

Rimbaco Group Global Limited
(Incorporated in the Cayman Islands with limited liability)

Date: 6 March 2026

To: Mr. Wong Chi Wai

Dear Mr. Wong,

Renewal of Appointment of Independent Non-Executive Director

We hereby write to confirm the terms and conditions of your appointment as an independent non-executive director of RIMBACO GROUP GLOBAL LIMITED (the “**Company**”):-

1. We shall retain you to act as an independent non-executive director of the Company (an “**Independent Non-Executive Director**”) and you shall continue to serve the Company as an Independent Non-Executive Director and where necessary, a director of any member of the Group as determined by the board (the “**Board**”) of directors (the “**Directors**”) of the Company from time to time subject to the articles of association of the Company (the “**Articles**”) and the terms and conditions hereinafter provided.
2. Your appointment as an Independent Non-Executive Director shall continue for a period of one (1) year commencing from 28 April 2026 and shall be terminable by either of us by giving the other party not less than three (3) months' prior notice in writing. Upon the expiry of the aforesaid term of one (1) year, your reappointment as an Independent Non-Executive Director shall be subject to the Articles and the Board. Without prejudice to the above, your appointment hereunder shall be subject to termination by the Company at any time by summary notice with immediate effect in writing if you commit any breach of any of your material obligations and/or undertakings hereunder or commit an act of bankruptcy or commit any act which would, under the Articles or any other applicable laws, permit the Company to terminate your appointment by a summary notice.
3. You shall be entitled to annual director's fee of HK\$126,000 or pro-rata amount for any incomplete year, payable in arrears at the end of each calendar month on a 12-month basis. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as a director of the Company is subject to any tax including salaries tax, profits tax, capital gains tax, withholding tax and you are responsible in making your own tax filings. In addition to the fees mentioned above, the Company will reimburse you for all reasonable out-of-pocket expenses incurred in the discharge of your duties hereunder to be monitored by the Chairman and Chief Executive Officer of the Company.
4. Your appointment is subject to the provisions of the Articles in force from time to time, the Companies Act (as revised) of the Cayman Islands (as in force or applicable from time to time) and, the Rules (the “**Listing Rules**”) Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”). Save as required by applicable law or regulation, the Company undertakes not to amend the Articles in a manner which has the effect of reducing the indemnity available to the Directors.


5. You shall participate in the Remuneration Committee, Audit Committee, Nomination Committee and other committees for reviewing and making decisions on transactions relating to the Group (as defined hereunder) as may from time to time be required by the Board or as required by the Listing Rules to be attended by you.
6. You shall devote such of your time, your attention and skills as may reasonably be required to the duties of your position as an Independent Non-Executive Director and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Independent Non-Executive Director. These will include (but not limited to) attending Board meetings and general meeting of the Company, the dates and details of which shall be notified to you sufficiently in advance to enable you to schedule your attendance.
7. In the discharge of your duties and functions as an Independent Non-Executive Director, you shall observe the 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 reasonable endeavors to procure that the Company observes, the rules and regulations of the Stock Exchange and The Codes on Takeovers and Mergers and Share Buy-backs.
8. You shall not, either during the term of your appointment as an Independent Non-Executive Director or after the termination of your appointment without limit in point of time:-
 - (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 responsibility 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 of 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).
9. You shall not, during the term of your appointment and for six (6) months thereafter, be a director or employee of, or have any other material financial interest or involvement in (other than shareholdings of one (1) percent or less in any such company) any business for enterprise which is engaged primarily in the construction industry in Malaysia and which competes directly with the business of the Company, without the prior written consent of the Board, such consent not to be unreasonably withheld or delayed.
10. 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 conflict with the interests of the Company.

11. 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, 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, saved as required by law or regulation, you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
12. You shall have no claim against the Company for damages or otherwise by reason of termination of this appointment letter, other than for any remuneration (to the extent due and unpaid) and other expenses due under Clause 3 herein.
13. You hereby represent and warrant to the Company that:-
 - (a) you do not hold more than one (1) percent of the total issued share capital of the Company, whether legally or beneficially, as at the date of this appointment letter;
 - (b) you have not received any interest in any securities of the Company as a gift or otherwise, or by means of other financial assistance, from a core connected person (as defined in the Listing Rules), connected person (as defined in the Listing Rules) of the Company or the Company itself;
 - (c) you are not a director, partner or principal of any professional adviser which currently provides or has within two (2) years immediately prior to the date of your appointment provided services, nor are an employee of such professional adviser who is or has been involved in providing such services during the time period, to the Company, its associates (as defined in the Listing Rules), core connected persons or connected persons, or any person who was a controlling shareholder (as defined in the Listing Rules) of the Company within two (2) years immediately prior to the date of your appointment;
 - (d) you do not have any material interest in any principal business activity of or are involved in any material business dealings with the Company, its holding company or their respective associates or with any core connected persons of the Company;
 - (e) you are not on the Board specifically to protect the interests of an entity whose interests may not be the same as those of the shareholders of the Company as a whole;
 - (f) you are not and were not connected with any director, the chief executive or any substantial shareholder (as defined in the Listing Rules) of the Company within two (2) years immediately prior to the date of your appointment;
 - (g) you are not and have not at any time during the two (2) years immediately prior to the date of your appointment been, an executive or director (other than an independent non-executive director) of the Company, of its holding company or of any of their respective subsidiaries or of any core connected persons of the Company;

- (h) you are not financially dependent on the Company, its holding company or any of their respective subsidiaries, core connected persons or connected persons of the Company;
 - (i) there are no other factors which are relevant in assessing your independence as a director of the Company under Rule 3.13 of the Listing Rules; and
 - (j) there are no other factors that may affect your independence at the same time as the submission of your declaration and undertaking in the form set out in Form B in Appendix 5 to the Listing Rules.
14. You hereby undertake to the Company:-
- (a) to provide to the Stock Exchange, pursuant to Rule 3.20 of the Listing Rules, immediately upon your resignation as an Independent Non-Executive Director, an up-to-date contact information, including an address for correspondence from and service of notices and other documents by the Stock Exchange and telephone number;
 - (b) to inform the Company and the Stock Exchange as soon as practicable if there is any subject change of circumstances which includes, but without limitation to, any of the circumstances set forth in Clause 13, which may affect your independence in relation to your appointment as an Independent Non-Executive Director; and
 - (c) to provide an annual confirmation of your independence to the Company.
15. Notwithstanding anything contrary in this appointment letter, you undertake that you and your associates, directly or indirectly, will not accumulatively hold one (1) percent or more in the Company's issued share capital during your term as an Independent Non-Executive Director.
16. This appointment letter embodies all the terms and provisions of and relating to your appointment as an Independent Non-Executive Director by the Company and is in substitution for and shall supersede all former and existing agreements or arrangements made orally or in writing for your appointment as an Independent Non-Executive Director by the Company.
17. The terms of this Agreement may only be varied in writing by the parties hereto or their duly authorised agents. In the event of any variation of the remuneration payable to you hereunder being made by consent of the parties hereto such variation shall not constitute a new agreement but (subject to any express agreement to the contrary) your appointment as an Independent Non-Executive Director hereunder shall continue subject in all respects to terms and conditions of this Agreement with such variation as aforesaid.
18. None of the Company's or your rights or duties under this Agreement may be assigned, transferred, sub-contracted or delegated.
19. The term of this appointment letter shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. Each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts in respect of all disputes and proceedings arising hereunder.

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
Rimbaco Group Global Limited



Name: ~~Low Seah Sun~~
Position: ~~Executive Director~~

I, Wong Chi Wai, accept my appointment as an Independent Non-Executive Director on the terms and conditions as set out above, of which this is a copy. I further confirm that I fully understand my duties and obligations as an Independent Non-Executive Director of the Company.

Signed: 

Name: WONG CHI WAI

Date: Apr 26, 2026

