TONTINE

# CHINA TONTINE WINES GROUP LIMITED
# 中國通天酒業集團有限公司

*(Incorporated in Bermuda with limited liability)*
(Stock Code: 389)

## Appointment Letter

Date: 1 September 2026

**BY HAND**

Mr. Xu Gaosheng (徐高升)

Dear Sir,

**China Tontine Wines Group Limited (中國通天酒業集團有限公司) ("Company")**
**Appointment as an Executive Director**

We hereby write to confirm below the terms of your appointment as an executive director of the Company.

1. You shall, subject as hereinafter provided, be appointed as an executive director of the Company ("**Appointment**").

2. Your appointment shall commence on 1 September 2026 for two years unless and until terminated by either the Company or you giving to the other not less than three (3) months' notice in writing to determine the same subject to the termination set out in Clause 10 below.

3. Your Appointment is subject to the provisions of the Company's by-laws ("**By-laws**") in force from time to time including, but not limited to, the removal provisions and provisions on retirement by rotation of the directors set out in the By-laws.

4. You shall discharge such responsibilities as are appropriate to your position as an executive director of the Company, including serving as member in board committees (e.g. remuneration committee, nomination committee and audit committee). These will include attending meetings of the board of directors of the Company ("**Board**"), meetings of any relevant Board committee, and its meetings of members.

5. You shall comply with all laws, rules and regulations applicable to the Company.

6. Unless otherwise determined by the Board, your director's fee for acting as an executive director of the Company shall be HK$120,000 per annum, together with such other fringe benefits and discretionary bonus which was determined by the Board, payable monthly of every year during the continuance of the Appointment. If the relevant service period in a month is less than a month, you will receive remuneration on a pro-rata basis for the actual number of days elapsed of that month.

7. You undertake to inform the Board if you cease to be qualified, or if you come to know of any circumstances which may render you no longer being qualified, as an executive director of the Company under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited ("**Listing Rules**"), the By-laws or other applicable laws, rules and regulations. If the Board considers that you are no longer qualified as an executive director of the Company and inform you thereof, you shall resign from such position or, at the absolute discretion of the Board, you will be redesignated an alternative role of the Company.

8. You shall not, either during the term of the Appointment 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 this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).

9. You shall not, during the term of the 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 member of the Group without the prior written consent of the board of the Company, such consent not to be unreasonably withheld or delayed.

10. Your Appointment hereunder shall terminate on the earliest of : (a) the date of expiry of the period specified in paragraph 2 above; (b) your ceasing to be executive director of the Company for any reason pursuant to the By-laws in force from time to time or any other applicable laws, regulations or rules (including, but not limited to, the retirement provisions set out in the articles of association and the Listing Rules); (c) the termination date as specified in not less than three months' written notice by the Company or yourself to the other party for the early termination of the Appointment; or (d) your re-appointment as director of the Company being not approved by the shareholders of the Company at its general meeting or your removal as director of the Company being approved by the shareholders of the Company under the By-laws.

11. Upon termination of the Appointment, you shall promptly upon request by the Company 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.

12. The terms of this letter 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**"). You and the Company hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.

Please sign and return the duplicate copy of this letter to indicate your acceptance of the terms set out herein.

Yours faithfully,

For and on behalf of
**China Tontine Wines Group Limited**

黄炷武

Name: Huang Chuwu
Executive Director

I, the undersigned, hereby accept the terms of my appointment as set out above.

徐高升

Mr. Xu Gaosheng

Dated: 1 September 2026