

Microware Group Limited

Date: 5 December 2023
Name: Mr. Xu Jianwen(許劍文)

HKID Card: R425375(1)

Address: Flat C, 9/F, Tower 1, Ocean Supreme, 100 Tai Ho Road, Tsuen Wan, HK

Dear Sir,

APPOINTMENT OF INDEPENDENT NON-EXECUTIVE DIRECTOR

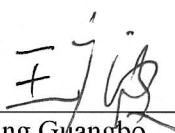
We hereby write to confirm the terms and conditions of your appointment as an independent non-executive director (an “**Independent Non-executive Director**”) of Microware Group Limited (the “**Company**”):

1. Your appointment as an Independent Non-executive Director shall be governed by the terms of this letter immediately. The term of this appointment letter shall take effect from 5 December 2023 and shall last for a period of three years unless terminated by not less than three months’ notice in writing served by either party on the other.
2. You shall, from 5 December 2023, be entitled to a remuneration of HK\$11,500 per month payable in arrears at the end of each month (or such higher remuneration as may be fixed by the shareholders at the Company’s annual general meetings). You are recommended to seek professional advice as to whether the amount of any remuneration payable to you as a 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.
3. Your appointment is subject to the provisions of the articles of the Company in force from time to time (the “**Articles**”). It is a requirement of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited that you, as an Independent Non-executive Director, should not have in existence certain factors which are considered under Rule 3.13 of the Listing Rules to have impaired your independence. By accepting this appointment, you will be deemed to confirm that you satisfy the requirements to act as an Independent Non-executive Director under the Listing Rules.
4. 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) supervising and providing independent advices to the board of directors of the Company, attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member.
5. 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 Articles, the applicable laws of the Cayman Islands, the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.

6. 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 (together, 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).
7. 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 board of the Company, such consent not to be unreasonably withheld or delayed.
8. You shall at all times, keep the board of directors of the Company 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.
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. Without prejudice to paragraph 1 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.
11. Your signature on the duplicate copy of this letter shall constitute your irrevocable resignation as an Independent Non-executive Director of the Company with effect from the date of expiry of the term of your appointment as specified in paragraph 1 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.
12. 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



Wang Guangbo
For and on behalf of
Microware Group Limited

I, Xu Jianwen, hereby accept my appointment as an independent non-executive director of Microware Group Limited on the terms and conditions as set out above, of which this is a copy.

Signed : 

Xu Jianwen

Date : 5 December 2023