

Novacon Technology Group Limited
連成科技集團有限公司
(the "Company")
(incorporated in the Cayman Islands with limited liability)

To: Wei Ming (衛明)

Date: 07 APR 2019

Dear Mr. Wei

Re: Appointment of Non-executive Director of the Company

1. We are pleased to confirm your appointment (the "**Appointment**") as a non-executive director of the Company for a fixed term of three years commencing from the date on which dealings in the shares of the Company on GEM of The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") first commence and renewable automatically for a successive term of three years each commencing from the expiry of the then current term of your appointment, subject to the rotation, removal, vacation, termination of such office or disqualification as set out in this letter of appointment, the articles of association of the Company (the "**Articles**"), the Companies Law (as revised) of the Cayman Islands (the "**Companies Law**") and the Rules Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited (the "**GEM Listing Rules**"), each as amended from time to time.
2. Your ordinary remuneration will be nil annually payable by 12 monthly instalments of nil each on the last day of every calendar month (or a pro rata amount for an incomplete month). Your remuneration shall be subject to review by the remuneration committee of the board of directors of the Company (the "**Board**") and shareholders' approval at the Company's general meetings. You are not entitled to the benefits or other entitlements which are available to the employees of the Company.
3. By acceptance of the Appointment, you also agree and acknowledge that you only enter into the Appointment as a contract for service on your own account and not as an employee (as that term is defined in the Employment Ordinance (Chapter 57 of the Laws of Hong Kong)). 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 remuneration in your salaries tax return.
4. You will undertake the responsibilities of a non-executive director, as set out in the GEM Listing Rules, the Companies Law and the Articles, and you will comply with all applicable laws and regulations, including the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the "**SFO**") and rules made thereunder, and in particular:
 - (a) you will comply with the applicable provisions of the GEM Listing Rules (as amended from time to time), including but not limited to (i) the provisions relating to directors and securities transactions by directors as set out in Chapter 5 of the

GEM Listing Rules, (ii) the provisions of the Corporate Governance Code as set out in Appendix 15 to the GEM Listing Rules, (iii) the Codes on Takeovers and Mergers and Share Buy-backs, and (iv) other applicable laws and regulations;

- (b) you will perform your fiduciary duties to the Company, help the Board to provide the Company with effective leadership and ensure the continuing effectiveness of the management team and the high standards of probity within the Company;
 - (c) you will attend general meetings of the Company, meetings of the Board and of any committees, including but not limited to the audit committee, the remuneration committee and the nomination committee of the Company, to which you may be appointed as a member. If you are unavoidably unable to attend, as much prior notice as possible should be given to the chairman of the Board;
 - (d) you will disclose to the Board all other directorships and other (direct or indirect) interests, employments, consultancies or associations held by you including all interests in shares required to be disclosed by you under the SFO and all interests in any business which may be competing with the business of the Company and its subsidiaries from time to time. You will also keep the Board informed on a continuing basis of all changes to such arrangements;
 - (e) you will not undertake any management function, nor have any financial or other interests in the business of the Company or any of its subsidiaries; and
 - (f) you undertake to inform the Board if you cease to qualify, or if you come to know of any circumstances which may render you being no longer qualified as a non-executive director of the Company under the GEM Listing Rules, the Companies Law or the Articles or other applicable rules and regulations. If the Board or the Stock Exchange considers that you are no longer qualified as a non-executive director of the Company and inform you thereof, your appointment will terminate automatically and you shall tender your resignation as a non-executive director or, at the absolute discretion of the Board, you will be redesignated as an executive director of the Company.
5. Without prejudice to any accrued rights or remedies of either party under or pursuant to this letter of appointment, either party may, after the expiry of the first three years of your service under this letter of appointment, terminate the Appointment with or without cause by giving to the other party not less than three months' notice in writing, provided that the Company may terminate the Appointment at any time by payment of remuneration in lieu of notice.
6. Without prejudice to any accrued rights or remedies of either party under or pursuant to this letter of appointment, the Company shall be entitled (but not obliged) to terminate the Appointment without any compensation to you by summary notice in writing with immediate effect if you at any time:
- (a) are disqualified to act as a director of the Company under the Articles, any applicable laws, the Codes on Takeovers and Mergers and Share Buy-backs or any rules prescribed by the Stock Exchange;

- (b) are publicly censured or criticised by the Stock Exchange or the Securities and Futures Commission and the Board is of the reasonable view that retention of office by you is prejudicial to the interests of the Company or shareholders of the Company as a whole;
 - (c) are guilty of any dishonesty, gross misconduct or wilful neglect of duty or commit any material breach of the terms of this letter of appointment;
 - (d) become bankrupt or make any arrangement or composition with your creditors or have a receiving order made against yourself;
 - (e) are convicted of any criminal offence (other than an offence which in the reasonable opinion of the Board does not affect your position in the Company); or
 - (f) are otherwise prohibited by law from fulfilling your duties hereunder.
7. As required by the GEM Listing Rules, the directors of the Company are prohibited under the Articles from voting at or being counted in the quorum on any resolution of the Board approving any contract or arrangement or any other proposal in which they and their associates (within the meaning of the GEM Listing Rules) are, to their knowledge, materially interested.
8. You shall be covered by any directors' and officers' liability insurance policy that the Company shall take out for the Board.
9. You are aware that the information in relation to the business, finance, transactions or other matters and affairs of the Company or any of its subsidiaries which you may have access to during the Appointment is confidential in nature. You undertake to keep such information in strictest confidence and to use such information only for the purpose of discharging your duties as a non-executive director of the Company. You further undertake not to disclose to any third party or use or permit to be used such information otherwise than permitted herein, whether during the Appointment or after the end or termination of the Appointment. You shall not at any time (including during the Appointment or after the end or termination of the Appointment):
- (a) disclose in any form the confidential information in relation to the Company or any of its subsidiaries to any third party but disclosure to the relevant employees of the Company and the professionals employed by the Company if such disclosure is necessary for the performance of your responsibilities as a director of the Company shall not fall within this restriction;
 - (b) use in any form the confidential information in relation to the Company or any of its subsidiaries for the benefit of yourself and/or your associates; and
 - (c) knowingly let the confidential information of the Company or any of its subsidiaries be divulged but the information which may be obtained by the public (which is not due to your fault or omissions) do not fall within this restriction.
10. All the records, memoranda, reports, documents, etc. which require your access or to which you have access during the Appointment are the properties of the Company. You

shall return the same to the person(s) designated by the Board upon the expiry or termination of the Appointment or at the request of the Board during the Appointment. At the request of the Company and on the condition that the Company is liable for the expenses, you agree to execute such other contracts, undertakings or confirmations with the Company in which you accept such other restrictions as may be reasonably imposed by the Company in relation to its products and/or services, for such districts and time limit (or whatever is applicable under that condition) in order to protect the reasonable interests of the Company and/or any of its subsidiaries.

11. This letter of appointment constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter. This letter of appointment shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

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Yours faithfully

For and on behalf of

Novacon Technology Group Limited (連成科技集團有限公司)



Name : Chung Chau Kan

Title : Director

I, Wei Ming (衛明) , hereby accept my appointment as a non-executive director of Novacon Technology Group Limited (連成科技集團有限公司) on the terms and conditions set out in this letter of appointment.

Date :

07 APR 2019

Signed: _____

Wei Ming (衛明)