

PERSONAL-IN-CONFIDENCE

Date: 15 January 2025

Mr Li Pui Ho

Dear Mr. Li,

Reference is hereby made to the letter of appointment entered into between Twintek Investment Holdings Limited (the "Company") and your good self on 30 August 2023 (the "Letter of Appointment"). Capitalized termed used in this letter shall have the same meanings ascribed to them in the Letter of Appointment.

The Company would like to notify you that your Letter of Appointment has been renewed and the term for renewal of the Letter of Appointment shall be 17 January 2025 to 16 January 2027.

Save as set above, same terms as set out in the Letter of Appointment shall remain valid and binding.

For and on behalf of Twintek Investment Holdings Limited

Certain personal information (being the residential address and sensitive personal

financial adviser to the Company 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.

data of the individual concerned) contained in this document has been redacted. The remaining information is

considered as adequate by (i) the Company and its directors, (ii) the

Director

## Twintek Investment Holdings Limited 乙德投資控股有限公司

Name:	Mr. Li Pui Ho		
Address:			

Dear Sir,

Date:

## APPOINTMENT OF NON-EXECUTIVE DIRECTOR

30 August 2023

We hereby write to confirm the terms and conditions of your appointment as a non-executive director (a "Non-executive Director") of Twintek Investment Holdings Limited (乙德投資控股有限公司) (the "Company"):

- Your appointment as a Non-executive Director shall be governed by the terms of this letter.
   The term of this appointment letter shall take effect on 1 September 2023 and shall last for a period of two years unless terminated by not less than three months' notice in writing served by either party on the other.
- 2. During the term of this letter, you shall be entitled to an annual director's fee of Hong Kong Dollars 200,000 or such higher sum as the Company may from time to time decide, payable in four (4) equal quarterly installments of Hong Kong Dollars 50,000 which shall accrue from day to day and be payable in arrears on or before the last day of the last month of a quarter. If you commence on a date other than the first day of a month, you shall be paid a remuneration on a pro-rata basis for the month according to the days he worked.
- 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 at the next annual general meeting of the Company after his appointment, if the director is appointed by the Board (they may, however, offer themselves for re-election).
- 4. You shall devote such of your time and your attention and skill as may reasonably be required to discharge the duties of your position as a Non-executive Director, and faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a Non-executive Director. These will include (but not limited to) providing advice 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 (if applicable).
- 5. In the discharge of your duties and functions as a 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 Rules

Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "Listing Rules") and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.

- 6. You shall comply with applicable laws and requirements of the Stock Exchange and the Articles in force from time to time in relation to dealings in shares, debentures or other securities of the companies in the Group by directors of the Company and in relation to unpublished inside information affecting the shares, debentures or other securities of any company in the Group.
- 7. You shall not, either during the term of your appointment as a Non-executive Director or thereafter:
  - (a) use to the detriment or prejudice of 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 board of the Company, such consent not to be unreasonably withheld or delayed.
- 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 and/or which competes or is likely to compete, either directly or indirectly, with the Group's business from time to time, to enable the Company to comply with the disclosure requirement under Rule 8.10(2)(b) and (c) of the Listing Rules.
- 10. You shall promptly upon request by the Company or in any event upon your ceasing to be a 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.
- 11. 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.
- 12. Your signature on the duplicate copy of this letter shall constitute your irrevocable resignation as a 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 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. 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.
- 14. Save as expressly provided herein, a person who is not a party to this 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 letter.

[The remainder of this page is intentionally left blank]

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 Twintek Investment Holdings Limited

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Fung Pik Mei

Director

I, Li Pui Ho, hereby accept my appointment as a non-executive director of Twintek Investment Holdings Limited on the terms and conditions as set out above, of which this is a copy.

Signed |

Date

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