



China Medical & HealthCare Group Limited

(Incorporated in Bermuda with limited liability)

Private and Confidential

Date: 27 October 2022

Mr. Gao Zhaoyuan
7/F., The Bund Square
100 South Zhongshan Street
Huangpu District
Shanghai, China

Dear Mr. Gao

Non-Executive Directorship with China Medical & HealthCare Group Limited (the “Company”)

- (1) The term of your appointment as a non-executive director of the Company (“**Non-Executive Director**”) hereunder will take effect as of 27 October 2022 (the “**Effective Date**”), and shall continue for a period of two (2) years and renewed automatically for successive two-year period so long as the CM International Holding Pte. Ltd. (“CM International”) holds not less than 5% of the issued share capital of the Company from time to time pursuant to the subscription agreement dated 4 December 2015 entered into between the Company and CM International unless terminated in accordance with the provisions herein and subject to paragraphs (6) and (7) below and/or the provisions of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) (the “**Companies Ordinance**”) (and upon the occurrence of any of the circumstances mentioned in paragraph (6) or (7) below and/or in accordance with the provisions of the Companies Ordinance and/or the Company’s Bye-laws in force from time to time (the “**Bye-laws**”), your period of office shall be shortened accordingly).
- (2) In consideration of your agreeing to accept this appointment, the Company shall pay you a director’s fee in the amount of HK\$150,000 per annum, and with respect to the payment of your director’s fee for any period of less than one calendar year, the amount of director’s fee payable shall be determined on the basis of a 365 day year and the actual number of days elapsed.
- (3) The Company shall reimburse your expenses reasonably incurred while performing your duties as a Non-Executive Director, including reasonable travel expenses. All taxation on fees shall be borne by you.
- (4) You agree to carry out your duties and services as a director of the Company (“**Director**”) in compliance with the Bye-laws, board practices and procedures and codes of conduct of the Company from time to time in force as well as all applicable laws and regulations of Hong Kong and the Rules Governing the Listing of Securities on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) (the “**Listing Rules**”) from time to time in force. You further agree to provide your service and opinion in circumstances anticipated by Chapter 14A of the Listing Rules (if applicable).
 - (a) The Company undertakes to disclose and/or provide you with access to all information, documents, papers, and records in full to enable you to carry out your duties and services and to provide you with answers to any question or query raised by you as a Director of the Company.

中國醫療網絡有限公司

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- (b) The Company shall take out Directors and Officers Liability Insurance in your favour as soon as possible and the Company shall indemnify you against any liability incurred by you to any third party as permitted under section 469 of the Companies Ordinance.
- (5) You shall not, either during the term of your appointment as a Non-Executive Director or thereafter:
- (a) use to the detriment or prejudice of the Company, its subsidiaries and its associated corporations (the “Group”) or divulge or communicate to any person, any trade, secret or confidential information concerning the business or affairs of the Group (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) which may have come to your knowledge; or
- (b) use for your own purpose or for any purpose other than those of 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 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).
- (6) You shall not, during the term of your appointment and for six months thereafter, be a Director or employee or agent of, or have any other material financial interest or involvement in, any business of enterprise which competes or is likely to compete or has a significant business relation with any Group company without the prior written consent of the board of directors the Company (the “Board”), such consent not to be unreasonably withheld or delayed.
- (7) You shall at all times keep the Board 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.
- (8) 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 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, and you shall not be entitled to and shall not retain any copies thereof provided that you shall have the right to retain or require the Company to provide any information, document, paper and record of the Company if you are subject to any query or investigation carried out by the regulators and/or any law enforcement agency. Title and copyright therein shall vest in the Company.
- (9) The Directors may be prohibited under the Bye-laws and the Listing Rules, from voting at or being counted towards quorum of Directors’ meetings in respect of any resolution in which they are interested, except for those matters permitted by the relevant provisions of the Bye-laws and the Listing Rules.
- (10) Under the Bye-laws, the office of a Director is liable to be vacated in certain circumstances. In addition, one-third of the Directors are required to retire from office by rotation at each annual general meeting (they may, however, offer themselves for re-election), and any Director appointed to fill any casual vacancy or as an addition to the then existing Board shall hold office until the next annual general meeting (he may, however, offer himself for re-election). Furthermore, the Bye-laws also provide that the shareholders of the Company may, at any general meeting convened and held in accordance with the Bye-laws, by ordinary resolution remove a Director at any time before the expiration of his period of office notwithstanding anything in the Bye-laws or in any agreement between the Company and such Director.

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- (11) The Company shall be entitled (but not obliged) to terminate your appointment as a Non-Executive Director by serving you not less than 1 month's prior notice in writing (or by payment in lieu of notice) given at any time. Furthermore, under the provisions of the Bye-laws and/or the Listing Rules, the Company shall be entitled to terminate your office without prior notice in some circumstances. Such circumstances arise, inter alia, if you shall become bankrupt or have made any arrangement or composition with your creditors generally, or have been convicted of a criminal offence or the Stock Exchange shall become of the view that you do not have the character, experience and integrity to fulfil your role effectively or are unable to demonstrate a standard of competence commensurate with your position as a director of a listed company on the Stock Exchange.
- (12) You are entitled to resign as a Non-Executive Director at any time by giving the Company not less than 1 month's prior notice in writing and shall comply with the Listing Rules and other applicable provisions of the Listing Rules and the Companies Ordinance in respect of your resignation. In so doing, you shall simultaneously tender resignation from all your offices (including, without limitation, membership of any committees of the Board) and positions (as the case may be) in the Company and its subsidiaries, associates and affiliated companies as required by the Company.
- (13) You undertake to keep confidential all documents and information provided by the Company to you in the course of your duties as a Director.
- (14) This letter of appointment is governed by the laws of Hong Kong. This letter replaces and supersedes all previous contracts, whether written or oral, between you and the Company.

If you are in agreement with the terms set out above, please sign below and return the duplicate of this letter to us for our records.

Yours faithfully
For and on behalf of
China Medical & HealthCare Group Limited



Chong Sok Un
Deputy Chairman

I, Gao Zhaoyuan, agree to the above terms of appointment as a non-executive director of China Medical & HealthCare Group Limited.



Date: 27.10.2022

