

TRUE PARTNER CAPITAL HOLDING LIMITED
(Incorporated in the Cayman Islands with limited liability)

Director Service Contract
(Executive Director)

Private and Confidential

Date: 2026

Dear [Mr. Chan Heng Fai Ambrose]

Directorship with True Partner Capital Holding Limited (the “Company”)

- (1) The Company is pleased to continue to appoint and re-designate you, [Chan Heng Fai Ambrose] (passport number: [•]) as an executive director, Chief Business Development Officer and Chairman of the board of directors (the “**Director**”) of the Company. Your appointment as a Director (together with the positions abovementioned) shall be governed by the terms of this letter and shall be subject to the articles of association of the Company (the “**Articles**”), the Rules Governing the Listing of Securities (the “**GEM Listing Rules**”) on the GEM of The Stock Exchange and the Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands (the “**Companies Law**”) (as in force or applicable from time to time).
- (2) Subject to paragraphs 1, 9, 10 and 11 of this letter, the term of your appointment (the “**Term**”) under this letter will commence and become effective [from the date hereto] (the “**Effective Date**”), and shall continue for an initial term of three (3) years, subject to renewal as confirmed by the Company until terminated in accordance with the provisions herein and/or the provisions of the Articles, the GEM Listing Rules and the Companies Law, your period of office shall be shortened accordingly.
- (3) In consideration of your continuous appointment as a Director, the Company shall pay you a Director's fee in the amount of HK\$1.00 per annum and a performance-based compensation of 3% of the annual increase in the Company's net asset value, calculated year-on-year based on the change in such net asset value for each calendar year (the “**Director's Fees**”), and shall be subject to review by the remuneration committee of the board of directors of the Company (the “**Board**”). The Director's Fees shall be made by the Company in a lump sum payable in arrears as soon as the audited financial statements for that year are available, and in any event within one (1) month from the date such audited financial statements are published and available. The amount of Director's fee payable shall be determined on the basis of a 365 day year and the actual number of days elapsed.
- (4) The Company shall reimburse your costs, fees and expenses reasonably incurred while performing your duties as an executive Director, including reasonable meal, travel and accommodation expenses, upon production of valid receipts or supporting documents.
- (5) You agree to carry out your duties and services as a Director in compliance with the Articles, board practices and procedures and codes of conduct of the Company from time to time in force and provided to you as well as applicable laws and regulations of the Cayman Islands, (including the Companies Law) and Hong Kong (including but not limited to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “**SFO**”) and rules made thereunder, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, and the

GEM Listing Rules) from time to time in force, and as an executive Director in compliance with the specific requirements as set out in the GEM Listing Rules in force from time to time including Chapter 5 of the GEM Listing Rules. In particular, you shall, during the continuance of his employment hereunder:

- (a) serve the Company as an executive Director and, in such capacities, perform the duties and exercise the powers from time to time assigned to or vested in you by the Board in pursuance of your duties hereunder, perform such services for the Company and (without further remuneration unless otherwise agreed) accept such offices in the Company and its subsidiaries (the “**Group**”) as the Board may from time to time reasonably require and, without limiting the generality of this paragraph, you will perform those duties at such place or places in Hong Kong or elsewhere as the Board may from time to time absolutely determine;
- (b) comply with and conform to any lawful instructions or directions from time to time given or made by the Board and faithfully and diligently serve the Group and use your best endeavors to promote the business and interests thereof;
- (c) devote yourself diligently to the business and interests of the Group and personally attend thereto during usual business hours and during such other times as the Company may reasonably require (without further remuneration unless otherwise agreed) except in case of incapacity through illness or accident in which case you shall forthwith notify the secretary of the Company of such incapacity and shall furnish to the Board such evidence thereof as it may require;
- (d) keep the Board promptly and fully informed (in writing if so requested your conduct of the business or affairs of the Company or Group and provide such explanations as the Board may require in connection therewith); and
- (e) carry out your duties and exercise your powers jointly and collectively with any other director or executive of any member of the Group as shall from time to time be appointed by the Board to act jointly with you and the Board may at any time require you to cease performing or exercising any of your duties or powers under this letter.

You may be required by the Board to sit on one or more committees as the Company may establish, including the remuneration committee of the Company (the “**Remuneration Committee**”) and/or the nomination committee of the Company (the “**Nomination Committee**”), with effect from the Effective Date and undertake the duties associated with that position as required by the GEM Listing Rules. You further agree to provide your service and opinion in circumstances anticipated by Chapter 20 of the GEM Listing Rules.

(6) You shall not, either during the Term as an 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 province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or

- (b) use for your own purpose or for any purpose 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 but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default) and shall not apply to information or knowledge developed independently or acquired through means without breach of confidentiality obligations with the Company.
- (7) You shall not, during the Term, be a director of any company (other than any member of the Group) or be directly or indirectly engaged or interested in any other companies which compete with the business of the Group without the prior written consent of the Board, such consent not to be unreasonably withheld or delayed.
- (8) You shall keep the Board informed (in writing if so requested) of any of your business or other activities which would cause you to be in conflict with the interest of the Company.
- (9) You shall promptly upon request by the Company or in any event upon your ceasing to be a Director deliver to the Company all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a Director, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
- (10) You, as a Director, may be prohibited under the Articles and the GEM Listing Rules from voting at or being counted towards quorum of Directors' meetings in respect of any resolution in which they are interested, except for those matters permitted by the relevant provisions of the Articles and the GEM Listing Rules.
- (11) Under the Articles, the office of a Director is liable to be vacated in certain circumstances. In addition, one-third of the Directors are required to retire from office by rotation at each annual general meeting (they may, however, offer themselves for re-election), and any Director appointed to fill any casual vacancy or as an addition to the then existing Board shall hold office until the next annual general meeting (he may, however, offer himself for re-election). Furthermore, the Articles also provide that the shareholders of the Company may, at any general meeting convened and held in accordance with the Articles, by ordinary resolution remove a Director at any time before the expiration of his period of office notwithstanding anything in the Articles or in any agreement between the Company and such Director.
- (12) The Company shall be entitled (but not obliged) to terminate your appointment as a Director by not less than 3 months' prior notice in writing (or by payment in lieu of notice) given at any time. Furthermore, under the provisions of the Articles, the GEM Listing Rules and/or the Companies Law, the Company shall be entitled to terminate your office without prior notice. Such circumstances arise, inter alia, if you shall become bankrupt or have made any arrangement or composition with your creditors generally, or have been convicted of a criminal offence or The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") shall become of the view that you do not have the character, experience and integrity to fulfil your role effectively or are unable to demonstrate a standard of competence commensurate with your position as a director of a listed company on the Stock Exchange.
- (13) You are entitled to resign as a Director of the Company at any time by giving the Company not less than 3 months' prior notice in writing or payment in lieu of notice and shall comply

with the GEM Listing Rules and other applicable provisions of the GEM Listing Rules and the Companies Law in respect of your resignation. In so doing, you shall simultaneously tender resignation from all your offices (including, without limitation, membership of the Remuneration Committee, the Nomination Committee and/or any other committees of the Board) and positions (as the case may be) in the Company and its subsidiaries, associates and affiliated companies when required by the Company.

(14) You shall be permitted to participate in the share option schemes of the Company subject at all times to the requirements and/or restrictions of the Companies Law and the GEM Listing Rules.

(15) 15.1 You covenant with and undertake to the Company that you shall not and that you will procure that none of your associates (as defined in the GEM Listing Rules) will:

(a) at any time during the Term or within 12 months from the date of the expiry or the early termination of the Term in any part of the world either alone or jointly with or as manager or agent for any person, firm or company directly or indirectly and whether or not for gain:

(i) engage, employ or solicit for employment by any person whether directly or indirectly in any business any employee, former employee, agent or former agent of any member of the Group (save and except former employees whose employment with the Group has been terminated for a period of not less than 12 months prior to their engagement by you);

(ii) be interested in any project or proposal on behalf of or for the benefit of any person who within 12 months prior to the expiry or sooner determination of the Term is a principal, joint venture partner, contracting party or client or a potential principal, joint venture partner, contracting party or client of the Group or an Associate of any of the foregoing and, for this purpose, a potential principal, joint venture partner, contracting party or client is any person to whom the Group has made a proposal or presentation with a view to securing appointment as a consultant or the provision of services of the Group, co-operation for a business venture or undertaking, the entering into any material contract for the development of the Group's business or instructions for an assignment;

(iii) be interested in any project or proposal for the acquisition, turning to account, development of or investment in:

(aa) any business or asset in which any member of the Group was during the Term considering to acquire, turn to account, develop or invest, unless the Group shall have decided against such acquisition, turning to account, development or investment or invited you or your associates in writing to participate in, or consented you in writing or your Associates' acquisition, turning to account or development of or investment in, such business or asset; or

(bb) any asset of any member of the Group, unless such asset is offered by the relevant member of the Group for sale to, turning to account or development by third parties; or

(iv) be engaged or interested in or concerned with any business which compete directly business carried on from time to time by any member of the Group during the Term except with the prior written consent of the Board;

15.2 Since you have obtained and is likely to obtain in the course of your employment hereunder Trade Secrets (as defined below) and other Confidential Information (as defined below) and since you have and are likely to obtain during the course of your employment hereunder personal knowledge and influence over principals, joint venture partners, contracting parties, clients, staff, officers and agents of the Group, you hereby agree with the Company that you would and would procure your Associates not to, either not at any time during or for a period of 12 months after the expiry of the Term or its sooner determination use either on your own account or for others or partly for yourself and partly for others or to the detriment of any member of the Group such Trade Secrets or other Confidential Information, save in each case with the prior written consent of the Company.

15.3 For the purposes of paragraph 15.1:

- (a) **“employee”** includes any staff of any of the sub-contractors of any member of the Group or any successors thereof; and
- (b) **“assets”** include intellectual property rights and know-how of all forms and descriptions that are related to any of the principal businesses carried on from time to time by any member of the Group during the Term and all licences and rights to use or apply any such rights or know-how.

15.4 For the purposes of paragraph 15.2:

- (a) **“Trade Secrets”** means trade secrets including knowledge of and know-how in connection with the Group or any of its businesses or proposed products or businesses which are confidential as to require protection as trade secrets; and
- (b) **“other Confidential Information”** means:
 - (i) any information imparted to you on the express basis that it is confidential; and

15.5 You warrant to and in favour of the Company that save through your interests and the interests of your Associates in the Company or your employment by the Company pursuant to this Letter, neither you nor any of your Associates on the date of this Letter engages or is interested in or is concerned with in Hong Kong or elsewhere any of the specific businesses referred to in paragraph 15.1(a)(iv). The warranty contained in this paragraph shall be deemed repeated by you every day during the Term.

- 15.6 While the restrictions contained in this paragraph 15 are considered by the parties to be reasonable in all the circumstances it is agreed that if any one or more of such restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate business of the Group but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner, then the restriction contained in this paragraph 15 shall apply with such deletion, restriction or limitation as the case may be.
- 15.7 In the event of and notwithstanding the expiry of the Term or its sooner determination, each of the parties covenants with and undertakes to the other that it or he will at all times and in all respects continue to observe and comply with the provisions of this paragraph 15 during the periods stipulated in this Letter.
- (16) You hereby represent and warrant to the Company that:-
- (a) you not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this letter or from performing your duties hereunder;
 - (b) you have prior to the date of this letter, disclosed all your personal interests whether as a shareholder, investor, director, consultant, advisor or otherwise in any undertaking which has any business dealings with a member of the Group or which competes with a member of the Company; and
 - (c) you have fully disclosed to the Company all circumstances in respect of which there is, or is likely to be, a conflict of interest between you or any member of your family and a member of the Company.
- (17) You hereby undertake to the Company to inform the Company as soon as practicable if there is any subsequent change of circumstances which includes, but without limitation to, any of the circumstances set forth in paragraph 16, which may affect your appointment as an executive Director.
- (18) The Company shall arrange appropriate insurance cover in respect of legal action against you as a director in accordance with Code C.1.7 of Appendix C1 to the GEM Listing Rules. We agree and undertake that we will on or shortly after the Effective Date, take out adequate Directors Liability Insurance for you with a reputable insurance company on such terms and coverage as you may deem reasonably necessary. We undertake to produce and make available to you, as and when so required by you, such policy of insurance together with the receipt for the last payment of premium and a certificate from the insurance company that the policy is fully paid up and in all respects valid and subsisting.
- (19) Subject to the Companies Law and the Articles, in consideration of your agreement to act as an executive Director, we agree and undertake to indemnify and keep indemnify and hold you harmless against all actions, suits, claims (whether or not any such claim involves or results in actions or proceedings), demands, investigations, judgements, awards, proceedings from time to time instituted, made or brought or threatened or alleged to be instituted, made or brought against or otherwise involve and all losses, liabilities and

damage suffered and all payments, expenses (including all legal expenses and taxes), costs and charges which you may incur or suffer as a result of agreeing to act as our executive Director in accordance with the terms herein caused otherwise than by your adjudicated gross negligence, wilful default, conscious and fraudulent bad faiths.

- (20) You undertake to keep confidential all documents and information provided by the Company to you in the course of your duties as a Director.
- (21) For the avoidance of doubt, this contract does not supersede nor replace the employment contract previously entered between you and the subsidiary or subsidiaries of the Company, if any.
- (22) This letter is governed by and construed in accordance with Hong Kong law. The parties hereby submit to the non-exclusive jurisdiction of Hong Kong courts. This letter replaces and supersedes all previous contracts, whether written or oral, between you and the Company.

If you are in agreement with the terms set out above, please sign below and return the duplicate of this letter to us for our records.

Yours faithfully

For and on behalf of

True Partner Capital Holding Limited

Name:

Position:

DRAFT

I, [Chan Heng Fai Ambrose], agree to the above terms of appointment as an executive Director of True Partner Capital Holding Limited.

CHAN Heng Fai Ambrose

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