

DATED FEBRUARY 5, 2025

**OneConnect Financial Technology Co., Ltd.**  
(壹账通金融科技有限公司)

and

**Chen Dangyang**  
(陈当阳)

---

**EXECUTIVE DIRECTOR SERVICE CONTRACT**

---

This **EXECUTIVE DIRECTOR SERVICE CONTRACT** (the “**Agreement**”) is made on February 5, 2025

**BETWEEN:-**

- (1) OneConnect Financial Technology Co., Ltd. (壹账通金融科技有限公司), a limited liability company incorporated in the Cayman Islands whose registered address is at PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands (hereinafter called the “**Company**”); and
- (2) Chen Dangyang (陈当阳) (holder of passport number: EJ0183459) whose residential address is at 15D, Building 37, Cuidiwan, Shatou Street, Futian District, Shenzhen (深圳市福田区沙头街道翠堤湾 37 栋 15D) (hereinafter called the “**Director**”).

**WHEREBY IT IS AGREED** as follows:

**1. INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires:

“ <b>Articles of Association</b> ”	means the articles of association of the Company as amended from time to time;
“ <b>Board</b> ”	means the board of directors from time to time appointed by the Company in accordance with the Articles of Association;
“ <b>business day</b> ”	means a day in which banks in Hong Kong are open for normal business;
“ <b>Companies Act</b> ”	means the Companies Act (As Revised) of the Cayman Islands, as amended, or supplemented from time to time;
“ <b>Companies Ordinances</b> ”	means Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) and the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
“ <b>Confidential Information</b> ”	means any confidential information in oral, visual, written and/or other tangible form relating to, or belonging to, any

member of the Group including but without limitation to any information relating to the businesses, customers, suppliers, employees, finance, investments, plans, strategies, know-how, trade secrets, systems, researches, investigations, undertakings, intellectual properties or production procedure of any member of the Group or any other person in which the Group has an interest but excluding any such information generally available in the public domain (other than as a result of a breach by the Director of any of the terms of this Agreement);

**“Group”**

means the Company and its subsidiaries from time to time;

**“Hong Kong”**

means the Hong Kong Special Administrative Region of the People’s Republic of China;

**“Listing Rules”**

means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended, supplemented or modified from time to time;

**“SFO”**

means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or modified from time to time;

**“Stock Exchange”**

means The Stock Exchange of Hong Kong Limited;

**“subsidiaries”**

has the meaning assigned to it under the Companies Ordinances; and

**“Takeovers Codes”**

means The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission in Hong Kong, as amended, supplemented or modified from time to time

- 1.2 The headings are inserted for reference only and shall not affect the construction or interpretation of this Agreement.

**2. APPOINTMENT**

- 2.1 The Company shall engage the Director, and the Director shall serve the Company and carry out his duties as set out hereinafter, as an executive director (and in positions to which the Company may from time to time appoint the Director) subject to and upon the terms and conditions of this Agreement. The Company and the Director acknowledge that this Agreement shall not supersede or vary the terms of any employment agreement between any member of the Group and the Director in respect of any other positions the Director holds in the Group.
- 2.2 Unless this Agreement is terminated in accordance with Clause 5 herein, the term of this appointment shall be three years starting from the date of this Agreement, subject to retirement by rotation in accordance with the relevant provisions of the Listing Rules.
- 2.3 Unless otherwise recommended by the Company's compensation and nomination committee, subject to the agreement of the parties hereto and in accordance with the relevant requirements of the Articles of Association, the Companies Act and the Listing Rules, upon the expiry of the initial three years term, the Director may be re-appointed for further terms of three years each, during which the Director shall continue to be subject to retirement by rotation requirements under the relevant provisions of the Listing Rules. If the Director is re-appointed, this Agreement shall continue to be effective unless the parties hereto otherwise agree in writing or the compensation and remuneration committee of the Company otherwise recommends, or until this Agreement is terminated under Clause 5 hereto, whichever is the earlier.

### **3. FEES AND EXPENSES**

- 3.1 The Director hereby agrees that the Company will not pay the Director any director's service fees in respect of the Director's performance of his duties as an executive director of the Company.
- 3.2 The Company shall reimburse the Director in accordance with the Articles of Association for all reasonable and documented expenses properly incurred by the Director in connection with the performance of his duties as an executive director of the Company.
- 3.3 The Company shall also take out and, at all times during the period of the Director's appointment hereunder, maintain directors' liability insurance with an insurance company in respect of the performance by the Director of his duties as an executive director of the Company.

### **4. DUTIES AND RESPONSIBILITIES**

- 4.1 In his role as executive director of the Company, the Director is responsible for the management and operations of the Company, and the Director is expected to fulfill fiduciary duties and duties of skill, care and diligence to a standard expected of a person of his knowledge and experience and holding his office within a company, and be answerable to the Board. The Director shall perform all the duties required to be fulfilled as an executive director of

the Company in accordance with the provisions of the Articles of Association, the Companies Act, the Companies Ordinances and other applicable laws and regulations in Hong Kong and the Cayman Islands, including the relevant requirements and obligations under the Listing Rules (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers), the Takeovers Codes and the SFO.

4.2 In particular, the Director must, in the performance of his duties as an executive director:

- (a) act honestly and in good faith in the interests of the Company and its shareholders as a whole and shall not do acts which are detrimental to the interests of the Company and its shareholders;
- (b) act appropriately for proper purpose and shall not use his position in the Company and power for self-enrichment (such as accepting commissions on transactions related to the Company), accept bribery, or accept any other illegal consideration, or in any way diminish the assets of the Company (including but not limited to business opportunities of the Company);
- (c) be answerable to the Company for the application or misapplication of its assets;
- (d) avoid actual or potential conflicts of interest and duty;
- (e) disclose fully and fairly the Director's interests in accordance with the relevant provisions of the Articles of Association, the Companies Act, the Listing Rules and other relevant laws and regulations;
- (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of the Director's knowledge and experience and holding his office within the Company;
- (g) comply with and follow the directions and orders given by the Board from time to time, and act within the powers granted by the resolution of the Board and/or the shareholders of the Company; and
- (h) comply with the policies and the terms of reference of the relevant committees established by the Company from time to time.

4.3 By accepting appointment, the Director will be deemed to have represented to the Company that, in acting as a director of the Company, he undertakes to perform the duties and be subject to the restrictions contained herein. In addition, the Director shall ensure that he is fully aware of all other obligations under the Listing Rules, the SFO and other applicable regulations and rules of any other regulatory authority, as an executive director of the Company.

4.4 The Director shall participate in any committee of the Board as may from time to time be required by the Board or as required by the Listing Rules to be attended by the Director.

## **5. TERMINATION**

5.1 Subject to the provisions of the Articles of Association and any applicable laws (including the Companies Act), the appointment hereunder shall terminate automatically upon the following events and in such case the Director will have no claim for damages against the Company:

- (a) by reason of his not being re-elected as a director of the Company at any annual general meeting of the Company at which he is to retire by rotation and/or to be re-elected; or
- (b) by virtue of a resolution passed by the members of the Company in general meeting to remove him as a director.

5.2 Notwithstanding any provision hereof but subject to the provisions of the Articles of Association and any applicable laws (including the Companies Act), either the Company or the Director may give to the other party at least three months' notice in writing to terminate his appointment save that no notice is required to be served by the Company on the Director to terminate his appointment should the following happen to the Director:

- (a) be guilty of or commit any serious misconduct which in the reasonable opinion of the Board is in any way detrimental to the interests of the Company; or
- (b) be in serious or wilful or persistent breach of any of the terms of this Agreement (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board); or
- (c) commit any act of bankruptcy or make any arrangements or composition with the Director's creditors generally or persistently fail to pay his personal debts; or
- (d) become of unsound mind or through mental disorder, incapable of managing his own affairs; or
- (e) be guilty of persistent insobriety; or
- (f) be convicted of any criminal offence involving his integrity or honesty; or
- (g) be disqualified to act as a director of the Company under any applicable law, the Companies Act, the Companies Ordinances, the Takeovers Codes, the Listing Rules, the SFO or any rules prescribed by the Stock Exchange; or
- (h) directly or indirectly advise or participate or act in concert with any person who makes or is considering making any offer for the issued share capital of the Company; or

- (i) be convicted of any laws or regulations effective from time to time and relevant to insider dealing offence, or be convicted as an insider dealer pursuant to any laws or regulations effective from time to time and relevant to insider dealing offence; or
- (j) be or become prohibited by law from being a director; or
- (k) act or not act in any manner (whether in the course of the Director's duties or otherwise) which is likely to bring the Director or the Company into disrepute or prejudice the interests of the Company; or
- (l) refuse to carry out any reasonable lawful instructions or directions given to the Director by the Board in the course of his employment or fail to attend to his duties diligently hereunder; or
- (m) be guilty of continuing unsatisfactory conduct or poor performance of his duties, after having received a written warning from the Company relating to the same; or
- (n) improperly divulge to any unauthorized person any Confidential Information or any other business secret or details of the organization, business or clientele of the Group,

and the Director shall have no claim, and shall waive all rights, against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Director's appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

## **6. NO CONFLICT OF INTEREST**

- 6.1 During the period of the Director's appointment hereunder, the Director shall not undertake any activity (whether paid or unpaid) which may either compromise or give rise to a conflict with either the Director's duties and responsibilities under this Agreement or the business interests of the Company or any other member of the Group, unless the Director has obtained the prior consent of the Board in writing.
- 6.2 Without limiting the generality of Clause 6.1, during the period of the Director's appointment hereunder, the Director must not be engaged, employed, concerned or interested directly or indirectly in any business, company, proposal, project, assignment or development which is in or is related to the industry in which the Company and/or any other member of the Group is concerned unless the Director has obtained the prior consent of the Board in writing.
- 6.3 The Director must immediately and fully disclose in writing to the Company any potential or actual conflicts of interest.

## **7. CONFIDENTIALITY**

The Director agrees to maintain the confidentiality of the Confidential Information and not to disclose such Confidential Information to any third party without prior consent of the Company, unless otherwise required by any applicable law, order from the court with competent jurisdiction or the Stock Exchange, provided that prior notice of such disclosure is provided to the Company (to the extent legally permissible). The Director shall not use the Confidential Information provided by the Company to obtain any commercial or other benefits from the Company or to do acts which are detrimental to the business of the Company. This obligation continues even after the Director ceases to be a director of the Company. The Director acknowledges that the restrictions contained in this Clause 7 are reasonable and that irreparable damage will be caused to the Company and its subsidiaries in the event of any violation of this Clause 7 by him.

## **8. OBLIGATIONS TO THIRD PARTIES**

The Director warrants that by virtue of entering into this Agreement and performing the duties set out in this Agreement, he will not be in breach of any contract of service or for the provision of services or any partnership agreement and will, save as implied by law, be free from all agreements, arrangements or other restrictions restricting his right to compete with any person or to solicit clients or employees of any person or in any way restricting him from performing this Agreement in accordance with its terms.

## **9. NOTICES**

- 9.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or e-mail address set out below (or such other address or e-mail



address as the addressee has by five days' prior written notice specified to the other party):

To the Company:

Address: 21/24 Floor, Ping An Financial Centre, No. 5033 Yitian Road, Futian District, Shenzhen, Guangdong, PRC  
E-mail Address: N/A  
Attention: Board of Directors

To the Director:

Address: 21 Floor, Ping An Financial Centre, No. 5033 Yitian Road, Futian District, Shenzhen, Guangdong, PRC  
E-mail Address: CHENDANGYANG273@pingan.com.cn  
Attention: Chen Danyang

- 9.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been received, (i) if delivered by hand or by e-mail, when delivered, and (ii) if sent by registered post, when actually delivered to the relevant address. Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

## **10. AMENDMENT**

This Agreement may not be amended, supplemented or modified except by a written agreement or instrument signed by or on behalf of the parties hereto.

## **11. SEVERABILITY**

Any provision of this Agreement which is prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Such invalidity or unenforceability shall not affect the remaining provisions of this Agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

## **12. THIRD PARTIES RIGHTS**

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available part from the said Act.

## **13. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all

counterparts shall together constitute one and the same instrument.

**14. ASSIGNMENT**

The Director may not assign any of his rights, liabilities and position under this Agreement to another person.

**15. GOVERNING LAW**

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute relating hereto shall be heard in Hong Kong and the Company and the Director agree to jurisdiction and venue therein.

**SIGNED by Wenjun Wang**  
for and on behalf of  
**OneConnect Financial Technology Co., Ltd.**  
壹账通金融科技有限公司

  
)  
)  
)  
)

**SIGNED by Chen Danyang (陈当阳)**

陈当阳

)  
)  
)