

JST Group Corporation Limited

聚水潭集團股份有限公司

执行董事

服务协议

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本协议由以下双方订立及签订：

- (1) **JST Group Corporation Limited** (聚水潭集團股份有限公司)，其注册办公室位于 Palm Grove Unit 4, 265 Smith Road, George Town, P.O. Box 52A, Edgewater Way, #1653, Grand Cayman KY1-9006, Cayman Islands (“本公司”)；及
- (2) 骆海东，其地址位于中国上海市卢湾区瑞金二路 69 弄 2 号(“董事”)。

现协议如下：

1. 释义

联系人具有《上市规则》赋予的涵义；

董事会指本公司董事会或正式组成的董事会委员会；

《公司条例》指《公司条例》(香港法例第 622 章)；

聘用指按照本协议的条款及条件的董事聘用；

联交所指香港联合交易所有限公司；

本集团指本公司及其附属公司；

集团公司指本公司或其任何附属公司；

香港指中国香港特别行政区；

《上市规则》指《香港联合交易所有限公司证券上市规则》；

证券具有《上市规则》附录十第 7(c)条所赋予的涵义；

《证券及期货条例》指《证券及期货条例》(香港法例第 571 章)；及

中国指中华人民共和国。

2. 任期及职务说明

- 2.1 董事获本公司聘用为执行董事或获董事会不时可能合法委派、符合其身份和资历的其他职位。
- 2.2 在遵守本协议第 8 条的前提下，聘用期限自本公司的证券在联交所开始买卖当日(即上市日)初步为期三年，可以连选连任。董事确认，根据《上市规则》的规定，在若干情形下公司的董事职位须轮值告退。

3. 职责

3.1 于聘用期限内，董事将：

- (a) 履行董事会不时向其合法和适当委派的一切职责并行使一切有关权力，不论该等职责或权力是否与本公司或本集团任何公司有关；
- (b) 遵守董事会向其合法和适当地作出的一切指示；
- (c) 尽其最大努力保障和促进本公司的利益；
- (d) 付出足够的时间、注意力、技能和能力以履行其作为本公司执行董事的职责；
- (e) 按董事会可能不时确定的方式让董事会全面知悉其行动并就其对本公司的管理向董事会报告；
- (f) 根据其在本协议项下职责为本集团提供有关服务并(在无其他薪酬的情况下，除非另有协定)在与其本身职位一致的前提下接纳董事会可能不时合理要求的在本集团的有关职位；及
- (g) 符合《上市规则》、《证券及期货条例》的规定及履行在普通法及《公司章程》项下的董事责任。

3.2 董事同意在董事会可能不时要求董事驻守的地点(包括香港及中国其他地区)工作，并出席在本公司不时通知的地点所举行的董事会会议。

3.3 董事应直接向董事会报告。

4. 薪酬及费用

4.1 除非董事会或薪酬委员会另行决定，董事将不收取服务费用。

4.2 就董事因履行职责而产生的差旅、住宿、机票等合理的实际开支，公司将按内部标准及流程予以报销。

4.3 董事可能不时根据公司已采纳的限制性股份单位计划或其他员工期权或激励计划（如有）获授相应的股份期权或股权激励。公司有全权酌情权对该等期权或激励计划的条款不时做出修订。公司亦有全权酌情权根据公司的业绩及董事的表现决定是否给予董事任何奖金（包括该等奖金的金额（如有））以及其认为适当的额外福利。该等股份期权或股权激励、奖金和额外福利亦须经过董事会薪酬委员的确认。

4.4 董事应自行负责就阁下所得缴交所有适用税项。

5. 保險

在董事聘用期限內，公司將為閣下購買合適的董事責任保險。

6. 其他權益

- 6.1 除非另有約定，在遵守本協議第 6.2 條的前提下，于聘用期限內董事(在未取得董事會的事先書面同意前)將不會直接或間接從事、涉及或參與任何其他業務、貿易或職業或于其中擁有任何權益。董事會按照本條款給予的書面同意可在任何時間撤回。
- 6.2 尽管存在第 6.1 條的相關規定，董事可為投資目的而持有在任何證券交易所上市的任何公司不超過 5% 的權益(證券面值)，只要該公司並非經營與本集團任何公司當時經營的業務相競爭或可能相競爭的任何業務。
- 6.3 董事須在聘用期限內向相關機構(包括但不限於聯交所和證券及期貨事務監察委員會)及本公司披露其對本公司及任何集團公司的證券擁有的所有權益，該權益具有《證券及期貨條例》第 XV 部(或不時有效的其他適用法律及法規)賦予的涵義，以及披露其可能對該等證券進行的任何買賣。有關通知應按照《證券及期貨條例》第 XV 部(或不時有效的其他適用法律及法規)的模式及期限作出，並应符合《上市規則》附錄十《上市發行人董事進行證券交易的标准守則》的規定。
- 6.4 董事應在聘用期內就其或其任何聯繫人(定義見《上市規則》)擁有重大權益的任何交易或任何關連交易(定義見《上市規則》)或任何持續關連交易(定義見《上市規則》)披露其本人或其任何聯繫人的權益，並須放棄就該等交易的投票。

7. 股份買賣

- 7.1 董事如果是可能屬於內幕消息或須予公布的交易進行磋商時的其中一方或其知悉有關磋商，則不得買賣本公司的證券，直至有關公告發布為止。如董事並非該等磋商的其中一方，但已獲知有關可能屬於內幕消息或股價敏感性質的信息，則不得在同樣的期間買賣本公司證券。董事也必須遵守(如屬相關)所有在香港不時生效的法律及法規，包括但不限於《公司條例》、《證券及期貨條例》、《上市規則》及《上市規則》附錄十《上市發行人董事進行證券交易的标准守則》中有關買賣本公司證券的規定。
- 7.2 董事不得在年度業績公布日期之前 60 日內，以及于季度業績(如有)及半年度業績公布日期之前 30 日內，或如屬較短期間，從有關財政期間末直到業績刊發日期止期間，買賣本公司的證券。在任何情況下，董事如未通知董事長(或為該目的而獲委任的其他董事)並在發出該通知的 5 個營業日內(定義見《上市規則》)接獲注明日期的書面確認書，則不得買賣本公司的證券。

7.3 对董事进行证券买卖的限制，同样适用于董事的配偶或任何未成年子女(亲生或收养的)、或代该等子女所进行的任何交易，以及适用于任何其他就《证券及期货条例》第 XV 部(或其他不时生效的适用法律及法规)而言，该董事在其中拥有或被视为拥有权益的交易。有关限制也应适用于管理任何董事基金的投资经理，不论该投资经理是否具有全权酌情决定权投资有关基金。

7.4 掌握机密的内幕消息信息的董事，不得怂使或促使他人买卖在联交所上市的证券。

8. 终止聘用

8.1 聘用应根据第 2.2 条终止，而任何一方均可按照本第 8 条终止聘用。

8.2 本公司可在下列情况下以书面摘要通知即时终止聘用：

- (a) 如董事重大或重复违反其在本协议或聘用项下应履行的任何义务；
- (b) 如董事有重大不当行为，且董事会合理认为该行为已经或可能损害本公司或任何集团公司的业务或事务；
- (c) 如董事有犯罪行为且董事会合理认为该行为会致使或可能致使其本身、本公司或任何集团公司的名誉受损；
- (d) 如董事被宣布破产、或如其与债权人订立或为债权人利益而达成任何一般债务重整协议或债务偿还安排；
- (e) 如董事犯有任何刑事罪行(根据香港或中国其他地区的道路交通法例下的罪行除外)；或
- (f) 法律允许即时革职的任何其他原因。

8.3 如董事在按照本公司章程、《上市规则》、《公司条例》或其他适用的法律法规规定其必须参与重选的股东大会上未获本公司股东重选连任，则董事聘用也必须立即终止。

8.4 任何一方也可向另一方发出至少三个月的书面通知以终止聘用。

8.5 不论按照任何理由(以及不论是否违反合同或其他情况)终止聘用时，董事将会：

- (a) 就董事占有或在阁下控制之下的，且在董事聘用期内由董事编制或交付予董事的，属于公司或其任何附属公司或者与之有关的一切文件、其他资料(包括复印件)以及其他财产，立即向公司退还；及
- (b) 即时辞任其在本公司或任何集团公司的职位而将不会获取任何离职赔偿。如董事未能辞任，该名董事谨此不可撤回地授权本公司委任他人以

其名义并代其签署任何文件及进行任何事情以使其辞职生效。

- 8.6 在聘用终止后任何时间，董事将不会以任何方式声称其本人参与本公司或任何集团公司的业务、或于该业务中拥有权益、或受雇于本公司或任何集团公司。
- 8.7 董事同意其不会在其获委聘期间或之后的任何时间贬损或批评本公司、任何集团公司或任何联属或关连实体，或作出任何负面的公众评论，无论是通过新闻采访或向媒体、本公司现任或前任高管、董事或雇员或本公司、任何集团公司或任何联属或关连实体有业务关系的任何个人或实体表达彼等的个人观点、意见或判断。

9. 保密

- 9.1 除(i)已取得公司的事先书面同意;(ii)为履行阁下的董事职责，且有必要时，向公司、其任何附属公司或关联公司的相关员工或者公司或其任何附属公司、关联公司雇佣或聘用的专业顾问、其他顾问或代理人进行的披露；或(iii)法律或任何有关监管机构要求之外，阁下在任期间及卸任后，均不得向任何第三方披露或者使用(不论是否为阁下自身及阁下亲属及其各自的联系人的利益)有关公司、其附属公司及其他关联公司的业务及财务的保密信息（并须努力避免其泄露或为公众可用）。
- 9.2 在法律或任何有关监管机构要求的范围内，倘阁下按要求应披露任何保密信息，则阁下应在可行及合法的情况下，在披露发生前，立即就该披露的时限及内容通知公司，且配合公司为就该等要求的有效性提出异议而可能合理采取的行动。

10. 利益竞争

- 10.1 董事谨此向本公司承诺(为其本身及作为每一家集团公司的受托人及代理)，不论是直接或间接地以其个人名义，或代表或联同任何其他个人、商行、公司或任何其他实体，其不会：
- (a) 除非在终止日期或之前取得董事会的豁免，否则，在终止日期后六个月内，直接或间接地在任何集团公司运营的任何司法管辖区内，从事任何贸易或业务或于当中拥有权益(不论作为主要股东、合伙人、独资经营者、负责人、雇员、代理或其他身份)，而该贸易或业务与本公司或任何集团在终止日期所进行的任何贸易或业务相竞争或可能相竞争，且作为聘用的一部分，该董事曾涉及或参与该等有关贸易或业务；
- (b) 在终止日期后六个月内，直接或间接地(并且不论为其本身利益或为任何其他人士、商行、公司或机构)从本公司或任何集团公司招揽或致力招揽在终止日期以及在终止日期之前的六个月内的任何时间，在本公

司担任行政职位的任何雇员，而作为聘用一部分，该董事曾与该雇员共事或维持私人联系；

- (c) 在终止日期后六个月内，直接或间接地(不论为其本身利益或为任何其他人士、商行、公司或机构)从本公司或任何集团公司招揽或致力招揽任何人士、商行、公司或机构的业务(而该人士、商行、公司或机构在终止日期以及在终止日期之前的六个月内的任何时间，曾经是本公司或任何集团公司的客户或具有与本公司或任何集团公司进行买卖的习惯，以及作为聘用一部分，该董事曾与其进行直接买卖或维持私人联系)，以致于损害本公司或任何集团公司的商誉或以致于与本公司或任何集团公司产生互相竞争；及
- (d) 在终止日期后六个月内，直接或间接地(不论为其本身利益或为任何其他人士、商行、公司或机构)与任何人士、商行、公司或机构进行买卖(而该人士、商行、公司或机构在终止日期以及在终止日期之前的六个月内的任何时间，曾经是本公司或任何集团公司的客户或具有与本公司或任何集团公司进行买卖的习惯，以及作为聘用一部分，该董事曾与其进行直接买卖或维持私人联系)，以致于损害本公司或任何集团公司的商誉或以致于与本公司或任何集团公司产生互相竞争。

就本第 10 条而言，“终止日期”一词应指不论何种原因导致的聘用终止，包括但不限于由本公司所作出的对本协议造成毁约性违约的终止。

10.2 董事确认并同意：

- (a) 本第 10 条中的各项限制均系合理，应被理解为各自独立的限制；及
- (b) 如任何该等限制因超越保障本公司利益的合理情况而被具有司法管辖权的法院判定为无效或不可强制执行，但如果部分用语被删除后，该等限制可成为有效，则上述限制在作出使其有效且可实施的必要删除后应当适用。

11. 通知

根据本协议书发出的任何通知必须以信函发出。向本公司发送的通知，应寄往本公司地址并标明收件人为公司秘书。向董事发送的通知可交予董事本人或发往董事的最近已知地址。除专人递送外，通知应视为在信函于正常寄送或传输过程完成时送达。

12. 其他

- 12.1 如董事在聘用期间停任(因辞职而停任除外)本公司董事、本协议及聘用将按董事职衔所适用的相同职责及责任在当时继续有效。

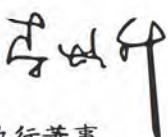
- 12.2 董事必须作出一项如《上市规则》附录五所载的正式声明及承诺，即其将向联交所提供有关其专业资格、其可能担任的任何其他董事职位、以及如其是否曾因犯有不诚实罪行而被定罪或其他类似情形的一般资料。订立本协议即代表董事也承诺尽其所能遵守《上市规则》及《证券及期货条例》(或其他不时生效的适用法律及法规)的规定。董事也确认，作为一家股份在联交所主板上市的公司的董事，其也将受制于其他各项适用于该类上市公司董事的法律、规则及法规。
- 12.3 本协议构成双方之间的全部协议及理解，并取代本公司与董事之间的所有其他口头及书面协议(在本协议明订者除外)。董事确认，其并未依赖在本协议中并无载述或明确引述的且作为组成董事聘用合同一部分的任何声明、保证或承诺而订立本协议。
- 12.4 董事谨此向本公司声明并保证，其将不会因订立本协议或因履行本协议项下任何职责而违反与第三方订立的任何聘用条款(不论明示或默示的条款)或对其有约束力的任何其他义务。

13. 争议解决

- 13.1 本协议应受香港法律监管并按香港法律解释。
- 13.2 由本协议引起或与之相关的一切争议、分歧或权利主张，包括违约、本协议的解除或无效，将最终遵循于合规提交仲裁通知当日有效的香港国际仲裁中心仲裁规则予以解决。仲裁地将位于香港，仲裁庭由一（1）名仲裁员构成。仲裁程序以英语进行。本协议书中所规定的仲裁程序，应为各方有关本协议书所引起或与之有关的争议的唯一且排他的争议解决程序；但是如一方为避免不可挽回的损害或损失认为有此必要，可向有权对另一方进行司法管辖的法院寻求初步禁止令或其他初步司法救济。除该等行动外，各方将继续本着善意原则参与本协议书所约定的仲裁程序。仲裁机构的裁决是终局裁决，对各方均具约束力。

甲方: JST Group Corporation Limited

代表: 李灿升

签署: 

职位: 执行董事

乙方: 骆海东

姓名: 骆海东

JST Group Corporation Limited

聚水潭集團股份有限公司

执行董事

服务协议

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本协议由以下双方订立及签订：

- (1) **JST Group Corporation Limited** (聚水潭集團股份有限公司)，其注册办公室位于 Palm Grove Unit 4, 265 Smith Road, George Town, P.O. Box 52A, Edgewater Way, #1653, Grand Cayman KY1-9006, Cayman Islands (“本公司”)；及
- (2) 贺兴建，其地址位于中国上海市虹口区四平路 421 弄 20 号(“董事”)。

现协议如下：

1. 释义

联系人具有《上市规则》赋予的涵义；

董事会指本公司董事会或正式组成的董事会委员会；

《公司条例》指《公司条例》(香港法例第 622 章)；

聘用指按照本协议的条款及条件的董事聘用；

联交所指香港联合交易所有限公司；

本集团指本公司及其附属公司；

集团公司指本公司或其任何附属公司；

香港指中国香港特别行政区；

《上市规则》指《香港联合交易所有限公司证券上市规则》；

证券具有《上市规则》附录十第 7(c)条所赋予的涵义；

《证券及期货条例》指《证券及期货条例》(香港法例第 571 章)；及

中国指中华人民共和国。

2. 任期及职务说明

- 2.1 董事获本公司聘用为执行董事或获董事会不时可能合法委派、符合其身份和资历的其他职位。
- 2.2 在遵守本协议第 8 条的前提下，聘用期限自本公司的证券在联交所开始买卖当日（即上市日）初步为期三年，可以连选连任。董事确认，根据《上市规则》的规定，在若干情形下公司的董事职位须轮值告退。

3. 职责

3.1 于聘用期限内，董事将：

- (a) 履行董事会不时向其合法和适当委派的一切职责并行使一切有关权力，不论该等职责或权力是否与本公司或本集团任何公司有关；
- (b) 遵守董事会向其合法和适当地作出的一切指示；
- (c) 尽其最大努力保障和促进本公司的利益；
- (d) 付出足够的时间、注意力、技能和能力以履行其作为本公司执行董事的职责；
- (e) 按董事会可能不时确定的方式让董事会全面知悉其行动并就其对本公司的管理向董事会报告；
- (f) 根据其在本协议项下职责为本集团提供有关服务并(在无其他薪酬的情况下，除非另有协定)在与其本身职位一致的前提下接纳董事会可能不时合理要求的在本集团的有关职位；及
- (g) 符合《上市规则》、《证券及期货条例》的规定及履行在普通法及《公司章程》项下的董事责任。

3.2 董事同意在董事会可能不时要求董事驻守的地点(包括香港及中国其他地区)工作，并出席在本公司不时通知的地点所举行的董事会会议。

3.3 董事应直接向董事会报告。

4. 薪酬及费用

4.1 除非董事会或薪酬委员会另行决定，董事将不收取服务费用。

4.2 就董事因履行职责而产生的差旅、住宿、机票等合理的实际开支，公司将按内部标准及流程予以报销。

4.3 董事可能不时根据公司已采纳的限制性股份单位计划或其他员工期权或激励计划（如有）获授相应的股份期权或股权激励。公司有全权酌情权对该等期权或激励计划的条款不时做出修订。公司亦有全权酌情权根据公司的业绩及董事的表现决定是否给予董事任何奖金（包括该等奖金的金额（如有））以及其认为适当的额外福利。该等股份期权或股权激励、奖金和额外福利亦须经过董事会薪酬委员的确认。

4.4 董事应自行负责就阁下所得缴交所有适用税项。

5. 保險

在董事聘用期限內，公司將為閣下購買合適的董事責任保險。

6. 其他權益

- 6.1 除非另有約定，在遵守本協議第 6.2 條的前提下，于聘用期限內董事(在未取得董事會的事先書面同意前)將不會直接或間接從事、涉及或參與任何其他業務、貿易或職業或于其中擁有任何權益。董事會按照本條款給予的書面同意可在任何時間撤回。
- 6.2 尽管存在第 6.1 條的相關規定，董事可為投資目的而持有在任何證券交易所上市的任何公司不超過 5%的權益(證券面值)，只要該公司並非經營與本集團任何公司當時經營的業務相競爭或可能相競爭的任何業務。
- 6.3 董事須在聘用期限內向相關機構(包括但不限於聯交所和證券及期貨事務監察委員會)及本公司披露其對本公司及任何集團公司的證券擁有的所有權益，該權益具有《證券及期貨條例》第 XV 部(或不時有效的其他適用法律及法規)賦予的涵義，以及披露其可能對該等證券進行的任何買賣。有關通知應按照《證券及期貨條例》第 XV 部(或不時有效的其他適用法律及法規)的模式及期限作出，並应符合《上市規則》附錄十《上市發行人董事進行證券交易的标准守則》的規定。
- 6.4 董事應在聘用期內就其或其任何聯繫人(定義見《上市規則》)擁有重大權益的任何交易或任何關連交易(定義見《上市規則》)或任何持續關連交易(定義見《上市規則》)披露其本人或其任何聯繫人的權益，並須放棄就該等交易的投票。

7. 股份買賣

- 7.1 董事如果是可能屬於內幕消息或須予公布的交易進行磋商時的其中一方或其知悉有關磋商，則不得買賣本公司的證券，直至有關公告發布為止。如董事並非該等磋商的其中一方，但已獲知有關可能屬於內幕消息或股價敏感性質的信息，則不得在同樣的期間買賣本公司證券。董事也必須遵守(如屬相關)所有在香港不時生效的法律及法規，包括但不限於《公司條例》、《證券及期貨條例》、《上市規則》及《上市規則》附錄十《上市發行人董事進行證券交易的标准守則》中有關買賣本公司證券的規定。
- 7.2 董事不得在年度業績公布日期之前 60 日內，以及于季度業績(如有)及半年度業績公布日期之前 30 日內，或如屬較短期間，從有關財政期間末直到業績刊發日期止期間，買賣本公司的證券。在任何情況下，董事如未通知董事長(或為該目的而獲委任的其他董事)並在發出該通知的 5 個營業日內(定義見《上市規則》)接獲注明日期的書面確認書，則不得買賣本公司的證券。

7.3 对董事进行证券买卖的限制，同样适用于董事的配偶或任何未成年子女(亲生或收养的)、或代该等子女所进行的任何交易，以及适用于任何其他就《证券及期货条例》第 XV 部(或其他不时生效的适用法律及法规)而言，该董事在其中拥有或被视为拥有权益的交易。有关限制也应适用于管理任何董事基金的投资经理，不论该投资经理是否具有全权酌情决定权投资有关基金。

7.4 掌握机密的内幕消息信息的董事，不得怂使或促使他人买卖在联交所上市的证券。

8. 终止聘用

8.1 聘用应根据第 2.2 条终止，而任何一方均可按照本第 8 条终止聘用。

8.2 本公司可在下列情况下以书面摘要通知即时终止聘用：

- (a) 如董事重大或重复违反其在本协议或聘用项下应履行的任何义务；
- (b) 如董事有重大不当行为，且董事会合理认为该行为已经或可能损害本公司或任何集团公司的业务或事务；
- (c) 如董事有犯罪行为且董事会合理认为该行为会致使或可能致使其本身、本公司或任何集团公司的名誉受损；
- (d) 如董事被宣布破产、或如其与债权人订立或为债权人利益而达成任何一般债务重整协议或债务偿还安排；
- (e) 如董事犯有任何刑事罪行(根据香港或中国其他地区的道路交通法例下的罪行除外)；或
- (f) 法律允许即时革职的任何其他原因。

8.3 如董事在按照本公司章程、《上市规则》、《公司条例》或其他适用的法律法规规定其必须参与重选的股东大会上未获本公司股东重选连任，则董事聘用也必须立即终止。

8.4 任何一方也可向另一方发出至少三个月的书面通知以终止聘用。

8.5 不论按照任何理由(以及不论是否违反合同或其他情况)终止聘用时，董事将会：

- (a) 就董事占有或在阁下控制之下的，且在董事聘用期内由董事编制或交付予董事的，属于公司或其任何附属公司或者与之有关的一切文件、其他资料(包括复印件)以及其他财产，立即向公司退还；及
- (b) 即时辞任其在本公司或任何集团公司的职位而将不会获取任何离职赔偿。如董事未能辞任，该名董事谨此不可撤回地授权本公司委任他人以

其名义并代其签署任何文件及进行任何事情以使其辞职生效。

- 8.6 在聘用终止后任何时间，董事将不会以任何方式声称其本人参与本公司或任何集团公司的业务、或于该业务中拥有权益、或受雇于本公司或任何集团公司。
- 8.7 董事同意其不会在其获委聘期间或之后的任何时间贬损或批评本公司、任何集团公司或任何联属或关连实体，或作出任何负面的公众评论，无论是通过新闻采访或向媒体、本公司现任或前任高管、董事或雇员或本公司、任何集团公司或任何联属或关连实体有业务关系的任何个人或实体表达彼等的个人观点、意见或判断。

9. 保密

- 9.1 除(i)已取得公司的事先书面同意;(ii)为履行阁下的董事职责，且有必要时，向公司、其任何附属公司或关联公司的相关员工或者公司或其任何附属公司、关联公司雇佣或聘用的专业顾问、其他顾问或代理人进行的披露；或(iii)法律或任何有关监管机构要求之外，阁下在任期间及卸任后，均不得向任何第三方披露或者使用(不论是否为阁下自身及阁下亲属及其各自的联系人的利益)有关公司、其附属公司及其他关联公司的业务及财务的保密信息（并须努力避免其泄露或为公众可用）。
- 9.2 在法律或任何有关监管机构要求的范围内，倘阁下按要求应披露任何保密信息，则阁下应在可行及合法的情况下，在披露发生前，立即就该披露的时限及内容通知公司，且配合公司为就该等要求的有效性提出异议而可能合理采取的行动。

10. 利益竞争

- 10.1 董事谨此向本公司承诺(为其本身及作为每一家集团公司的受托人及代理)，不论是直接或间接地以其个人名义，或代表或联同任何其他个人、商行、公司或任何其他实体，其不会：
- (a) 除非在终止日期或之前取得董事会的豁免，否则，在终止日期后六个月内，直接或间接地在任何集团公司运营的任何司法管辖区内，从事任何贸易或业务或于当中拥有权益(不论作为主要股东、合伙人、独资经营者、负责人、雇员、代理或其他身份)，而该贸易或业务与本公司或任何集团在终止日期所进行的任何贸易或业务相竞争或可能相竞争，且作为聘用的一部分，该董事曾涉及或参与该等有关贸易或业务；
- (b) 在终止日期后六个月内，直接或间接地(并且不论为其本身利益或为任何其他人士、商行、公司或机构)从本公司或任何集团公司招揽或致力招揽在终止日期以及在终止日期之前的六个月内的任何时间，在本公

司担任行政职位的任何雇员，而作为聘用一部分，该董事曾与该雇员共事或维持私人联系；

- (c) 在终止日期后六个月内，直接或间接地(不论为其本身利益或为任何其他人士、商行、公司或机构)从本公司或任何集团公司招揽或致力招揽任何人士、商行、公司或机构的业务(而该人士、商行、公司或机构在终止日期以及在终止日期之前的六个月内的任何时间，曾经是本公司或任何集团公司的客户或具有与本公司或任何集团公司进行买卖的习惯，以及作为聘用一部分，该董事曾与其进行直接买卖或维持私人联系)，以致于损害本公司或任何集团公司的商誉或以致于与本公司或任何集团公司产生互相竞争；及
- (d) 在终止日期后六个月内，直接或间接地(不论为其本身利益或为任何其他人士、商行、公司或机构)与任何人士、商行、公司或机构进行买卖(而该人士、商行、公司或机构在终止日期以及在终止日期之前的六个月内的任何时间，曾经是本公司或任何集团公司的客户或具有与本公司或任何集团公司进行买卖的习惯，以及作为聘用一部分，该董事曾与其进行直接买卖或维持私人联系)，以致于损害本公司或任何集团公司的商誉或以致于与本公司或任何集团公司产生互相竞争。

就本第 10 条而言，“终止日期”一词应指不论何种原因导致的聘用终止，包括但不限于由本公司所作出的对本协议造成毁约性违约的终止。

10.2 董事确认并同意：

- (a) 本第 10 条中的各项限制均系合理，应被理解为各自独立的限制；及
- (b) 如任何该等限制因超越保障本公司利益的合理情况而被具有司法管辖权的法院判定为无效或不可强制执行，但如果部分用语被删除后，该等限制可成为有效，则上述限制在作出使其有效且可实施的必要删除后应当适用。

11. 通知

根据本协议书发出的任何通知必须以信函发出。向本公司发送的通知，应寄往本公司地址并标明收件人为公司秘书。向董事发送的通知可交予董事本人或发往董事的最近已知地址。除专人递送外，通知应视为在信函于正常寄送或传输过程完成时送达。

12. 其他

- 12.1 如董事在聘用期间停任(因辞职而停任除外)本公司董事、本协议及聘用将按董事职衔所适用的相同职责及责任在当时继续有效。

- 12.2 董事必须作出一项如《上市规则》附录五所载的正式声明及承诺，即其将向联交所提供有关其专业资格、其可能担任的任何其他董事职位、以及如其是否曾因犯有不诚实罪行而被定罪或其他类似情形的一般资料。订立本协议即代表董事也承诺尽其所能遵守《上市规则》及《证券及期货条例》(或其他不时生效的适用法律及法规)的规定。董事也确认，作为一家股份在联交所主板上市的公司的董事，其也将受制于其他各项适用于该类上市公司董事的法律、规则及法规。
- 12.3 本协议构成双方之间的全部协议及理解，并取代本公司与董事之间的所有其他口头及书面协议(在本协议明订者除外)。董事确认，其并未依赖在本协议中并无载述或明确引述的且作为组成董事聘用合同一部分的任何声明、保证或承诺而订立本协议。
- 12.4 董事谨此向本公司声明并保证，其将不会因订立本协议或因履行本协议项下任何职责而违反与第三方订立的任何聘用条款(不论明示或默示的条款)或对其有约束力的任何其他义务。

13. 争议解决

- 13.1 本协议应受香港法律监管并按香港法律解释。
- 13.2 由本协议引起或与之相关的一切争议、分歧或权利主张，包括违约、本协议的解除或无效，将最终遵循于合规提交仲裁通知当日有效的香港国际仲裁中心仲裁规则予以解决。仲裁地将位于香港，仲裁庭由一（1）名仲裁员构成。仲裁程序以英语进行。本协议中所规定的仲裁程序，应为各方有关本协议书所引起或与之有关的争议的唯一且排他的争议解决程序；但是如一方为避免不可挽回的损害或损失认为有此必要，可向有权对另一方进行司法管辖的法院寻求初步禁止令或其他初步司法救济。除该等行动外，各方将继续本着善意原则参与本协议书所约定的仲裁程序。仲裁机构的裁决是终局裁决，对各方均具约束力。

甲方: JST Group Corporation Limited

代表: 骆海东

签署: 骆海东

职位: 执行董事

乙方: 贺兴建

姓名: 贺兴建

JST Group Corporation Limited

聚水潭集團股份有限公司

执行董事

服务协议

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本协议由以下双方订立及签订：

- (1) **JST Group Corporation Limited** (聚水潭集團股份有限公司)，其注册办公室位于 Palm Grove Unit 4, 265 Smith Road, George Town, P.O. Box 52A, Edgewater Way, #1653, Grand Cayman KY1-9006, Cayman Islands (“本公司”)；及
- (2) 李灿升，其地址位于中国上海市静安区余姚路 180 弄 3 号 101 室(“董事”)。

现协议如下：

1. 释义

联系人具有《上市规则》赋予的涵义；

董事会指本公司董事会或正式组成的董事会委员会；

《公司条例》指《公司条例》(香港法例第 622 章)；

聘用指按照本协议的条款及条件的董事聘用；

联交所指香港联合交易所有限公司；

本集团指本公司及其附属公司；

集团公司指本公司或其任何附属公司；

香港指中国香港特别行政区；

《上市规则》指《香港联合交易所有限公司证券上市规则》；

证券具有《上市规则》附录十第 7(c)条所赋予的涵义；

《证券及期货条例》指《证券及期货条例》(香港法例第 571 章)；及

中国指中华人民共和国。

2. 任期及职务说明

- 2.1 董事获本公司聘用为执行董事或获董事会不时可能合法委派、符合其身份和资历的其他职位。
- 2.2 在遵守本协议第 8 条的前提下，聘用期限自本公司的证券在联交所开始买卖当日(即上市日)初步为期三年，可以连选连任。董事确认，根据《上市规则》的规定，在若干情形下公司的董事职位须轮值告退。

3. 职责

3.1 于聘用期限内，董事将：

- (a) 履行董事会不时向其合法和适当委派的一切职责并行使一切有关权力，不论该等职责或权力是否与本公司或本集团任何公司有关；
- (b) 遵守董事会向其合法和适当地作出的一切指示；
- (c) 尽其最大努力保障和促进本公司的利益；
- (d) 付出足够的时间、注意力、技能和能力以履行其作为本公司执行董事的职责；
- (e) 按董事会可能不时确定的方式让董事会全面知悉其行动并就其对本公司的管理向董事会报告；
- (f) 根据其在本协议项下职责为本集团提供有关服务并(在无其他薪酬的情况下，除非另有协定)在与其本身职位一致的前提下接纳董事会可能不时合理要求的在本集团的有关职位；及
- (g) 符合《上市规则》、《证券及期货条例》的规定及履行在普通法及《公司章程》项下的董事责任。

3.2 董事同意在董事会可能不时要求董事驻守的地点(包括香港及中国其他地区)工作，并出席在本公司不时通知的地点所举行的董事会会议。

3.3 董事应直接向董事会报告。

4. 薪酬及费用

4.1 除非董事会或薪酬委员会另行决定，董事将不收取服务费用。

4.2 就董事因履行职责而产生的差旅、住宿、机票等合理的实际开支，公司将按内部标准及流程予以报销。

4.3 董事可能不时根据公司已采纳的限制性股份单位计划或其他员工期权或激励计划（如有）获授相应的股份期权或股权激励。公司有全权酌情权对该等期权或激励计划的条款不时做出修订。公司亦有全权酌情权根据公司的业绩及董事的表现决定是否给予董事任何奖金（包括该等奖金的金额（如有））以及其认为适当的额外福利。该等股份期权或股权激励、奖金和额外福利亦须经过董事会薪酬委员的确认。

4.4 董事应自行负责就阁下所得缴交所有适用税项。

5. 保險

在董事聘用期限內，公司將為閣下購買合適的董事責任保險。

6. 其他權益

- 6.1 除非另有約定，在遵守本協議第 6.2 條的前提下，于聘用期限內董事(在未取得董事會的事先書面同意前)將不會直接或間接從事、涉及或參與任何其他業務、貿易或職業或于其中擁有任何權益。董事會按照本條款給予的書面同意可在任何時間撤回。
- 6.2 尽管存在第 6.1 條的相關規定，董事可為投資目的而持有在任何證券交易所上市的任何公司不超過 5%的權益(證券面值)，只要該公司並非經營與本集團任何公司當時經營的業務相競爭或可能相競爭的任何業務。
- 6.3 董事須在聘用期限內向相關機構(包括但不限於聯交所和證券及期貨事務監察委員會)及本公司披露其對本公司及任何集團公司的證券擁有的所有權益，該權益具有《證券及期貨條例》第 XV 部(或不時有效的其他適用法律及法規)賦予的涵義，以及披露其可能對該等證券進行的任何買賣。有關通知應按照《證券及期貨條例》第 XV 部(或不時有效的其他適用法律及法規)的模式及期限作出，並应符合《上市規則》附錄十《上市發行人董事進行證券交易的标准守則》的規定。
- 6.4 董事應在聘用期內就其或其任何聯繫人(定義見《上市規則》)擁有重大權益的任何交易或任何關連交易(定義見《上市規則》)或任何持續關連交易(定義見《上市規則》)披露其本人或其任何聯繫人的權益，並須放棄就該等交易的投票。

7. 股份買賣

- 7.1 董事如果是可能屬於內幕消息或須予公布的交易進行磋商時的其中一方或其知悉有關磋商，則不得買賣本公司的證券，直至有關公告發布為止。如董事並非該等磋商的其中一方，但已獲知有關可能屬於內幕消息或股價敏感性質的信息，則不得在同樣的期間買賣本公司證券。董事也必須遵守(如屬相關)所有在香港不時生效的法律及法規，包括但不限於《公司條例》、《證券及期貨條例》、《上市規則》及《上市規則》附錄十《上市發行人董事進行證券交易的标准守則》中有关買賣本公司證券的規定。
- 7.2 董事不得在年度業績公布日期之前 60 日內，以及于季度業績(如有)及半年度業績公布日期之前 30 日內，或如屬較短期間，从有关財政期間末直到業績刊發日期止期間，買賣本公司的證券。在任何情況下，董事如未通知董事長(或為該目的而獲委任的其他董事)並在發出該通知的 5 個營業日內（定義見《上市規則》）接獲注明日期的書面確認書，則不得買賣本公司的證券。

7.3 对董事进行证券买卖的限制，同样适用于董事的配偶或任何未成年子女(亲生或收养的)、或代该等子女所进行的任何交易，以及适用于任何其他就《证券及期货条例》第 XV 部(或其他不时生效的适用法律及法规)而言，该董事在其中拥有或被视为拥有权益的交易。有关限制也应适用于管理任何董事基金的投资经理，不论该投资经理是否具有全权酌情决定权投资有关基金。

7.4 掌握机密的内幕消息信息的董事，不得怂使或促使他人买卖在联交所上市的证券。

8. 终止聘用

8.1 聘用应根据第 2.2 条终止，而任何一方均可按照本第 8 条终止聘用。

8.2 本公司可在下列情况下以书面摘要通知即时终止聘用：

- (a) 如董事重大或重复违反其在本协议或聘用项下应履行的任何义务；
- (b) 如董事有重大不当行为，且董事会合理认为该行为已经或可能损害本公司或任何集团公司的业务或事务；
- (c) 如董事有犯罪行为且董事会合理认为该行为会致使或可能致使其本身、本公司或任何集团公司的名誉受损；
- (d) 如董事被宣布破产、或如其与债权人订立或为债权人利益而达成任何一般债务重整协议或债务偿还安排；
- (e) 如董事犯有任何刑事罪行(根据香港或中国其他地区的道路交通法例下的罪行除外)；或
- (f) 法律允许即时革职的任何其他原因。

8.3 如董事在按照本公司章程、《上市规则》、《公司条例》或其他适用的法律法规规定其必须参与重选的股东大会上未获本公司股东重选连任，则董事聘用也必须立即终止。

8.4 任何一方也可向另一方发出至少三个月的书面通知以终止聘用。

8.5 不论按照任何理由(以及不论是否违反合同或其他情况)终止聘用时，董事将会：

- (a) 就董事占有或在阁下控制之下的，且在董事聘用期内由董事编制或交付予董事的，属于公司或其任何附属公司或者与之有关的一切文件、其他资料(包括复印件)以及其他财产，立即向公司退还；及
- (b) 即时辞任其在本公司或任何集团公司的职位而将不会获取任何离职赔偿。如董事未能辞任，该名董事谨此不可撤回地授权本公司委任他人以

其名义并代其签署任何文件及进行任何事情以使其辞职生效。

- 8.6 在聘用终止后任何时间，董事将不会以任何方式声称其本人参与本公司或任何集团公司的业务、或于该业务中拥有权益、或受雇于本公司或任何集团公司。
- 8.7 董事同意其不会在其获委聘期间或之后的任何时间贬损或批评本公司、任何集团公司或任何联属或关连实体，或作出任何负面的公众评论，无论是通过新闻采访或向媒体、本公司现任或前任高管、董事或雇员或本公司、任何集团公司或任何联属或关连实体有业务关系的任何个人或实体表达彼等的个人观点、意见或判断。

9. 保密

- 9.1 除(i)已取得公司的事先书面同意;(ii)为履行阁下的董事职责，且有必要时，向公司、其任何附属公司或关联公司的相关员工或者公司或其任何附属公司、关联公司雇佣或聘用的专业顾问、其他顾问或代理人进行的披露；或(iii)法律或任何有关监管机构要求之外，阁下在任期间及卸任后，均不得向任何第三方披露或者使用(不论是否为阁下自身及阁下亲属及其各自的联系人的利益)有关公司、其附属公司及其他关联公司的业务及财务的保密信息（并须努力避免其泄露或为公众可用）。
- 9.2 在法律或任何有关监管机构要求的范围内，倘阁下按要求应披露任何保密信息，则阁下应在可行及合法的情况下，在披露发生前，立即就该披露的时限及内容通知公司，且配合公司为就该等要求的有效性提出异议而可能合理采取的行动。

10. 利益竞争

- 10.1 董事谨此向本公司承诺(为其本身及作为每一家集团公司的受托人及代理)，不论是直接或间接地以其个人名义，或代表或联同任何其他个人、商行、公司或任何其他实体，其不会：
- (a) 除非在终止日期或之前取得董事会的豁免，否则，在终止日期后六个月内，直接或间接地在任何集团公司运营的任何司法管辖区内，从事任何贸易或业务或于当中拥有权益(不论作为主要股东、合伙人、独资经营者、负责人、雇员、代理或其他身份)，而该贸易或业务与本公司或任何集团在终止日期所进行的任何贸易或业务相竞争或可能相竞争，且作为聘用的一部分，该董事曾涉及或参与该等有关贸易或业务；
- (b) 在终止日期后六个月内，直接或间接地(并且不论为其本身利益或为任何其他人士、商行、公司或机构)从本公司或任何集团公司招揽或致力招揽在终止日期以及在终止日期之前的六个月内的任何时间，在本公

司担任行政职位的任何雇员，而作为聘用一部分，该董事曾与该雇员共事或维持私人联系；

- (c) 在终止日期后六个月内，直接或间接地(不论为其本身利益或为任何其他人士、商行、公司或机构)从本公司或任何集团公司招揽或致力招揽任何人士、商行、公司或机构的业务(而该人士、商行、公司或机构在终止日期以及在终止日期之前的六个月内的任何时间，曾经是本公司或任何集团公司的客户或具有与本公司或任何集团公司进行买卖的习惯，以及作为聘用一部分，该董事曾与其进行直接买卖或维持私人联系)，以致于损害本公司或任何集团公司的商誉或以致于与本公司或任何集团公司产生互相竞争；及
- (d) 在终止日期后六个月内，直接或间接地(不论为其本身利益或为任何其他人士、商行、公司或机构)与任何人士、商行、公司或机构进行买卖(而该人士、商行、公司或机构在终止日期以及在终止日期之前的六个月内的任何时间，曾经是本公司或任何集团公司的客户或具有与本公司或任何集团公司进行买卖的习惯，以及作为聘用一部分，该董事曾与其进行直接买卖或维持私人联系)，以致于损害本公司或任何集团公司的商誉或以致于与本公司或任何集团公司产生互相竞争。

就本第 10 条而言，“终止日期”一词应指不论何种原因导致的聘用终止，包括但不限于由本公司所作出的对本协议造成毁约性违约的终止。

10.2 董事确认并同意：

- (a) 本第 10 条中的各项限制均系合理，应被理解为各自独立的限制；及
- (b) 如任何该等限制因超越保障本公司利益的合理情况而被具有司法管辖权的法院判定为无效或不可强制执行，但如果部分用语被删除后，该等限制可成为有效，则上述限制在作出使其有效且可实施的必要删除后应当适用。

11. 通知

根据本协议书发出的任何通知必须以信函发出。向本公司发送的通知，应寄往本公司地址并标明收件人为公司秘书。向董事发送的通知可交予董事本人或发往董事的最近已知地址。除专人递送外，通知应视为在信函于正常寄送或传输过程完成时送达。

12. 其他

- 12.1 如董事在聘用期间停任(因辞职而停任除外)本公司董事、本协议及聘用将按董事职衔所适用的相同职责及责任在当时继续有效。

- 12.2 董事必须作出一项如《上市规则》附录五所载的正式声明及承诺，即其将向联交所提供有关其专业资格、其可能担任的任何其他董事职位、以及如其是否曾因犯有不诚实罪行而被定罪或其他类似情形的一般资料。订立本协议即代表董事也承诺尽其所能遵守《上市规则》及《证券及期货条例》(或其他不时生效的适用法律及法规)的规定。董事也确认，作为一家股份在联交所主板上市的公司的董事，其也将受制于其他各项适用于该类上市公司董事的法律、规则及法规。
- 12.3 本协议构成双方之间的全部协议及理解，并取代本公司与董事之间的所有其他口头及书面协议(在本协议明订者除外)。董事确认，其并未依赖在本协议中并无载述或明确引述的且作为组成董事聘用合同一部分的任何声明、保证或承诺而订立本协议。
- 12.4 董事谨此向本公司声明并保证，其将不会因订立本协议或因履行本协议项下任何职责而违反与第三方订立的任何聘用条款(不论明示或默示的条款)或对其有约束力的任何其他义务。

13. 争议解决

- 13.1 本协议应受香港法律监管并按香港法律解释。
- 13.2 由本协议引起或与之相关的一切争议、分歧或权利主张，包括违约、本协议的解除或无效，将最终遵循于合规提交仲裁通知当日有效的香港国际仲裁中心仲裁规则予以解决。仲裁地将位于香港，仲裁庭由一（1）名仲裁员构成。仲裁程序以英语进行。本协议中所规定的仲裁程序，应为各方有关本协议书所引起或与之有关的争议的唯一且排他的争议解决程序；但是如一方为避免不可挽回的损害或损失认为有此必要，可向有权对另一方进行司法管辖的法院寻求初步禁止令或其他初步司法救济。除该等行动外，各方将继续本着善意原则参与本协议书所约定的仲裁程序。仲裁机构的裁决是终局裁决，对各方均具约束力。

甲方: JST Group Corporation Limited

代表: 骆海东

签署: 骆海东

职位: 执行董事

乙方: 李灿升

姓名: 李灿升

JST Group Corporation Limited

聚水潭集團股份有限公司

执行董事

服务协议

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本协议由以下双方订立及签订：

- (1) **JST Group Corporation Limited** (聚水潭集團股份有限公司)，其注册办公室位于 Palm Grove Unit 4, 265 Smith Road, George Town, P.O. Box 52A, Edgewater Way, #1653, Grand Cayman KY1-9006, Cayman Islands (“本公司”)；及
- (2) 王瑜，其地址位于中国杭州市滨江区钱塘春晓花园 13 幢 2 单元 1102 室(“董事”)。

现协议如下：

1. 释义

联系人具有《上市规则》赋予的涵义；

董事会指本公司董事会或正式组成的董事会委员会；

《公司条例》指《公司条例》(香港法例第 622 章)；

聘用指按照本协议的条款及条件的董事聘用；

联交所指香港联合交易所有限公司；

本集团指本公司及其附属公司；

集团公司指本公司或其任何附属公司；

香港指中国香港特别行政区；

《上市规则》指《香港联合交易所有限公司证券上市规则》；

证券具有《上市规则》附录十第 7(c)条所赋予的涵义；

《证券及期货条例》指《证券及期货条例》(香港法例第 571 章)；及

中国指中华人民共和国。

2. 任期及职务说明

2.1 董事获本公司聘用为执行董事或获董事会不时可能合法委派、符合其身份和资历的其他职位。

2.2 在遵守本协议第 8 条的前提下，聘用期限自本公司的证券在联交所开始买卖当日（即上市日）初步为期三年，可以连选连任。董事确认，根据《上市规则》的规定，在若干情形下公司的董事职位须轮值告退。

3. 职责

3.1 于聘用期限内，董事将：

- (a) 履行董事会不时向其合法和适当委派的一切职责并行使一切有关权力，不论该等职责或权力是否与本公司或本集团任何公司有关；
- (b) 遵守董事会向其合法和适当地作出的一切指示；
- (c) 尽其最大努力保障和促进本公司的利益；
- (d) 付出足够的时间、注意力、技能和能力以履行其作为本公司执行董事的职责；
- (e) 按董事会可能不时确定的方式让董事会全面知悉其行动并就其对本公司的管理向董事会报告；
- (f) 根据其在本协议项下职责为本集团提供有关服务并(在无其他薪酬的情况下，除非另有协定)在与其本身职位一致的前提下接纳董事会可能不时合理要求的在本集团的有关职位；及
- (g) 符合《上市规则》、《证券及期货条例》的规定及履行在普通法及《公司章程》项下的董事责任。

3.2 董事同意在董事会可能不时要求董事驻守的地点(包括香港及中国其他地区)工作，并出席在本公司不时通知的地点所举行的董事会会议。

3.3 董事应直接向董事会报告。

4. 薪酬及费用

4.1 除非董事会或薪酬委员会另行决定，董事将不收取服务费用。

4.2 就董事因履行职责而产生的差旅、住宿、机票等合理的实际开支，公司将按内部标准及流程予以报销。

4.3 董事可能不时根据公司已采纳的限制性股份单位计划或其他员工期权或激励计划（如有）获授相应的股份期权或股权激励。公司有全权酌情权对该等期权或激励计划的条款不时做出修订。公司亦有全权酌情权根据公司的业绩及董事的表现决定是否给予董事任何奖金（包括该等奖金的金额（如有））以及其认为适当的额外福利。该等股份期权或股权激励、奖金和额外福利亦须经过董事会薪酬委员的确认。

4.4 董事应自行负责就阁下所得缴交所有适用税项。

5. 保險

在董事聘用期限內，公司將為閣下購買合適的董事責任保險。

6. 其他權益

- 6.1 除非另有約定，在遵守本協議第 6.2 條的前提下，于聘用期限內董事(在未取得董事會的事先書面同意前)將不會直接或間接從事、涉及或參與任何其他業務、貿易或職業或于其中擁有任何權益。董事會按照本條款給予的書面同意可在任何時間撤回。
- 6.2 尽管存在第 6.1 條的相關規定，董事可為投資目的而持有在任何證券交易所上市的任何公司不超過 5%的權益(證券面值)，只要該公司並非經營與本集團任何公司當時經營的業務相競爭或可能相競爭的任何業務。
- 6.3 董事須在聘用期限內向相關機構(包括但不限於聯交所和證券及期貨事務監察委員會)及本公司披露其對本公司及任何集團公司的證券擁有的所有權益，該權益具有《證券及期貨條例》第 XV 部(或不時有效的其他適用法律及法規)賦予的涵義，以及披露其可能對該等證券進行的任何買賣。有關通知應按照《證券及期貨條例》第 XV 部(或不時有效的其他適用法律及法規)的模式及期限作出，並应符合《上市規則》附錄十《上市發行人董事進行證券交易的标准守則》的規定。
- 6.4 董事應在聘用期內就其或其任何聯繫人(定義見《上市規則》)擁有重大權益的任何交易或任何關連交易(定義見《上市規則》)或任何持續關連交易(定義見《上市規則》)披露其本人或其任何聯繫人的權益，並須放棄就該等交易的投票。

7. 股份買賣

- 7.1 董事如果是可能屬於內幕消息或須予公布的交易進行磋商時的其中一方或其知悉有關磋商，則不得買賣本公司的證券，直至有關公告發布為止。如董事並非該等磋商的其中一方，但已獲知有關可能屬於內幕消息或股價敏感性質的信息，則不得在同樣的期間買賣本公司證券。董事也必須遵守(如屬相關)所有在香港不時生效的法律及法規，包括但不限於《公司條例》、《證券及期貨條例》、《上市規則》及《上市規則》附錄十《上市發行人董事進行證券交易的标准守則》中有關買賣本公司證券的規定。
- 7.2 董事不得在年度業績公布日期之前 60 日內，以及于季度業績(如有)及半年度業績公布日期之前 30 日內，或如屬較短期間，從有關財政期間末直到業績刊發日期止期間，買賣本公司的證券。在任何情況下，董事如未通知董事長(或為該目的而獲委任的其他董事)並在發出該通知的 5 個營業日內(定義見《上市規則》)接獲注明日期的書面確認書，則不得買賣本公司的證券。

7.3 对董事进行证券买卖的限制，同样适用于董事的配偶或任何未成年子女(亲生或收养的)、或代该等子女所进行的任何交易，以及适用于任何其他就《证券及期货条例》第 XV 部(或其他不时生效的适用法律及法规)而言，该董事在其中拥有或被视为拥有权益的交易。有关限制也应适用于管理任何董事基金的投资经理，不论该投资经理是否具有全权酌情决定权投资有关基金。

7.4 掌握机密的内幕消息信息的董事，不得怂使或促使他人买卖在联交所上市的证券。

8. 终止聘用

8.1 聘用应根据第 2.2 条终止，而任何一方均可按照本第 8 条终止聘用。

8.2 本公司可在下列情况下以书面摘要通知即时终止聘用：

- (a) 如董事重大或重复违反其在本协议或聘用项下应履行的任何义务；
- (b) 如董事有重大不当行为，且董事会合理认为该行为已经或可能损害本公司或任何集团公司的业务或事务；
- (c) 如董事有犯罪行为且董事会合理认为该行为会致使或可能致使其本身、本公司或任何集团公司的名誉受损；
- (d) 如董事被宣布破产、或如其与债权人订立或为债权人利益而达成任何一般债务重整协议或债务偿还安排；
- (e) 如董事犯有任何刑事罪行(根据香港或中国其他地区的道路交通法例下的罪行除外)；或
- (f) 法律允许即时革职的任何其他原因。

8.3 如董事在按照本公司章程、《上市规则》、《公司条例》或其他适用的法律法规规定其必须参与重选的股东大会上未获本公司股东重选连任，则董事聘用也必须立即终止。

8.4 任何一方也可向另一方发出至少三个月的书面通知以终止聘用。

8.5 不论按照任何理由(以及不论是否违反合同或其他情况)终止聘用时，董事将会：

- (a) 就董事占有或在阁下控制之下的，且在董事聘用期内由董事编制或交付予董事的，属于公司或其任何附属公司或者与之有关的一切文件、其他资料(包括复印件)以及其他财产，立即向公司退还；及
- (b) 即时辞任其在本公司或任何集团公司的职位而将不会获取任何离职赔偿。如董事未能辞任，该名董事谨此不可撤回地授权本公司委任他人以

其名义并代其签署任何文件及进行任何事情以使其辞职生效。

- 8.6 在聘用终止后任何时间，董事将不会以任何方式声称其本人参与本公司或任何集团公司的业务、或于该业务中拥有权益、或受雇于本公司或任何集团公司。
- 8.7 董事同意其不会在其获委聘期间或之后的任何时间贬损或批评本公司、任何集团公司或任何联属或关连实体，或作出任何负面的公众评论，无论是通过新闻采访或向媒体、本公司现任或前任高管、董事或雇员或本公司、任何集团公司或任何联属或关连实体有业务关系的任何个人或实体表达彼等的个人观点、意见或判断。

9. 保密

- 9.1 除(i)已取得公司的事先书面同意;(ii)为履行阁下的董事职责，且有必要时，向公司、其任何附属公司或关联公司的相关员工或者公司或其任何附属公司、关联公司雇佣或聘用的专业顾问、其他顾问或代理人进行的披露；或(iii)法律或任何有关监管机构要求之外，阁下在任期间及卸任后，均不得向任何第三方披露或者使用(不论是否为阁下自身及阁下亲属及其各自的联系人的利益)有关公司、其附属公司及其他关联公司的业务及财务的保密信息（并须努力避免其泄露或为公众可用）。
- 9.2 在法律或任何有关监管机构要求的范围内，倘阁下按要求应披露任何保密信息，则阁下应在可行及合法的情况下，在披露发生前，立即就该披露的时限及内容通知公司，且配合公司为就该等要求的有效性提出异议而可能合理采取的行动。

10. 利益竞争

- 10.1 董事谨此向本公司承诺(为其本身及作为每一家集团公司的受托人及代理)，不论是直接或间接地以其个人名义，或代表或联同任何其他个人、商行、公司或任何其他实体，其不会：
- (a) 除非在终止日期或之前取得董事会的豁免，否则，在终止日期后六个月内，直接或间接地在任何集团公司运营的任何司法管辖区内，从事任何贸易或业务或于当中拥有权益(不论作为主要股东、合伙人、独资经营者、负责人、雇员、代理或其他身份)，而该贸易或业务与本公司或任何集团在终止日期所进行的任何贸易或业务相竞争或可能相竞争，且作为聘用的一部分，该董事曾涉及或参与该等有关贸易或业务；
- (b) 在终止日期后六个月内，直接或间接地(并且不论为其本身利益或为任何其他人士、商行、公司或机构)从本公司或任何集团公司招揽或致力招揽在终止日期以及在终止日期之前的六个月内的任何时间，在本公

司担任行政职位的任何雇员，而作为聘用一部分，该董事曾与该雇员共事或维持私人联系；

- (c) 在终止日期后六个月内，直接或间接地(不论为其本身利益或为任何其他人士、商行、公司或机构)从本公司或任何集团公司招揽或致力招揽任何人士、商行、公司或机构的业务(而该人士、商行、公司或机构在终止日期以及在终止日期之前的六个月内的任何时间，曾经是本公司或任何集团公司的客户或具有与本公司或任何集团公司进行买卖的习惯，以及作为聘用一部分，该董事曾与其进行直接买卖或维持私人联系)，以致于损害本公司或任何集团公司的商誉或以致于与本公司或任何集团公司产生互相竞争；及
- (d) 在终止日期后六个月内，直接或间接地(不论为其本身利益或为任何其他人士、商行、公司或机构)与任何人士、商行、公司或机构进行买卖(而该人士、商行、公司或机构在终止日期以及在终止日期之前的六个月内的任何时间，曾经是本公司或任何集团公司的客户或具有与本公司或任何集团公司进行买卖的习惯，以及作为聘用一部分，该董事曾与其进行直接买卖或维持私人联系)，以致于损害本公司或任何集团公司的商誉或以致于与本公司或任何集团公司产生互相竞争。

就本第 10 条而言，“终止日期”一词应指不论何种原因导致的聘用终止，包括但不限于由本公司所作出的对本协议造成毁约性违约的终止。

10.2 董事确认并同意：

- (a) 本第 10 条中的各项限制均系合理，应被理解为各自独立的限制；及
- (b) 如任何该等限制因超越保障本公司利益的合理情况而被具有司法管辖权的法院判定为无效或不可强制执行，但如果部分用语被删除后，该等限制可成为有效，则上述限制在作出使其有效且可实施的必要删除后应当适用。

11. 通知

根据本协议书发出的任何通知必须以信函发出。向本公司发送的通知，应寄往本公司地址并标明收件人为公司秘书。向董事发送的通知可交予董事本人或发往董事的最近已知地址。除专人递送外，通知应视为在信函于正常寄送或传输过程完成时送达。

12. 其他

- 12.1 如董事在聘用期间停任(因辞职而停任除外)本公司董事、本协议及聘用将按董事职衔所适用的相同职责及责任在当时继续有效。

- 12.2 董事必须作出一项如《上市规则》附录五所载的正式声明及承诺，即其将向联交所提供有关其专业资格、其可能担任的任何其他董事职位、以及如其是否曾因犯有不诚实罪行而被定罪或其他类似情形的一般资料。订立本协议即代表董事也承诺尽其所能遵守《上市规则》及《证券及期货条例》(或其他不时生效的适用法律及法规)的规定。董事也确认，作为一家股份在联交所主板上市的公司的董事，其也将受制于其他各项适用于该类上市公司董事的法律、规则及法规。
- 12.3 本协议构成双方之间的全部协议及理解，并取代本公司与董事之间的所有其他口头及书面协议(在本协议明订者除外)。董事确认，其并未依赖在本协议中并无载述或明确引述的且作为组成董事聘用合同一部分的任何声明、保证或承诺而订立本协议。
- 12.4 董事谨此向本公司声明并保证，其将不会因订立本协议或因履行本协议项下任何职责而违反与第三方订立的任何聘用条款(不论明示或默示的条款)或对其有约束力的任何其他义务。

13. 争议解决

- 13.1 本协议应受香港法律监管并按香港法律解释。
- 13.2 由本协议引起或与之相关的一切争议、分歧或权利主张，包括违约、本协议的解除或无效，将最终遵循于合规提交仲裁通知当日有效的香港国际仲裁中心仲裁规则予以解决。仲裁地将位于香港，仲裁庭由一（1）名仲裁员构成。仲裁程序以英语进行。本协议中所规定的仲裁程序，应为各方有关本协议书所引起或与之有关的争议的唯一且排他的争议解决程序；但是如一方为避免不可挽回的损害或损失认为有此必要，可向有权对另一方进行司法管辖的法院寻求初步禁止令或其他初步司法救济。除该等行动外，各方将继续本着善意原则参与本协议书所约定的仲裁程序。仲裁机构的裁决是终局裁决，对各方均具约束力。

甲方: JST Group Corporation Limited

代表: 骆海东

签署: 骆海东

职位: 执行董事

乙方：

王瑜

姓名：王瑜

JST GROUP CORPORATION LIMITED

Luo Mei

APPOINTMENT LETTER
FOR INDEPENDENT NON-EXECUTIVE DIRECTOR

THIS APPOINTMENT LETTER (the “**Letter**”) is made and entered into on October 5, 2025

BETWEEN

- (1) **JST Group Corporation Limited** whose registered office is at Palm Grove Unit 4, 265 Smith Road, George Town, P.O. Box 52A, Edgewater Way, #1653, Grand Cayman KY1-9006, Cayman Islands (the “**Company**”); and
- (2) **Luo Mei (罗玫)** of Room 501, Unit 4, Building 7 of Heqingyuan, Tshinghua Garden, Haidian District, Beijing, PRC (the “**Director**”).

IT IS AGREED as follows:

1. DEFINITIONS

Appointment means the Director’s appointment in accordance with the terms and conditions of this Letter;

Articles means the amended and restated articles of association of the Company to be adopted by the Company prior to and in connection with the proposed listing of the shares of the Company on the Main Board of the Exchange;

Companies Ordinance means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

Board means the board of Directors of the Company or a duly constituted committee of the board of Directors;

Stock Exchange means the Stock Exchange of Hong Kong Limited;

Group means the Company and its subsidiaries (as defined in the Companies Ordinance);

Group Company means the Company or any of the subsidiaries of the Company;

Hong Kong means the Hong Kong Special Administrative Region of the People’s Republic of China;

Listing Rules means the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited;

Securities has the meaning given to it by section 7(c) of Appendix C3 to the Listing Rules; and

SFO means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

2. JOB DESCRIPTION AND TERMINATION

JOB DESCRIPTION

- 2.1 The Director shall be appointed by the Company as an independent non-executive Director, or in such other capacity, consistent with your status and seniority, to which you may be lawfully assigned by the Board from time to time.
- 2.2 You hereby represent and warrant to the company that as of the date of signing this Letter, you meet the requirements for independent non-executive directors as set out in the Listing Rules. In particular, Listing Rule 3.13 requires disclosure of the confirmation of independence in the Prospectus.
- 2.3 The term of the Appointment shall begin from the date on which trading in the Company's securities commences on the Stock Exchange (i.e. the Listing Date) and the term shall be three years, unless and until it is terminated according to the terms of this Letter or by either party giving to the other not less than three (3) months' prior notice, except in circumstances set out in Clause 2.4 below. and subject to re-election as and when required under the Articles.

TERMINATION

- 2.4 You acknowledge that under the Articles, the office of a Director of the Company is liable to be vacated in certain circumstances. Your appointment shall automatically terminate under the following circumstances, without the need for notice or compensation:
- (i) you no longer meet the qualifications to serve as a Director under the Articles, company regulations, Listing Rules, or other applicable laws and regulations;
 - (ii) you vacate your position as a Director due to rotation as stipulated in the Articles or company regulations;
 - (iii) any subsequent change in circumstances that may affect your independence as an independent non-executive Director of the Company;
 - (iv) you fail to be re-elected as a Director when you stand for re-election; or
 - (v) if you engage in any significant misconduct or serious or repeated breaches of the duties owed by Directors to the Company, or if you undertake actions that the Company believes may harm the reputation of the Company or any of its subsidiaries, the Company may terminate this appointment with seven days' prior written notice if you fail to remedy the situation within seven days of

receiving a written request for correction.

The termination of your appointment pursuant to Clause 2.4 shall not affect any rights accrued by either party prior to such termination. However, you shall not be entitled to any severance compensation, and the company shall not be liable to pay you any fees for the unexpired portion of your term.

- 2.5 Upon termination of your appointment, you shall promptly destroy or return to the company all documents, materials (including copies), and other properties that belong to the Company or any of its subsidiaries or are related to them, which are in your possession or control and were prepared or delivered to you during your term, without retaining any copies or electronic information.

3. YOUR DUTIES AND THE COMPANY'S DUTIES

YOUR DUTIES

3.1 During the term of the Appointment, the Director shall:

- (i) perform all such duties and exercise all such powers as are lawfully and properly assigned to you from time to time by the Board, whether such duties or powers relate to the Company or any company in the Group;
- (ii) comply with all directions lawfully and properly given to you by the Board;
- (iii) use your best endeavours to protect and promote the interests of the Company;
- (iv) devote sufficient time, attention, skill and ability to discharge the duties of your office as an independent non-executive Director of the Company;
- (v) keep the Board fully informed of your actions and report to the Board in relation to your management of the Company in such manner as the Board may from time to time determine;
- (vi) in pursuance of your duties hereunder perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require provided the same are consistent with your office;
- (vii) comply with the requirements stipulated company regulations, and Articles, and comply with all applicable laws and regulations, including but not limited to the SFO, the common law, the Companies Ordinance and the Hong Kong Code on Takeovers and Mergers;

-
- (viii) comply with the Listing Rules (as amended from time to time), including but not limited to the provisions in Chapter 3 of the Listing Rules, the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules (“**Model Code for Securities Transactions**”) and the Corporate Governance Code and Corporate Governance Report (the “**Corporate Governance Code**”) as set out in Appendix C1 to the Listing Rules;
 - (ix) disclose to the Company, to the extent permitted by the relevant laws, regulations, rules, and policies all other directorships and any other (direct or indirect) interests, appointment relationships, consultancy relationships, or connections, including all shareholdings that must be disclosed under the Ordinance, as well as any interests you have in any business that competes or may compete with the business of the company or its subsidiaries, and also keep the Company continuously informed of any changes to such arrangements; and
 - (x) promptly inform the Company, to the extent permitted by the relevant laws, regulations, rules, and policies, if you no longer meet the qualifications to serve as an independent non-executive Director of the Company under the Listing Rules, company regulations, articles of association, or other applicable laws and regulations or rules. If the Board or the Stock Exchange determines that you no longer meet the qualifications to serve as an independent non-executive Director and informs you of this, your position as an independent non-executive Director of the company shall be automatically terminated, and you shall resign from your position as an independent non-executive Director of the Company.

3.2 The Director agrees to work at such location as the Board may from time to time require the Director to base yourself, and to attend board meetings at such location as notified by the Company from time to time.

3.3 The Director shall report to the Board directly.

COMPANY’S DUTIES

3.4 The Company shall, upon reasonable request from time to time, disclose to you information regarding the Company's (including all its subsidiaries) business, financial condition, and affairs, as well as details of any actual or potential significant changes.

4. REMUNERATION

4.1 Director's Fee

During the period of your service as an independent non-executive Director of the Company, you will be entitled to a service fee payable by the Company, which shall be RMB240,000.00 per annum and will be paid to you in equal monthly instalments. Such Director's service fee will be reviewed annually by the remuneration committee of the Board.

In addition to the described above, the Company shall reimburse you for reasonable actual expenses incurred in the performance of your duties, such as travel, accommodation, and airfare, in accordance with the Company's internal standards and procedures.

4.2 Bonus

The Company may, in its sole discretion, consider and pay the Director a bonus of such amount as the Board may determine in light of the Company's business performance and the Director's individual performance after confirmation with the Remuneration Committee (if applicable).

4.3 Share Based Compensation

The Director is entitled to join the Company's share options and/or share award programme, in the form of share options, restricted share units or any other forms share incentivization. The Company may, in its sole discretion, grant share-based awards to the Director from time to time, as determined by the Board in accordance with the terms of the share incentivization plan(s), accordingly such share-based compensation is part of the Director's remuneration.

5. INSURANCE

- 5.1 During your term of your Appointment, the Company will obtain appropriate Directors' liability insurance for you.

6. CONFIDENTIALITY

- 6.1 You shall not disclose or use any confidential information regarding the business and financial affairs of the Company, its subsidiaries, or other affiliated companies to any third party during your term and for one year thereafter (whether for your own

benefit or for the benefit of your relatives and their respective contacts), and you shall make every effort to avoid its disclosure or it being made public, except (i) with the prior written consent of the Company; (ii) for disclosures necessary to perform your duties as a Director to relevant employees of the Company, its subsidiaries, or affiliated companies, or to professional consultants, other advisors, or agents employed or retained by the Company or its subsidiaries (provided such entities have committed to the same confidentiality obligations); or (iii) as required by relevant laws or regulatory authorities.

- 6.2 If you are required to disclose any confidential information by law or any relevant regulatory authority, you shall, to the extent practicable and lawful, promptly notify the Company in writing of the timing and content of such disclosure prior to it occurring, and shall make reasonable efforts to assist the Company in challenging the validity of such requests.

7. CONFLICT OF INTERESTS

- 7.1 The Company acknowledges and accepts that you may have commercial interests and/or fiduciary responsibilities in entities outside of the Company. If you become aware of any potential conflicts of interest concerning the Company's business, you shall promptly disclose such conflicts to the board and its executive Directors as soon as they become apparent, and you shall abstain from participating in any board decisions related to those matters.

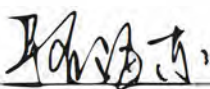
8. MISCELLANEOUS

- 8.1 Any notice issued under this Letter must be made in writing. Notices sent to the Company should be addressed to the Company's address and marked for the attention of the Company Secretary. Notices sent to you may be delivered to you personally or sent to your most recently known address. Except for personal delivery, notices shall be deemed to be served at the time of completion of normal posting or transmission processes.
- 8.2 No provision contained in this Letter shall be construed as creating any relationship of employer and employee between the Company and you, and this Letter shall have no such effect. You shall not dispute this understanding.
- 8.3 This Letter constitutes the entire agreement and understanding between the parties and supersedes all other agreements (both oral and in writing) between the Company and the Director (other than those expressly referred to herein). You acknowledge that you have not entered into this Letter in reliance upon any representation,

warranty or undertaking which is not set out in this Letter or expressly referred to in it as forming part of the Director's appointment letter.

- 8.4 This Letter is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 8.5 All disputes, controversies or claims arising out of or in connection with this Letter, including the breach, termination or invalidity of this Letter, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The place of arbitration shall be Hong Kong, and the arbitral tribunal shall consist of one (1) arbitrator. The arbitration proceedings shall be conducted in English. The arbitration procedures specified in this Letter shall be the sole and exclusive method of dispute resolution for any disputes arising from or related to this Letter; however, if a party believes it is necessary to avoid irreparable harm or loss, it may seek preliminary injunctions or other interim judicial relief from a court with jurisdiction over the other party. Except for such actions, the parties shall continue to participate in the arbitration process as agreed in good faith. The decision of the arbitration institution shall be final and binding on all parties.

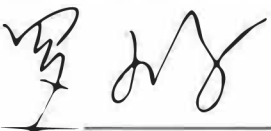
For and on behalf of
JST Group Corporation Limited



Name: Luo Haidong
Title: Executive Director

SIGNED by

Name: Luo Mei



[Signature page to the appointment letter for independent non-executive director]

JST GROUP CORPORATION LIMITED

Li Jiajun

APPOINTMENT LETTER
FOR INDEPENDENT NON-EXECUTIVE DIRECTOR

THIS APPOINTMENT LETTER (the “**Letter**”) is made and entered into on October 5, 2025

BETWEEN

- (1) **JST Group Corporation Limited** whose registered office is at Palm Grove Unit 4, 265 Smith Road, George Town, P.O. Box 52A, Edgewater Way, #1653, Grand Cayman KY1-9006, Cayman Islands (the “**Company**”); and
- (2) **Li Jiajun (李嘉俊)** of Room 1504, No. 6, Lane 858, Yulin Road, Yangpu District, Shanghai, PRC (the “**Director**”).

IT IS AGREED as follows:

1. DEFINITIONS

Appointment means the Director’s appointment in accordance with the terms and conditions of this Letter;

Articles means the amended and restated articles of association of the Company to be adopted by the Company prior to and in connection with the proposed listing of the shares of the Company on the Main Board of the Exchange;

Companies Ordinance means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

Board means the board of Directors of the Company or a duly constituted committee of the board of Directors;

Stock Exchange means the Stock Exchange of Hong Kong Limited;

Group means the Company and its subsidiaries (as defined in the Companies Ordinance);

Group Company means the Company or any of the subsidiaries of the Company;

Hong Kong means the Hong Kong Special Administrative Region of the People’s Republic of China;

Listing Rules means the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited;

Securities has the meaning given to it by section 7(c) of Appendix C3 to the Listing Rules; and

SFO means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

2. JOB DESCRIPTION AND TERMINATION

JOB DESCRIPTION

- 2.1 The Director shall be appointed by the Company as an independent non-executive Director, or in such other capacity, consistent with your status and seniority, to which you may be lawfully assigned by the Board from time to time.
- 2.2 You hereby represent and warrant to the company that as of the date of signing this Letter, you meet the requirements for independent non-executive directors as set out in the Listing Rules. In particular, Listing Rule 3.13 requires disclosure of the confirmation of independence in the Prospectus.
- 2.3 The term of the Appointment shall begin from the date on which trading in the Company's securities commences on the Stock Exchange (i.e. the Listing Date) and the term shall be three years, unless and until it is terminated according to the terms of this Letter or by either party giving to the other not less than three (3) months' prior notice, except in circumstances set out in Clause 2.4 below. and subject to re-election as and when required under the Articles.

TERMINATION

- 2.4 You acknowledge that under the Articles, the office of a Director of the Company is liable to be vacated in certain circumstances. Your appointment shall automatically terminate under the following circumstances, without the need for notice or compensation:
- (i) you no longer meet the qualifications to serve as a Director under the Articles, company regulations, Listing Rules, or other applicable laws and regulations;
 - (ii) you vacate your position as a Director due to rotation as stipulated in the Articles or company regulations;
 - (iii) any subsequent change in circumstances that may affect your independence as an independent non-executive Director of the Company;
 - (iv) you fail to be re-elected as a Director when you stand for re-election; or
 - (v) if you engage in any significant misconduct or serious or repeated breaches of the duties owed by Directors to the Company, or if you undertake actions that the Company believes may harm the reputation of the Company or any of its subsidiaries, the Company may terminate this appointment with seven days' prior written notice if you fail to remedy the situation within seven days of

receiving a written request for correction.

The termination of your appointment pursuant to Clause 2.4 shall not affect any rights accrued by either party prior to such termination. However, you shall not be entitled to any severance compensation, and the company shall not be liable to pay you any fees for the unexpired portion of your term.

- 2.5 Upon termination of your appointment, you shall promptly destroy or return to the company all documents, materials (including copies), and other properties that belong to the Company or any of its subsidiaries or are related to them, which are in your possession or control and were prepared or delivered to you during your term, without retaining any copies or electronic information.

3. YOUR DUTIES AND THE COMPANY'S DUTIES

YOUR DUTIES

3.1 During the term of the Appointment, the Director shall:

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- (ii) comply with all directions lawfully and properly given to you by the Board;
- (iii) use your best endeavours to protect and promote the interests of the Company;
- (iv) devote sufficient time, attention, skill and ability to discharge the duties of your office as an independent non-executive Director of the Company;
- (v) keep the Board fully informed of your actions and report to the Board in relation to your management of the Company in such manner as the Board may from time to time determine;
- (vi) in pursuance of your duties hereunder perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require provided the same are consistent with your office;
- (vii) comply with the requirements stipulated company regulations, and Articles, and comply with all applicable laws and regulations, including but not limited to the SFO, the common law, the Companies Ordinance and the Hong Kong Code on Takeovers and Mergers;

- (viii) comply with the Listing Rules (as amended from time to time), including but not limited to the provisions in Chapter 3 of the Listing Rules, the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules (“**Model Code for Securities Transactions**”) and the Corporate Governance Code and Corporate Governance Report (the “**Corporate Governance Code**”) as set out in Appendix C1 to the Listing Rules;
- (ix) disclose to the Company, to the extent permitted by the relevant laws, regulations, rules, and policies all other directorships and any other (direct or indirect) interests, appointment relationships, consultancy relationships, or connections, including all shareholdings that must be disclosed under the Ordinance, as well as any interests you have in any business that competes or may compete with the business of the company or its subsidiaries, and also keep the Company continuously informed of any changes to such arrangements; and
- (x) promptly inform the Company, to the extent permitted by the relevant laws, regulations, rules, and policies, if you no longer meet the qualifications to serve as an independent non-executive Director of the Company under the Listing Rules, company regulations, articles of association, or other applicable laws and regulations or rules. If the Board or the Stock Exchange determines that you no longer meet the qualifications to serve as an independent non-executive Director and informs you of this, your position as an independent non-executive Director of the company shall be automatically terminated, and you shall resign from your position as an independent non-executive Director of the Company.

3.2 The Director agrees to work at such location as the Board may from time to time require the Director to base yourself, and to attend board meetings at such location as notified by the Company from time to time.

3.3 The Director shall report to the Board directly.

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4. REMUNERATION

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In addition to the described above, the Company shall reimburse you for reasonable actual expenses incurred in the performance of your duties, such as travel, accommodation, and airfare, in accordance with the Company's internal standards and procedures.

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5. INSURANCE

- 5.1 During your term of your Appointment, the Company will obtain appropriate Directors' liability insurance for you.

6. CONFIDENTIALITY

- 6.1 You shall not disclose or use any confidential information regarding the business and financial affairs of the Company, its subsidiaries, or other affiliated companies to any third party during your term and for one year thereafter (whether for your own

benefit or for the benefit of your relatives and their respective contacts), and you shall make every effort to avoid its disclosure or it being made public, except (i) with the prior written consent of the Company; (ii) for disclosures necessary to perform your duties as a Director to relevant employees of the Company, its subsidiaries, or affiliated companies, or to professional consultants, other advisors, or agents employed or retained by the Company or its subsidiaries (provided such entities have committed to the same confidentiality obligations); or (iii) as required by relevant laws or regulatory authorities.

- 6.2 If you are required to disclose any confidential information by law or any relevant regulatory authority, you shall, to the extent practicable and lawful, promptly notify the Company in writing of the timing and content of such disclosure prior to it occurring, and shall make reasonable efforts to assist the Company in challenging the validity of such requests.

7. CONFLICT OF INTERESTS

- 7.1 The Company acknowledges and accepts that you may have commercial interests and/or fiduciary responsibilities in entities outside of the Company. If you become aware of any potential conflicts of interest concerning the Company's business, you shall promptly disclose such conflicts to the board and its executive Directors as soon as they become apparent, and you shall abstain from participating in any board decisions related to those matters.

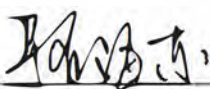
8. MISCELLANEOUS

- 8.1 Any notice issued under this Letter must be made in writing. Notices sent to the Company should be addressed to the Company's address and marked for the attention of the Company Secretary. Notices sent to you may be delivered to you personally or sent to your most recently known address. Except for personal delivery, notices shall be deemed to be served at the time of completion of normal posting or transmission processes.
- 8.2 No provision contained in this Letter shall be construed as creating any relationship of employer and employee between the Company and you, and this Letter shall have no such effect. You shall not dispute this understanding.
- 8.3 This Letter constitutes the entire agreement and understanding between the parties and supersedes all other agreements (both oral and in writing) between the Company and the Director (other than those expressly referred to herein). You acknowledge that you have not entered into this Letter in reliance upon any representation,

warranty or undertaking which is not set out in this Letter or expressly referred to in it as forming part of the Director's appointment letter.

- 8.4 This Letter is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 8.5 All disputes, controversies or claims arising out of or in connection with this Letter, including the breach, termination or invalidity of this Letter, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The place of arbitration shall be Hong Kong, and the arbitral tribunal shall consist of one (1) arbitrator. The arbitration proceedings shall be conducted in English. The arbitration procedures specified in this Letter shall be the sole and exclusive method of dispute resolution for any disputes arising from or related to this Letter; however, if a party believes it is necessary to avoid irreparable harm or loss, it may seek preliminary injunctions or other interim judicial relief from a court with jurisdiction over the other party. Except for such actions, the parties shall continue to participate in the arbitration process as agreed in good faith. The decision of the arbitration institution shall be final and binding on all parties.

For and on behalf of
JST Group Corporation Limited



Name: Luo Haidong
Title: Executive Director

SIGNED by

Name: Li Jiajun



[Signature page to the appointment letter for independent non-executive director]

JST GROUP CORPORATION LIMITED

Sheng Kaiqiang

APPOINTMENT LETTER
FOR INDEPENDENT NON-EXECUTIVE DIRECTOR

THIS APPOINTMENT LETTER (the “**Letter**”) is made and entered into on October 5, 2025

BETWEEN

- (1) **JST Group Corporation Limited** whose registered office is at Palm Grove Unit 4, 265 Smith Road, George Town, P.O. Box 52A, Edgewater Way, #1653, Grand Cayman KY1-9006, Cayman Islands (the “**Company**”); and
- (2) **Sheng Kaiqiang (盛凱強)** of No. 224 Geman Road, Dongsheng Village, Duohu Street, Jindong District, Jinhua, Zhejiang, PRC (the “**Director**”).

IT IS AGREED as follows:

1. DEFINITIONS

Appointment means the Director’s appointment in accordance with the terms and conditions of this Letter;

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 - (iii) any subsequent change in circumstances that may affect your independence as an independent non-executive Director of the Company;
 - (iv) you fail to be re-elected as a Director when you stand for re-election; or
 - (v) if you engage in any significant misconduct or serious or repeated breaches of the duties owed by Directors to the Company, or if you undertake actions that the Company believes may harm the reputation of the Company or any of its subsidiaries, the Company may terminate this appointment with seven days' prior written notice if you fail to remedy the situation within seven days of

receiving a written request for correction.

The termination of your appointment pursuant to Clause 2.4 shall not affect any rights accrued by either party prior to such termination. However, you shall not be entitled to any severance compensation, and the company shall not be liable to pay you any fees for the unexpired portion of your term.

- 2.5 Upon termination of your appointment, you shall promptly destroy or return to the company all documents, materials (including copies), and other properties that belong to the Company or any of its subsidiaries or are related to them, which are in your possession or control and were prepared or delivered to you during your term, without retaining any copies or electronic information.

3. YOUR DUTIES AND THE COMPANY'S DUTIES

YOUR DUTIES

3.1 During the term of the Appointment, the Director shall:

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- (ii) comply with all directions lawfully and properly given to you by the Board;
- (iii) use your best endeavours to protect and promote the interests of the Company;
- (iv) devote sufficient time, attention, skill and ability to discharge the duties of your office as an independent non-executive Director of the Company;
- (v) keep the Board fully informed of your actions and report to the Board in relation to your management of the Company in such manner as the Board may from time to time determine;
- (vi) in pursuance of your duties hereunder perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require provided the same are consistent with your office;
- (vii) comply with the requirements stipulated company regulations, and Articles, and comply with all applicable laws and regulations, including but not limited to the SFO, the common law, the Companies Ordinance and the Hong Kong Code on Takeovers and Mergers;

- (viii) comply with the Listing Rules (as amended from time to time), including but not limited to the provisions in Chapter 3 of the Listing Rules, the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules (“**Model Code for Securities Transactions**”) and the Corporate Governance Code and Corporate Governance Report (the “**Corporate Governance Code**”) as set out in Appendix C1 to the Listing Rules;
- (ix) disclose to the Company, to the extent permitted by the relevant laws, regulations, rules, and policies all other directorships and any other (direct or indirect) interests, appointment relationships, consultancy relationships, or connections, including all shareholdings that must be disclosed under the Ordinance, as well as any interests you have in any business that competes or may compete with the business of the company or its subsidiaries, and also keep the Company continuously informed of any changes to such arrangements; and
- (x) promptly inform the Company, to the extent permitted by the relevant laws, regulations, rules, and policies, if you no longer meet the qualifications to serve as an independent non-executive Director of the Company under the Listing Rules, company regulations, articles of association, or other applicable laws and regulations or rules. If the Board or the Stock Exchange determines that you no longer meet the qualifications to serve as an independent non-executive Director and informs you of this, your position as an independent non-executive Director of the company shall be automatically terminated, and you shall resign from your position as an independent non-executive Director of the Company.

3.2 The Director agrees to work at such location as the Board may from time to time require the Director to base yourself, and to attend board meetings at such location as notified by the Company from time to time.

3.3 The Director shall report to the Board directly.

COMPANY’S DUTIES

3.4 The Company shall, upon reasonable request from time to time, disclose to you information regarding the Company's (including all its subsidiaries) business, financial condition, and affairs, as well as details of any actual or potential significant changes.

4. REMUNERATION

4.1 Director's Fee

During the period of your service as an independent non-executive Director of the Company, you will be entitled to a service fee payable by the Company, which shall be RMB240,000.00 per annum and will be paid to you in equal monthly instalments. Such Director's service fee will be reviewed annually by the remuneration committee of the Board.

In addition to the described above, the Company shall reimburse you for reasonable actual expenses incurred in the performance of your duties, such as travel, accommodation, and airfare, in accordance with the Company's internal standards and procedures.

4.2 Bonus

The Company may, in its sole discretion, consider and pay the Director a bonus of such amount as the Board may determine in light of the Company's business performance and the Director's individual performance after confirmation with the Remuneration Committee (if applicable).

4.3 Share Based Compensation

The Director is entitled to join the Company's share options and/or share award programme, in the form of share options, restricted share units or any other forms share incentivization. The Company may, in its sole discretion, grant share-based awards to the Director from time to time, as determined by the Board in accordance with the terms of the share incentivization plan(s), accordingly such share-based compensation is part of the Director's remuneration.

5. INSURANCE

- 5.1 During your term of your Appointment, the Company will obtain appropriate Directors' liability insurance for you.

6. CONFIDENTIALITY

- 6.1 You shall not disclose or use any confidential information regarding the business and financial affairs of the Company, its subsidiaries, or other affiliated companies to any third party during your term and for one year thereafter (whether for your own

benefit or for the benefit of your relatives and their respective contacts), and you shall make every effort to avoid its disclosure or it being made public, except (i) with the prior written consent of the Company; (ii) for disclosures necessary to perform your duties as a Director to relevant employees of the Company, its subsidiaries, or affiliated companies, or to professional consultants, other advisors, or agents employed or retained by the Company or its subsidiaries (provided such entities have committed to the same confidentiality obligations); or (iii) as required by relevant laws or regulatory authorities.

- 6.2 If you are required to disclose any confidential information by law or any relevant regulatory authority, you shall, to the extent practicable and lawful, promptly notify the Company in writing of the timing and content of such disclosure prior to it occurring, and shall make reasonable efforts to assist the Company in challenging the validity of such requests.

7. CONFLICT OF INTERESTS

- 7.1 The Company acknowledges and accepts that you may have commercial interests and/or fiduciary responsibilities in entities outside of the Company. If you become aware of any potential conflicts of interest concerning the Company's business, you shall promptly disclose such conflicts to the board and its executive Directors as soon as they become apparent, and you shall abstain from participating in any board decisions related to those matters.

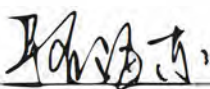
8. MISCELLANEOUS

- 8.1 Any notice issued under this Letter must be made in writing. Notices sent to the Company should be addressed to the Company's address and marked for the attention of the Company Secretary. Notices sent to you may be delivered to you personally or sent to your most recently known address. Except for personal delivery, notices shall be deemed to be served at the time of completion of normal posting or transmission processes.
- 8.2 No provision contained in this Letter shall be construed as creating any relationship of employer and employee between the Company and you, and this Letter shall have no such effect. You shall not dispute this understanding.
- 8.3 This Letter constitutes the entire agreement and understanding between the parties and supersedes all other agreements (both oral and in writing) between the Company and the Director (other than those expressly referred to herein). You acknowledge that you have not entered into this Letter in reliance upon any representation,

warranty or undertaking which is not set out in this Letter or expressly referred to in it as forming part of the Director's appointment letter.

- 8.4 This Letter is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 8.5 All disputes, controversies or claims arising out of or in connection with this Letter, including the breach, termination or invalidity of this Letter, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The place of arbitration shall be Hong Kong, and the arbitral tribunal shall consist of one (1) arbitrator. The arbitration proceedings shall be conducted in English. The arbitration procedures specified in this Letter shall be the sole and exclusive method of dispute resolution for any disputes arising from or related to this Letter; however, if a party believes it is necessary to avoid irreparable harm or loss, it may seek preliminary injunctions or other interim judicial relief from a court with jurisdiction over the other party. Except for such actions, the parties shall continue to participate in the arbitration process as agreed in good faith. The decision of the arbitration institution shall be final and binding on all parties.

For and on behalf of
JST Group Corporation Limited



Name: Luo Haidong
Title: Executive Director

SIGNED by

Name: Sheng Kaiqiang

盛凯强

[Signature page to the appointment letter for independent non-executive director]