

ESR GROUP LIMITED

Date: 7 March 2025
Name: Rajeev Veeravalli Kannan
Address: 56 Jalan Bahasa, Singapore

Dear Sir,

APPOINTMENT AS A NON-EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of your appointment as a non-executive director (a “**Non-executive Director**”) of ESR Group Limited (the “**Company**”):

1. Your appointment as a Non-executive Director shall be governed by the terms of this appointment letter. The term of this appointment letter shall take effect from 20 January 2025 (being the date of the expiry of the three years’ term under the existing appointment letter dated 20 January 2022) and shall last for a period of three years unless terminated by not less than one month’s notice in writing served by either party on the other or in accordance with paragraph 9.
2. You shall be entitled to receive a fee as a Non-executive Director, the amount of which shall be determined by the Remuneration Committee of the board of directors of the Company (the “**Board**”) and agreed with you. The Company shall reimburse you for all reasonable out of pocket expenses necessarily incurred in carrying out your duties or in response to any reasonable requests by the Company or the Board to perform any duty or service in your capacity as a director of the Company.
3. Your appointment is subject to the provisions of the memorandum and articles of association of the Company in force from time to time (the “**Articles**”), including but not limited to provisions regarding a director’s retirement from office as director by rotation at least once every three years at the annual general meeting of the Company.
4. You shall perform such functions and exercise such powers as are appropriate to your position as a Non-executive Director (in addition to the functions of a director of a company listed on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”)) as required by the Corporate Governance Code as set out in Appendix 14 of the Rules Governing the Listing of Securities on the Stock Exchange (the “**Listing Rules**”). In the discharge of your duties and functions as a Non-executive Director, you shall observe and comply with all laws and regulations applicable to, and all policies (applicable generally to the directors of the Company) of the Company.
5. You shall comply where relevant with every rule of law, every regulation of the Stock Exchange or other market on which you deal in shares, debentures or other securities of the Company and its subsidiaries (the “**Group**”).
6. You shall at all times, keep the Board promptly and fully informed (in writing if so requested) of any of your business which competes or is likely to compete, either directly or indirectly, with the Group’s business from time to time, to enable the Company to comply with the disclosure requirement under Rules 8.10(2)(b) and (c) of the Listing Rules.

7. During your appointment you will notify the chairman of the Company if you have been appointed as a director of any other (or further) competing listed companies to the Company.
8. Title and copyright in correspondence and all other documents, papers and records which have been provided by or on behalf of the Company to you as a director of the Company shall vest in the Company and you shall take reasonable steps to keep all such information confidential.
9. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate on you ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws, any resolution duly proposed and resolved by the members of the Company in general meeting and where you are not re-elected as a director when you submitted yourself to re-election in general meeting.
10. This appointment letter constitutes the entire agreement and supersede any previous agreements between you and the Company relating to your directorship in the Company.
11. This appointment letter 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.
12. This appointment letter does not constitute a contract of employment between you and the Company.
13. Save as expressly provided herein, a person who is not a party to this appointment letter shall not have any rights under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of this appointment letter.

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Please sign, date and return to us the duplicate copy of this appointment letter to confirm your acceptance of its terms.

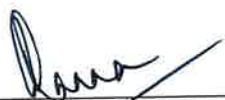
Yours faithfully,



For and on behalf of
ESR Group Limited

I, Rajeev Veeravalli Kannan, hereby accept my appointment as a non-executive director of ESR Group Limited on the terms and conditions as set out above, of which this is a copy.

Signed :



Date : 7 March 2025