee (to the extent not already exercised) by notice. Such revocation notice shall be final and binding on such Grantee and the Grantee shall not be entitled to claim any loss or damage against the Company or any of its directors for such revocation provided that the Company has acted in good faith.

The Shares to be allotted upon the exercise of an Option will be subject to all the provisions of the Bye-laws and will rank pari passu with the fully paid Shares in issue on the date of allotment or, if that date falls on a day when the register of members of the Company is closed, the first day of the reopening of the register of members and accordingly will entitle the holders to participate in all dividends or other distributions paid or made on or after the date of allotment or, if that date falls on a day when the register of members of the Company is closed, the first day of the reopening of the register of members, other than any dividend or other distribution previously declared or recommended or resolved to be paid or made with respect to a record date which shall be before the date of allotment, or, if later, before the date of registration of the allotment in the register of members of the Company. A Share issued upon the exercise of an Option shall not carry any voting rights until the registration of the Grantee (or any other person) as the holder thereof.

13. CANCELLATION

The Board may effect the cancellation of any Options granted but not exercised on such terms as may be agreed with the relevant Grantee, as the Board may in its absolute discretion see fit and in a manner that complies with all applicable legal requirements for such cancellation.

Where the Company cancels any Options granted but not exercised and grants new Options to the same Grantee, such grant of new Options may only be made under the New Share Option Scheme if there is available unissued Options (excluding the cancelled Options) within each of the 10% limits as referred to in paragraph 4(ii) of this Appendix.

14. RIGHTS ON CEASING EMPLOYMENT

Where the Grantee is an employee (including any executive Director) or an officer (including any non-executive Director and independent non-executive Director) of the Company or any Subsidiary, in the event of the Grantee ceasing to be such employee or officer for any reason, including but not limited to resignation of the Participants and the dismissal by the Company due to personal reasons, other than his death, ill health, disability or insanity or the termination of his employment or office on one or more of the grounds specified in paragraph 22(e), then the Option shall no longer be exercisable on the earlier of the date of expiry of the Option Period or the date of such cessation, which date shall be the last actual day of employment or office with the Company or the relevant Subsidiary whether payment in lieu of notice is made or not (if applicable), provided that the limits imposed by the Restriction Period have been complied with and the Conditions for Vesting has been completely fulfilled. The income obtained by the Participant under the New Share Option Scheme shall be negotiated and resolved in accordance with the agreement for the Grant.

15. RIGHTS ON DEATH, RELOCATION, REMOVAL OR RETIREMENT

Where the Grantee is an employee (including any executive Director) or an officer (including any non-executive Director and independent non-executive Director) of the Company or any Subsidiary, in the event of the Grantee ceasing to be such employee or officer by reason of death, relocation, removal or retirement and none of the events which would be a ground for termination of his employment or office specified in paragraph 22(e) has occurred, such Grantee or the legal personal representative(s) of such Grantee shall be entitled until whichever is the earlier of the date of expiry of the Option Period or within a period of six (6) months from the date of death, relocation, removal or retirement (or such longer period as the Board may determine) to exercise the Option (to the extent not already exercised) in full or to the extent specified in the notice to exercise such Option, provided that the limits imposed by the Restriction Period have been complied with and the Conditions for Vesting has been completely fulfilled.

16. RIGHTS ON ILL HEALTH, DISABILITY, INSANITY, LOSS OF EARNING CAPACITY OR LOSS OF CIVIL CAPACITY

Where the Grantee is an employee (including any executive Director) or an officer (including any non-executive Director and independent non-executive Director) of the Company or any Subsidiary or any, in the event of the Grantee ceasing to be such employee or officer by reason of ill health, disability, insanity, loss of earning capacity or loss of civil capacity, which is not caused by work injuries, and none of the events which would be a ground for termination of his employment or office specified in paragraph 22(e) has occurred, such Grantee or the legal personal representative(s) of that Grantee shall be entitled until whichever is the earlier of the date of expiry of the Option Period or the last day of the period of six (6) months from the date of cessation which date shall be the last actual day of employment (or such longer period as the Board may determine) to exercise the Option (to the extent not already exercised) in full or to the extent specified in the notice to exercise such Option, provided that the limits imposed by the Restriction Period have been complied with and the Conditions for Vesting has been completely fulfilled.

17. RIGHTS ON LOSS OF EARNING CAPACITY CAUSED BY WORK INJURIES

Where the Grantee is an employee (including any executive Director) or an officer (including any non-executive Director and independent non-executive Director) of the Company or any Subsidiary or any, in the event of the Grantee ceasing to be such employee or officer by reason of loss of earning capacity, caused by work injuries during his/her term of office in the Company, and none of the events which would be a ground for termination of his employment or office specified in paragraph 22(e) has occurred, such Grantee or the legal personal representative(s) of that Grantee shall be entitled until the date of expiry of the Option Period to exercise the Option (to the extent not already exercised) in full or to the extent specified in the notice to exercise such Option, provided that the limits imposed by the Restriction Period have been complied with and the Conditions for Vesting has been completely fulfilled.

18. RIGHTS ON TAKEOVER

If a general offer to acquire shares (whether by takeover offer, merger, privatisation proposal by scheme of arrangement between the Company and its members or otherwise in like manner) is made to all the Shareholders (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror) and such offer, having been approved in accordance with applicable laws and regulatory requirements, becomes or is declared unconditional, the Grantee (or his legal personal representative(s)) shall be entitled to exercise the Option (to the extent not already exercised) in full or to the extent specified in the Notice to exercise such Option at any time until whichever is the earlier of the date of expiry of the Option Period or the last day of the period of one (1) month after the date on which the offer becomes or is declared unconditional, after which the Option shall lapse.

19. RIGHTS ON WINDING-UP

In the event that a notice is given by the Company to its members to convene a general meeting for the purposes of considering and, if thought fit, approving a resolution to voluntarily wind up the Company, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all Grantees (together with a notice of the existence of the provisions of this paragraph 19) and thereupon, each Grantee (or his legal personal representative(s)) shall be entitled to exercise all or any of his Options at any time not later than thirty (30) days prior to the record date for ascertaining entitlements to attend and vote at the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate Subscription Price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the record date in ascertaining entitlements to attend and vote at the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid.

If an application is made to the court (otherwise than where the Company is being voluntarily wound up), pursuant to the Companies Act, in connection with a proposed compromise or arrangement between the Company and its members (or any class of them), the Grantee may by notice in writing to the Company within twenty-one (21) days after the date of such application, exercise the Option in full (to the extent not already exercised) or to the extent specified in such notice.

20. RIGHTS ON COMPROMISE OR ARRANGEMENT

In the event of a compromise or arrangement between the Company and its shareholders or creditors being proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice thereof to the Grantee (or his or her legal personal representative(s)) on the same day as it gives notice of the meeting to, its shareholders or creditors to consider such compromise or agreement, and thereupon the Grantee (or his or her legal personal representative(s)) may, during the period commencing with the date of the aforesaid notice and ending with the earlier of the date two (2) calendar months thereafter and the date on which such compromise or arrangement is sanctioned by the court, exercise any of an Option whether in full or in part, but the exercise of an Option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court and becoming effective. Upon such compromise or arrangement becoming effective, all Options shall lapse except insofar as previously exercised under the New Share Option Scheme. The Board shall endeavour, subject to applicable laws and regulations, to procure that the Shares issued as a result of the exercise of the Options under this paragraph 20 shall for the purpose of such compromise or arrangement form part of the issued share capital of the Company on the effective date thereof and that such Shares shall in all respects be subject to such compromise or arrangement. If for any reason such compromise or arrangement is not approved by the court (whether upon the terms presented to the court or upon any other terms as may be approved by such court) the rights of Grantees to exercise their respective Options shall with effect from the date of the making of the order by the court be restored in full but only up to the extent not already exercised and shall

thereupon become exercisable (but subject to the other terms of the New Share Option Scheme) as if such compromise or arrangement had not been proposed by the Company and no claim shall lie against the Company or any of its officers for any loss or damage sustained by any Grantee as a result of the aforesaid suspension.

21. RIGHTS ON OTHER UNSPECIFIED CIRCUMSTANCES

In other unspecified circumstances, the handling measures on the exercise of the Options shall be determined by the Board.

22. LAPSE OF OPTION

An Option shall lapse automatically (to the extent not already exercised) on the earliest of:

- (a) the expiry of the Option Period;
- (b) the expiry of any of the other periods referred to in paragraph 14, 15, 16, 17, 18, 19 or 20;
- (c) subject to paragraph 19, the earliest of the close of business on the second Business Day prior to the record date for ascertaining entitlements to attend and vote at the general meeting referred to in paragraph 19 or the date of the commencement of the winding-up of the Company;
- (d) save as otherwise provided in paragraph 18 or by the court in relation to the scheme in question, upon the sanctioning pursuant to the Companies Act by the Supreme Court of Bermuda of a compromise or arrangement between the Company and its members or creditors for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies;
- (e) where the Grantee is an employee (including any executive Director) or an officer (including any non-executive Director and independent non-executive Director) of the Company or any Subsidiary or any, the date on which the Grantee ceases to be such employee or officer by reason of the termination of his employment or office on any of the following circumstances or the date of occurrence of any of the following circumstances, whichever is earlier:
 - (i) he has acted in violation of national laws and regulations, occupational ethics, or negligence of duty or professional misconduct, which causes severe damage to the interests or the reputation of the Company and causes financial losses, direct or indirect, to the Company;
 - (ii) he is dismissed due to violation of the Company's rules and regulations and relevant provisions of the Company's reward and punishment, or serious disciplinary violations;

- (iii) he has violated laws and disciplinary regulations during his term of office by accepting or asking for bribes, committing corruption, theft, leaking trade and technical secrets of the Company that harm the interest and reputation of the Company and cause direct or indirect damages to the Company's interest;
- (iv) he is prosecuted as a result of criminal offence;
- (v) he causes improper losses to the Company as a result of violating the requirements under relevant laws and regulations or the Bye-laws;
- (vi) he has been guilty of misconduct;
- (vii) he has committed an act of bankruptcy or has become insolvent or has made any arrangement or composition with his creditors generally; or
- (viii) (if so determined by the Board) on any other ground on which an employer would be entitled to terminate his employment or office at common law or pursuant to any applicable laws or under the Grantee's service contract or terms of office with the Company or the relevant Subsidiary.

A resolution of the Board or the board of directors of the relevant Subsidiary to the effect that the employment or office of a Grantee has or has not been terminated on one or more of the grounds specified in this subparagraph (e) or that one or more of the grounds specified in this subparagraph (e) has arisen in respect of the employment or office of a Grantee shall be conclusive and binding on the Grantee and, where appropriate, the Grantee's legal personal representative(s);

- (f) where the Grantee is in an Eligible Relationship (other than in a position as an employee or officer) with the Company or any Subsidiary, the date on which the Grantee ceases to be in such Eligible Relationship with the Company or any Subsidiary for any reason;
- (g) where the Grantee commits a breach as stated in paragraph 12, the date on which the Board shall exercise the Company's right to cancel the Option;
- (h) if an Option was granted subject to certain conditions, restrictions or limitations, the date on which the Board resolves that the Grantee has failed to satisfy or comply with such conditions, restrictions or limitations; or
- (i) the occurrence of such event or expiry of such period as may have been specifically provided for in the Grant Letter, if any.

All Options granted and accepted and not then exercised shall lapse automatically at the earliest of the occurrence of one of the foregoing events under this paragraph and such Options shall not continue to be valid and exercisable subject to and in accordance with the New Share Option Scheme.

During the process of implementation of the New Share Option Scheme, where false statements, misleading statements or material omissions from financial accounting documents or the information disclosure documents of the Company result in non-compliance with conditions of Grant or arrangements for exercise of rights, the Participants shall not exercise the outstanding rights, and the Company shall recover all interests gained/received/obtained by the Participants through relevant New Share Option Scheme and shall not grant new rights to relevant liable Participants. Any Participant who is not liable for the above matter but has suffered loss resulting from the return of Options may recover his/her loss from the Company or relevant liable Participants in accordance with the New Share Option Scheme.

23. AMENDMENTS TO THE NEW SHARE OPTION SCHEME

If the Company intends to amend the New Share Option Scheme before it is considered at the general meeting, the amendment made to the New Share Option Scheme shall be reviewed and approved by the Board. Except as provided in the New Share Option Scheme or as authorised by the general meeting, any amendments made by the Company after the New Share Option Scheme has been considered and approved at the general meeting shall be reviewed and approved by the general meeting and shall not include the following situations:

- (a) leading to the early exercise of the Options;
- (b) leading to a reduction in Subscription Price.

Any alterations to the terms and conditions of the New Share Option Scheme, which are of a material nature or any change to the terms of Options granted except where such alterations take effect automatically under the terms of the New Share Option Scheme, and any change to the authority of the Directors or the New Share Option Scheme administrators in relation to any alteration to the terms of the New Share Option Scheme, must be approved by the Shareholders in general meeting.

24. TERMINATION OF THE NEW SHARE OPTION SCHEME

If any of the following events occur in relation to the Company, the New Share Option Scheme shall be terminated but the provisions of the New Share Option Scheme shall remain in force in all other respects, and once the resolution in relation to the termination of the New Share Option Scheme due to any of the following events is considered and approved by the Board or the general meeting of the Shareholders, within one (1) year after the effective date of the resolution of the Board or the general meeting of the Shareholders, no new Options shall be granted to the Participants while the Participants shall not exercise any Options or obtain any gains under the New Share Option Scheme:

- (a) violation of applicable laws and regulations in the PRC and/or Hong Kong, documents published by the Guangxi SASAC or provisions of the Bye-laws;
- (b) failure to engage an auditor to carry out audit work in accordance with the relevant procedures and requirements;

- (c) issue of an auditors' report by a certified public accountant with an adverse opinion or a disclaimer of opinion with respect to the annual financial report or the internal control review report of the Company;
- (d) the Guangxi SASAC or the National Audit Office of the PRC raising material objections to the financial results or the annual financial report of the Company; or
- (e) imposition of penalties by securities regulatory authorities or other relevant departments due to serious violations by the Company.

Notwithstanding the above provisions in this paragraph, the Company by resolution passed at a general meeting of Shareholders (if after the New Share Option Scheme has been approved in the general meeting) or at a meeting of the Board (if before the New Share Option Scheme has been approved in the general meeting) may at any time terminate the operation of the New Share Option Scheme and in such event no further Options will be granted or accepted under the New Share Option Scheme.

All Options granted and accepted prior to the termination above and not then exercised shall not continue to be valid and exercisable subject to and in accordance with the New Share Option Scheme, as well as the Company Law of the PRC. The Board shall, in accordance with the provisions of the preceding Clauses and the relevant arrangements of the New Share Option Scheme, recover the income gained/received/obtained by the Participants.

Within three (3) months after the date of the publication of the announcement about passing the resolution to terminate the New Share Option Scheme in accordance with this paragraph 24, no other share option scheme can be proposed to the general meeting for approval or disclosed the same to the public.

25. CONDITIONS OF THE ADOPTION OF THE NEW SHARE OPTION SCHEME

The adoption of the New Share Option Scheme is conditional upon (i) the approval from the Guangxi SASAC, (ii) the approval of the Shareholders at the SGM and (iii) the Listing Committee of the Stock Exchange granting approval for the listing and trading of any Shares to be issued and allotted pursuant to the exercise of Options granted under the New Share Option Scheme.

Application will be made by the Company to the Listing Committee of the Stock Exchange for the grant of approval for the listing and trading of any Shares to be issued under the Options that may be granted under the New Share Option Scheme.

NOTICE OF SPECIAL GENERAL MEETING



五菱汽車集團控股有限公司 WULING MOTORS HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability) (股份代號 Stock Code : 305)

NOTICE IS HEREBY GIVEN that the special general meeting (the “SGM”) of Wuling Motors Holdings Limited (the “Company”) will be held at Unit 1901, 19/F, Beautiful Group Tower, 77 Connaught Road Central, Hong Kong on Wednesday, 10 November 2021 at 10:00 a.m. for the following purposes:

ORDINARY RESOLUTIONS

- (a) **“THAT** subject to and conditional upon the approval from the Guangxi SASAC and the Listing Committee of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) granting approval for the listing and trading of the shares to be issued pursuant to the exercise of any options granted under the new share option scheme of the Company (the “**New Share Option Scheme**”, a copy of which marked “A” is produced to the meeting and for the purposes of identification signed by the Chairman thereof and a summary of the principal terms of which are set out in the circular of the Company to its shareholders dated 21 October 2021), the New Share Option Scheme be and is hereby approved and adopted; and with effect from the date of the New Share Option Scheme becoming unconditional and coming into effect, the Company’s existing share option scheme adopted on 28 May 2012 (the “**Existing Share Option Scheme**”) be terminated and the Board be and is hereby authorized to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the termination of the Existing Share Option Scheme and the adoption of the New Share Option Scheme, including but without limitation:
- (i) administering, modifying, interpreting the New Share Option Scheme and granting and cancelling options under the New Share Option Scheme;
 - (ii) issuing and allotting from time to time such number of shares in the capital of the Company as may be required to be issued pursuant to the exercise of the options granted under the New Share Option Scheme;
 - (iii) modifying and/or amending the New Share Option Scheme from time to time provided that such modification and/or amendment is effected in accordance with the terms of the New Share Option Scheme relating to the modification and/or amendment thereof and is subject to the requirements of the Rules Governing the Listing of Securities on the Stock Exchange (the “**Listing Rules**”);
 - (iv) acting as the executive body of the New Share Option Scheme, and being responsible for its implementation and administration;

NOTICE OF SPECIAL GENERAL MEETING

- (v) making application at the appropriate time or times to the Stock Exchange of Hong Kong Limited for the listing and trading of any shares or any part thereof that may from time to time be issued and allotted pursuant to the exercise of the options granted under the New Share Option Scheme; and
 - (vi) to consent, if it so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the New Share Option Scheme, including but not limited to the Guangxi SASAC and the Stock Exchange.
- (b) **THAT** the Existing Share Option Scheme be and is hereby terminated upon the New Share Option Scheme becoming unconditional and effective such that thereafter no further options shall be offered under the Existing Share Option Scheme (without prejudice to the rights and benefits of and attached to any outstanding options which have been granted under the Existing Share Option Scheme prior to the date of the passing of this resolution).”

For and on behalf of the Board
Wuling Motors Holdings Limited
五菱汽車集團控股有限公司
YUAN Zhijun
Chairman

Hong Kong, 21 October 2021

As at the date of this notice, the Board comprises Mr. Yuan Zhijun (Chairman), Mr. Lee Shing (Vice-chairman and Chief Executive Officer), Mr. Yang Jianyong and Mr. Wei Mingfeng as executive Directors and Mr. Ye Xiang, Mr. Wang Yuben and Mr. Mi Jianguo as independent non-executive Directors.

Notes:

1. All resolutions at the meeting will be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands pursuant to the Listing Rules. The results of the poll will be published on the websites of Hong Kong Exchanges and Clearing Limited and the Company in accordance with the Listing Rules.
2. Any Shareholder of the Company entitled to attend and vote at the above meeting is entitled to appoint a proxy to attend and vote instead of him. A proxy need not be a Shareholder of the Company. If more than one proxy is appointed, the number of Shares in respect of which each such proxy so appointed must be specified in the relevant form of proxy.
3. A form of proxy for use in connection with the SGM is enclosed and such form is also published on the website of the Stock Exchange (www.hkexnews.hk).

NOTICE OF SPECIAL GENERAL MEETING

4. In order to be valid, the form of proxy together with the power of attorney or other authority, if any, under which it is signed or a certified copy of that power of attorney or authority, must be deposited at the Company's share registrar, Tricor Tengis Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, not less than 48 hours before the time appointed for the holding of the meeting or any adjournment thereof. In calculating the aforesaid 48 hours period, no account will be taken of any part of a day that is a public holiday. Accordingly, the form of proxy must be delivered not later than 10:00 a.m. on Monday, 8 November 2021. Delivery of the form of proxy shall not preclude a Shareholder of the Company from attending and voting in person at the meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
5. For determining the entitlement to attend and vote at the above meeting, the register of members of the Company will be closed from Friday, 5 November 2021 to Wednesday, 10 November 2021 (both dates inclusive), during which period no transfer of Shares will be registered. In order to be eligible to attend and vote at the SGM, unregistered holders of Shares of the Company shall ensure that all transfer documents accompanied by the relevant Share certificates must be lodged with the Company's share registrar, Tricor Tengis Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong for registration not later than 4:30 p.m. on Thursday, 4 November 2021.
6. In view of the travelling restrictions imposed by various jurisdictions including Hong Kong to prevent the spread of the COVID-19, certain Director(s) may attend the SGM through telephone/video conference or similar electronic means.
7. Shareholders are advised to read the Circular which contains information concerning the resolutions to be proposed in this notice.

NOTICE OF SPECIAL GENERAL MEETING

PRECAUTIONARY MEASURES AND SPECIAL ARRANGEMENTS FOR THE SGM

The holding of the SGM in order to comply with the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited and the bye-laws of the Company could potentially create a significant risk in terms of the spread of the coronavirus (COVID-19) because of large crowds coming together.

To reduce the risk of spreading the COVID-19 and for the health and safety of the attendees of the SGM, the Company wishes to remind the Shareholders and their proxies as follows:

No attendance

Those individual Shareholders who have any symptoms of upper respiratory system diseases or are under any quarantine requirements are advised not to attend the SGM in person.

Not later than 48 hours before the time of the SGM

For the health and safety of the Shareholders, the Company would like to encourage the Shareholders to exercise their right to vote at the SGM by appointing the chairman of the SGM as their proxy instead of attending the SGM in person. Completion and return of the proxy form will not preclude the Shareholders from attending and voting in person at the SGM or any adjournment thereof should they subsequently so wish. Shareholders may appoint the chairman of the SGM to attend and vote on their behalf by completing and depositing the forms of proxy enclosed with the circular with the Company's Hong Kong branch share registrar below:

Tricor Tengis Limited
Level 54, Hopewell Centre
183 Queen's Road East, Hong Kong

At the venue of the SGM

Considering the outbreak of the coronavirus (COVID-19), certain measures will be implemented at the SGM with a view to addressing the risk to attendees of infection, including without limitation: (i) all attendees being required to (a) undergo compulsory body temperature check; (b) complete a health declaration (a copy of the form is enclosed with this circular), which may be used for contact tracing, if required; and (c) wear surgical masks prior to admission to the SGM venue; (ii) attendees who are subject to health quarantine prescribed by the HK Government not being admitted to the SGM venue; (iii) all attendees being required to wear surgical masks throughout the SGM; (iv) each attendee being assigned a designated seat at the time of registration to ensure social distancing; (v) no refreshment packs or coffee/tea being provided; and (vi) the management will be available either in person or through video conference facilities to host the SGM and answer questions from Shareholders.

The Company will keep the evolving COVID-19 situation under review and may implement additional measures which it will announce closer to the date of the SGM.



五菱汽車集團控股有限公司 WULING MOTORS HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability) (股份代號 Stock Code : 305)
(於百慕達註冊成立之有限公司) (股份代號 Stock Code : 305)

將於二零二一年十一月十日召開之股東特別大會(「股東特別大會」) SPECIAL GENERAL MEETING TO BE HELD ON 10 NOVEMBER 2021 (“SGM”) 健康申報表 HEALTH DECLARATION FORM

經考慮近期冠狀病毒 (COVID-19) 的爆發情況，本公司將於股東特別大會實施防疫措施及特別安排旨在針對出席人士受感染的風險。敬請閣下如實填寫以下表格，並交回於股東特別大會股東登記櫃檯的工作人員。

Considering the recent outbreak of the coronavirus (COVID-19), the Company will implement precautionary measures and special arrangements at the SGM with a view to addressing the risk to attendees of infection. **Please complete this form to the best of your knowledge and return it to the staff at the registration counters at the SGM venue.**

如閣下(i)出現甲部所列出的任何一項症狀或(ii)於乙部的任何問題的回答為「是」，閣下可能不會獲准進入股東特別大會會場。

If (i) you have any of the symptoms as set out in Part A, or (ii) your answer to any of the questions under Part B is “YES”, you may not be admitted to the SGM venue.

甲部 Part A (請圈選適用的症狀 Please circle as appropriate)

閣下是否有以下任何症狀？ Do you have any of the following symptoms?		
發燒 Fever	咽喉痛 Sore Throat	氣促 Shortness of Breath
咳嗽 Cough	呼吸困難 Breathing Difficulty	

乙部 Part B (請圈選適用的答案 Please circle as appropriate)

在過去14日內， In the past 14 days,		
(i) 閣下曾否到訪香港以外地方？ Did you travel outside Hong Kong?	是 Yes	否 No
(ii) 閣下是否曾經或現正接受香港衛生署的強制檢疫或醫學監察安排？ Have you ever been under compulsory quarantine or medical surveillance order by the Department of Health of Hong Kong?	是 Yes	否 No
(iii) 閣下是否與COVID-19的確診者及／或疑似確診者曾有或現有密切接觸的人士#？ Have you ever been in close contact# with confirmed case(s) and/or probable case(s) of COVID-19 patient(s)?	是 Yes	否 No
(iv) 閣下是否曾經或現在與正在接受家居檢疫的人士同住？ Have you ever lived with any person under home quarantine?	是 Yes	否 No

指從(a)疑似病例或确诊病例症狀出現前2天開始；或(b)無症狀感染者標本採樣前2天開始，未採取有效防護與其有近距離接觸的人士。
Refers to any person who has not taken effective protection and has been in close contact with (a) probable case(s) or confirmed case(s) 2 days before the symptoms onset; or (b) asymptomatic infected person(s) 2 days before the sampling.

本人聲明以上申報內容全部屬實。 I declare that all the above information is true.

姓名：
Name in full: _____

簽名：
Signature: _____

日期：
Date: _____

收集個人資料聲明：閣下須提供在此表格中收集的所有資料，以用於本公司預防傳染病發生或傳播相關之工作。若閣下未能提供所有資料，本公司將無法評估閣下是否適合出席股東特別大會，而閣下將可能不會獲准進入股東特別大會會場。所有資料只會在閣下同意或在《個人資料(私隱)條例》允許的情況下，向其他人士或機構作出披露。所有收集的資料將在股東特別大會結束後21天內銷毀。有關存取及／或更正相關個人資料的要求可按照《個人資料(私隱)條例》條文提出，而有關要求均須以書面形式郵寄至本公司／卓佳登捷時有限公司。

Personal Information Collection Statement: Your supply of all information collected in this form is required for the purpose of the Company's prevention of the occurrence or spread of Infectious Diseases. If you fail to provide the information, the Company will not be able to assess your suitability to attend the SGM and you may not be granted access to the SGM venue. The information will only be disclosed to other parties or authorities with your consent or where it is permitted under the Personal Data (Privacy) Ordinance. All information collected will be destroyed in 21 days after the SGM. Request for access to and/or correction of the relevant personal data can be made in accordance with the provisions of the Personal Data (Privacy) Ordinance and any such request should be in writing by mail to the Company/Tricor Tengis Limited.