

**PERFECT GROUP INTERNATIONAL HOLDINGS LIMITED**

**Private & Confidential**

1 August 2024

**Ng Wang Pun Dennis**

Dear Sir,

**Re: Appointment as an independent non-executive director of Perfect Group International Holdings Limited (the “Company”, and together with its subsidiaries, the “Group”)**

You were first appointed as an independent non-executive director of the Company on 1 August 2024. This letter of appointment serves to regulate the relationship between you and the Company.

The terms and conditions of your appointment are as follows:

1. You should serve the Company as an independent non-executive director for a term commencing on 1 August 2024 to 31 July 2027 unless earlier terminated by either party upon giving three months’ written notice to the other party or otherwise in accordance with Clause 3 below, subject to the provisions in the articles of association of the Company and the Rules (the “**Listing Rules**”) Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) regarding retirement of directors of the Company. You agree that the Company may disclose the reason(s) for your resignation in the announcement of the Company in accordance with the requirements of the Listing Rules.
2. The monthly director’s fee payable by the Company to you will be HK\$18,000 for the month commencing on 1 August 2024. Such fee shall be payable in arrears at the end of each month.
3. You shall devote such of your time, your attention and skill as may reasonably be required to the duties of your position as an independent non-executive director and 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 be limited to, attending meetings of the board (the “**Board**”) of directors and any Board committee of which you become a member and general meetings of the Company. During the term of your appointment, you will also serve as a member of the committees for reviewing and making decisions on transactions relating to the Group.
4. You represent and warrant that you are not aware of any reason which may render you unsuitable to act as an independent non-executive director of the Company as at the date of this letter of appointment and you shall forthwith notify the Board in writing upon the occurrence of any circumstances which may render you unsuitable to act as an independent non-executive director of the Company.
5. Subject to the articles of association of the Company, this letter of appointment may be terminated forthwith by the Company without prior notice or compensation if you shall at any time:

- (a) commit any irredeemable or serious or persistent breach of any of the provisions in this letter of appointment;
  - (b) commit any act of dishonesty whether relating to the Company, its employees or otherwise;
  - (c) be guilty of any gross or serious misconduct or wilful neglect in the discharge of your duties under this letter of appointment;
  - (d) be adjudged bankrupt, or become unable to pay your debts as they fall due or make any arrangement or composition with your creditors generally or have a receiving order made against you;
  - (e) become of unsound mind or mentally incapacitated;
  - (f) be convicted of any criminal offence (other than an offence which, in the reasonable opinion of the Board, does not affect your ability to fulfil your duties and obligations hereunder or adversely affect the Company's reputation);
  - (g) become permanently incapacitated by accident or ill-health so as to prevent you from performing your duties under this letter of appointment and for the purpose of this paragraph, incapacity for six consecutive months or for an aggregate period of nine months in any period of twelve months shall be deemed to be a permanent incapacity; or
  - (h) become prohibited by law from acting as a director or be removed from office or fail to be re-elected as a director by any resolution of the shareholders of the Company in general meeting or fail to offer himself for re-election or not be re-elected as a director when he offers himself for re-election at the next annual general meeting of the Company or the next general meeting if he is appointed to fill a casual vacancy to the Board.
6. Termination of your appointment shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination. You shall have no claim against the Company for damages or otherwise by reason of termination of your appointment, other than for any remuneration due under Clause 2.
  7. You shall not, during the term of your appointment and for one year thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business of enterprise which competes or is likely to compete or has a significant business relation with any member of the Group without the prior written consent of the Board, such consent not to be unreasonably withheld or delayed.
  8. You shall at all times keep the Board 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 Group. Without prejudice to the foregoing provisions, in the event any circumstance arises during the term of your appointment which requires you to seek independent legal advice in relation to your responsibilities as an independent non-executive director of the Company, the Company shall reimburse you all reasonable legal costs incurred.
  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 an independent non-executive 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 any proper authorisation of the Board, you must not make any statements on behalf of the Company or concerning the Group to the press, media, venture capitalists, brokers, banks, financial analysts and/or anyone associated with the stock market or the investor community.
11. This letter of appointment shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and you and the Company each submit to the non-exclusive jurisdiction of the Hong Kong courts in the determination of any dispute arising hereunder.

If the above terms and conditions of appointment are acceptable to you, please sign, date and return to us a duplicate of this letter.

For and on behalf of  
**Perfect Group International Holdings Limited**



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Chung Chi Keung  
Director

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I hereby accept the above terms of my appointment as the director of the Company.



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Ng Wang Pun Dennis

Date: 1 August 2024