



Certain personal information (being the residential address and sensitive personal data of the individual concerned) contained in this document has been redacted. The remaining information is considered as adequate by (i) the Company and its directors, (ii) the financial adviser to the Company for the purpose of disclosing the nature and significance of this document, and for the Company to fulfil its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

PERSONAL-IN-CONFIDENCE

Date : 15 January 2025

Mr Tam Wai Tak Victor

Dear Mr. Tam,

Reference is hereby made to the letter of appointment entered into between Twintek Investment Holdings Limited (the “Company”) and your good self on 19 December 2017 (the “Letter of Appointment”). Capitalized termed used in this letter shall have the same meanings ascribed to them in the Letter of Appointment.

The Company would like to notify you that your Letter of Appointment has been renewed and the term for renewal of the Letter of Appointment shall be 17 January 2025 to 16 January 2027.

Save as set above, same terms as set out in the Letter of Appointment shall remain valid and binding.

For and on behalf of
Twintek Investment Holdings Limited

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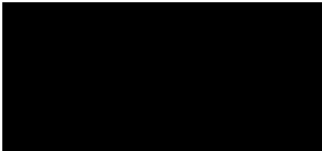
Director

TWINTEK INVESTMENT HOLDINGS LIMITED
乙德投資控股有限公司

Letter of Appointment

Date: 19 December 2017

TAM WAI TAK VICTOR



Dear Mr. Tam Wai Tak Victor,

Re : Independent non-executive directorship

We, Twintek Investment Holdings Limited, are a limited liability company incorporated under the laws of the Cayman Islands whose registered office is situated at PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands and its head office and principal place of business in Hong Kong situate at Room 806, 8/F, Eastern Centre, 1065 King's Road, Quarry Bay, Hong Kong (the "**Company**"), **HEREBY APPOINT** Tam Wai Tak Victor (譚偉德), holder of HKID No. [REDACTED] of [REDACTED] (the "**Appointee**") as an independent non-executive director of the Company on and subject to the terms and conditions specified herein.

1. APPOINTMENT AND TERM

- 1.01 The said appointment (the "**Appointment**") shall commence on the date (the "**Commencement Date**") on which the shares of the Company are first admitted for trading on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") and such date be referred to as the "**Commencement Date**") and shall continue subject as hereinafter mentioned for a period of three (3) years from the Commencement Date unless otherwise terminated in accordance with the terms and conditions specified herein ("**Term**").
- 1.02 Notwithstanding clause 1.01 above, the Appointee shall be subject to removal, vacation, termination or retirement by rotation at least once every three (3) years (or such shorter time period as may be stipulated from time to time in the articles of association of the Company (the "**Articles**"), the Companies Law of the Cayman Islands and/or the Rules Governing the Listing of Securities on the Stock Exchange (the "**Listing Rules**")).

2. SCOPE OF THE APPOINTMENT

- 2.01 For the purpose of the Appointment, the Appointee shall:
- (a) devote such of his time and his attention and skill as may reasonably be required to discharge the duties of his office;
 - (b) faithfully and diligently perform such duties and exercise such powers consistent with the office to which he is appointed;

- (c) attend general meetings of the Company, meetings of the board of directors of the Company (the “**Board**”) and any committees, including but not limited to the audit committee, remuneration committee and nomination committee of the Company, to which the Appointee are appointed as a member. If you are unable to attend, as much prior notice as possible should be given to the chairman of the Board; and
 - (d) comply with all applicable rules of the Stock Exchange and the Company's rules, regulations, policies and procedures from time to time in force.
- 2.02 The Appointee, being appointed as an independent non-executive director of the Company, is also hereby appointed as a member of the audit committee, remuneration committee and nomination committee of the Company.
- 2.03 The Appointee shall notify the Company immediately upon the occurrence of, or upon the Appointee becoming aware of, any matter which may affect his independence (for the purpose of the Listing Rules). The Appointee shall provide to the Company and the Stock Exchange an annual confirmation of his independence (for the purposes of Rule 3.13 of the Listing Rules).
- 2.04 The Appointee shall at all times disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you including all interests in the shares required to be disclosed by you under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and keep the Board promptly and fully informed (in writing if so requested) of any of his business or other activities which would or is likely to cause the Appointee to be in conflict with the interests of the Group (as defined hereinafter).

3. RESTRICTIONS ON SHARE DEALINGS BY THE APPOINTEE

During the term of this Letter of Appointment, the Appointee shall comply with (i) every applicable rule of law, (ii) the Listing Rules (including but not limited to complying with the minimum standard as set out in Appendix 10 to the Listing Rules) and (iii) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.

For the purpose of this letter, the “**Group**” means the Company and its subsidiaries (having the meaning ascribed thereto in the Listing Rules).

4. REMUNERATION

- 4.01 During the Term, the Appointee shall be entitled to an annual director's fee in the sum of Hong Kong Dollars 200,000 or such higher sum as the Company may from time to time decide, payable in four (4) equal quarterly installments of Hong Kong Dollars 50,000 which shall accrue from day to day and be payable in arrears on or before the last day of the last month of a quarter. If the Appointment commences on a date other than the first day of a month, the Appointee shall be paid a remuneration on a pro-rata basis for the month according to the days he worked.
- 4.02 By acceptance of the Appointment, the Appointee agrees and acknowledges that he only enters into the Appointment as a contract for service on his own account and not as an employee (as defined in the Employment Ordinance (Chapter 57 of the Laws of Hong Kong)). The Appointee is recommended to seek professional advice on whether the amount

of any remuneration payable to the Appointee as director of the Company is subject to Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.

- 4.03 During the Term, the Company shall reimburse the Appointee all expenses properly incurred by the Appointee in the performance of his duties hereunder or otherwise in connection with the business of the Company, subject to the provision by the Appointee of the relevant receipts and vouchers.
- 4.04 The Company shall subscribe for and maintain the relevant insurance on director's liabilities (which shall be selected at the absolute discretion of the Company) throughout your appointment with the Company.

5. TERMINATION

- 5.01 The appointment of the Appointee hereunder shall be subject to termination by the Company at any time by summary notice in writing if the Appointee:-
- (a) commits any breach of any of his material obligations and/or undertakings hereunder;
 - (b) commits an act of bankruptcy;
 - (c) commits any act which would, under any applicable laws and regulations, permit the Company to terminate his appointment hereunder;
 - (d) is publicly censured or criticised by the Stock Exchange or the Securities and Futures Commission of Hong Kong and the Board is of the reasonable view that retention of office by the Appointee is prejudicial to the interests of the Company or shareholders of the Company as a whole;
 - (e) is convicted of any criminal offence (other than an offence which in the reasonable opinion of the Board does not affect the Appointee's position in the Company);
 - (f) be removed from office by an ordinary resolution of the shareholders of the Company in general meeting;
 - (g) is disqualified from acting as a director of the Company under the Articles; or
 - (h) is not being elected or re-elected as a director of the Company by shareholders of the Company at the annual general meeting of the Company.
- 5.02 The Appointee and the Company shall be entitled to terminate the appointment hereunder at any time by giving at least three (3) months' notice in writing.
- 5.03 On the termination of his appointment hereunder howsoever arising, the Appointee shall at the request of the Company resign from office as a director of the Company and (if appropriate) as a director of any other members of the Group.
- 5.04 Termination of the Appointee's appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provisions of clause 7.

6. DIRECTOR'S WARRANTIES

6.01 The Appointee represents and warrants to the Company that:

- (a) he does not hold more than one (1) per cent of the total issued share capital of the Company, whether legally or beneficially, as at the date of this Letter of Appointment;
- (b) he has not received any interests in any securities of the Company as a gift or otherwise, or by means of other financial assistance, from a core connected person (as defined in the Listing Rules) of the Company or the Company itself;
- (c) he is not a director, partner or principal of any professional adviser which currently provides or has provided services within one (1) year immediately prior to the Commencement Date, nor is he an employee of such professional adviser who is or has been involved in providing such services during the same period, to the Company, its holding company or any of their respective subsidiaries or core connected persons, or any person who was a controlling shareholder of the Company within one (1) year immediately prior to the Commencement Date;
- (d) he does not have any material interest in any principal business activity of or is involved in any material business dealings with the Company, its holding company or their respective subsidiaries or with any core connected persons of the Company;
- (e) he is not on the Board specifically to protect the interests of an entity whose interests may not be the same as those of the shareholders of the Company as a whole;
- (f) he is not and was not connected with any director, the chief executive or any substantial shareholder of the Company within two (2) years immediately prior to the Commencement Date;
- (g) he is not and has not at any time during the two (2) years immediately prior to the Commencement Date been an executive or director (other than an independent non-executive director) of the Company, of its holding company or of any of their respective subsidiaries or of any core connected persons of the Company;
- (h) he is not financially dependent on the Company, its holding company or any of their respective subsidiaries or core connected persons of the Company;
- (i) there are no other factors which are relevant in assessing his independence as a non-executive director of the Company under Rule 3.13 of the Listing Rules; and
- (j) if he ceases to qualify, or if he comes to know of any circumstances which may render him no longer qualified as an independent non-executive director of the Company under the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance, the Articles or other applicable rules and regulations, or if the Board considers that the Appointee is no longer qualified as an independent non-executive director of the Company and informs him thereof, notwithstanding any other provisions of this Letter of Appointment, the Appointee shall resign as an independent non-executive director or, at the

absolute discretion of the Board, he will be re-designated as a non-executive director of the Company.

7. CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS

- 7.01 The Appointee confirms that he owes a fiduciary and diligent duty and an obligation to the Company and that he shall not at any time during the Term engage in any activities in competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.
- 7.02 The Appointee undertakes to the Company that he will not either during the Term or at any time thereafter divulge or communicate to any person whomsoever or to any body corporate or unincorporate, use or employ for his own purposes or for any purposes other than those of the Group, and shall prevent the unauthorised publication or disclosure or use of, any trade secret or any confidential information concerning the business or finances of any member of the Group (including without limitation, any confidential information relating to the products and systems designs, and the manufacturing or production process which is from time to time being carried on by any member of the Group) or any of its dealings, transactions or affairs which may come to his knowledge during or in the course of the Term.
- 7.03 Forthwith upon the termination of the Term, and/or at any other time if the Company shall so request, the Appointee shall deliver to the Company all documents (including correspondence, lists of tenders, notes, memoranda, plans, drawings and other documents of whatsoever nature), models or samples made or compiled by or delivered to the Appointee during the Term concerning the business, finances or affairs of any member of the Group. For the avoidance of doubt, it is hereby declared that the property in all such documents as aforesaid shall at all times be vested in the relevant member of the Group.
- 7.04 The Appointee shall not at any time during the Term and within six (6) months from the date of expiry or sooner determination of the Term carries on, becomes concerned or interested directly or indirectly (whether as shareholder, employee, director, consultant, adviser partner or agent and whether alone or jointly with others in any types of business carried on by any member of the Group) in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognised stock exchange) in any country or place where any member of the Group has carried on business provided that the provisions of this clause shall only apply in respect of the type of business or services with which the Appointee is personally concerned or for which he is responsible during the Term.
- 7.05 The Appointee shall not at any time during the Term and within six (6) months from the date of expiry or sooner determination of the Term either on his own account or in conjunction with or on behalf of any other person or body corporate or unincorporate in competition with any member of the Group directly or indirectly solicit or entice away from any member of the Group any person or body corporate or unincorporate who now is or at any time during or at the date of the termination of the Term may have become a customer or supplier or prospective customer or supplier of any member of the Group and with whom the Appointee had personal contact or dealings during the Term.
- 7.06 The Appointee shall not at any time during the Term and within six (6) months from the date of expiry or sooner determination of the Term either on his own account or in

conjunction with or on behalf of any other person or body corporate or unincorporate directly or indirectly solicit or entice away from any member of the Group or employ or otherwise engage any person who now is or at any time during or at the date of the termination of the Term may have become an employee or consultant of any member of the Group and with whom the Appointee had contact during the Term.

7.07 While the restrictions contained in this clause are considered by the parties to be reasonable in all the circumstances, it is recognised that restrictions of the nature in question may fail for unforeseen technical reasons and accordingly it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Group but would be valid if part of the wordings thereof were deleted or the periods thereof were reduced or the areas dealt with thereby were reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

7.08 Each undertaking contained in this clause shall be construed as a separate undertaking and if one or more of the undertakings are held to be against the public interest or unlawful or in any way constitute an unreasonable restraint of trade, the remaining undertakings shall continue to bind the Appointee.

8. NOTICES

Any notice required to be given hereunder shall, in the case of notice to the Company, be deemed duly served if left at or sent by registered post to the principal place of business in Hong Kong of the Company at Room 806, 8/F, Eastern Centre, 1065 King's Road, Quarry Bay, Hong Kong and, in the case of notice to the Appointee, if handed to him personally or left at or sent by registered post to his last known address. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post 48 hours after posting.

9. CHOICE OF LAW AND SERVICE AGENT

This Letter of Appointment shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in the determination of any dispute arising hereunder.

10. ENTIRE AGREEMENT

This Letter of Appointment constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

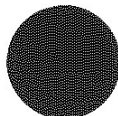
For and on behalf of
TWINTeK INVESTMENT HOLDINGS LIMITED
乙德投資控股有限公司

A handwritten signature in black ink, appearing to read 'Lo Wing Cheung', written over a horizontal line.

Name: Lo Wing Cheung
Title: Executive Director

I, Tam Wai Tak Victor (譚偉德), holder of HKID No. [REDACTED] of [REDACTED]
[REDACTED], the Appointee, **HEREBY AGREE TO ACT**
as independent non-executive director of the Company on and subject to the terms and
conditions as hereinbefore mentioned.

Signed, sealed and delivered as a deed by:



Tam Wai Tak Victor (譚偉德)

Date: 19 December 2017