

Strictly Private and Confidential

ESR CAYMAN LIMITED

Date: 18 April 2024

Name: Charles Alexander Portes

Address: 17 Cove Drive, #04-24 Marina Collection, Singapore 098329

Dear Sir,

APPOINTMENT AS A NON-EXECUTIVE DIRECTOR

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

1. Your appointment as a Non-executive Director shall be governed by the terms of this appointment letter and the Addendum to the service agreement between the Company and you dated 23 June 2020 (the “**Addendum**”). For the avoidance of doubt, the Addendum shall remain unchanged and shall continue to remain in full force and effect. In the event of a conflict between the terms of this appointment letter and the terms of the Addendum, the terms of this appointment letter shall prevail to the extent of the conflict.
2. This appointment letter shall take effect from 1 January 2024 and shall continue for a period of three years (subject to mutual renewal by the parties) unless terminated by not less than one month’s notice in writing served by either party. Notwithstanding the provisions of this letter, the Company shall be entitled to terminate your appointment, immediately at any time without notice, upon you ceasing to be a director of the Company for any reason pursuant to the articles of association of the Company in force from time to time (“**Articles**”) or applicable law, or upon any resolution duly proposed and resolved by the members of the Company in general meeting and where you are not re-elected as a director when you submit yourself to re-election in general meeting, provided such resolution is taken in compliance with paragraph 1.1(b) of the Addendum or the Articles. For the avoidance of doubt, you shall not be entitled to any fees, payments or compensation under the Addendum (including but not limited to the Non-Compete Consideration under (and as defined in) the Addendum) for the term of your appointment under this appointment letter if you are not entitled to receive any such fees, payments or compensation under the Addendum from 1 January 2024.
3. For so long as no other Non-executive Directors receive any remuneration as Non-executive Directors in the Company (excluding any independent Non-executive Directors), you shall not be entitled to any remuneration as a Non-executive Director. The Company shall reimburse you for all travel expenses incurred in carrying out your duties as a Non-executive Director in accordance with the Company’s policies, provided that any such travel expenses incurred by the Non-executive Director relate to a direct request made by the Company to the Non-executive Director in respect of the performance of his duties.
4. Your appointment is subject to the provisions of this agreement, the Articles and the Addendum, including but not limited to provisions regarding a director’s retirement from office as director by rotation at least once every three years at the annual general meeting of the Company.

5. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a Non-executive Director. Your duties as a Non-Executive Director will include (but are not limited to) participating in the formulation of the strategic directions of the Company and its subsidiaries (the “**Group**”), and providing high level oversight of the management and operation of the Group, supervising the business of the Group and providing advice to the board of directors of the Company (“**Board**”), attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member (if applicable).
6. In the discharge of your duties and functions as a Non-executive Director, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company 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 shares 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 your best endeavours to procure (within the ambit of your position as a non-executive director) that the Company observes, the Articles, the applicable laws of the Cayman Islands, 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 Rules (the “**Listing Rules**”) Governing the Listing of Securities on the Stock Exchange and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.
7. In addition, you shall at all times (as long as you remain appointed as a Non-executive Director), keep the Board as soon as reasonably practicable 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 and/or which competes or is likely to compete, either directly or indirectly, with the Group’s business from time to time in countries where the Company has operations as of such date or is in advanced discussions regarding setting up operations as of such date, to enable the Company to comply with the disclosure requirement under Rules 8.10(2)(b) and (c) of the Listing Rules.
8. During your appointment, you will have access to confidential information regarding the business and financial affairs of the Group and the Group’s clients. You must not (except in the proper performance of your duties) while a director of the Company or at any time (without limit) after ceasing to be a director of the Company: (a) divulge or communicate to any person; (b) use for your own purposes or for any purposes other than those of the Group or, as appropriate, any of its clients; or (c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of; any trade secrets or confidential information relating to the Group or any of its clients. You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or confidential information. These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through the default by you.
9. 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 or destroy (at your discretion) 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 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. If you wish to retain copies of any document, record or item referred to above, the Company shall not unreasonably withhold approval for you to do so on the basis that you retain them in accordance with the provisions of paragraph.
10. The Company will maintain appropriate director's and officer's liability insurance for your benefit on terms and cover no less than that the Company purchases for other directors of the

Company. This level of insurance shall be agreed upon by the Board from time to time. Such insurance may not cover claims in which you are interested as the claimant.

11. This appointment letter and the Addendum constitutes the entire agreement and supersede any previous agreements between you and the Company relating to your directorship in the Company.
12. This appointment letter 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.
13. Save as expressly provided herein, a person who is not a party to this appointment letter shall not have any rights under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of this appointment letter.

[The remainder of this page is intentionally left blank]

Please sign, date and return to us the duplicate copy of this appointment letter to confirm your acceptance of its terms.

Yours faithfully,



For and on behalf of
ESR Group Limited

I, Charles Alexander Portes, hereby accept my appointment as a non-executive director of ESR Group Limited on the terms and conditions as set out above, of which this is a copy.

Signed :


Charles Alexander Portes

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Charles Alexander Portes