30 March 2024
2024 年 3 月 30 日

Mr. Kao Yi-Ping
高亦平先生
[redacted]

**IMPORTANT NOTE REGARDING REDACTION**

**Notice of Redacted Information**: Please take notice that certain information contained in this document has been redacted. Specifically, the private residential address of Mr. Kao Yi-Ping has been redacted from this copy. The reason for such redaction is to protect the personal privacy of the individual in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

**Confirmation of Adequacy**: The remaining information is considered adequate by MEGAIN Holding (Cayman) Co., Ltd. (the "Company") and its directors and independent financial advisers, Lego Corporate Finance Limited, for the purpose of disclosing the nature and significance of the document, and for the Company to fulfill its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

**Dear Mr. Kao,**
致高先生：

**Appointment as an Independent Non-Executive Director of MEGAIN Holding (Cayman) Co., Ltd. (the "Company")**
**有关委任 MEGAIN Holding (Cayman) Co., Ltd.("本公司") 独立非执行董事**

We confirm the terms and conditions of your appointment as an independent non-executive director of the Company as follows:
我们确认阁下为本公司独立非执行董事之委任的条款及条件如下：

1. Your appointment as an independent non-executive director of the Company is for a fixed term of three years with effect from the date of this appointment letter, 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 (the "**Articles**"), as well as paragraphs 7 and 8 below.
阁下之委任为本公司独立非执行董事的任期为本委任函之日起的三年，惟该委任须根据本公司的组织章程细则("**章程细则**")于每一股东周年大会上轮值退任及重选, 以及下文第 7 及 8 段。

2. Your role will be that of an independent non-executive director, bringing an objectivity and independence of view borne by your outside experience, helping the board of directors of the Company (the "**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 committees and/or sub-committees of the Board 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.
阁下之职务将为独立非执行董事，以阁下之经验提供客观及独立的意见，协助本公司董事会("**董事会**")有效地带领本公司及确保管理团队持续有效及本公司达到最高的廉洁标准。阁下须不时就本公司的要求及在阁下的同意下成为本公司董事会的委员会及/或小组委员会、接纳于本公司内或代表本公司的其它委任，以及承担有关的责任。阁下向本公司确认阁下将有充足时间履行阁

下对本公司之职务。

3. In addition to your general fiduciary responsibilities, you shall faithfully and diligently perform such functions and exercise such powers as delegated to you by the Board from time to time and are appropriate to your position as an independent non-executive director. You shall comply to the best of your ability, and use your best endeavours to procure the Company and any alternate of yours and to comply with the relevant requirements under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Companies (Winding Up and Miscellaneous Provisions) 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 Buy-backs, promulgated by the Securities and Futures Commission, the Rules Governing the Listing of Securities (the "**Listing Rules**") on the Main Board of the Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") (including the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules) and all other applicable laws, regulations, codes of practice and rules in effect from time to time, and the Articles and the resolutions passed in Board meetings and general meetings (to the extent applicable) of the Company.
除了阁下之一般的受信责任，阁下须忠诚地及勤勉地发挥该等由董事会不时授予及适切予作为一名独立非执行董事身份的功能及行使该等权力。 阁下必须尽力遵守，并尽力促使本公司及其任何替任人遵守《公司条例》(香港法例第 622 章)、《公司（清盘及杂项条文）条例》（香港法例第 32 章）、《证券及期货条例》(香港法例第 571 章) 、香港证券及期货事务监察委员会颁布的《公司收购、合并及股份购回守则》 、《香港联合交易所有限公司证券("**联交所**")主板上市规则》("**上市规则**") (包括上市规则附录 C3 所载的《上市发行人董事进行证券交易的标准守则》) 及所有其他不时有效的适用法律、法规、守则及规则，及章程细则及在董事会及本公司股东大会(在适用的情况下)通过的决议。

4. In order to satisfy the requirements of a public company, you are expected to attend general meetings of the Company, meetings of the Board and of any Board committees to which you are appointed as a member. 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.
就遵守有关公众公司的规定，阁下须参与本公司的股东大会，董事会会议及任何阁下被委任为成员的董事会委员会之会议。阁下应知会本公司阁下的其他专业承担，并且如阁下所负的重大承担有任何变动，应就有关变动及时通知董事会。

5. In consideration of the provision of the services described herein, you will be paid HK$12,000 per month with effect from the date of your appointment. Where the service of appointment hereunder is for a term of less than one month, such monthly fee will be paid on a pro rata basis. You will also be fully reimbursed for all reasonable travel, dining and accommodation expenses you incur in discharging your duties as an independent non-executive director, 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.

作为提供本聘任函内所描述的服务的代价，阁下将被支付每个月薪金为港币12,000元，自阁下获委任当日起生效。如根据本委任函项下的委任期是少于一个月，该每月薪金则按比例支付。所有阁下于履行阁下作为独立非执行董事之职责的活动而合理产生的交通费、餐费及住宿费用将被全额补偿，但阁下需提供适当的付款证明及遵守本公司有关程序。为免生疑问，所有阁下被委任为董事会委员会成员的职务将不会获得额外报酬。

6. Because of your non-executive status, you are not eligible to participate in any bonus schemes or other benefits of the kind available to executive directors of the Company.
基于阁下非执行之身份，阁下将不能参与任何的奖金计划或本公司执行董事可享有的其它福利。

7. In addition to the requirements as set out in paragraph 1 of this letter, your appointment will at all times be terminable by three months' prior written notice given by either side. Upon the expiry of notice served on you 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 an independent non-executive director of the Company, you are required to provide the Company and 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.
除了于本聘任函第一段所列出的规定外，阁下之聘任将于任何时候由任何一方给予三个月书面通知而终止。于发出予阁下终止阁下之委任的通知届满时，阁下须辞任阁下为独立非执行董事之职位 (及所有阁下在本公司或任何本公司的附属公司或代表本公司或任何本公司的附属公司职位或委任) 及，如阁下于七日内并没有作出上述行动，阁下在此不可被撤销地委任任何一位其它董事在此时为阁下之委托人代表阁下签署任何有关办理该辞任所需的文件或作出任何所需的行动或事项。在阁下辞任为独立非执行董事的同时，阁下必须向公司及联交所提供辞任的理由，及即时向联交所提供阁下最新的资料，包括联络地址及电话。

8. Your appointment will terminate automatically without any requirement for notice or compensation if you:
阁下之委任将无需任何通知或赔偿而被终止，如阁下：

   8.1 vacate your office under the terms of the Articles;
   根据本公司章程细则的条款离职；

   8.2 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
   被本公司股东于股东大会有效地建议及议决的决议免去阁下之职位；

   8.3 are in breach of your obligations as an independent non-executive director;

违反阁下作为独立非执行董事的义务；

8.4 are not re-elected as an independent non-executive director when you submit yourself to re-election;
参与重选时并没有被重选为独立非执行董事;

8.5 are adjudicated bankrupt by a court or reach a scheme of arrangement with the creditors;
被法庭宣布破产或与债权人达成还款安排或债务和解;

8.6 cause disrepute to the Company or any company within the Group; or cause harm to the interest or business of the Company or the Group as a result of your acts or omissions;
阁下之作为或不作为使本公司或集团任何公司名誉严重蒙污，或损害本公司或集团的利益或业务；

8.7 are prohibited by the applicable law from acting as an independent non-executive director;
被适用的法例禁止阁下担任独立非执行董事的职务；

8.8 are convicted of any criminal offence involving your integrity or honesty; or
被裁定犯有涉及阁下的品格或诚信的刑事罪行;

8.9 become prohibited by any rules, regulations or practice directors of the Stock Exchange from acting as an independent non-executive director;
被联交所任何规则、规例或应用指引禁止阁下担任独立非执行董事的职务；或

8.10 commit serious breach of the terms of this letter.
严重违反本委任函的条款。

9. Your fiduciary duties to the Company require you at all times:
阁下对本公司的受信责任于任何时间为：

9.1 to maintain the confidentiality of all information you acquire by virtue of your appointment;
对一切因阁下之委任而得到的资料保持保密；

9.2 to act in good faith in the Company's interests at all times;
于任何时候本着真诚为本公司之利益办事；

9.3 to act at all times for the proper purposes of the Company;
于任何时候为本公司恰当的目标办事；

9.4 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
以本公司合理地预期从阁下的经验及专门知识应有的谨慎，技巧及勤勉履行阁下之责任；及

9.5 to act only with the proper authority of the Company.
只会于本公司有效的授权下办事。

10. You confirm that prior to your appointment you have obtained legal advice from a firm of solicitors qualified to advise on Hong Kong law as regards the requirements under the Exchange Listing Rules that are applicable to you as an independent non-executive director of a listed issuer and the possible consequences of making a false declaration or giving false information to the Stock Exchange.
阁下承诺及保证在获委任生效前已向有资格就香港法律提供意见的律师行取得法律意见，明白上市规则中所有适用于其作为上市发行人独立非执行董事的规定，以及向联交所作出虚假声明或提供虚假信息所可能引致的后果。

11. If any circumstances should arise in which it becomes necessary for you to seek separate independent professional and/or legal advice about your responsibilities as an independent non-executive director of the Company, you will be reimbursed for your reasonable professional and/or legal costs of doing so.
如有任何情况发生导致阁下必须就有关阁下为本公司独立非执行董事的责任征询独立专业及/或法律意见，阁下将就阁下有关上述事项而产生的合理专业及/或法律费用获得补偿。

12. You shall disclose to the Board, all other directorships and other (direct and/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.
阁下须向董事会披露，阁下或阁下家庭之成员所任职的所有董事职位及其它(直接及/或间接) 利益、受雇职位、顾问或社团。阁下必须持续地知会董事会任何有关上述的变更。

13. You shall not, either during the term of your appointment as an independent non-executive director of the Company or thereafter:
阁下将不可，于阁下被委任为本公司独立非执行董事的期间内或以后：

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
对本公司损害或不利地使用或泄露或与任何人士沟通就有关阁下于本函所述的委任期内所得悉的任何本公司有关业务或事务的商业机密或机密资料 (除了本公司已知悉上述数据的任何董事或员工外)；或

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).
将任何阁下不时取得有关本公司或任何本公司的附属公司属机密性質的数据或知识用于私人目的或任何其它非为达成本公司目的的目的或披露

予任何第三方，但本规限将不受限于在公众领域可取得的任何数据或知识 (除了由于阁下的违规而所导致外)。

14. You shall, whether when you are an independent non-executive director of the Company or after ceasing to be so, (1) provide any information and documents or explanation to the Stock Exchange and the Securities and Futures Commission pursuant to 3.09C(1) of the Listing Rules, and (2) cooperate in any investigation conducted by the Listing Division of the Stock Exchange and/or the Listing Committee of the Stock Exchange or the Securities and Futures Commission pursuant to 3.09(2) of the Listing Rules .
阁下在出任本公司独立非执行董事时以及停止担任本公司独立非执行董事后均须(1)依上市规则第 3.09C(1)条向联交所及证券及期货事务监察委员会提供任何数据及文件或解释，及(2)依上市规则第 3.09C(2)条在联交所的上市科及／或联交所上市委员会或证券及期货事务监察委员会所进行的任何调查中给予合作。

15. 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 deliver 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 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.
阁下须迅速地在本公司要求下或无论如何在阁下不再为本公司的独立非执行董事，向本公司交出或在本公司的要求下销毁阁下准备的或阁下为本公司董事所拥有的所有顾客及客户清单、通信文件及所有其它文件、文书及记录。阁下无权及不能保留任何以上所述的副本。以上所述的所有权及版权属于本公司所有。

16. 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 the Company 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.
如阁下接受此委任，阁下将被视为已向本公司及联交所表述阁下已遵行上市规则下有关独立的规则并将于每年度或需要时向本公司及联交所提供上述的确认函。阁下进一步向本公司及联交所表述阁下明白阁下为一家于联交所主板上市公司的独立非执行董事的义务和责任。

This letter of appointment shall be governed and construed in its entirety by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). The parties herein hereby irrevocably submit to the jurisdiction of Hong Kong courts.
本委任函受中华人民共和国香港特别行政区("**香港**")法律管辖并完全根据香港法律解释。本委任函双方特此就本委任函不可撤销地服从香港法院的司法管辖。

A person who is not a party of this appointment letter has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any term of this appointment letter.
任何不是本委任函一方的人士均不能根据《合约(第三者权利)条例》(香港法例第623章)行使或享有对本委任函任何条款的权益。

This appointment letter is written in both English and Chinese languages. In the event of inconsistency, the terms of the English version of this appointment letter shall prevail.
本委任函以中文及英文书写。如出现任何文义不符的情况，以本委任函英文版本为准。

Please sign, date and return the attached copy of this letter to the Company, confirming your 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 the Company know.
请签署、写上签署日期及交回附上之本委任函副本，确认阁下同意委任及本委任函内定出的条款。如阁下对本委任函内的条款有疑问，烦请告知本公司。

I, the undersigned, acknowledge and agree to the terms and conditions set out above relating to my appointment as an independent non-executive director MEGAIN Holding (Cayman) Co., Ltd. In addition, I confirm to the Company and the Stock Exchange that I understand my 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.

本人，为下述签署人，确认及同意以上有关本人委任为MEGAIN Holding (Cayman) Co., Ltd.独立非执行董事的条款及条件。此外，本人向本公司及联交所确认本人明白本人为一家于联交所主板上市公司的独立非执行董事的义务和责任。

高亦平

Kao Yi-Ping
高亦平

For and on behalf of
谨代表
**MEGAIN Holding (Cayman) Co., Ltd.**

鄭憲徽

Cheng Hsien-Wei 郑宪徽
Executive Director 执行董事