

Raffles Interior Limited
(Incorporated in the Cayman Islands with limited liability)
(the “Company”)

LETTER OF APPOINTMENT

Date: 30 May 2025

Loke Pui San

C28-16 Residensi Berpadu,
No.10 Jalan Lang Emas,
51200 Kuala Lumpur

Dear Ms. Loke,

Re: Appointment of Loke Pui San as a non-executive director (the “Director”) of the Company

We are pleased to offer you appointment as a non-executive director (“NED”) of the Company (the “**Appointment**”) for an initial fixed term of three (3) years (the “**Three-Year Term**”) commencing on 1 June 2025 (the “**Commencement Date**”) upon the terms and conditions hereinafter appearing:-

1. The term of your Appointment (as NED) shall commence from the Commencement Date. Subject to Clauses 10 and 12 below, this Appointment shall continue and remain in effect for and throughout the duration of the Three-Year Term unless and until terminated by either party giving to the other not less than three (3) months’ prior notice in writing (the “**Three-Months’ Prior Written Notice**”). Subject to Clauses 10 and 12 below, this Appointment shall continue upon the expiry of the Three-Year Term on a yearly basis up to a maximum of three years subject to termination by either party giving to the other one (1) month’s prior notice in writing or the Director ceasing to be a director of the Company for any reason whatsoever at any particular time.
2. Your Appointment is subject to the provisions of the Company’s memorandum of association and articles of association (together, the “**M&A**”) and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) in force from time to time including, but not limited to, the removal provisions and provisions on retirement by rotation of the directors set out in the M&A.
3. During the continuance of this letter of appointment and your Appointment hereunder, you shall, in the performance of your duties as a NED, ensure that you are fully aware of your legal obligations and all of your duties and obligations under the Listing Rules and other relevant regulations and requirements in respect of and in relation to your Appointment. You should at all times keep the board of directors of the Company (the “**Board**”) promptly and fully informed of all matters relating to the performance and exercise of your duties and powers under this letter of appointment.
4. You shall perform such functions and exercise such powers as are appropriate to your position as a NED. These will include attending Board meetings and general meetings of the Company and

meetings of any Board committees (if applicable) of which you will become or are appointed a member and chairman (as the case may be). You as the Director shall attend at least four Board meetings of the Company to be held in Singapore, Hong Kong or elsewhere (as the case may be at the request and direction of the Board at any time and from time to time). In discharge of your duties, you shall observe and comply with all and any lawful directions and instructions made or given to you by the board of directors from time to time according to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board.

5. You shall perform your fiduciary duties to the Company, devote such time and efforts as necessary and required to the affairs of the Company, bring an objectivity and independence of view borne by your outside experience to the discussions at the meetings of the Board, and help the Board to provide the Company with effective leadership and management.
6. You shall comply with all laws, regulations and rules applicable to the Company including, without prejudice to the generality of the foregoing, all laws, regulations and rules 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, The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), the Securities and Futures Commission of Hong Kong and/or any other regulatory body. In addition, you will observe and comply with, and use your best endeavours to procure that the Company observes and complies with, the Listing Rules, the other rules and regulations of the Stock Exchange, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs as amended from time to time.
7. During the continuance of this Appointment, the Company shall pay you an annual fee of HK\$240,000 in respect of your Appointment, which is payable in twelve (12) equal monthly instalments, with each instalment to be paid in arrears every month. The Director’s fee shall be determined by the Board at its absolute discretion with reference to the duties and responsibilities that you have undertaken under this letter of appointment and your Appointment hereunder and the remuneration policy of the Company and subject to approval by the shareholders of the Company in general meeting. Options to subscribe for shares of the Company may be granted to you at the sole and absolute discretion of the Board subject to the rules of any share option scheme which may be adopted by the Company in general meeting and any applicable rules under the Listing Rules.
8. The Company shall reimburse you for all expenses properly and reasonably incurred by you in the conduct of the Company’s business or in the discharge of your duties as a NED under this Appointment, including any travelling expenses incurred in the discharge of your duties as a NED (including but not limited to travelling expenses incurred by attending meetings of the Group) and other reasonable expenses you may incur in seeking advice from the Company’s financial and legal advisers or other independent financial and legal advisers which is reasonably required in the proper discharge of your duties, provided that you provide the Company with all appropriate invoices, receipts and vouchers for such expenses which the Board, on behalf of the Company and at its absolute discretion, deem acceptable.
9. You undertake to inform the Board if you cease to be qualified, or if you come to know of any circumstances which may render you no longer being qualified, as a NED of the Company under the M&A, the Listing Rules or other applicable laws, rules and regulations. If the Board considers

that you are no longer qualified as a NED of the Company and inform you thereof, you shall resign as a NED or the Company shall terminate your Appointment immediately without any notice and compensation to you or, at the absolute discretion of the Board, you will be re-designated or re-assigned an alternative role or different post in the Company.

10. Your Appointment hereunder shall terminate on the earlier of (i) the date of expiry of the period specified in Clause 1 above; (ii) the giving by either party to the other the Three-Months' Prior Written Notice in accordance with Clause 1 above; (iii) your ceasing to be qualified as a NED in accordance with Clause 9 above; (iv) your ceasing to be a director for any reason pursuant to the M&A in force from time to time or any other applicable laws, regulations or rules (including, but not limited to, your not being elected as a director of the Company at any annual general meeting of the Company at which you are to retire by rotation pursuant to the retirement provisions set out in the Company's articles of association and the Listing Rules); or (v) a resolution passed by the members of the Company in general meeting to remove you as a director of the Company. In the event of you giving the notice of resignation to the Company, you shall state in such notice the reason(s) for your resignation and you agree that the Company may disclose the reason(s) for your resignation in the announcement of the Company in accordance with the requirement of the Listing Rules.
11. You shall have no claim against the Company for loss of office or damages or compensation by reason of the termination of your Appointment (for any reason whatsoever) other than for any fee payable to you under Clause 7 and any expenses due under Clause 8 pursuant to the terms of this Appointment upon your ceasing to be a Director of the Company.
12. This Appointment may be terminated by the Company without any notice and compensation to you if you:-
 - (a) have at any time committed any serious or willful or persistent breach the nature and extent of which would justify termination for cause at common law or of any of the provisions contained in this letter of appointment; or
 - (b) have at any time become bankrupt or have a receiving order made against your good self or suspend payment or compound with your creditors generally or are prohibited by law from fulfilling your duties or obligations hereunder; or
 - (c) have at any time been proven guilty of any misconduct or willful neglect in the discharge of your duties under this Appointment; or
 - (d) have at any time become of unsound mind or become a patient for any purpose of any ordinance or law relating to mental health or are convicted of any criminal offence other than an offence which in the reasonable opinion of the Board does not affect your position as a Director of the Company; or
 - (e) have been proven guilty of any misconduct which brings you or the Company or any of its subsidiaries into disrepute; or
 - (f) have committed any act of dishonesty relating to the Company or its subsidiaries; or
 - (g) have committed any misconduct under section 9 of the Employment Ordinance, Chapter

57 of the Laws of Hong Kong; or

- (h) have refused to carry out any reasonable lawful order given to you by the Board in the course of your Appointment or failed diligently to attend to your duties hereunder; or
 - (i) have improperly divulged to any unauthorised person any Confidential Information (as defined below) or any other business secret or details of the organisation, business or clientele of the Company and/or its subsidiaries.
13. On the termination of this letter of appointment and your Appointment hereunder howsoever arising, you shall, if you have not already ceased to be a Director of the Company, immediately resign in writing from such office of directorship and in the event of your failing so to do within three (3) days after the termination of this letter of appointment and your Appointment hereunder, the Company is unconditionally and irrevocably authorized to appoint any person in your name and on your behalf to give notice of your resignation and to do all other things requisite to give effect to such resignation. Upon termination of this letter of appointment and your resignation from such office of directorship, you shall not represent yourself to have any position in the Company or its subsidiaries (together, the “**Group**”) or the ability to bind the Group in any way, manner or respect.
14. (a) You shall not at any time, whether during the continuance of this letter of appointment and your Appointment hereunder or at any time upon and after the termination of this letter of appointment and your Appointment hereunder, use, take away, conceal, destroy or retain for your own advantage or benefit or the advantage or benefit of any other person (except the Group or an associated company of the Group), or to the detriment of any member or associated company of the Group; or divulge or communicate to any third party or cause or enable any third party to become aware of or use, whether for its own advantage or benefit or otherwise, any:
- (i) financial, business or trading information or other confidential or personal information which you may receive or obtain in relation to the business, finances, dealings or affairs of any member or associated company of the Group, including any information regarding any projects or other technical data or the finances, contractual arrangements, employees or agents of any member or associated company of the Group;
 - (ii) trade secrets (including trade knowledge) and confidential know-how of or relating to any member or associated company of the Group or any of its businesses; or
 - (iii) information imparted to you on the express basis that it is confidential
- ((i), (ii) and (iii) above, collectively referred to as “**Confidential Information**”),
- provided that Confidential Information does not include any information or material which is in the public domain other than as a result of any breach of this letter of appointment by you or any fault or negligence or omission on your part.
- (b) Notwithstanding Clause 11(a) above, you may, with the prior written consent and authorization of the Board, disclose any Confidential Information to the relevant

employees of the Group and the relevant professionals appointed by the Group if such disclosure is necessary for the performance of your duties and responsibilities as Director under this letter of appointment and your Appointment hereunder and for the performance and discharge by the relevant employees and professionals of their responsibilities and obligations under the terms of their respective employment and appointment (as the case may be) by the Company or any other member of the Group.

- (c) All the documents, records, memorandum, reports, correspondences, accounts, statistics, data, equipment or any other property forming part of or relating to (as the case may be) the Confidential Information and the businesses or affairs of the Company or any other member or associated company of the Group (as the case may be) obtained by you and kept in your possession or under your control and all copies thereof or extracts therefrom (in whatever form they may be so kept) made by you or on your behalf (collectively, the “**Company Documents**”) are and shall remain the property of the Company or such other member of the Group (as the case may be). You hereby undertake that upon your ceasing to be a Director of the Company or the termination of this letter of appointment and/or your Appointment hereunder howsoever arising, you shall forthwith return and deliver all the Company Documents to the Company, irrespective of whether the Company or the Board has requested you to do so at any time or from time to time.
 - (d) At the request of the Group and on the condition that the Group is liable for the expenses to be incurred, you hereby agree to execute contracts or confirmations with the Group in which you accept the restrictions set up by the Group in relation to its products (if any), services, districts and time limit (or whatever is applicable under that condition) in order to protect the reasonable interests of the Group.
- 15. This letter of appointment embodies all the terms and provisions of and relating to your Appointment as Director of the Company and constitutes the entire agreement of the parties in relation thereto and is in substitution for and shall supersede all former and existing agreements or arrangements made orally or in writing for the employment of the Director by any member of the Group, which shall be deemed to have been cancelled with effect from the date of this letter of appointment and no party shall have any claim in respect of any such superseded agreements or arrangements against the other.
 - 16. Termination of this letter of appointment and your Appointment hereunder shall not affect the continued application of Clause 14 and the then accrued rights and liabilities of your good self and the Company under this letter of appointment.
 - 17. None of your rights or duties or those of the Company under this letter of appointment may be assigned, transferred, sub-contracted or delegated.
 - 18. The terms of this letter of appointment may only be varied in writing by the parties hereto.
 - 19. The terms of this letter of appointment shall be governed by and construed in all respects in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”) and each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts in respect of all disputes and proceedings arising hereunder.
 - 20. A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term

of this letter.

We would like to inform you that, all members of the Board and of the Board committees shall meet the requirements and assume the duties as set out in their respective terms of reference, the Listing Rules and other applicable laws, regulations, rules and codes. We wish to draw your particular attention to the following contents of the Listing Rules:

- (a) Rules 3.08 to 3.20, 3.21-3.27, 13.01 to 13.10B, 13.51, 13.51B;
- (b) Appendix C3 “Model Code for Securities Transactions by Directors of Listed Issuers”; and
- (c) Appendix C1 “Corporate Governance Code”,

wherein the duties of a director of a listed company, the Company’s obligation to set up board committees (including the audit committee, the remuneration committee and the nomination committee), the required standards of dealings in the shares of the Company, the continuing disclosure obligations of the Company and its directors, principles of good corporate governance and code provisions for corporate governance practices, and the requirement for including a corporate governance report in the Company’s summary financial and annual reports are set out.

We shall be grateful if you will kindly confirm your agreement to and acceptance of the terms set out herein by signing and returning to us the duplicate copy of this letter at your earliest convenience.

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Yours faithfully,

For and on behalf of
Raffles Interior Limited



Name: Ding Hing Hui
Position: Director

To: Raffles Interior Limited

I, the undersigned, hereby agree to and accept the contents of this letter of appointment including the terms of my appointment as a non-executive director of Raffles Interior Limited as set out above ("**Appointment Terms**"), and consent to act in such capacities under such Appointment Terms as accepted by me.

I designate the following telephone number and e-mail address for service of notice of all directors' meetings. Notice by telephone to the said number or electronic mail to the stated e-mail address will constitute good and sufficient notice to myself and I agree to advise you of any change in these particulars:

Tel: +6012-450 5683

E-mail address: ps929@hotmail.com

I hereby authorise you to enter my name and address in the Register of Directors and Officers of the Company as follows:

Name: Loke Pui San

Address: C28-16 Residensi Berpadu, No.10 Jalan Lang Emas,
51200 Kuala Lumpur



Loke Pui San

Date: 1 June 2025