UTS MARKETING SOLUTIONS HOLDINGS LIMITED
Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands

Date : 0 3 JUL 2023

Name : Kow Chee Seng (holder of Malaysian Passport No. A58990539)

Address : No. 14, Jalan C, Off Jalan Jambu, Taman Batu, 52000 Kuala Lumpur, Malaysia

Dear Sir,

RENEWAL OF APPOINTMENT OF INDEPENDENT NON-EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of the renewal of your appointment as an independent non-executive director of UTS Marketing Solutions Holdings Limited (the "**Company**"):

1. We hereby renew your appointment to act as an independent non-executive director of the Company (an "**Independent Non-Executive Director**") subject to the terms and conditions hereinafter provided.

2. Subject to clauses 10 and 11 below, your appointment as an Independent Non-Executive Director shall take effect from 12 July 2023 and shall last for a period of three (3) years, provided that you or we can at any time terminate the appointment hereunder by giving to the other not less than one month's prior notice in writing.

3. You shall be entitled to a remuneration of HK$15,000 per month payable in arrears at the end of each calendar month. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.

4. Your appointment is subject to the provisions of the Company's articles of association in force from time to time (the "**Articles**").

5. You 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 meetings of the Company and meetings of any board committees of which you become a member.

6. In the discharge of your duties and functions as an Independent Non-Executive Director, you shall observe and 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 best endeavours to procure that the Company observes, the rules and regulations of The Stock Exchange of Hong Kong Limited and the Hong Kong Codes on Takeovers and Mergers and Share Repurchases.

7. You shall not, either during the term of your appointment as an Independent Non-Executive Director or thereafter:

(a) use to the detriment or prejudice of the Company and its subsidiaries (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 purposes 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).

8. 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 or 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 Company.

9. 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 you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.

10. In the event that you are not re-elected at an annual general meeting, the Company may terminate your appointment hereunder forthwith without any notice or payment in lieu of notice and upon such termination you shall not be entitled to any payment whatsoever or to claim any compensation or damages in respect of such termination.

11. Without prejudice to paragraph 2 above, your appointment hereunder shall forthwith terminate on your ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws.

12. Your signature on the duplicate copy of this letter shall constitute your irrevocable resignation as a director of the Company with effect from the date of expiry of the term of your appointment as specified in paragraph 2 above provided that if the board of directors of the Company agrees with you in writing that you will serve as a director until a later date then the date of your resignation shall be effective from such later date or any extension thereof agreed in writing as aforesaid.

13. A person who is not a party to this letter shall not have any rights to enforce, or enjoy the benefit of, any term hereof.

The terms of this letter of appointment 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.

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

Yours faithfully,
For and on behalf of
UTS MARKETING SOLUTIONS HOLDINGS LIMITED

Ng Chee Wai
Chairman

I, Kow Chee Seng, hereby accept the renewal of my appointment as an independent non-executive director of UTS Marketing Solutions Holdings Limited on the terms and conditions as set out above, of which this is a copy.

Signed :

Date :