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**瑞聲科技控股有限公司**  
**AAC Technologies Holdings Inc.**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 02018)**

**ADOPTION OF SHARE AWARD SCHEME**

The Board is pleased to announce that, on 23<sup>rd</sup> March 2016, the Board resolved to adopt the Scheme in which Employees (other than Excluded Employees) may be selected by the Board to participate. The purpose of the Scheme is to permit the Company to grant Awards to Selected Employees as incentives for their contributions to the Group and to attract suitable personnel for further development of the Group.

The maximum number of Shares that may be awarded under the Scheme during its term is limited to 1.65 per cent. of the issued share capital of the Company from time to time. The maximum number of Awarded Shares that may be granted to any one Selected Employee shall not exceed 0.5 per cent. of the issued share capital of the Company from time to time.

Pursuant to the Scheme, Shares will be subscribed for at a subscription price as determined by the Board, or purchased on the Stock Exchange, by the Trustee at the cost of the Company and will be held by the Trustee on trust for Selected Employee(s) under the Scheme before vesting.

The Scheme does not constitute a share option scheme pursuant to Chapter 17 of the Listing Rules, and is a discretionary scheme of the Company.

**A. THE SCHEME RULES**

The Board is pleased to announce that, on 23<sup>rd</sup> March 2016, the Board resolved to adopt the Scheme in which Employees (other than Excluded Employees) may be selected by the Board to participate. The Scheme does not constitute a share option scheme pursuant to Chapter 17 of the Listing Rules, and is a discretionary scheme of the Company.

A summary of the main terms, conditions and features of the Scheme Rules is set out below:

**(1) PURPOSES AND OBJECTIVES OF THE SCHEME**

The purpose of the Scheme is to permit the Company to grant Awards to Selected Employees as incentives for their contributions to the Group and to attract suitable personnel for further development of the Group.

**(2) DURATION OF THE SCHEME**

Subject to any early termination as may be determined by the Board pursuant to the Scheme Rules, the Scheme shall be valid and effective for a term of ten (10) years commencing on the Adoption Date.

**(3) APPOINTMENT OF THE TRUSTEE**

On 23<sup>rd</sup> March 2016, the Company entered into the Trust Deed to appoint Bank of Communications Trustee Limited as trustee of the Trust and to hold and manage the Trust Fund and to administer the Scheme in accordance with the terms of the Trust Deed and the Scheme Rules.

**(4) ADMINISTRATION OF THE SCHEME**

The Scheme shall be subject to the administration of the Board and the Trustee in accordance with the Scheme Rules and the Trust Deed. The decision of the Board with respect to any matter arising under the Scheme (including the interpretation of any provision) shall be final, conclusive and binding. The Board has delegated its power and authority to any one Director of the Company or the Board Secretary of the Company to administer all operational matters arising in connection with the administration of the Scheme in accordance with the Trust Deed and the Scheme Rules but all major decisions in relation to the Scheme shall be administered by the Administration Committee comprising members of the Remuneration Committee of the Company in accordance with the Trust Deed and the Scheme Rules, unless the Board resolves to delegate otherwise.

The Trustee shall hold the Trust Fund in accordance with the terms of the Trust Deed.

The Awards may be satisfied by the issuance and allotment of new Shares by utilising General Mandate(s) or Specific Mandate(s) granted or to be granted by the Shareholders to the Directors at its general meeting(s), as applicable, from time to time, or by Shares acquired by the Trustee on the Stock Exchange from time to time.

The Company will apply to the Stock Exchange for the grant of the listing of, and permission to deal in, the new Shares which may be awarded under the Scheme from time to time.

**(5) SCHEME LIMIT**

The maximum number of Awarded Shares which may be awarded under the Scheme shall not exceed 1.65 per cent. of the issued share capital of the Company from time to time. The maximum number of Shares which may be awarded to a Selected Employee under the

Scheme shall not exceed 0.5 per cent. of the issued share capital of the Company from time to time.

## **(6) OPERATION OF THE SCHEME**

The Board may from time to time cause to be paid a Contributed Amount to the Trust by way of settlement or otherwise contributed by the Company or any Subsidiary as directed by the Board which (other than the Refund Amount) will constitute part of the Trust Fund, which shall be utilised for the purchase or subscription (as the case may be) of Shares and other purposes set out in the Scheme Rules and the Trust Deed, and such Shares will be held on trust by the Trustee for the benefit of the relevant Selected Employees, on and subject to the terms and conditions of the Scheme Rules and the Trust Deed.

## **(7) THE AWARD OF AWARDED SHARES TO SELECTED EMPLOYEES**

Subject to the provisions of the Scheme Rules, the Board may, from time to time, exercise its absolute discretion in selecting any Employee (other than any Excluded Employee) for participation in the Scheme as a Selected Employee, and grant such number of Awarded Shares to any Selected Employee at no consideration pursuant to the Scheme Rules and subject to such terms and conditions as it may in its absolute discretion determine.

In determining the number of Awarded Shares to be granted to any Selected Employee (excluding any Excluded Employee), the Board shall take into consideration matters including, but without limitation to:

- (a) the present contribution and expected contribution of the relevant Selected Employee to the profits of the Group;
- (b) the general financial condition of the Group;
- (c) the Group's overall business objectives and future development plan; and
- (d) any other matter which the Board considers relevant.

The Board is entitled to impose any conditions (including a period of continued service within the Group after the grant of the Award and performance targets which must be attained) with respect to the vesting of the Awarded Shares on the Selected Employee and any other conditions, restrictions or limitations in relation to the Award, as it deems appropriate in its absolute discretion, and shall inform the Trustee and such Selected Employee the relevant conditions, restrictions and/or limitations of the Award and the Awarded Shares. Notwithstanding any other provisions of the Scheme, subject to applicable laws and regulations, the Board shall be at liberty to waive any conditions (including vesting conditions), restrictions or limitations referred to in the Scheme.

## **(8) THE AWARD OF AWARDED SHARES TO CONNECTED PERSONS**

Where any grant of Awarded Shares is proposed to be made to any Selected Employee who is an executive director of the Company or an executive/senior management of any member of

the Group, such grant must first be approved by all the members of the remuneration committee of the Company, or in the case where the grant is proposed to be made to any member of the remuneration committee, by all of the other members of the remuneration committee.

Where any grant of Awarded Shares is proposed to be made to any person who is a connected person of the Company within the meaning of the Listing Rules, the Company shall comply with such provisions of the Listing Rules as may be applicable unless otherwise exempted under the Listing Rules.

The Board may at its discretion, with or without further conditions, grant additional Shares or cash award out of the Trust Fund representing all or part of the income or distributions (including but not limited to cash income or dividends, cash income or net proceeds of sale of non-cash and non-scrip distribution, bonus Shares and scrip dividends) declared by the Company or derived from such Awarded Shares during the period from the date of Award to the Vesting Date to a Selected Employee upon the vesting of any Awarded Shares.

A Selected Employee shall have no right or interest in any income or cash dividends or non-cash distributions (e.g. bonus shares or scrip dividends) derived from or arising in respect of the Awarded Shares which are held under the Trust unless further award of cash award or additional Shares are awarded by the Board to such Selected Employee out of the Trust Fund in accordance with the terms of the Trust Deed and the Scheme.

## **(9) VESTING OF THE AWARDED SHARES**

The main features of the vesting provisions under the Scheme Rules are summarised as follows:

### ***(a) Awards made under the Scheme Rules are personal***

Prior to the Vesting Date, any Award made under the Scheme Rules shall be personal to the Selected Employee to whom it is made and shall not be assignable and no Selected Employee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to the Awarded Shares referable to him pursuant to such Award.

### ***(b) Forfeiture of Awarded Shares due to failure to deliver transfer documents***

In the event that the Board does not receive the requisite transfer documents from a Selected Employee at least ten (10) Business Days prior to the Vesting Date, the Awarded Shares which would have otherwise vested in such Selected Employee shall be automatically forfeited and remain part of the Trust Fund.

### ***(c) Death or retirement by agreement of a Selected Employee prior to or on the Vesting Date***

In respect of a Selected Employee who died or retired by agreement with a member of the Group at any time prior to or on the Vesting Date, subject to the Board's determination at its discretion whether any vesting condition(s) is/are still required to be satisfied, all the Awarded Shares of the relevant Selected Employee shall be deemed to

be vested on the day immediately prior to his death or the day immediately prior to his retirement with the relevant member of the Group.

**(d) *Change in control of the Company***

If there occurs an event of change in control of the Company, whether by way of offer, merger, scheme of arrangement or otherwise prior to the Vesting Date, the Board shall determine at its discretion whether such Awarded Shares shall vest in the Selected Employee and the time at which such Awarded Shares shall vest.

**(e) *Vesting of Awarded Shares to take place in accordance with the Scheme Rules***

Subject to the terms and condition of the Scheme and the fulfilment of all vesting conditions to the vesting of the Awarded Shares on such Selected Employee as specified in the Scheme and the Grant Notice to the Selected Employee, the respective Awarded Shares held by the Trustee on behalf of the Selected Employee shall vest in such Selected Employee in accordance with the vesting schedule (if any) as notified to the Selected Employee by the Grant Notice, and the Trustee shall cause the Awarded Shares to be transferred to such Selected Employee on the Vesting Date. All grant of Awards under the Scheme shall be subject to the vesting condition of these two performances as recorded in the audited consolidated statement of profit or loss and other comprehensive income of the Company in any financial year after the date of the grant of the relevant Award: (i) the amount of the annual revenue shall have reached not less than RMB30,000,000,000, and (ii) the margin of recurring profit before taxation (reported profit after tax adjusted for non-recurring and exceptional items) shall not be less than the average of the same of the previous three years 2013, 2014 and 2015; or such other performance target(s) which must be attained as the Board may at its absolute discretion decide from time to time.

**(10) DISQUALIFICATION OF SELECTED EMPLOYEES**

If prior to or on the Vesting Date, a Selected Employee ceases to be an Employee for whatever reason (other than in the case of death or retirement) or is found to be an Excluded Employee, the Award to such Selected Employee shall, unless otherwise determined by the Board in its absolute discretion, automatically lapse and the relevant Awarded Shares will not vest on the relevant Vesting Date but will remain part of the Trust Fund.

Unless the Board determines otherwise, the circumstances under which a person shall be treated as having ceased to be an Employee shall include, without limitation, the following:

- (a) where such person has committed any act of fraud or dishonesty or serious misconduct, whether or not in connection with his employment or engagement by any member of the Group and whether or not it has resulted in his employment or engagement being terminated by the relevant member of the Group;
- (b) where such person has been declared or adjudged to be bankrupt by a competent court or governmental body or has failed to pay his debts as they fall due (after the expiry of

any applicable grace period) or has entered into any arrangement or composition with his creditors generally or an administrator has taken possession of any of his assets;

- (c) where such person has been convicted of any criminal offence;
- (d) where such person has been convicted of or is being held liable for any offence under or any breach of the SFO or other securities laws or regulations in Hong Kong or any other applicable laws or regulations in force from time to time;
- (e) the company by which the Selected Employee is employed ceases to be a member of the Group (or if the Selected Employee is employed in more than one company within the Group, all such companies cease to be members of the Group); or
- (f) a Selected Employee has done or fail to take any action or execute any document which the Board, in its absolute discretion, determines to be a breach of any provision of the Scheme.

#### **(11) RESTRICTIONS UNDER THE SCHEME RULES**

The Board shall not make any Award or give any instructions to the Trustee to acquire or subscribe for any Shares under the Scheme, where dealings in the Shares are prohibited under any code or requirement of the Listing Rules and all applicable laws from time to time. Without limiting the generality of the foregoing, no such instruction is to be given and no such grant is to be made:

- (a) after an event involving inside information in relation to affairs or securities of the Company has occurred or a matter involving inside information in relation to the securities of the Company has been the subject of a decision, until such inside information has been publicly announced in accordance with the application laws and the Listing Rules;
- (b) during the period of sixty (60) days immediately preceding the publication date of the annual results for any financial period of the Company or, if shorter, the period from the end of the relevant financial period up to the publication date of the annual results;
- (c) during the period of thirty (30) days immediately preceding the publication date of the quarterly results (if any) and interim results for any financial period of the Company or, if shorter, the period from the end of the relevant quarterly or half-year period of the financial period up to the publication date of the results; or
- (d) in any circumstance which is prohibited under the Listing Rules, the SFO or any other law or regulation or where any requisite approval from any governmental or regulatory authority has not been granted.

#### **(12) ALTERATION OF THE SCHEME**

The Scheme may be amended in any respect by a resolution of the Board provided that no such amendment shall operate to affect materially and adversely any subsisting rights of any Selected Employee under the Scheme. In the event of any amendment to the Scheme, written notice of such amendment shall be given to all Selected Employees and the Trustee.

### **(13) VOTING RIGHTS**

No voting instructions shall be given by a Selected Employee to the Trustee in respect of the Awarded Shares that have not been vested on such Selected Employee.

The Trustee shall not exercise the voting rights in respect of any Shares held by it under the Trust.

### **(14) TERMINATION OF THE SCHEME**

The Scheme shall terminate on the earlier of (a) the tenth (10) anniversary date of the Adoption Date; and (b) such date of early termination as determined by the Board by a resolution of the Board, provided that such termination shall not affect any subsisting rights of any Selected Employee under the Scheme.

Upon termination of the Scheme,

- (i) no further grant of Awarded Shares may be made under the Scheme;
- (ii) all the Awarded Shares of the Selected Employees which are subject to vesting shall continue to be held by the Trustee and become vested in the Selected Employees according to the conditions of the Awards;
- (iii) upon the expiration of the Trust period, all Shares (except for any Awarded Shares subject to vesting on the Selected Employees) remaining in the Trust Fund shall be sold by the Trustee and all net proceeds of sale and such other funds and properties remaining in the Trust Fund managed by the Trustee (after making appropriate deductions in respect of all disposal costs, liabilities and expenses) shall be remitted to the Company forthwith. The Trustee may not transfer any Shares to the Company nor may the Company otherwise hold any Shares whatsoever (other than its interest in the proceeds of sale of such Shares as mentioned above).

## **B. DEFINITIONS**

- “Adoption Date”** 23<sup>rd</sup> March 2016, being the date on which the Scheme Rules was adopted by the Board for the establishment of the Scheme;
- “Award”** an award of Awarded Shares and/or an award of cash award of income or distributions declared by the Company or derived from such Awarded Shares, as the case may be, by the Board pursuant to the Scheme Rules to a Selected Employee;
- “Awarded Share(s)”** in respect of a Selected Employee, such number of Shares (including additional Shares and/or cash award) as awarded/granted by the Board;
- “Board”** the board of directors of the Company, and if the context so permits, it shall include such committee or sub-committee or

person(s) as from time to time delegated with the power and authority by the board of directors of the Company to administer the Scheme;

<b>“Business Day”</b>	a day (other than Saturday, Sunday or public holiday) on which the Stock Exchange is open for trading and on which banks are open for business in Hong Kong;
<b>“Company”</b>	AAC Technologies Holdings Inc., a company incorporated in the Cayman Islands whose shares are listed on the Main Board of the Stock Exchange;
<b>“connected person(s)”</b>	has the meaning ascribed to it under the Listing Rules;
<b>“Contributed Amount”</b>	cash paid or made available to the Trust by way of settlement or otherwise contributed by the Company and/or its Subsidiaries as permitted under the Scheme to the Trust as determined by the Board from time to time;
<b>“Director(s)”</b>	director(s) of the Company;
<b>“Employee(s)”</b>	any employee (including without limitation any executive director but excluding any non-executive director or independent non-executive director) of any member of the Group;
<b>“Excluded Employee(s)”</b>	any Employee who is resident in a place where the award of the Awarded Shares and/or the vesting and transfer of the Awarded Shares pursuant to the terms of the Scheme is not permitted under the laws or regulations of such place or where in the view of the Board or the Trustee (as the case may be), compliance with applicable laws or regulations in such place makes it necessary or expedient to exclude such Employee;
<b>“General Mandate(s)”</b>	general mandate(s) granted or to be granted by the Shareholders to the Directors at general meeting(s) of the Company from time to time to exercise power to allot and issue Shares;
<b>“Grant Notice”</b>	the notice of grant of Award under the Scheme which may be issued by the Board to a Selected Employee setting out the details of the Award and the conditions (if any) upon which the Award is granted;
<b>“Group”</b>	the Company and its Subsidiaries from time to time;
<b>“Hong Kong”</b>	The Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Listing Rules”</b>	The Rules Governing The Listing of Securities on The Stock



Exchange of Hong Kong Limited;

<b>“Refund Amount”</b>	means all or any portion of the remaining sum of the Contributed Amount which has not been utilised by the Trustee and refunded by the Trustee to the Company at the direction of the Board;
<b>“Residual Cash”</b>	cash in the Trust Fund (including without limitation (i) any Contributed Amount or any remaining amount thereof (other than the Refund Amount); (ii) any cash income or dividends derived from Shares held under the Trust; (iii) other cash income or net proceeds of sale of non-cash and non-scrip distribution derived from or in respect of the Shares held under the Trust; and (iv) all interest or income derived from deposits maintained with licensed banks in Hong Kong) which has not been applied in the acquisition of any Shares;
<b>“Scheme”</b>	means “The AAC Share Award Scheme” constituted by the Scheme Rules, in its present form or as amended from time to time in accordance with the provisions thereof;
<b>“Scheme Rules”</b>	means the rules relating to the Scheme adopted by the Board, as amended from time to time;
<b>“Selected Employee(s)”</b>	Employee(s) selected by the Board pursuant to the Scheme Rules for participation in the Scheme;
<b>“SFO”</b>	Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), as amended, supplemented and/or modified from time to time;
<b>“Shares”</b>	ordinary shares of US\$0.01 each in the share capital of the Company;
<b>“Shareholder(s)”</b>	holder(s) of Share(s);
<b>“Specific Mandate(s)”</b>	specific mandate(s) granted or to be granted by the Shareholders to the Directors at general meeting(s) of the Company from time to time to exercise power to allot and issue Shares to satisfy any Award which may be granted under the Scheme;
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited;
<b>“Subsidiary”</b>	a company which is for the time being and from time to time a subsidiary (within the meaning given under section 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere;

<b>“Trust”</b>	the trust constituted by the Trust Deed;
<b>“Trust Deed”</b>	the trust deed entered into between the Company and the Trustee on 23 <sup>rd</sup> March 2016, as restated, supplemented and amended from time to time;
<b>“Trust Fund”</b>	<p>the funds and properties held under the Trust and managed by the Trustee for the benefit of the Employees (other than the Excluded Employees), including without limitation:</p> <p>(a) all Shares acquired or subscribed by the Trustee for the purpose of the Trust out of the Residual Cash and such other scrip income (including but not limited to bonus Shares and scrip dividends declared by the Company) derived from the Shares held upon the Trust;</p> <p>(b) any Residual Cash;</p> <p>(c) any Awarded Shares or other property to be vested or not vested with the Selected Employee under the terms of the Scheme; and</p> <p>(d) all other properties from time to time representing (a), (b) and (c) above;</p>
<b>“Trustee”</b>	Bank of Communications Trustee Limited, a company incorporated in Hong Kong, and any additional or replacement trustees, being the trustee or trustees for the time being of the trusts declared in the Trust Deed;
<b>“US\$”</b>	United States Dollars, the lawful currency of the United States of America; and
<b>“Vesting Date”</b>	in respect of a Selected Employee, the date on which his entitlement to the Awarded Shares is vested in such Selected Employee in accordance with the Scheme Rules.

On behalf of the Board  
**AAC Technologies Holdings Inc.**  
**Koh Boon Hwee**  
*Chairman*

Hong Kong, 23<sup>rd</sup> March 2016

*As at the date of this announcement, the Board comprises two executive directors, namely, Mr. Benjamin Zhengmin Pan and Mr. Mok Joe Kuen Richard; a non-executive director, namely, Ms. Ingrid Chunyuan Wu; and four independent non-executive directors, namely, Mr. Koh Boon Hwee, Mr. Poon Chung Yin Joseph, Dato’ Tan Bian Ee and Ms. Chang Carmen I-Hua.*