

Certain personal information contained in this document has been redacted. The remaining information is considered as adequate by (i) the Company and its directors and (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.

Tam Jai International Co. Limited
譚仔國際有限公司
(Incorporated in Hong Kong with limited liability)

20 December 2024

To: HATOMOTO TORU



Dear Sir,

APPOINTMENT AS NON-EXECUTIVE DIRECTOR OF TAM JAI INTERNATIONAL CO. LIMITED (THE “COMPANY”, AND TOGETHER WITH ITS SUBSIDIARIES, THE “GROUP”)

We hereby write to confirm the terms and conditions of your appointment as a non-executive director (a “**Non-executive Director**”) of the Company:

1. Your appointment as a Non-executive Director shall be governed by the terms of this letter, the articles of association of the Company in force from time to time (the “**Articles**”), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) (the “**Listing Rules**”) and the applicable laws of Hong Kong. The term of this appointment letter shall take effect from the date of your appointment as a Non-executive Director and shall last for a period of three years unless terminated by not less than three months’ notice in writing served by either party on the other. Upon the expiry of the term of this appointment letter, you may be re-elected as a Non-executive Director at the Company’s general meeting.
2. During the term of your appointment, you shall provide objective and independent advice from your skills and expertise to the board of directors of the Company (the “**Board**”) to ensure the Board maintains the high standards of corporate governance. You shall ensure that you are able to devote sufficient time and attention to the Company’s affairs during your term of appointment. As a Non-executive Director, you shall (i) attend Board meetings and provide your independent advice in matters including but not limited to policy, performance, accountability, resources, major appointments and codes of conduct; (ii) take the lead and provide timely advice in the event of a potential conflict of interest; and (iii) review and observe whether the Company’s performance meets the established corporate goals and objectives and monitor and report matters in relation to the Company’s performance when the Company provides you with sufficient resources. In addition, you may be appointed as a member of any committees of the Board (the “**Board Committees**”).
3. You shall attend all Board meetings and general meetings of the Company and meetings of any Board Committees which you become a member of or serve as the chairperson for. If you are unable to attend the aforementioned meetings, you must inform the chairman of the Board (the “**Chairman**”) as soon as practicable.
4. The Company shall, subject to the production of receipts or other evidence satisfactory to the Company, reimburse you for all properly and reasonably incurred out-of-pocket expenses that you incur in performing the duties of your office. Any reasonable expenses (including overseas expenses and travelling expenses) to be incurred by you shall be subject to the prior approval by the Chairman or any authorised person of the Company.

5. You acknowledge that the Company has sole and absolute discretion in the decision of whether you are eligible to participate in any and all of the Company's share incentive schemes, bonus schemes and any other similar schemes in force from time to time.
6. During the term of your appointment, you shall not be entitled to any remuneration payable by the Company to you for your appointment pursuant to this letter. Your remuneration shall be payable starting from the date of the listing of the Company's shares on the Main Board of the Stock Exchange (the "**Listing Date**"). For the month that the Listing Date falls on, the remuneration payable to you shall be calculated on a pro rata basis by your actual number of days served as a Non-executive Director from the Listing Date divided by thirty (30) days. If your appointment is terminated for any reason and the termination occurs on a day other than the Payment Date, the remuneration payable to you shall be calculated on a pro rata basis by your actual number of days served as a Non-executive Director from the last Payment Date and up to the date of the termination of your appointment divided by thirty (30) days. Your remuneration may be adjusted in accordance to the remuneration committee of the Board. In addition, the Company shall procure and maintain directors and officers liability insurance coverage for you for the duration of your office.
7. Your appointment hereunder shall forthwith automatically terminate (no notice or compensation is required) in one of the following circumstances:
 - (a) your ceasing to be a director of the Company for any reason pursuant to the Articles;
 - (b) shareholders of the Company passing a resolution to terminate your appointment as a Non-executive Director at a general meeting; or
 - (c) your unsuccessful re-election at a general meeting.

Irrespective of automatic termination of your appointment due to which of the aforementioned circumstances, any rights and obligations which should be continued upon termination of your appointment under the terms of this letter as agreed between the Company and you previously shall remain in full force and effect.
8. You shall promptly upon request by the Company or in any event upon your ceasing to be a Non-executive Director deliver up to the Company all lists of clients or customers, correspondences and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
9. In the discharge of your duties and functions as a Non-executive Director, you shall observe and comply with all the applicable laws of Hong Kong, including but not limited to, the Listing Rules (including the Model Code for Securities Transactions by Directors of Listed Issuers), the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs and the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and all relevant restrictions and obligations as set out in the applicable laws and regulations.
10. You acknowledge that without prior approval from the Board, you shall not make any statements about or in the name of the Company to any journalist, media, venture capitalist, agent, bank, financial analyst and/or any related parties to the stock market and investment public.
11. You shall not, either during the term of your appointment as a Non-executive Director or thereafter:

- (a) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose responsibilities are similar to yours) which may have come to your knowledge, save as required by any laws or regulations or any regulatory authorities; or
- (b) disclose to any third party for your own interest or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group, save as required by any laws or regulations or any regulatory authorities.

The restriction as set out in paragraphs 11(a) and (b) above shall cease to apply to any information or knowledge which comes from the public domain (otherwise than through your default).

- 12. During the term of your appointment, unless separately agreed or you have obtained the prior written consent from the Board, you shall not be directly or indirectly engaged in any business which competes or is likely to compete with the Group (irrespective of whether you are acting in your capacity as a controlling shareholder, director, partner or in any other capacity, and irrespective of whether the purpose is to profit, for remuneration or for any other purposes).
- 13. This letter of appointment is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.
- 14. This letter may be executed in any number of counterparts, each of which when signed shall constitute an original of this letter, but all the counterparts shall together constitute the same letter.

Please sign, date and return to us the duplicate copy of this letter of appointment to confirm your acceptance of its terms. Should you have any queries regarding the terms of this letter, please do not hesitate to contact us. Set out below are the contact details of the Company:

To the Company:

Address: 8th Floor of D2 Place ONE, No. 9 Cheung Yee Street, Cheung Sha Wan, Kowloon, Hong Kong

Attention: Company secretary of the Company

To you:

Address: [REDACTED]

E-mail: [REDACTED]

[The remainder of this page is intentionally left blank.]

Yours faithfully, For
and on behalf of
Tam Jai International Co. Limited



Lau Tat Man
Executive Director

I, Hatomoto Toru, hereby accept my appointment as a non-executive director of Tam Jai International Co. Limited on the terms and conditions as set out above.



Hatomoto Toru
Non-executive
Director