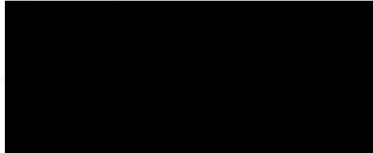


LOTUS HORIZON HOLDINGS LIMITED
智中國際控股有限公司

31 March 2021

Mr. Ma Tsz Chun



Dear Sirs

IMPORTANT NOTE REGARDING REDACTION

Notice of Redacted Information: Please take notice that certain information contained in this document has been redacted. Specifically, the residential address of the individual concerned in this document has been redacted from this copy. The reason for such redaction is to protect the personal privacy of the individual in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

Confirmation of Adequacy: The remaining information is considered adequate by Lotus Horizon Holdings Limited (the "**Company**") and its directors for the purpose of disclosing the nature and significance of the document, and for the Company to fulfil its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

LETTER OF APPOINTMENT
APPOINTMENT OF INDEPENDENT NON-EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of your appointment as an independent non-executive director of Lotus Horizon Holdings Limited (the "**Company**"), on the following terms:

1. Your appointment as an independent non-executive director shall be extended from 31 March 2021 for a term of THREE years, renewable automatically for successive terms of one year each commencing from the day next after the expiry of the then current term of your appointment, unless terminated by not less than one month's notice in writing served by either party on the other at the end of the aforementioned three-year term and any time thereafter. Your appointment shall be subject to retirement by rotation and re-election at the Company's annual general meeting in accordance with the articles of association of the Company in force from time to time (the "**Articles**"), subject to paragraphs below and/or the provisions of the Companies Ordinance (Chapter 622 of the laws of Hong Kong) and the Rules (the "**Listing Rules**") Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") and the Companies Act of the Cayman Islands, in force from time to time. You may offer yourself for re-election.
2. In consideration of your agreeing to accept this extension of term, you shall be entitled to a remuneration of HK\$180,000 per annum or a pro-rata amount for any incomplete year (or such higher remuneration as may be fixed by the board of directors of the Company (the "**Board**"), the remuneration committee of the Company and/or by the shareholders in annual general meetings of the Company) payable in quarterly instalments in arrears on the last business day of March, June, September and December.
3. For the duration of your appointment, you shall not be required to hold office in the Company. It is a requirement under the Listing Rules that you, as an independent non-executive director, should not, among other things, undertake any management function, nor have any past or present financial or other interests in the Company or any of its subsidiaries. A holding of not more than one (1) per cent of the shares of the Company or any of its subsidiaries is, however, permitted, so long as the shareholding is and was not acquired as a gift or with any financial assistance from any director, chief executive or substantial shareholder of the Company or any of its subsidiaries or an associate of any of them. By accepting the appointment hereunder, you will be deemed to have represented to the Company and the Stock

Exchange that you satisfy the relevant independence requirements as set out in the Listing Rules to act as an independent non-executive director of the Company.

4. During the term of your appointment, you shall provide objective and independent advice to the Board based on your experience, to maintain a high standard of corporate governance among the management of the Company. As an independent non-executive director, you shall (i) attend Board meetings of the Company, and provide independent judgement or advice on issues involving strategies, policies, accountability, performance, responsibilities, resources, key appointments and standard of conduct; (ii) take the leading role in case of potential conflict of interests for matters involving other directors of the Company; (iii) conduct an annual review of the enforcement of the non-competition undertakings by the controlling shareholders of the Company and assist the Company to decide whether or not to take up any new investment opportunity referred to the Company under the terms of the non-competition undertakings; and (iv) be provided with sufficient resources by the Company, to which you shall check and observe whether the performance of the Company has achieved its goals and objectives. In addition, you may have to hold concurrent positions of committees established by the Board from time to time.
5. In the discharge of your duties and functions as an independent non-executive director of the Company, you shall observe and comply with all reasonable directions from, 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 of the Company to the Company and/or any other regulatory body. In addition, you, as a director of the Company, shall observe, and use your best endeavours to procure that the Company observes, the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs and any other laws, rules and regulations applicable to the Company.
6. You shall not, either during the term of your appointment as an independent non-executive director of the Company or thereafter:
 - (a) use to the detriment or prejudice of the Company and its subsidiaries (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).
7. Notwithstanding the preceding paragraph, if at any time during the term of your appointment hereunder you shall:
 - be found guilty of fraud or other gross misconduct, or gross incompetence or habitual neglect of duty, or commit any other material breach of this agreement;

- act in any manner (whether in the course of your duties or otherwise) which is likely to bring you or the Company into disrepute or prejudice the interests of the Company;
- be convicted of any criminal offence involving your integrity or honesty;
- be guilty of continuing unsatisfactory conduct or poor performance of your duties, after having received a written warning from the Company relating to the same; or
- be or become prohibited by law from being a director,

the Company may terminate your appointment hereunder forthwith without any notice or payment in lieu of notice and upon such termination you shall not be entitled to any payment whatsoever or to claim any compensation or damages in respect of such termination.

8. In the event that you are not re-elected at an annual general meeting of the Company, the Company may terminate your appointment hereunder forthwith without any notice or payment in lieu of notice and upon such termination you shall not be entitled to any payment whatsoever or to claim any compensation or damages in respect of such termination.
9. In the event that your appointment is terminated, you shall forthwith resign in writing from all directorships, trusteeships and other offices you may hold from time to time with the Company without compensation for loss of office and to execute an acknowledgment under seal to the effect that you have no claims against the Company or any other member of the Group (as the case may be) for compensation for loss of office, remuneration, severance payments or otherwise. In the event of your failure to comply with your obligations under this paragraph, you hereby irrevocably and unconditionally authorise the Company to appoint some person in your name and on your behalf to sign or execute any documents and/or do all things necessary or requisite to give effect to such resignations as referred to in this paragraph.
10. 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.
11. This letter of appointment relates to your appointment as an independent non-executive director of the Company only. At no time shall you hold yourself out as being an employee of the Company. For the avoidance of doubt, you are not entitled to any employment-related benefits or other benefits from the Company, save and except you may, at the discretion of the Board, be granted share options entitling you to subscribe for shares in the Company under any share option scheme from time to time adopted by the Company in accordance with the terms and conditions of such share option scheme.
12. You shall be responsible for your own income tax. You are recommended to seek professional advice on whether any remuneration payable to you as 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.
13. The Company will arrange and maintain a Directors' and Officers' Liability Insurance in your favour during the continuance of your directorship with the Company.

14. This letter of appointment cancels, supersedes and substitutes all previous letters of engagement, agreement and arrangement (whether oral or in writing) regarding your appointment as an independent non-executive director of the Company between the Company and you all of which shall be deemed to have been terminated by mutual consent. This letter of appointment constitutes the entire terms and conditions of your appointment and no waiver or modification thereof shall be valid unless in writing, signed by the parties and only to the extent therein set forth.
15. Upon your acceptance of the appointment of independent non-executive director by the Company, you represent expressly to the Company and the Stock Exchange that you comply with Rule 3.13 of the Listing Rules.

The terms set out in this letter, your acceptance thereof and the agreement arising therefrom 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.

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
Lotus Horizon Holdings Limited



Chu Kwok Fun 朱國歡
Executive director

[The remainder of this page is intentionally left blank]

I accept my appointment as an independent non-executive director of Lotus Horizon Holdings Limited on the terms and conditions as set out above.

A handwritten signature in blue ink, appearing to be 'Ma Tsz Chun', followed by a horizontal line.

Ma Tsz Chun 馬時俊