

Certain personal information in this document has been redacted for privacy protection under the Personal Data (Privacy) Ordinance (Cap. 486). The remaining information is considered adequate by the Company and its directors for the purpose of disclosing the nature and significance of this document, and for the Company to fulfil its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

華康生物醫學控股有限公司

(Incorporated in the Cayman Islands with limited liability)

Date: 30 June 2025

Wang Yachun (王亞純)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dear Ms. Wang,

Independent Non-executive Directorship

Subject to the written resolutions of the directors of the Company dated 30 June 2025, we write to confirm your appointment as the independent non-executive director of Huakang Biomedical Holdings Company Limited (the “Company”, together with its subsidiaries, the “Group”), responsible for supervising the Group’s compliance, corporate governance matters and providing independent advice to the Group.

1. Your appointment will take effect from 30 June 2025 for an initial fixed term of three years and will continue thereafter until terminated by either party serving not less than one month’s written notice to the other party. Your appointment is subject to the articles of association of the Company (as amended from time to time) (the “Articles”), pursuant to which, the office of a director of the Company (the “Director”) is required to be vacated under certain circumstances and is subject to retirement by rotation (you may, however, offer yourself for re-election in accordance with the Articles, the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (the “Companies Ordinance”) and the Rules Governing the Listing of Securities on the GEM of the Stock Exchange) (the “GEM Listing

Rules”). Further, under the Articles, the shareholders of the Company may remove any director of the Company by an ordinary resolution at a general meeting. You shall, upon the request of the Company, resign immediately from such office(s) held by you in the Company or any other member of the Group. As the Company was incorporated in the Cayman Islands, your appointment is also subject to the Companies Law, Chapter 22 (Law 3 of 1961, as consolidated and revised) (the “Companies Law”) of the Cayman Islands as amended from time to time.

2. Your remuneration, subject to the approval of the shareholders of the Company (if required), will be HK\$120,000 per annum, which is deemed to accrue on a day-to-day basis, payable in 12 equal monthly instalments in arrears on the last business day of each calendar month. You will not be entitled to any other remuneration. 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 Hong Kong salaries tax and, if so, to include the details of such remunerations in your salaries tax return.
3. As required by the GEM Listing Rules, the Directors are prohibited under the Articles from voting or being counted in the quorum of the meetings of the board of directors of the Company (the “Board”) on any resolution of the Board in respect of any contract or arrangement or proposal in which they or their associates (within the meaning of the GEM Listing Rules) have a material interest. In addition, it is a requirement of the GEM Listing Rules that you, as the independent non-executive Director of the Company, should meet the independence guidelines set out in Rule 5.09 of the GEM Listing Rules. By accepting the appointment, you will be deemed to have represented to the Company and the Stock Exchange that you satisfy the above requirements to act as the independent non-executive director of the Company.
4. You agree to maintain the confidentiality of the confidential information and trade secrets of the Company, including but not limited to, any confidential information and statistics, business plans, operations, technologies, know-how, system and/or the proposed sales, purchase and use of services and products furnished in oral, visual, written and/or other

tangible form and not to disclose such information to and third party without prior consent of the Company.

5. You shall devote such time, attention and skills as may be reasonably required to discharge your duties as an independent non-executive director of the Company and shall faithfully and diligently perform such duties and exercise such powers as are consistent with your office as an independent non-executive director of the Company, including but not limited to attending relevant meetings of the Board and shareholders meetings of the Company and any committee meetings of which you are appointed as a member. You should at all time keep the Board promptly and fully informed of all matters relating to or in connection with the performance and exercise of your independence, duties, and powers under this letter.
6. You shall comply with all laws applicable to the Company and without prejudice to the foregoing including but not limited to Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), any laws and rules in force from time to time relating to duty of confidentiality, dealing in securities and duty of disclosure by directors to the Company and/or any supervisory authority. In addition, you shall comply with the Companies Law, and shall use your best endeavours to procure the Company to comply with the GEM Listing Rules, the rules and regulations enforced by the Stock Exchange from time to time, the Companies Ordinance, the Codes on Takeovers and Mergers and Mergers and Share Buy-backs and all laws, rules, guidelines and practice notes applicable to and required to be complied with by the Company.
7. You shall comply with the code provisions relating to the Board as set out in the Corporate Governance Code (Appendix C1 to the GEM Listing Rules) and Environmental, Social and Governance Reporting Guide (Appendix C2 to the GEM Listing Rules).
8. You shall comply with the rules relating to transactions in securities of the Company (as set out in Rules 5.46 – 5.68 of the GEM Listing Rules).

9. As requested by the GEM Listing Rules, the Articles provide that, subject to certain exceptions contained therein, a director shall not vote on any board resolution approving any contract or arrangement or any other proposal in which he or any of his associates has a material interest nor shall he be counted in the quorum present at the meeting. The GEM Listing Rules further require that none of the factors setting out in Rule 5.09, which may cause your independence to be questioned. Therefore, being an independent non-executive director of the Company, you should not:

- (i) have past or present financial or other interest in the business of the issuer or its subsidiaries or any connection with any core connected person (as such term is defined in the GEM Listing Rules) of the issuer;
- (ii) hold more than 1% of the total issued share (excluding treasury shares) of the Company; or
- (iii) have received an interest in any securities of the Company as a gift, or by means of other financial assistance, from a director, chief executive or substantial shareholder of the Company or any of the subsidiaries of the Company or their respective associates (as defined in the GEM Listing Rules) or the Company itself.

In addition, you have to satisfy the independence requirement of Rule 5.09 of the GEM Listing Rules. Acceptance of the appointment as an independent non-executive director of the Company will constitute your undertaking that you satisfy the independence requirement and agree to notify the Company as soon as practicable if there is any subsequent change of circumstance which may affect your independence.

10. You hereby represent and warrant to the Company that:

- (i) you are not aware of any reason why you are not suitable to act as an independent non-executive director of a company whose securities are listed on the Stock Exchange;

- (ii) 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;
- (iii) there are no factors or circumstances which are relevant in assessing your independence as an independent non-executive director under Rule 5.09 of the GEM Listing Rules;
- (iv) all information contained in Form FF004 to be lodged by you is true, correct and accurate, and no material information has been omitted from Form FF004. You undertake that, in the event that there is any material change in the information disclosed in your Form FF004, YOU SHALL INFORM THE Company in writing as early as possible thereafter;
- (v) You have carefully reviewed the announcement drafted by our company regarding your appointment as an independent non-executive director and confirm that the disclosure information about yourself in the announcement is true, correct, and accurate, and does not omit any material information;
- (vi) You (a) do not hold any position within the Company or any other member of the Group, (b) have not served as a director of any other public company whose securities are listed on any securities market in Hong Kong or overseas in the past three years; (c) have no other significant appointments or professional qualifications except those already disclosed in writing to the Company; (d) have no relationships with any Directors, senior management, major shareholders, or controlling shareholders of the Company; and (e) have no interests in the Company or any of its associated corporations that are required to be disclosed under Part XV of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong); and

- (vii) Except as disclosed, you are not aware of any information that should be disclosed or any matters in which you are involved that require disclosure under paragraphs (h) to (v) of Rule 17.50(2) of the GEM Listing Rules.

11. If you are prohibited or disqualified to be an independent non-executive director of the Company pursuant to the GEM Listing Rules or the Articles and you will not continue acting as a director of the Company, or whenever any one of the events as mentioned under section 9(1) of the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) (the "Employment Ordinance") occurred, your appointment and this letter of appointment will be terminated forthwith by way of summary procedure by the Company. If the Company become aware or a competent court of jurisdiction ruled that the Company does not have the right to terminate your appointment by way of the above-mentioned summary procedure, the Company shall, after the occurrence of any event mentioned above, terminate your appointment and this letter of appointment by serving you the shortest notice period as stipulated under the Employment Ordinance. Under this circumstance, the "agreed period" as referred to in section 6(2)(c) of the Employment Ordinance is 7 days.

12. You hereby undertake with the Company that you shall:

- (i) in acting as agent for each shareholder of the Company, observe and comply with your obligations to shareholders stipulated in the Articles;
- (ii) provide an annual confirmation of your independence to the Company and shall inform the Company in writing as soon as practicable if there is any subsequent factor or change of circumstances which may affect your independence; and
- (iii) in the event of, and promptly after becoming aware of, the occurrence of or the pending or threatened occurrence of any event that would render the representations and warranties as set out in Clause 10 untrue, inaccurate, misleading or would otherwise cause or constitute a breach of any of such representations and warranties, shall promptly give detailed notice thereof to the Company.

13. The Company shall reimburse you for all expenses properly and reasonably incurred from the discharge of your duties including the expenses of obtaining professional opinions from the financial and legal advisers of the Company or from any other independent financial and legal advisers for the purpose of discharging your duties, provided that you provide the Company with all appropriate receipts and vouchers.
14. You hereby acknowledge and agree that all documents, record, correspondences, accounts, statistics, equipment or other property forming part of or relating to (as the case may be) the confidential information and the businesses or affairs of the Company or any other member or associated company of the Group (as the case may be) kept in the possession or under the control of you and all copies thereof or extracts therefore (in whatever form they may be kept) made by or on behalf of you (collectively, the "Company Documents") are and shall remain the property of the Company or such other member of the Group (as the case may be). You hereby undertake that, upon your ceasing to be a director of the Company or the termination of this appointment howsoever arising, you shall at any time and from time to time and at the request of the Company forthwith return and deliver all the Company Documents to the Company.
15. You shall not at any time make any untrue or misleading statement in relation to the Group.
16. You shall not make any oral or written statement or communication (or cause or procure such statement or communication to be made) to any media regarding or involving any matter about any member of the Group, unless with prior written consent of the Company.
17. During your term of appointment, you shall not directly or indirectly carry on or be engaged or involved in any trade, business or undertaking which competes directly or indirectly with the business of the Company or any of its group companies unless written consent from the Board has been obtained and such consent may be subject to conditions or, upon election by the Board, withdrawn at any time.

18. Your term of appointment shall be terminated in the following circumstances, whichever is the earliest:

- (i) expiration of the term of appointment as set out in Clause 1 above;
- (ii) termination of your office as required pursuant to the Articles or any applicable laws, rules and regulations; and
- (iii) termination by either the Company or you by giving to other party three months' notice in writing.

19. You shall have no claim against the Company for loss of office or damages or compensation by reason of the termination of your appointment other than for any fee payable and expenses due to you under Clause 13 pursuant to the terms of this appointment upon your ceasing to be a director of the Company.

20. Termination of this appointment shall not affect the continued application of Clauses 4 and 14 and the then accrued rights and liabilities of you and the Company under this appointment.

21. You hereby undertake to the Company to provide, pursuant to the requirements of the GEM Listing Rules, immediately upon your resignation as an independent non-executive director, an up-to-date contact information, including an address for correspondence from and service of notices and other documents by the Stock Exchange and telephone number.

22. 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, list of suppliers, 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 shall not be entitled to and shall not retain any copies thereof. Ownership and copyright therein shall be vested in the Company.

Yours sincerely,

For and on behalf of

Huakang Biomedical Holdings Company Limited



Name: Poon Lai Yin Michael (潘禮賢)

Title: Director

Date: 30 June 2025

Confirmation and agreed:



Name: Wang Yachun (王亞純)

PRC Passport no.:



Date: 30 June 2025