

Certain personal information contained in this document has been redacted. The remaining information is considered as adequate by (i) the Company and its directors and (ii) the financial adviser to the Company 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.

Tam Jai International Co. Limited
譚仔國際有限公司
(Incorporated in Hong Kong with limited liability)

To: Loo Kwok Wing

14 September 2024



Dear Sir,

APPOINTMENT AS INDEPENDENT NON-EXECUTIVE DIRECTOR OF TAM JAI INTERNATIONAL CO. LIMITED (THE “COMPANY”, AND TOGETHER WITH ITS SUBSIDIARIES, THE “GROUP”)

Following the ordinary resolutions at the Company’s annual general meeting held on 7 August 2024, we hereby write to confirm the terms and conditions of your appointment as an independent non-executive director (an “**Independent Non-executive Director**”) of the Company.

By accepting this appointment, you agree that this letter is a contract for services and is not a contract of employment, based on such terms and conditions as outlined below

1. Your appointment as an Independent Non-executive Director shall be governed by the terms of this letter, the articles of association of the Company in force from time to time (the “**Articles**”), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) (the “**Listing Rules**”) and the applicable laws of Hong Kong. The term of this appointment letter shall take effect from the date of your appointment as an Independent Non-executive Director and shall last for a period of three (3) years (i.e. from 14 September 2024 to 14 September 2027, both dates inclusive) unless terminated according to paragraph 7 of this letter or by not less than three (3) months’ notice in writing served by either party on the other, whichever is the earlier. Upon the expiry of the term of this appointment letter, you may be invited by the Board (as defined in paragraph 2 below) to serve for any such additional periods, subject to re-election at the Company’s general meeting and the Board’s review of the same.
2. During the term of your appointment, you shall provide objective and independent advice from your skills and expertise, as reasonably expected of you as an Independent Non-executive Director, to the board of directors of the Company (the “**Board**”) to assist the Board in maintaining a high standard of corporate governance. You shall ensure that you are able to devote sufficient time and attention to the Company’s affairs during your term of appointment. In addition to general fiduciary duties and duties of care, skill and diligence in exercising independent judgement on issues of conflict and other decisions made by the Board, you shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Independent Non-executive Director, a member of any committees of the Board (the “**Board Committees**”) and accept any other appointments as may be reasonably conferred upon you by the Company.
3. You shall attend all Board meetings and general meetings of the Company and meetings of any Board Committees which you become a member of or serve as the chairperson for. If you are unable to attend any of the aforementioned meetings, you must inform the chairman of the Board (the “**Chairman**”) as soon as practicable.

4. The Company shall, subject to your production of receipts or other evidence produced by you to the Company's satisfaction, reimburse you for all properly and reasonably incurred out-of-pocket expenses that you incur in performing your duties as an Independent Non-executive Director under this letter. Any reasonable expenses (including overseas expenses and travelling expenses) to be incurred by you shall be subject to the prior approval by the Chairman or any authorised person of the Company.
5. You acknowledge that the Company has a sole and absolute discretion in deciding whether you are eligible to participate in any and all of the Company's share incentive schemes, bonus schemes and any other similar schemes in force from time to time.
6. You shall, from the date of your appointment as an Independent Non-executive Director, be entitled to a remuneration of HK\$240,000 per annum payable in equal twelve (12) instalments on a monthly basis in arrears within 7 days after the end of last month (and if the day on which payment is scheduled to be made is not a working day, it shall be paid on the next working day immediately following that day) (the "**Payment Date**") or in accordance to such other agreed time and method between the parties (subject to review by the Company from time to time). Your remuneration shall be payable starting from the date of the listing of the Company's shares on the Main Board of the Stock Exchange (the "**Listing Date**"). For the month that the Listing Date falls on, the remuneration payable to you shall be calculated on a pro rata basis by your actual number of days served as an Independent Non-executive Director from the Listing Date divided by thirty (30) days. If your appointment is terminated for any reason and the termination occurs on a day other than the Payment Date, the remuneration payable to you shall be calculated on a pro rata basis by your actual number of days served as an Independent Non-executive Director from the last Payment Date and up to the date of the termination of your appointment divided by thirty (30) days. Your remuneration may be adjusted in accordance with the decision of the remuneration committee of the Board. In addition, the Company shall procure and maintain directors and officers' liability insurance coverage for you for the duration of your office.
7. Your appointment hereunder shall forthwith automatically terminate (and, for the avoidance of doubt, with no notice or compensation whatsoever) in one of the following circumstances:
 - (a) your ceasing to be a director of the Company for any reason pursuant to the Articles;
 - (b) shareholders of the Company passing a resolution to terminate your appointment as an Independent Non-executive Director at a general meeting; or
 - (c) your unsuccessful re-election at a general meeting.

Irrespective of automatic termination of your appointment due to any of the aforementioned circumstances, any rights and obligations which should be continued upon termination of your appointment under the terms of this letter as previously agreed between the Company and you shall continue to remain in full force and effect.

8. You shall promptly upon request by the Company or in any event upon your ceasing to be an Independent Non-executive Director deliver up to the Company all lists of clients or customers, correspondences and all other documents, papers and records (the "**Company Documents**") 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 in respect of all Company Documents shall vest in the Company.

9. In the discharge of your duties and functions as an Independent Non-executive Director, you shall observe and comply with all the applicable laws of Hong Kong, including but not limited to, the Listing Rules (including the Model Code for Securities Transactions by Directors of Listed Issuers), the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs and the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and all relevant restrictions and obligations as set out in the applicable laws and regulations.
10. You acknowledge that without prior approval from the Board, you shall : (i) not make any statements about or in the name of the Company to any journalist, media, venture capitalist, agent, bank, financial analyst and/or any related parties to the stock market and investment public; and (ii) not enter into any legal or other commitment on behalf of the Company.
11. You shall not, either during the term of your appointment as an Independent Non-executive Director or thereafter:
- (a) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret and/or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose responsibilities are similar to yours) which may have come to your knowledge, save as required by any laws or regulations or any regulatory authorities; or
 - (b) disclose to any third party, whether for your own interest or personal gain, or for any purposes other than those expressly allowed by 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, save as required by any laws or regulations or any regulatory authorities.

The restriction as set out in paragraphs 11(a) and (b) above shall cease to apply to any information or knowledge which comes from the public domain (otherwise than through your default).

12. It is a requirement of the Listing Rules that you, as an Independent Non-executive Director, should not have in existence certain factors which are considered under Rule 3.13 of the Listing Rules to have impaired your independence. By accepting this appointment, you will be deemed to have confirmed to the Company and the Stock Exchange that to the best of your information, knowledge and belief, you satisfy the requirements to act as an Independent Non-executive Director under Rules 3.12 and 3.13 of the Listing Rules. You shall inform the Company and the Stock Exchange as soon as practicable if there is any subsequent change of circumstances which may affect your independence and you shall provide an annual confirmation of your independence to the Company.
13. This letter of appointment 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 ("**Hong Kong**"). Save and except for paragraphs 10 and 11, the parties hereto irrevocably submit to the exclusive jurisdiction of the Hong Kong courts in the determination of any dispute arising hereunder.
14. This letter may be executed in any number of counterparts, each of which when signed shall constitute an original of this letter, but all the counterparts shall together constitute the same letter.

Please sign, date and return to us the duplicate copy of this letter of appointment to confirm your acceptance of its terms. Should you have any queries regarding the terms of this letter, please do not hesitate to contact us. Set out below are the contact details of the Company:

To the Company:

Address: 8th Floor of D2 Place ONE, No. 9 Cheung Yee Street, Cheung Sha Wan,
Kowloon, Hong Kong

Attention: Company secretary of the Company

To you:

Address: [REDACTED]

E-mail: [REDACTED]

[The remainder of this page is intentionally left blank.]

Yours faithfully, For
and on behalf of
Tam Jai International Co. Limited
譚仔國際有限公司



Lau Tat Man
Executive Director

I, Loo Kwok Wing, hereby accept my appointment as an independent non-executive director of
Tam Jai International Co. Limited on the terms and conditions as set out above.

Loo Kwok Wing

Yours faithfully, For
and on behalf of
Tam Jai International Co. Limited
譚仔國際有限公司

Lau Tat Man
Executive Director

I, Loo Kwok Wing, hereby accept my appointment as an independent non-executive director of Tam Jai International Co. Limited on the terms and conditions as set out above.

