IMPORTANT NOTE REGARDING REDACTION

Notice of Redacted Information: Please take notice that certain information contained in this document has been redacted. Specifically, the **Hong Kong Identity Card number** and the **private residential address** of **Mr. Seto John Gin Chung** have 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 **MS Group Holdings Limited** (the "**Company**"), its directors and the financial adviser to the Company, 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.

MS GROUP HOLDINGS LIMITED
萬成集團股份有限公司
(Incorporated in the Cayman Islands with limited liability)

Private & Confidential

Seto John Gin Chung 司徒振中
(holder of HKID Card Number [redacted])
[redacted]

Dear Sir,

Appointment of Independent Non-executive Director

We hereby write to confirm the terms and conditions of your appointment as an independent non-executive director (the "**Independent Non-executive Director**") of MS Group Holdings Limited (萬成集團股份有限公司) (the "**Company**"):

1. Subject to Clause 16 below, your appointment as an Independent Non-executive Director under this Letter of Appointment shall commence on 1 June 2024 (the "**Appointment Date**"), which shall be for an initial fixed period of three (3) years and shall be automatically renewed for fixed periods of three (3) years thereafter during which either party may terminate this Letter of Appointment by giving one (1) month's prior notice in writing to the other party.

2. You represent and warrant that you are not bound by or subject to any court order, agreement, arrangement, undertaking, guarantee or indemnity which in any way restricts or prohibits you from entering into this Letter of Appointment or from performing your duties hereunder.

3. Commencing from the Appointment Date, you shall be entitled to an annual remuneration in the sum of HK$180,000 or pro-rata amount for any incomplete year (the "**Salary**"). 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 the salaries tax in the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and, if so, to include the details of such remuneration in your salaries tax return.

4. The annual Salary may be reviewed annually after each year of service during the term of your appointment at a rate to be determined by the remuneration committee of the Company.

5. During the term of your appointment, the Company shall upon production of receipt, reimburse you all reasonable expenses properly incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company.

6. As an Independent Non-executive Director, you shall not be eligible to participate in any bonus schemes (other than share schemes (if any) which are in accordance with the Rules (the "**Listing Rules**") Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**")) or other benefits in kind available to executive directors of the Company.

7. Your appointment is subject to the provisions of the Company's memorandum and articles of association (the "**Memorandum and Articles**"), the Listing Rules and the Companies Ordinance (Chapter 622 of the laws of Hong Kong) (the "**Companies Ordinance**") (as in force or applicable from time to time).

8. You shall devote such of your time, your attention and skill 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 be limited to) attending meetings of the board (the "**Board**") of directors and general meetings of the Company and meetings of any board committee of which you become a member.

9. 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 Companies Ordinance, the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong), the rules and regulations of the Stock Exchange, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs and any other applicable laws and regulations of the jurisdiction(s) in which the Group (as defined below) carries on its business.

10. You hereby represent and warrant to the Company that there are no factors or circumstances which are relevant in assessing your independence as an Independent Non-executive Director under Rule 3.13 of the Listing Rules. By accepting this appointment, you shall be deemed to have represented to the Company and the Stock Exchange that you satisfy the requirements under the Listing Rules to act as an Independent Non-executive Director.

11. You shall not, either during the term of your appointment as an Independent Non-executive Director or at any time (without limit) after the termination of your appointment hereunder:-

    (a) use to the detriment or prejudice of the Company, its subsidiaries and its associated companies (together, the "**Group**") or divulge or communicate to any person, company, business entity or other organisation, any trade secret or Confidential Information (as defined below) (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).

    "**Confidential Information**" shall mean details of any aspects of the business or affairs of the Group which are not generally available to the public, including but not limited to, marketing plans and sales forecasts, financial information, results and forecasts, business plans, business proposals, details of employees, customers, contractors and officers, information relating to know-how.

12. You shall not, during the term of your appointment and for one year 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 Board, such consent not to be unreasonably withheld or delayed.

13. 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. Without prejudice to the foregoing provisions, in the event any circumstance arises during the term of your appointment which requires you to seek independent legal advice in relation to your responsibilities as a director of the Company, the Company shall reimburse you all reasonable legal costs incurred.

14. 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.

15. You hereby undertake to the Company to provide, pursuant to Rule 3.20 of the Listing Rules, immediately upon your resignation as an Independent Non-executive Director, up-to-date contact information, including an address for correspondence from and service of notices and other documents by the Stock Exchange and telephone numbers.

16. Termination

16.1 Your appointment will terminate automatically without any requirement for notice or compensation if:

(a) you are disqualified to act as a director under the Memorandum and Articles, the Companies Ordinance, the Listing Rules or other applicable rules and regulations;

(b) you retire from the office as a director in accordance with the Memorandum and Articles or the Companies Ordinance;

(c) you are removed from office as a director in accordance with the Memorandum and Articles or the Companies Ordinance;

(d) you are not re-elected as a director when you submit yourself to re-election; or

(e) you improperly divulge to an unauthorised person any Confidential Information or any other business secret or details of the organisation, business or clientele of the Group.

16.2 Your appointment may be terminated by the Company by summary notice in writing if you:

(a) have become guilty of any serious misconduct or any dishonesty or willful neglect or committed any material or repeated breach of your obligations as a director;

(b) are guilty of conduct tending to bring the Company into disrepute;

(c) become bankrupt or have an interim order made against you, or if you enter into any arrangement with your creditors generally;

(d) become a lunatic or of unsound mind;

(e) become persistently incapacitated by illness or other like causes so as to prevent you from properly performing your duties and obligations hereunder;

(d) are disqualified from being a director by reason of any court order; or

(e) have been convicted of a criminal offence relating to integrity or honesty or market abuse or insider dealing.

16.3 Termination of your appointment shall be without prejudice to any rights which have accrued to you and the Company prior to such termination. You shall have no claim against the Company for damages or otherwise by reason of termination of your appointment, other than for any remuneration due under Clause 3.

17. The Company will at its own cost and expense take out and maintain directors' liability insurance in an amount reasonably determined by the Board, having regard to all the relevant factors and circumstances, to insure against (a) losses and liabilities incurred by the directors of

the Company in their capacity as such to the extent that the Company has indemnified the directors against such losses, and (b) losses and liabilities of the Company resulting from any claims made against the directors in their capacity as such to the extent that the Company has indemnified the directors for the losses.

18. Any notice required to be given hereunder shall, in the case of notice to the Company be deemed duly served if left at or sent by registered post to the principal place of business for the time being of the Company in Hong Kong and, in the case of notice to you, if handed to you personally or left at or sent by registered post to your last known address in Hong Kong. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post 48 hours after posting.

The terms of this Letter of Appointment shall be governed by and construed in accordance with the laws of Hong Kong and the Company and you agree to submit to the non-exclusive jurisdiction of the Hong Kong courts in the determination of any dispute arising hereunder.

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
MS Group Holdings Limited
萬成集團股份有限公司

Chung Kwok Keung Peter
Executive Director

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I, SETO JOHN GIN CHUNG 司徒振中 (HOLDER OF HKID CARD NUMBER [redacted]), accept my appointment as an independent non-executive director of MS Group Holdings Limited (萬成集團股份有限公司) 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 MS Group Holdings Limited (萬成集團股份有限公司).

Signed:

Name: SETO JOHN GIN CHUNG

Date: 1 - 6 - 2024