

ZHONGZHENG INTERNATIONAL COMPANY LIMITED

中證國際有限公司

(incorporated in Bermuda with limited liability)

29 November 2024

To: Yang Yan Tung Doris
Flat B, 15/F, Block 3, Les Saisons,
28 Tai On Street,
Sai Wan Ho,
Hong Kong

Dear Ms. Yang Yan Tung Doris,

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

We hereby confirm your appointment as an independent non-executive director of the Company for an initial period of three year with effect from the conclusion of the annual general meeting of the Company to be held on 29 November 2024 (the “AGM”) and subject to the shareholders’ approval at the AGM, and your appointment shall continue thereafter until either you or the Company terminates this appointment by giving at least one month’s prior notice in writing to the other party.

Your appointment is subject at all times to the bye-laws (“**Bye-laws**”) of the Company (as may be amended from time to time) and the Rules (the “**Listing Rules**”) Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”). You hereby agree to retire by rotation pursuant to the Bye-laws at the request of the board of directors of the Company (“**Board**”) or as required by the Listing Rules.

You shall participate in the audit committee, the remuneration committee and the nomination committee or any other committees as may be required from time to time by the Board or under the Listing Rules.

You shall ensure that you are fully aware of, and shall comply with, your legal obligations, as well as all your duties and obligations under the Listing Rules and other relevant regulations and requirements, as an independent non-executive director of the Company.

In consideration of your agreeing to act as a director, the Company shall pay you a fee of HK\$180,000 per annum, which shall accrue on a day to day basis, payable by four installments of HK\$45,000 each on the last day of each quarter (or if such day is not a working day, on the working day falling immediately thereafter) (each a “**Payment Day**”) or in such other manner or times as may be agreed between you and the Company from time to time. If your appointment is terminated for any reason and such termination takes effect on any day other than Payment Day, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination.

As an independent non-executive director, you are eligible for options under the rules of the share option scheme of the Company, subject always to, inter alia, the listing permission from the Stock Exchange to deal in shares which fall to be issued on exercise of option granted under the share option scheme of the Company from time to time, the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties to the Company, provided that you provide the Company with all appropriate receipts and vouchers.

You have an obligation to and should comply with every relevant rule of law, regulation of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which you or your associates (as defined in the Listing Rules) deals (including but not limited to complying with every regulation of the Company and the Bye-laws in force) in relation to dealings in shares, debentures or other securities of the Company and in relation to unpublished inside information (as defined in the Listing Rules) affecting the shares, debentures or other securities of the Company, and in relation to overseas dealings you shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place.

You shall not at any time during the term of appointment or after the termination of this appointment without limit in point of time:-

- (i) use or cause, permit or suffer to be used, take away, conceal or destroy any Confidential Information (as defined below) for your own purpose or for other persons' advantage or for any purpose other than that of the Group; or
- (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information (as defined below), save to those of the employees or officials of the Group whose province it is to know the same; or
- (ii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorized disclosure of any Confidential Information (as defined below), including (without limitation):-
 - (a) relating to the dealings, organization, business, finance, transactions or any other affairs of the Group or its clients or customers; or
 - (b) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to any information or knowledge which (otherwise than through your default) has become available to the public generally or otherwise required by law or any applicable legislation to be disclosed.

“Confidential Information” referred to above (and hereinafter) means in relation to all businesses carried on by the Group from time to time, all information (including

financial information), know-how, trade secrets and records (in whatever form held), including (without limitation) (i) all formulae, designs, specifications, drawings, data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known, and (i) any copyrights, patents, know-how, confidential information, trademark rights, design process, commercial name or design relating to all the business and affairs carried out by the Group or any member of the Group from time to time, whether or not it can be registered.

All notes, memoranda, records and writings made by you in relation to the business of the Group or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by you to the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon your leaving the service of the Company, and may only retain a copy thereof for your personal records of your participation as an independent non-executive director of the Company (and no other purpose) and subject at all times to a continued obligation of confidentiality (which shall continue even after your appointment has ended).

You represent and warrant that you comply with the requirements of Rule 3.13 of the Listing Rules relating to your independence and shall notify us in writing if any changes which may otherwise cause you not to be so independent.

You confirm that you understand your duties and responsibilities as an independent non-executive director of the Company, in particular that as an independent non-executive director, you are to act independently and your duties include participating in the Company's audit committee, nomination committee and remuneration committee as contemplated under the terms of reference of those committees, as well as making clear and unequivocal recommendations from time to time to independent shareholders of the Company on transactions which require shareholders' approval, including without limiting the generality of the foregoing, connected transactions, whitewash transactions and privatization proposals.

This agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm your acceptance as an independent non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

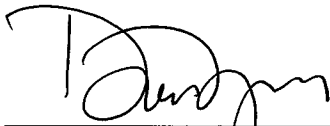
Yours sincerely,

For and on behalf of
ZHONGZHENG INTERNATIONAL COMPANY LIMITED
中證國際有限公司

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Authorized Signature(s)

For and on behalf of
Zhongzheng International Company Limited
Liu Liyang
Director

Confirmed and accepted by:


.....

Yang Yan Tung Doris

Date: 29 November 2024