

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: Moo Kai Pong (巫啟邦)

Date: 07 APR 2019

Dear Mr. Moo

Re: Appointment of Independent Non-executive Director of the Company

1. We are pleased to confirm your appointment (the "**Appointment**") as an independent 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 HKD120,000 annually payable by 12 monthly instalments of HKD10,000 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 an independent 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 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 and bring an objective and independent view borne by your outside experience to the Company, bring an independent judgement to bear on issues of strategy, policy, performance, accountability, resources, key appointments and standards of conduct, 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. The holding of not more than one per cent of the shares of the Company or any of its subsidiaries is, however, permitted, so long as the share(s) is/are and was/were not acquired as a gift or by means of other financial assistance from (i) any director, chief executive or substantial shareholder (as each of such terms are respectively defined in the GEM Listing Rules) of the Company or any of its subsidiaries or their respective close associates (as defined in the GEM Listing Rules); or (ii) from the Company. Nevertheless, you may receive shares or interests in securities from the Company or its subsidiaries (but not from core connected persons (as defined in the GEM Listing Rules)) as part of your director's fee or pursuant to share option schemes established in accordance with Chapter 23 of the GEM Listing Rules; 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 no longer qualified as an independent 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 considers that you are no longer qualified as an independent non-executive director of the Company and inform you thereof, notwithstanding any other provisions of this letter of appointment, you shall resign as an independent non-executive director of the Company or, at the absolute discretion of the Board, you will be re-designated as a non-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. In addition, it is provided in the GEM Listing Rules that your goodself, as an independent non-executive director, should meet the independence guidelines set out in Rule 5.09 of the GEM Listing Rules. By accepting the Appointment, you will be deemed to have warranted and represented to the Company and the Stock Exchange that you satisfy the independence guidelines set out in Rule 5.09 of the GEM Listing Rules to act as an independent non-executive director.

8. **You hereby represent and warrant to the Company that:-**

- a. you and your immediate family members (as defined in Rule 20.10(1)(a) of the GEM Listing Rules) do not hold more than one (1) per cent of the total issued share capital of the Company, whether legally or beneficially, as at the date of this appointment letter;
- b. you and your immediate family members (as defined in Rule 20.10(1)(a) of the GEM Listing Rules) have not received any interests in any securities of the

Company as a gift, or by means of other financial assistance, from a core connected person (as defined in the GEM Listing Rules) of the Company or the Company itself;

- c. you and your immediate family members (as defined in Rule 20.10(1)(a) of the GEM Listing Rules) are not a director, partner or principal of any professional adviser which currently provides or has within two (2) years immediately prior to the date of your proposed appointment provided services, nor are an employee of such professional adviser who is or has been involved in providing such services during the same period, to (i) the Company, its holding company or any of their respective subsidiaries or core connected persons, or (ii) any person who was a controlling shareholder of the Company, or where there was no controlling shareholder, any person who was the chief executive or a director (other than an independent non-executive director) of the Company within two years immediately prior to the date of your proposed appointment, or any of their close associates;
- d. you and your immediate family members (as defined in Rule 20.10(1)(a) of the GEM Listing Rules) currently, or within one year immediately prior to the date of your proposed appointment, do not have any material interest in any principal business activity of or are not involved in any material business dealings with the Company, its holding company or their respective subsidiaries or with any core connected persons of the Company;
- e. you and your immediate family members (as defined in Rule 20.10(1)(a) of the GEM Listing Rules) are not on the board of directors of any company specifically to protect the interest of an entity whose interests may not be the same as those of the shareholders of the Company as a whole;
- f. you and your immediate family members (as defined in Rule 20.10(1)(a) of the GEM Listing Rules) are not and was not connected with any director, the chief executive or any substantial shareholder of the Company within two (2) years immediately prior to the date of your proposed appointment;
- g. you and your immediate family members (as defined in Rule 20.10(1)(a) of the GEM Listing Rules) are not and have not at any time during the two (2) years immediately prior to the date of your proposed appointment been, an executive or director (other than an independent non-executive director) of the Company, of its holding company or of any of their respective subsidiaries or of any core connected persons of the Company;
- h. you are not financially dependent on the Company, its holding company or any of their respective subsidiaries or core connected persons of the Company;
- i. you and your immediate family members (as defined in Rule 20.10(1)(a) of the GEM Listing Rules) do not have any past or present financial or other interest in the business of the Company or its subsidiaries or have any connection with any core connected person (as defined by the GEM Listing Rules) of the Company; and
- j. there are no other factors which are relevant in assessing your independence as a

director of the Company under Rule 5.09 of the GEM Listing Rules.

9. You undertake to the Company (a) to inform the Company as soon as possible if there is any subsequent change of circumstances which may affect your independence in relation to your appointment as an independent non-executive director of the Company; and (b) to provide an annual confirmation of your independence to the Company.
10. You shall be covered by any directors' and officers' liability insurance policy that the Company shall take out for the Board.
11. 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 an independent 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.
12. 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.
13. 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, Moo Kai Pong (巫啟邦), hereby accept my appointment as an independent 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: 
Moo Kai Pong (巫啟邦)