

Date 日期: 25 April 2025 二零二五年四月二十五日

**Elife Holdings Limited**  
易生活控股有限公司

and  
及

**Guo Wei**  
郭伟

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**SUPPLEMENTAL AGREEMENT TO  
THE DIRECTOR SERVICE AGREEMENT**  
董事服务协议之补充协议

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**WARNING:**

Certain personal information contained in this document has been redacted. The remaining information is considered as adequate by the Company and its directors for the purpose of disclosing the nature and significance of this document, and for the Company to fulfil its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.



**THIS SUPPLEMENTAL AGREEMENT (this "Supplemental Agreement")** is dated **25 April 2025** and is made

本补充协议(“补充协议”)由以下双方于二零二五年四月二十五日签订。

**BETWEEN** 协议双方:

- (1) **ELIFE HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability, whose registered office is situate at Cricket Square Hutchins Drive P. O. Box 2681 Grand Cayman KY1-1111 Cayman Islands (the "**Company**");  
易生活控股有限公司，一家在开曼群岛注册成立的有限公司，其注册办事处位于 Cricket Square Hutchins Drive P. O. Box 2681 Grand Cayman KY1-1111 Cayman Islands (“本公司”) 及
- (2) **Guo Wei** (Chinese Identity Card No. [REDACTED]) of [REDACTED]  
郭伟 (中国身份证号 [REDACTED]，地址：[REDACTED])  
[REDACTED] (“被任命人”)。

(The Company and the Appointee, each a "**Party**" and collectively, the "**Parties**")  
(本公司及被任命人，各自为“一方”及集体，为“各方”)。

**WHEREAS** 鉴于：

- (1) On 14 March 2025, the Company and the Appointee have entered into a director service agreement ("**Director Service Agreement**"), pursuant to which the Company has agreed to appoint the Appointee and the Appointee has agreed to act as executive director of the Company on and subject to the terms and conditions specified in the Director Service Agreement.  
于 2025 年 3 月 14 日，本公司与获委任人订立董事服务协议（「董事服务协议」），据此，本公司同意委任被任命人，而被任命人亦同意根据董事服务协议所订明的条款及条件担任本公司的执行董事。
- (2) The Company and the Appointee wish to enter into this Supplemental Agreement to amend certain terms of the Director Service Agreement in the manner as set out in this Supplemental Agreement.  
本公司与被任命人希望订立本补充协议，以本补充协议所载方式修订董事服务协议的若干条款。

**BY WHICH IT IS AGREED** as follows 双方协议如下：

**1. Definitions and interpretation 定义和解释**

In this Supplemental Agreement (including the recital herein), unless specifically provided otherwise, capitalised words or expressions used herein shall have the ascribed to them in the Director Service Agreement.

在本补充协议（包括其中的备注）中，除非另有明确规定，否则本协议中使用的大写词语或表述应具有董事服务协议中赋予它们的含义。



## **2. Amendment to the Director Service Agreement 董事服务协议之修订**

Clause 4.1 of the Director Service Agreement shall be deleted in its entirety and replaced by the following:-

董事服务协议第 4.1 条应全文删除并替换为如下规定： -

“4.1 Effective from the Commencement Date, the Appointee shall be entitled to a monthly director's fee in the sum of HK\$25,000 accruing from the Commencement Date or such sum as the Board and the remuneration committee of the Board may from time to time decide. The above director's fee shall be payable in arrears on the last day of each calendar month, provided that: (i) in respect of the monthly director's fee for the period from the Commencement Date to 31 March 2025, the Appointee shall be entitled to a proportionate part of such fee in respect of the period of service commencing from the Commencement Date up to 31 March 2025 (both dates inclusive), which shall be payable on the last day of April 2025; and (ii) if the appointment hereunder is terminated without any default on the part of the Appointee prior to the end of a calendar month, the Appointee shall only be entitled to a proportionate part of such fee in respect of the period of service during the relevant month up to the date of termination.”

“4.1 自生效日起，被任命人每月有权收取 HK\$25,000 的董事费用，该费用自生效日起累计，或本公司董事会及董事会之薪酬委员会不时决定的金额。上述董事费应在每个日历月的最后一日支付，但前提是：（i）对于生效日至 2025 年 3 月 31 日期间的月度董事费用，被任命人有权就自生效日至 2025 年 3 月 31 日期间（含该日）的服务期间获得该等费用的比例部分，该等费用应在 2025 年 4 月的最后一日支付；及（ii）如果本协议项下的委任在被任命人未发生任何违约的情况下在一个日历月结束之前被终止，被任命人仅有权就截至终止日的相关月份中的服务期获得该等费用的比例部分。”

## **3. Incorporation 成立**

3.1. The Director Service Agreement and this Supplemental Agreement shall be read and construed as one document and this Supplemental Agreement shall be considered as an integral and inseparable of the Director Service Agreement. Accordingly, the term of “this Agreement” as used in the Director Service Agreement shall for all purposes refer to the Director Service Agreement as amended and supplemented by this Supplemental Agreement.

董事服务协议与本补充协议应被作为一份文件进行阅读和解释，本补充协议应被视为董事服务协议不可分割的组成部分。因此，董事服务协议中所使用的“本协议”就任何目的而言均指经本补充协议修订和补充的董事服务协议。

3.2. Except to the extent expressly amended by the terms of this Supplemental Agreement, all other terms and conditions of the Director Service Agreement are hereby confirmed and shall remain in full force and effect.

除本补充协议条款明确修订的内容外，董事服务协议的所有其他条款和条件均在此确认，并将继续具有完全效力。



#### **4. Counterparts 文本**

This Supplemental Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which is an original but, together, they constitute one and the same agreement.

本补充协议可以任何数量的文本签署，双方可在不同文本上分别签字，每份文本均为原件，但共同构成同一个协议。

#### **5. Choice of Law 法律选择**

This Supplemental Agreement is governed by and will be construed in accordance with the laws of Hong Kong and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong courts in the determination of any dispute arising under this Supplemental Agreement.

本补充协议受香港法律管辖，并根据香港法律解释，在解决本补充协议项下发生的任何争议时，本协议双方均服从香港法院的非专属管辖。

#### **6. Bilingual Effect 双语效力**

The Chinese text of this Supplemental Agreement shall prevail over the English text, in the event of inconsistency.

如本补充协议的英文文本和中文文本之间有冲突，应以中文文本为准。





IN WITNESS WHEREOF this Supplemental Agreement has been executed on the day and year first above written.

本补充协议于文首所示日期签署，以昭信守。

SIGNED BY 签字 )  
for and on behalf of 谨代表 )  
ELIFE HOLDINGS LIMITED )  
易生活控股有限公司 )  
in the presence of 见证人: )

赵振中

SIGNED BY 签字 )  
GUO WEI )  
郭伟 )  
in the presence of 见证人: )

郭伟