

Quali-Smart Holdings Limited
19C, TML Tower, No.3 Hoi Shing Road, Tsuen Wan, N.T., Hong Kong

29 September 2025

Mr. WONG, Wah On Edward

Present

Dear Mr. Wong,

**Appointment as an Independent Non-Executive Director of
Quali-Smart Holdings Limited
(the “Company”)**

We confirm the terms and conditions of your appointment as an independent non-executive director of the Company as follows:

1. Your appointment as an independent non-executive director of the Company is for a fixed term of one year with effect from 24 September 2025 and is automatically renewed for a further period of one year unless advance notice for not less than one month is given by either party in writing and subject always to retirement by rotation and re-election by the shareholders of the Company at each annual general meeting in accordance with the articles of association of the Company.
2. Your role will be that of an independent non-executive director, bringing and objectivity and independence of view borne by your outside experience, helping the board of directors of the Company (“**Board**”) to provide the Company with effective leadership and ensuring the continuing effectiveness of the management team and the high standards of probity within the Company. You shall serve on various other committees and/or sub-committees of the Board as required to be established under the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong (including the Code on Corporate Governance Practices) (the “**Listing Rules**”) and/or to accept additional appointments in or on behalf of the Company as may be requested by the Company and accepted by you, and take up the responsibilities in connection therewith. You hereby acknowledge to the Company that you shall have sufficient time to meet your obligations to the Company.
3. In addition to our general fiduciary responsibilities, you shall faithfully and diligently perform such functions and exercise such powers as delegated to you

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by the Board from time to time and are appropriate to your position as an independent non-executive director. You have to comply with the relevant requirements under the Companies Ordinance (Chapter 32 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Codes on Takeovers and Mergers and Share Repurchases promulgated by the Securities and Futures Commission, the Listing Rules (including the required standard of dealings on securities transactions by directors as set out in Appendix 10 to the Listing Rules) and all other applicable laws, regulations, codes of practice and rules in effect from time to time, and the articles of association of the Company (“**Articles**”) and the resolutions passed in Board meetings and general meetings (to the extent applicable) of the Company.

4. In order to satisfy the requirements of a public company, you are expected to commit not less than two days per month on carrying out your duties as an independent non-executive director, and attend general meetings of the Company, regular meetings of the Board (which are to be held at least four times per year at approximately quarterly intervals) and of any committees to which you are appointed as a member and irregular Board meetings. You should also keep the Company informed of your other professional commitments, and if there are any changes to any of your significant commitments, you should inform the Board in a timely manner of such changes. The Company will provide you with the agenda for the meetings in a reasonable time in advance and you are required to review the agenda, to get prepared and to actively participate in the meetings.
5. In consideration of the provision of the services described herein, you will be entitled to be paid fees at the rate of **HK\$198,000** annually (equivalent to HK\$16,500 per month) which will be paid to you monthly in arrears. Where the service of appointment hereunder is for a term of less than 12 months, such annual fee will be paid on a pro rata basis. You shall also be fully reimbursed for all reasonable travel, dining, and accommodation expenses you incur in discharging your duties in any region out of your usual place(s) of residence as required by the Company, and such reimbursements will be paid to you upon production of appropriate proofs of payment and in accordance with the Company’s procedures. For the avoidance of doubt, no additional fees will be provided for your being appointed as a member of any committees of the Board.
6. Because of your non-executive status, you are not eligible to participate in any bonus schemes (other than share schemes which are implemented in accordance

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with the Listing Rules) or other benefits of the kind available to executive directors of the Company.

7. You are responsible for and will indemnify the Company in respect of the payment of income tax, social security contributions or any other contributions required by law, including any penalties, charges or interest. If any amount due to the Company under this clause is required to be paid to the Company net of tax or the Company suffers tax on its receipt, you will, to the extent permitted by law, pay such additional amount to the Company as is required to leave the Company in no worse position.
8. In addition to the requirements as set out in paragraph 1 of this letter, your appointment will at all times be terminable by one month's prior written notice given by either side. Upon the expiry of notice served on you or by you on the Company to terminate your appointment, you will resign from your office as an independent non-executive director (and from each and every other office or appointment you then hold in or on behalf of the Company or any subsidiary of the Company) and, if you have not done so within seven days, you hereby irrevocably appoint any one of your fellow directors for the time being as your attorney to effect such resignation(s) on your behalf by signing any document(s) and doing any other act(s) or thing(s) as may be necessary or requisite. Upon your resignation as a non-executive director of the Company, you are required to provide the Company and The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") the reason for the resignation, and to immediately provide the Stock Exchange your up-to-date information, including your address for correspondences and telephone number.
9. Your appointment will terminate automatically without any requirement for notice or compensation if you:
 - 9.1 Vacate your office under the terms of the Articles;
 - 9.2 are removed from office as an independent non-executive director by any resolution duly proposed and resolved by the members of the Company in general meeting; or
 - 9.3 are not re-elected as an independent non-executive director when you submit yourself to re-election.

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10. Your fiduciary duties to the Company require you at all times:
 - 10.1 to maintain the confidentiality of all information you acquire by virtue of your appointment;
 - 10.2 to act in good faith in the Company's interests at all times;
 - 10.3 to act at all times for the proper purposes of the Company;
 - 10.4 to carry out your responsibilities with the care, skill and diligence which the Company is reasonably entitled to expect from someone of your experience and expertise; and
 - 10.5 to act only with the proper authority of the Company.
11. If any circumstances should arise in which it becomes necessary for you to seek separate independent professional advice about your responsibilities as an independent non-executive director of the Company, you will of course, be reimbursed for your reasonable legal costs of doing so, subject to having first notified the Board. Any payment by the Company in respect of any such professional advice is subject to the limitations imposed by the Board and from time to time any restriction under company law.
12. You shall disclose to the Board, all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you or members of your family. You must also keep the Board informed on a continuing basis of all changes to such arrangements.
13. You shall not, either during the term of your appointment as an independent non-executive director of the Company or thereafter:
 - 13.1 use to the detriment or prejudice of the Company or divulge or communicate to any person any trade secret or confidential information concerning the business or affairs of the Company (except to employees or directors of the Company whose province is to know the same) which may have come to your knowledge during the term of your appointment hereunder; or

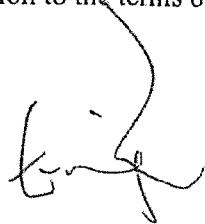
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- 13.2 use for your own purpose or for any purposes other than those of the Company or disclose to any third party any information or knowledge of a confidential nature which you may from time to time acquire from the Company or any subsidiary of the Company 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).
14. You shall promptly upon request by the Company or in any event upon your ceasing to be an independent non-executive director of the Company delivery up to the Company or at the request of the Company destroy all lists of clients or customers, correspondence and all other documents, papers and records whether in physical or electronic form 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.
15. You must not without the consent of the Board, enter into any other arrangement, which might reasonably be expected to result in a conflict of interest. If you are in any doubt please consult with the Board in advance.
16. The Company shall purchase directors' and officers' liability insurance for you and it is intended to maintain such cover for the full term of your appointment.
17. The terms and conditions of your appointment as contained in this letter are governed by and construed in accordance with Hong Kong laws and the parties submit to the jurisdiction of the courts of Hong Kong.
18. By accepting this appointment, you will be deemed to have represented to the Company and the Stock Exchange that you have satisfied the independence requirements as stipulated in the Listing Rules and will provide confirmation letter to us and the Stock Exchange in this regard on an annual basis or as and when required. You further represent to the Company and the Stock Exchange that you understand your obligations and duties as an independent non-executive director of a company the securities of which are listed on the Main Board of the Stock Exchange.

Please sign, date and return the attached copy of this letter to me, confirming your

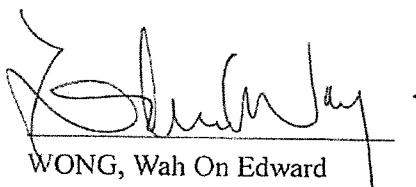
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acceptance of the appointment and its terms set out herein. If you have queries in relation to the terms of this appointment letter, please let us know.



Poon Pak Ki, Eric
Chairman and Executive Director
For and on behalf of
Quali-Smart Holdings Limited

I, the undersigned, acknowledge and agree to the terms and conditions set out above relating to my appointment as an independent non-executive director of **Quali-Smart Holdings Limited**. In addition, I confirm to the Company and The Stock Exchange of Hong Kong Limited that I understand my obligations and duties as an independent non-executive director of a company the securities of which are listed on The Stock Exchange of Hong Kong Limited.



WONG, Wah On Edward

29-9 -- 2025

Quali-Smart Holdings Limited
19C, TML Tower, No.3 Hoi Shing Road, Tsuen Wan, N.T., Hong Kong

28 September 2023

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13. You shall not, either during the term of your appointment as an independent non-executive director of the Company or thereafter;
 - 13.1 use to the detriment or prejudice of the Company or divulge or communicate to any person any trade secret or confidential information concerning the business or affairs of the Company (except to employees or directors of the Company whose province is to know the same) which may have come to your knowledge during the term of your appointment hereunder; or

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- 13.2 use for your own purpose or for any purposes other than those of the Company or disclose to any third party any information or knowledge of a confidential nature which you may from time to time acquire from the Company or any subsidiary of the Company 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).
14. You shall promptly upon request by the Company or in any event upon your ceasing to be an independent non-executive director of the Company delivery up to the Company or at the request of the Company destroy all lists of clients or customers, correspondence and all other documents, papers and records whether in physical or electronic form 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.
15. You must not without the consent of the Board, enter into any other arrangement, which might reasonably be expected to result in a conflict of interest. If you are in any doubt please consult with the Board in advance.
16. The Company shall purchase directors' and officers' liability insurance for you and it is intended to maintain such cover for the full term of your appointment.
17. The terms and conditions of your appointment as contained in this letter are governed by and construed in accordance with Hong Kong laws and the parties submit to the jurisdiction of the courts of Hong Kong.
18. By accepting this appointment, you will be deemed to have represented to the Company and the Stock Exchange that you have satisfied the independence requirements as stipulated in the Listing Rules and will provide confirmation letter to us and the Stock Exchange in this regard on an annual basis or as and when required. You further represent to the Company and the Stock Exchange that you understand your obligations and duties as an independent non-executive director of a company the securities of which are listed on the Main Board of the Stock Exchange.

Please sign, date and return the attached copy of this letter to me, confirming your

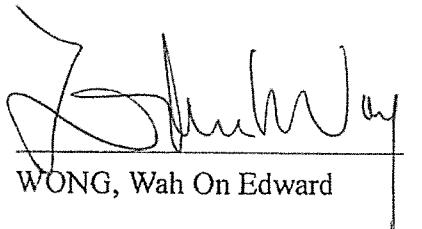
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acceptance of the appointment and its terms set out herein. If you have queries in relation to the terms of this appointment letter, please let us know.



Lau Ho Ming, Peter
Executive Chairman
For and on behalf of
Quali-Smart Holdings Limited

I, the undersigned, acknowledge and agree to the terms and conditions set out above relating to my appointment as an independent non-executive director of **Quali-Smart Holdings Limited**. In addition, I confirm to the Company and The Stock Exchange of Hong Kong Limited that I understand my obligations and duties as an independent non-executive director of a company the securities of which are listed on The Stock Exchange of Hong Kong Limited.



WONG, Wah On Edward

2023