

Date 日期: 14 March 2025 二零二五年三月十四日

Mr. Wu Kwok Choi, Chris



胡国才先生



WARNING:

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

Dear Mr. Wu,
尊敬的胡先生,

Re: Appointment as Independent Non-Executive Director
关于：独立非执行董事之任命

We would like to confirm your appointment as an independent non-executive director of Elife Holdings Limited (the "**Company**", together with its subsidiaries, the "**Group**"). In this respect, we confirm the terms of your appointment as follows:-

我们特此确认，您被任命为易生活控股有限公司（“**公司**”，与附属公司合称为“**集团**”）的独立非执行董事。就此，我们确认您的任命条款如下： -

1. Your appointment as an independent non-executive director of the Company shall be effective for a term of three years commencing from 11 March 2025 (the "**Commencement Date**"), but subject to (i) early termination with not less than three months' notice in writing (or payment-in-lieu of notice) served by either the Company or you on the other, (ii) early vacation of office in accordance with the articles of association of the Company as amended from time to time (the "**Articles of Association**") and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and (iii) paragraph 11 below. By accepting the appointment, you will be deemed to have warranted and represented to the Company that you have satisfied the independence guidelines set out in Rule 3.13 of the Listing Rules to act as an independent non-executive director of the Company.

您被任命为本公司独立非执行董事的任期自 2025 年 3 月 11 日（“**生效日**”）起生效，为期三年，但须遵守以下条件：(i) 本公司或您可提前不少于三个月书面通知（或支付代通知金）向对方提出提前终止任期；(ii) 根据本公司经不时修订的组织章程细则（“**组织章程细则**”）及香港联合交易所有限公司证券上市规则（“**上市规则**”）的规定提前离任；以及 (iii) 下文第 11 条的规定。您接受该任命即视为向本公司保证并声明，您已符合上市规则第 3.13 条所载的独立性指引，可担任本公司独立非执行董事。

2. Your appointment is subject to the retirement and re-election provisions of the Articles of Association and the corporate governance code provision in relation to the vacation of office, retirement by rotation, re-election and removal of directors as adopted by the Company from time to time.

您的任命受制于组织章程细则中的辞职及重选规定，以及公司不时采纳的与解除职务、轮值退任、重选及罢免董事有关的公司治理守则规定。

3. You shall perform such functions and exercise such powers as are appropriate to your position as an independent non-executive director of the Company or, if applicable, such member of any committee of the board of directors of the Company, subject always to the restrictions and limitations as imposed by the board of directors of the Company and according to the Articles of Association. You shall (a) devote such of your time, your attention and skill as may reasonably be required to the duties of your office; and (b) faithfully and diligently perform such duties and exercise such powers that are consistent with your office. This will, among other things, include attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member. The Company shall provide to you all necessary information (financial or otherwise) to enable the discharge of your duties and responsibilities.

您应履行并行使与您作为公司独立非执行董事或（如适用）公司董事会任何委员会成员的适当职权，受限于公司董事会及组织章程细则规定的限制。您应当(a) 投入合理所需的时间、注意力和技能来履行您的职务；(b) 忠实且勤勉地履行与您职务相符的职责，并行使相关权力。这包括但不限于出席公司董事会会议、股东大会以及您所加入的任何董事会委员会会议。公司应向您提供所有必要的信息（包括财务信息或其他信息），以便您履行您的职责。

4. In the discharge of your duties and functions as an independent non-executive director of the Company, you shall observe and comply with all reasonable directions from the Company, and all laws and regulations applicable to directors of listed companies in Hong Kong including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in securities and notifications required to be made by a director to the Company and/or any other regulatory body. In addition, you shall observe, and use all your reasonable endeavours to procure the Company observes, the rules and regulations of The Stock Exchange of Hong Kong Limited.

在您履行作为公司独立非执行董事的职责和职能时，您应当遵守并服从公司的所有合理指示、以及适用于香港上市公司董事的所有法律和法规，在不妨碍前述规定之普遍性的前提下，包括不时生效的与保密、证券交易及董事需向公司和/或任何其他监管机构进行的通知有关的所有法律和法规。此外，您还应当遵守、并尽一切合理努力促使公司遵守香港联合交易所有限公司的规则和规定。

5. You shall comply with and provide as soon as reasonably practicable all such information and/or assistance to the Company as is reasonably required by it to discharge all its obligations under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs in relation to your appointment, continuation and termination as a director of the Company.

您应遵守及在合理可行的范围内尽快向公司提供其合理要求的所有信息和/或协助，以便公司履行其在《公司（清盘及杂项条文）条例》（香港法例第 32 章）、《公司条例》（香港法例第 622 章）、《证券及期货条例》（香港法例第 571 章）、《上市规则》及香港《公司收购、合并及股份购回守则》项下与您作为公司董事的任命及其持续和终止有关的所有义务。

6. You shall not, either during the term of your appointment as an independent non-executive director of the Company or thereafter (without limit as to time), use for your own purpose or for any purposes other than those of the Group, divulge or communicate to any person (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), any trade secret or Confidential Information (as defined below) which may from time to time have come to your knowledge 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).

您在担任公司独立非执行董事期间或之后（没有时间限制），不得将您不时获悉的任何商业秘密或保密信息（定义见下文）用于个人用途或集团以外的任何目的，或将其透露或传达给任何人（根据其职权有必要知悉该等信息的集团员工或董事、或对集团负有保密义务的专业顾问或代理人除外），但上述限制不适用于可能进入公共领域的任何信息或知识（因您过失而导致其进入公共领域的除外）。

"Confidential Information" shall mean details of any aspect of the business of the Company or any other company in the Group which are not generally available to the public, including without limitation, marketing plans and sales forecasts, financial information, results and forecasts, business plans, business proposals, details of employees, customers, contractors, suppliers and officers, information relating to know-how.

“保密信息”是指未普遍向公众公开的公司或任何其他集团公司业务的任何方面的详细信息，包括但不限于营销计划和销售预测、财务信息、经营业绩和预测、业务计划、商业企划、员工、客户、承包商、供应商和高级人员的详细信息、与专有技术相关的信息。

7. You shall, at all times, keep the board of directors of the Company promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.

在任何时候，如果您的任何业务或其他活动将会或可能会导致您与公司发生利益冲突，您应及时全面地（如有要求，以书面形式）向公司董事会通报相关情况。

8. You undertake to the Company to inform the board of directors of the Company as soon as practicable if you cease to qualify, or if you become aware of any circumstances that may render you being no longer qualified as or may affect your independence in relation to your appointment as an independent non-executive director of the Company under the Listing Rules, the Articles of Association or any other applicable laws, rules and regulations. If the board of directors of the Company considers that you are no longer qualified as an independent non-executive director of the Company and informs you thereof, notwithstanding any other provisions of this letter, you undertake

to the Company to resign immediately as an independent non-executive director of the Company. You also undertake to the Company to provide annual confirmation of your independence to the Company in accordance with the Listing Rules.

您向本公司承诺，倘根据上市规则、组织章程细则或任何其他适用法律、规则及规例，您不再符合资格或您知悉任何情况可能导致您不再符合资格或可能影响您获任命为公司独立非执行董事的独立性，则您会在切实可行的情况下尽快通知公司董事会。若公司董事会认为您不再符合担任公司独立非执行董事之资格，并就此通知您，即使本函件有任何其他规定，您向本公司承诺立即辞任公司独立非执行董事。您亦向公司承诺根据上市规则每年向本公司提供阁下之独立性确认书。

9. Commencing from the Commencement Date, you shall be entitled to a director's fee, the amount of which shall be determined by the board of directors of the Company and the remuneration committee of board of directors of the Company from time to time after obtaining the approval of the Company in the general meeting to authorise the board of directors of the Company to fix the remuneration of the directors pursuant to the Articles of Association.

自生效日起，您有权收取董事袍金，金额将于公司股东大会根据组织章程细则通过决议批准公司董事会厘定董事酬金后，由公司董事会及公司董事会薪酬委员会不时决定。

10. During the continuance of the said appointment, the Company shall, upon production of receipt, reimburse you all reasonable expenses properly incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company.

在上述任命有效期内，在您提供凭证的前提下，公司应为您报销您在履行职责过程中所发生的、或与公司业务有关的所有合理费用。

11. Your appointment hereunder shall be subject to termination by the Company at any time by notice in writing if you commit any material breach of any of your obligations and/or undertakings hereunder or an act of bankruptcy or any act which would, under the Articles of Association or any applicable laws, permit the Company to terminate your appointment hereunder.

如果您重大违反本函件下的任何义务及 / 或承诺，或出现破产行为或根据组织章程细则或任何适用法律公司可终止您于本函件项下的任命之任何行为，则公司可随时以书面通知终止您于本函件下的任命。

12. All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever relating to the Group (and any copies of the same) whether or not such material is created or composed of by you:-

与集团有关的所有备注、备忘录、记录、客户和供应商及员工名单、信件、文件、计算机及其他光盘和磁带、数据清单、代码、设计和图纸以及其他任何文件和材料（及其任何副本），无论是否由您制作：-

(a) shall be and remain the property of the Group; and

是并且一直是集团的财产；及

(b) shall be handed over by you to the Company or to the relevant company in the Group on request by the Company or on the termination of your appointment hereunder.

经公司要求，或在本函项下对您的任命终止时，您须将其交还公司或相关集团公司。

13. The Company holds information about you for a number of purposes connected with your appointment, for example, maintaining the Company's statutory and business records and allowing the Company to fulfil any of the Company's contractual or statutory obligations. You consent to personal data held about you by the Company being lawfully and fairly processed by the Company, which may include information being transmitted outside Hong Kong. You further consent to sign the Personal Information Collection Statement attached as Appendix 1 to this letter. Notwithstanding anything to the contrary in this letter, you hereby consent that the Company may use your personal information to make all necessary announcements and comply all necessary disclosure obligations under the Listing Rules with regards to the your appointment.

公司持有您的资料用作与您的任命有关的多个用途，例如，保存公司的法定及业务记录，以及让公司履行公司的任何合约或法定责任。您同意公司合法及公平地处理所持有您的个人资料，包括将资料传送至香港以外的地方。您进一步同意签署作为本函件附录 1 的个人信息收集声明。尽管本函件有任何相反规定，您特此同意公司可使用您的个人资料，就您的任命根据上市规则作出一切必要的公布及遵守一切必要的披露责任。

The terms of this letter shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

本函条款受中华人民共和国香港特别行政区（“**香港**”）法律管辖并依其解释，在解决本函项下发生的任何争议时，本函双方均服从香港法院的非专属管辖。

The Chinese text of this letter shall prevail over the English text, in the event of inconsistency. 如本函的英文文本和中文文本之间有冲突，应以中文文本为准。

Please sign and return to us the duplicate copy of this letter to indicate your agreement to the terms hereof.

请签署本函副本并发回给我们，以示您同意本函条款。

Yours sincerely 此致,

For and on behalf of 谨代表
Elife Holdings Limited 易生活控股有限公司



Name 姓名: Zhao Zhenzhong 赵振中

Position 职位: Executive Director 执行董事

I hereby accept my appointment as an independent non-executive director of the Company on the terms as set out above.

本人特此接受公司按上述条款将本人任命为公司的独立非执行董事。



Name 姓名: Wu Kwok Choi, Chris (胡国才)

Date 日期: 14 March 2025