

ESR GROUP LIMITED

Date:

Name: Ms. Serene Nah Siew Noi

Address: 13A Brighton Avenue, Singapore 559247

Dear Ms. Nah,

APPOINTMENT AS AN 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 ESR Group Limited (the “**Company**”):

1. Reference is made to the existing appointment letter entered into between your goodself and us on 19 April 2022 which is due to expire on 18 April 2025. Your renewed appointment as an Independent Non-executive Director shall be governed by the terms of this appointment letter which shall take effect from 19 April 2025 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 13.
2. You shall, from the date of your appointment, be entitled to a remuneration of HK\$ 575,000 per annum payable in advance at the beginning of each month (subject to review by the board of directors of the Company (the “**Board**”) from time to time or as may be fixed by the shareholders at the Company’s general meetings) to an account specified by you. Where you hold office as a Director for part only of the period in respect of which such fee is payable, you shall be entitled to be paid the proportion of the fee relating to the period during which you have held office. 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. You are responsible for making contributions (if any) which you are legally required to make to a Mandatory Provident Fund as a “self-employed person” pursuant to the Mandatory Provident Fund Schemes Ordinance (Cap. 485 of the Laws of Hong Kong). The Company shall reimburse you for all reasonable out of pocket expenses necessarily incurred in carrying out your duties or in response to any requests by the Company or the Board to perform any duty or services 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 faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Independent 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 C of the Rules Governing the Listing of Securities on the Stock Exchange (as amended and supplemented from time to time) (the “**Listing Rules**”). These will include (but will not be limited to) participating in board meetings of the Company (the dates and details of which will be notified to you in advance) to bring an independent judgement to bear on issues of strategy, policy, performance, accountability, resources, key appointments and standards of conduct; taking the lead where potential conflicts of interests arise; serving on the committees of the

Board that you are reasonably requested to serve on; and scrutinising the Company's performance in achieving agreed corporate goals and objectives, and monitoring the reporting of performance.

5. In the discharge of your duties and functions as an Independent Non-executive Director, subject to the terms of this appointment letter, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations, policies and procedures 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 regulatory body. In addition, you shall observe, and use all reasonable 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 Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs (collectively, the "**Relevant Rules**").
6. You shall comply where relevant with every rule of law, every regulation of the Stock Exchange or other market on which you or your close associates (as defined in the Listing Rules) deals in any securities of the Company (or any securities referenced to any securities of the Company) and every regulation and the Articles in force for the time being in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to unpublished inside information affecting the shares, debentures or other securities of any company in the Group, provided always that in relation to overseas dealings, you shall also comply with all laws of the state and all regulations of the stock exchange, market or dealing system on which such dealings take place.
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 Group or divulge or communicate to any person (save where required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body or where required by the laws or regulations of any country) any trade secret or confidential information concerning the business or affairs of the Group which may have come to your knowledge, 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; or
 - (b) use for your own purpose or for any purposes other than those of the Group or those permitted by the Investor Exception any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Groupbut 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 (a) submit to the Company and the Stock Exchange annually a written confirmation of independence covering the matters required under the Listing Rules and that there are no other factors that may affect your independence and (b) inform the Company and the Stock Exchange as soon as practicable if there is any subsequent change of circumstances which may affect your independence pursuant to Rule 3.13 of the Listing Rules.
9. Whilst your appointment will not be of a full-time nature, you will be required to devote such of your time to your appointment as is necessary to perform your duties to the satisfaction of the Board (acting reasonably). You owe a fiduciary duty to the Company and are subject to duties under the Relevant Rules, including the duty to act honestly and exercise reasonable

diligence in the discharge of the duties of your office. Where you may be a party to, or otherwise interested in, any relevant transaction or arrangement or relevant proposed transaction or arrangement involving the Company and/or any member of the Group, you are required to disclose your interest and comply with the relevant provisions in relation to disclosure and approval of such transaction or arrangement under the Relevant Rules.

10. You shall not, during the term of your appointment, 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 relationship with any Group company without the prior written consent of the Board, such consent not to be unreasonably withheld or delayed.
11. You shall at all times during the term of your appointment keep the Board promptly informed (in writing if so requested) of any of your interests in any business which competes or is likely to compete, either directly or indirectly, with the Group's business from time to time, in each case to enable the Company to comply with the disclosure requirement under Rules 8.10(2)(b) and (c) of the Listing Rules.
12. You shall promptly upon request by the Company or in any event promptly upon request by the Company upon your ceasing to be an Independent Non-executive Director deliver up to the Company all documents, papers and records which have come into and then remain in your possession as a director of the Company and which have not been developed independently by you, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
13. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate upon you ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws, or upon any resolution for your removal as a director of the Company becoming effective after having been duly proposed and resolved by the members of the Company in general meeting, or where you are not re-elected as a director having submitted yourself for re-election in general meeting.
14. The information collected from you in your consent to act and your declarations previously provided is for the purposes of processing your appointment as Director. Such information provided by you, and any further information that you may subsequently provide, may be disclosed to:
 - (c) any member of the Group; and/ or
 - (d) any service providers to any member of the Group.may be incorporated in the announcements and circular to shareholders of the Company and you hereby consent to such disclosure for these and any other purposes of the Company.
15. Your signature on the duplicate copy of this appointment letter shall constitute your irrevocable resignation as an Independent Non-executive Director with effect from the date of expiry of the term of your appointment as specified in paragraph 1 above, provided that if the Company agrees with you in writing that you will serve as a director of the Company until a later date then the effective date of your resignation shall be as of such later date, or any further extension of time agreed in writing as aforesaid.
16. This appointment letter constitutes the entire agreement and supersedes any previous agreements between you and the Company relating to your directorship of the Company.
17. 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.

18. This appointment letter does not constitute a contract of employment between you and the Company.
19. 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, Serene Nah Siew Noi, hereby accept my appointment as an Independent non-executive director of ESR Group Limited on the terms and conditions as set out above, of which this is a copy.

Signed :



Serene Nah Siew Noi

Date :