

DIRECTOR APPOINTMENT CONTRACT

THIS AGREEMENT is made on October 22, 2025.

BETWEEN

- (1) **Mininglamp Technology**, a company registered by way of continuation in the Cayman Islands with limited liability, whose registered office is situated at the offices of PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands (the “**Company**”); and
- (2) **Minghui Wu (吴明辉)** (the “**Appointee**”),
(the “**Agreement**”)

IT IS HEREBY AGREED

1. INTERPRETATION

- 1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

“Agreement”	this Agreement;
“Appointment”	the appointment of the Appointee as a director of the Company pursuant to Clause 2.1;
“Appointment Term”	the term during which the Appointment is in effect pursuant to Clause 2.2;
“Articles of Association”	the articles of association of the Company in effect from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
“associate(s)”	shall have the meaning ascribed to it in the Listing Rules;
“Board”	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
“Business”	all the business and affairs carried out by the Group or any member of the Group from time to time;
“business day”	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
“Group”	the Company and its subsidiaries from time to time;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Listing Date”	the first day when dealings in the Shares commence on the Stock Exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“Memorandum”	the memorandum of association of the Company from time to time or, if the context requires, the memorandum of association of the relevant company in the Group from time to time;

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| “Shares” | class A ordinary shares of the Company and class B ordinary shares of the Company, each with par value of US\$0.001; or as subsequently adjusted by way of share subdivision or share consolidation |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited; and |
| “subsidiary(ies)” | shall have the meaning as ascribed to it in the Listing Rules. |
- 1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.
- 1.3 References herein to “Clause” are to clauses of this Agreement.
- 1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.
- 2. APPOINTMENT AND TERM**
- 2.1 The Appointee has been appointed a director of the Company. The Appointee shall well and faithfully serve the Company as a director of the Company and carry out his/her duties hereunder subject to and upon the terms set out below.
- 2.2 Subject to the provisions for termination set out in Clause 6, the Appointment under this Agreement shall commence from the Listing Date and continue for an initial term of three (3) years thereafter. The Appointment shall, subject always to re-election as and when required under the Articles of Association, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 6 or by either party giving to the other not less than one (1) month prior notice (or such shorter period as agreed by the Company) in writing.
- 3. DIRECTOR’S DUTIES AND SERVICES**
- 3.1 The Appointee in his/her office as a director of the Company shall:
- (a) act honestly and in good faith in the interests of the Company as a whole;
 - (b) act for proper purpose;
 - (c) be answerable to the Company for the application or misapplication of its assets;
 - (d) avoid actual and potential conflicts of interest and duty;
 - (e) disclose fully and fairly his/her interests in contracts with the Company;
 - (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of his/her knowledge and experience and holding his/her office within the Company;
 - (g) comply to the best of his/her ability with the Listing Rules and the Company’s rules, regulations, policies and procedures from time to time in force;
 - (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company’s compliance with the Listing Rules;
 - (i) in the discharge of his/her duties and in the exercise of his/her powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to him/her by the Board (including but not limited to assuming positions and performing his/her duties in board committees as instructed by the Board from time to time) to the best of his/her skills and ability and comply with

all resolutions, regulations and directions from time to time passed or made by the Board; and

- (j) in pursuance of his/her 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 and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.
- 3.2 The Appointee shall carry out his/her duties and exercise his/her powers jointly with any other director or officer as shall from time to time be appointed by the Board to act jointly with the Appointee. The Board may at any time and without explanation require the Appointee to cease performing any of his/her duties or exercising any of his/her powers under this Agreement.
- 3.3 The Appointee shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that (i) may impact your status as a director of the Company; (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules; or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).
- 3.4 Additionally, the Appointee is reminded of:
- (a) the restrictions on dealings in the Shares by directors (and persons whose interests are deemed attributed to a director) of a company listed on the Stock Exchange under Appendix C3 (*Model Code*) to the Listing Rules.¹
 - (b) the disclosure of interest regulations under Part XV of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and summarized in the “Outline of Part XV of the Securities and Futures Ordinance (Cap. 571) – Disclosure of Interests” issued by the Securities and Futures Commission.²

4. REMUNERATION

- 4.1 During the Appointment Term, the Company will provide the Appointee with benefits and expenses pursuant to Clause 5 and any other remuneration to be decided by the Board from time to time with the recommendation of the remuneration committee to the Board.
- 4.2 Unless otherwise provided in this Agreement, determined in writing by the Board, or required by the applicable laws and regulations, the Appointee shall not be entitled to receive from the Company any other fee, salary, remuneration, reimbursement, welfare, benefits or any other forms of monetary or non-monetary payment (whether as a director of or in any other capacity of the Company) during the Appointment Term.

5. BENEFITS AND EXPENSES

- 5.1 During the Appointment Term, the Company may reimburse the Appointee for all reasonable expenses properly, reasonably and actually incurred by the Appointee in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.
- 5.2 The Company may pay or provide to the Appointee additional benefits (including any options and/or other share awards under the rules of any share incentive scheme of the Company, adopted from time to time, subject always to, *inter alia*, the listing of the Company’s securities

¹ A copy of the latest Model Code as of the date of this Agreement is accessible here:

https://en-rules.hkex.com.hk/sites/default/files/net_file_store/HKEX4476_3785_VER31169.pdf

² A copy of the latest guide as of the date of this Agreement is accessible here:

<https://www.sfc.hk/-/media/EN/assets/components/codes/files-current/web/outline-of-part-xv-of-the-securities-and-futures-ordinance-cap571-disclosure-of-interests/Part-XV-Outline-24-May-2024-English.pdf?rev=69a798836ed149358df52da6387ede93>

on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion consider appropriate.

6. TERMINATION

6.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Appointee (save as to statutory entitlements) by summary notice in writing with immediate effect if the Appointee at any time:

- (a) ceases to be suitable to be a director of a company listed on the Stock Exchange by virtue of, or becomes prohibited from being a director of a company listed on the Stock Exchange by, any provision of the Listing Rules or the laws of Hong Kong or other applicable jurisdiction;
- (b) becomes bankrupt, has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
- (c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to his/her property or affairs;
- (d) notifies the Company of his/her wish to resign, in which event he/she shall vacate office on the receipt of that notice to the Company or such other time as is specified in such notice or mutually agreed by the Appointee and the Company, unless the Articles of Association provides otherwise;
- (e) is convicted of an indictable offence.

6.2 The Company shall also be entitled to terminate the Appointment if:

- (a) notice of his/her removal from office in writing is served upon him/her in accordance with the Articles of Association; or
- (b) the Company passes an ordinary resolution removing the Appointee from office pursuant to the Articles of Association, or in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands.

6.3 This Agreement shall automatically terminate if the class A ordinary shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Appointee mutually agree to an extension.

6.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 6.1 or 6.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Appointee with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Appointees' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with Clauses 6.1 or 6.2, other than such amounts as may comprise the Appointee's statutory entitlements under the applicable laws of Hong Kong or otherwise.

6.5 If the Appointee ceases to be a director of the Company otherwise than:

- (a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Appointee is re-elected at the annual general meeting at which he/she retires;
- (b) pursuant to Clause 2;

- (c) pursuant to Clauses 6.1 or 6.2; or
- (d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Appointee hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board; the Appointee shall be proposed for re-election if the Appointee is subject to retirement by rotation at a general meeting of the Company unless the Appointee is no longer considered suitable for re-election under the Listing Rules or the Appointee serves notice in writing to the Board that he/she does not wish to be put forward for re-election at the upcoming retirement by rotation of the Appointee with not less than one (1) month prior notice before the date of the relevant re-election (or such shorter time as agreed by the Company).

6.6 Upon the termination of the Appointment howsoever arising, the Appointee shall:

- (a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by him/her in any other company in the Group (except to the extent otherwise agreed by the Board), and the Appointee hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as his/her lawful attorney and in his/her name and on his/her behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Appointee may have against any such company arising out of this Agreement or of the termination of the Appointment;
- (b) not at any time thereafter represent himself as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;
- (c) automatically be removed from his/her positions in any committees of the Board (as applicable), with immediate effect; and
- (d) provide to the Stock Exchange any information that the Stock Exchange may require pursuant to the Listing Rules.

6.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 6.6 and 7 to 16 shall continue to apply notwithstanding the termination of this Agreement.

6.8 The Appointee consents to the Company issuing announcement(s) or making other publications with respect to the Appointee's appointment or termination of office or other change of corporate roles within the Group in accordance with the requirements of the Listing Rules and applicable laws.

7. RECONSTRUCTION

7.1 If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another one or more companies for the purpose of reconstruction or amalgamation and the Appointee is requested to provide his/her services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to him/her in all respects than the provisions of this Agreement, the Appointee shall not have any claim against the Company or its successors-in-title in respect of such termination.

8. AMENDMENTS

- 8.1 This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the Company and the Appointee. The parties agree that such an instrument may only be signed if the Board has approved its execution by the Company.

9. SEVERABILITY

- 9.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

10. WAIVER AND OTHER RIGHTS

- 10.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.
- 10.2 Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.
- 10.3 This Agreement relates solely to the Appointee's service as a director of the Company and is not intended to create an employment relationship between the Company and the Appointee. As such, and unless otherwise provided in this Agreement or any contract of employment between the Company and the Appointee or as required by applicable laws, no provision of this Agreement shall give rise to any eligibility on the part of the Appointee to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

11. INCORPORATION OF ARTICLES OF ASSOCIATION

- 11.1 The terms of the Articles of Association are incorporated by reference into this Agreement.

12. NO ASSIGNMENT

- 12.1 This Agreement shall not be capable of being assigned by either party to any person.

13. SUCCESSORS

- 13.1 This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall ensure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

14. COUNTERPARTS

- 14.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, in wet ink or electronically, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

15. RIGHTS OF THIRD PARTIES

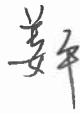
- 15.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the "**Third Party Rights Ordinance**") shall not apply to this Agreement and, save for the Company, no person other than the parties to this agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

16. GOVERNING LAW AND JURISDICTION

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

This Agreement has been duly executed the day and year first above written.

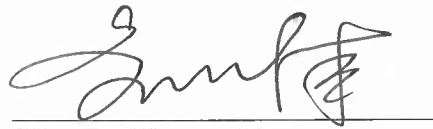
For and on behalf of
Mininglamp Technology

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) _____
Ping Jiang
Authorised Signatory

I confirm my acceptance of the Appointment in accordance with the terms and conditions of this Agreement.

SIGNED by
Minghui Wu

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A handwritten signature in black ink, appearing to be 'Minghui Wu', written over a horizontal line.

Minghui Wu 吴明辉

DIRECTOR APPOINTMENT CONTRACT

THIS AGREEMENT is made on October 22, 2025.

BETWEEN

- (1) **Mininglamp Technology**, a company registered by way of continuation in the Cayman Islands with limited liability, whose registered office is situated at the offices of PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands (the “**Company**”); and
- (2) **Ping Jiang (姜平)** ((the “**Appointee**”),
(the “**Agreement**”))

IT IS HEREBY AGREED

1. INTERPRETATION

- 1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

“Agreement”	this Agreement;
“Appointment”	the appointment of the Appointee as a director of the Company pursuant to Clause 2.1;
“Appointment Term”	the term during which the Appointment is in effect pursuant to Clause 2.2;
“Articles of Association”	the articles of association of the Company in effect from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
“associate(s)”	shall have the meaning ascribed to it in the Listing Rules;
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“Group”	the Company and its subsidiaries from time to time;
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“Listing Date”	the first day when dealings in the Shares commence on the Stock Exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
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| “Stock Exchange” | The Stock Exchange of Hong Kong Limited; and |
| “subsidiary(ies)” | shall have the meaning as ascribed to it in the Listing Rules. |
- 1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.
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- 1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.
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- 2.2 Subject to the provisions for termination set out in Clause 6, the Appointment under this Agreement shall commence from the Listing Date and continue for an initial term of three (3) years thereafter. The Appointment shall, subject always to re-election as and when required under the Articles of Association, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 6 or by either party giving to the other not less than one month prior notice (or such shorter period as agreed by the Company) in writing.
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 - (b) act for proper purpose;
 - (c) be answerable to the Company for the application or misapplication of its assets;
 - (d) avoid actual and potential conflicts of interest and duty;
 - (e) disclose fully and fairly his/her interests in contracts with the Company;
 - (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of his/her knowledge and experience and holding his/her office within the Company;
 - (g) comply to the best of his/her ability with the Listing Rules and the Company’s rules, regulations, policies and procedures from time to time in force;
 - (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company’s compliance with the Listing Rules;
 - (i) in the discharge of his/her duties and in the exercise of his/her powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to him/her by the Board (including but not limited to assuming positions and performing his/her duties in board committees as instructed by the Board from time to time) to the best of his/her skills and ability and comply with

all resolutions, regulations and directions from time to time passed or made by the Board; and

- (j) in pursuance of his/her 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 and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.
- 3.2 The Appointee shall carry out his/her duties and exercise his/her powers jointly with any other director or officer as shall from time to time be appointed by the Board to act jointly with the Appointee. The Board may at any time and without explanation require the Appointee to cease performing any of his/her duties or exercising any of his/her powers under this Agreement.
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- 3.4 Additionally, the Appointee is reminded of:
- (a) the restrictions on dealings in the Shares by directors (and persons whose interests are deemed attributed to a director) of a company listed on the Stock Exchange under Appendix C3 (*Model Code*) to the Listing Rules.¹
 - (b) the disclosure of interest regulations under Part XV of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and summarized in the “Outline of Part XV of the Securities and Futures Ordinance (Cap. 571) – Disclosure of Interests” issued by the Securities and Futures Commission.²

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- 4.1 During the Appointment Term, the Company will provide the Appointee with benefits and expenses pursuant to Clause 5 and any other remuneration to be decided by the Board from time to time with the recommendation of the remuneration committee to the Board.
- 4.2 Unless otherwise provided in this Agreement, determined in writing by the Board, or required by the applicable laws and regulations, the Appointee shall not be entitled to receive from the Company any other fee, salary, remuneration, reimbursement, welfare, benefits or any other forms of monetary or non-monetary payment (whether as a director of or in any other capacity of the Company) during the Appointment Term.

5. BENEFITS AND EXPENSES

- 5.1 During the Appointment Term, the Company may reimburse the Appointee for all reasonable expenses properly, reasonably and actually incurred by the Appointee in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.
- 5.2 The Company may pay or provide to the Appointee additional benefits (including any options and/or other share awards under the rules of any share incentive scheme of the Company, adopted from time to time, subject always to, *inter alia*, the listing of the Company’s securities

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https://en-rules.hkex.com.hk/sites/default/files/net_file_store/HKEX4476_3785_VER31169.pdf

² A copy of the latest guide as of the date of this Agreement is accessible here:

<https://www.sfc.hk/-/media/EN/assets/components/codes/files-current/web/outline-of-part-xv-of-the-securities-and-futures-ordinance-cap571-disclosure-of-interests/Part-XV-Outline-24-May-2024-English.pdf?rev=69a798836ed149358df52da6387ede93>

on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion consider appropriate.

6. TERMINATION

- 6.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Appointee (save as to statutory entitlements) by summary notice in writing with immediate effect if the Appointee at any time:
- (a) ceases to be suitable to be a director of a company listed on the Stock Exchange by virtue of, or becomes prohibited from being a director of a company listed on the Stock Exchange by, any provision of the Listing Rules or the laws of Hong Kong or other applicable jurisdiction;
 - (b) becomes bankrupt, has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
 - (c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to his/her property or affairs;
 - (d) is absent, and any alternate director of the Company appointed by him/her is absent, from the place of his/her work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that his/her office be vacated;
 - (e) notifies the Company of his/her wish to resign, in which event he/she shall vacate office on the receipt of that notice to the Company or such other time as is specified in such notice or mutually agreed by the Appointee and the Company, unless the Articles of Association provides otherwise;
 - (f) is convicted of an indictable offence.
- 6.2 The Company shall also be entitled to terminate the Appointment if:
- (a) notice of his/her removal from office in writing is served upon him/her in accordance with the Articles of Association;
 - (b) the Company passes an ordinary resolution removing the Appointee from office pursuant to the Articles of Association, or in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands; or
 - (c) the Board by unanimous decision (other than the Appointee in question) passes resolution to remove the Appointee, provided that the resolution does not contravene the Articles of Association, or any applicable provision of the laws of Hong Kong or the Cayman Islands.
- 6.3 This Agreement shall automatically terminate if the class A ordinary shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Appointee mutually agree to an extension.
- 6.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 6.1 or 6.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Appointee with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Appointees' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with

Clauses 6.1 or 6.2, other than such amounts as may comprise the Appointee's statutory entitlements under the applicable laws of Hong Kong or otherwise.

6.5 If the Appointee ceases to be a director of the Company otherwise than:

- (a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Appointee is re-elected at the annual general meeting at which he/she retires;
- (b) pursuant to Clause 2;
- (c) pursuant to Clauses 6.1 or 6.2; or
- (d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Appointee hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board; the Appointee may serve notice in writing to the Board that he/she does not wish to be put forward for re-election at an upcoming retirement by rotation of the Appointee with not less than one (1) month prior notice before the date of the relevant re-election (or such shorter time as agreed by the Company).

6.6 Upon the termination of the Appointment howsoever arising, the Appointee shall:

- (a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by him/her in any other company in the Group (except to the extent otherwise agreed by the Board), and the Appointee hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as his/her lawful attorney and in his/her name and on his/her behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Appointee may have against any such company arising out of this Agreement or of the termination of the Appointment;
- (b) not at any time thereafter represent himself as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;
- (c) automatically be removed from his/her positions in any committees of the Board (as applicable), with immediate effect; and
- (d) provide to the Stock Exchange any information that the Stock Exchange may require pursuant to the Listing Rules.

6.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 6.6 and 7 to 16 shall continue to apply notwithstanding the termination of this Agreement.

6.8 The Appointee consents to the Company issuing announcement(s) or making other publications with respect to the Appointee's appointment or termination of office or other change of corporate roles within the Group in accordance with the requirements of the Listing Rules and applicable laws.

7. RECONSTRUCTION

- 7.1 If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another one or more companies for the purpose of reconstruction or amalgamation and the Appointee is requested to provide his/her services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to him/her in all respects than the provisions of this Agreement, the Appointee shall not have any claim against the Company or its successors-in-title in respect of such termination.

8. AMENDMENTS

- 8.1 This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the Company and the Appointee. The parties agree that such an instrument may only be signed if the Board has approved its execution by the Company.

9. SEVERABILITY

- 9.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

10. WAIVER AND OTHER RIGHTS

- 10.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.
- 10.2 Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.
- 10.3 This Agreement relates solely to the Appointee's service as a director of the Company and is not intended to create an employment relationship between the Company and the Appointee. As such, and unless otherwise provided in this Agreement or any contract of employment between the Company and the Appointee or as required by applicable laws, no provision of this Agreement shall give rise to any eligibility on the part of the Appointee to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

11. INCORPORATION OF ARTICLES OF ASSOCIATION

- 11.1 The terms of the Articles of Association are incorporated by reference into this Agreement.

12. NO ASSIGNMENT

- 12.1 This Agreement shall not be capable of being assigned by either party to any person.

13. SUCCESSORS

- 13.1 This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall ensure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

14. COUNTERPARTS

- 14.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, in wet-ink or electronically, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

15. RIGHTS OF THIRD PARTIES

- 15.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the “**Third Party Rights Ordinance**”) shall not apply to this Agreement and, save for the Company, no person other than the parties to this agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

16. GOVERNING LAW AND JURISDICTION

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

This Agreement has been duly executed the day and year first above written.

For and on behalf of
Mininglamp Technology

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) 

Minghui Wu
Authorised Signatory

I confirm my acceptance of the Appointment in accordance with the terms and conditions of this Agreement.

SIGNED by
Ping Jiang

)
)



Ping Jiang 姜平

DIRECTOR APPOINTMENT CONTRACT

THIS AGREEMENT is made on October 22, 2025.

BETWEEN

- (1) **Mininglamp Technology**, a company registered by way of continuation in the Cayman Islands with limited liability, whose registered office is situated at the offices of PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands (the “**Company**”); and
- (2) **Jie Zhao (趙潔)** (the “**Appointee**”),
(the “**Agreement**”)

IT IS HEREBY AGREED

1. INTERPRETATION

- 1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

“Agreement”	this Agreement;
“Appointment”	the appointment of the Appointee as a director of the Company pursuant to Clause 2.1;
“Appointment Term”	the term during which the Appointment is in effect pursuant to Clause 2.2;
“Articles of Association”	the articles of association of the Company in effect from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
“associate(s)”	shall have the meaning ascribed to it in the Listing Rules;
“Board”	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
“Business”	all the business and affairs carried out by the Group or any member of the Group from time to time;
“business day”	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
“Group”	the Company and its subsidiaries from time to time;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Listing Date”	the first day when dealings in the Shares commence on the Stock Exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“Memorandum”	the memorandum of association of the Company from time to time or, if the context requires, the memorandum of association of the relevant company in the Group from time to time;

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|-------------------|---|
| “Shares” | class A ordinary shares of the Company and class B ordinary shares of the Company, each with par value of US\$0.001; or as subsequently adjusted by way of share subdivision or share consolidation |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited; and |
| “subsidiary(ies)” | shall have the meaning as ascribed to it in the Listing Rules. |
- 1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.
 - 1.3 References herein to “Clause” are to clauses of this Agreement.
 - 1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.
 - 1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.
- 2. APPOINTMENT AND TERM**
- 2.1 The Appointee has been appointed a director of the Company. The Appointee shall well and faithfully serve the Company as a director of the Company and carry out his/her duties hereunder subject to and upon the terms set out below.
 - 2.2 Subject to the provisions for termination set out in Clause 6, the Appointment under this Agreement shall commence from the Listing Date and continue for an initial term of three (3) years thereafter. The Appointment shall, subject always to re-election as and when required under the Articles of Association, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 6 or by either party giving to the other not less than one month prior notice (or such shorter period as agreed by the Company) in writing.
- 3. DIRECTOR’S DUTIES AND SERVICES**
- 3.1 The Appointee in his/her office as a director of the Company shall:
 - (a) act honestly and in good faith in the interests of the Company as a whole;
 - (b) act for proper purpose;
 - (c) be answerable to the Company for the application or misapplication of its assets;
 - (d) avoid actual and potential conflicts of interest and duty;
 - (e) disclose fully and fairly his/her interests in contracts with the Company;
 - (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of his/her knowledge and experience and holding his/her office within the Company;
 - (g) comply to the best of his/her ability with the Listing Rules and the Company’s rules, regulations, policies and procedures from time to time in force;
 - (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company’s compliance with the Listing Rules;
 - (i) in the discharge of his/her duties and in the exercise of his/her powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to him/her by the Board (including but not limited to assuming positions and performing his/her duties in board committees as instructed by the Board from time to time) to the best of his/her skills and ability and comply with

all resolutions, regulations and directions from time to time passed or made by the Board; and

- (j) in pursuance of his/her 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 and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.
- 3.2 The Appointee shall carry out his/her duties and exercise his/her powers jointly with any other director or officer as shall from time to time be appointed by the Board to act jointly with the Appointee. The Board may at any time and without explanation require the Appointee to cease performing any of his/her duties or exercising any of his/her powers under this Agreement.
- 3.3 The Appointee shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that: (i) may impact your status as a director of the Company; (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules; or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).
- 3.4 Additionally, the Appointee is reminded of:
- (a) the restrictions on dealings in the Shares by directors (and persons whose interests are deemed attributed to a director) of a company listed on the Stock Exchange under Appendix C3 (*Model Code*) to the Listing Rules.¹
 - (b) the disclosure of interest regulations under Part XV of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and summarized in the “Outline of Part XV of the Securities and Futures Ordinance (Cap. 571) – Disclosure of Interests” issued by the Securities and Futures Commission.²

4. REMUNERATION

- 4.1 During the Appointment Term, the Company will provide the Appointee with benefits and expenses pursuant to Clause 5 and any other remuneration to be decided by the Board from time to time with the recommendation of the remuneration committee to the Board.
- 4.2 Unless otherwise provided in this Agreement, determined in writing by the Board, or required by the applicable laws and regulations, the Appointee shall not be entitled to receive from the Company any other fee, salary, remuneration, reimbursement, welfare, benefits or any other forms of monetary or non-monetary payment (whether as a director of or in any other capacity of the Company) during the Appointment Term.

5. BENEFITS AND EXPENSES

- 5.1 During the Appointment Term, the Company may reimburse the Appointee for all reasonable expenses properly, reasonably and actually incurred by the Appointee in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.
- 5.2 The Company may pay or provide to the Appointee additional benefits (including any options and/or other share awards under the rules of any share incentive scheme of the Company, adopted from time to time, subject always to, *inter alia*, the listing of the Company’s securities

¹ A copy of the latest Model Code as of the date of this Agreement is accessible here:

https://en-rules.hkex.com.hk/sites/default/files/net_file_store/HKEX4476_3785_VER31169.pdf

² A copy of the latest guide as of the date of this Agreement is accessible here:

<https://www.sfc.hk/-/media/EN/assets/components/codes/files-current/web/outline-of-part-xv-of-the-securities-and-futures-ordinance-cap571-disclosure-of-interests/Part-XV-Outline-24-May-2024-English.pdf?rev=69a798836ed149358df52da6387ede93>

on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion consider appropriate.

6. TERMINATION

- 6.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Appointee (save as to statutory entitlements) by summary notice in writing with immediate effect if the Appointee at any time:
- (a) ceases to be suitable to be a director of a company listed on the Stock Exchange by virtue of, or becomes prohibited from being a director of a company listed on the Stock Exchange by, any provision of the Listing Rules or the laws of Hong Kong or other applicable jurisdiction;
 - (b) becomes bankrupt, has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
 - (c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to his/her property or affairs;
 - (d) is absent, and any alternate director of the Company appointed by him/her is absent, from the place of his/her work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that his/her office be vacated;
 - (e) notifies the Company of his/her wish to resign, in which event he/she shall vacate office on the receipt of that notice to the Company or such other time as is specified in such notice or mutually agreed by the Appointee and the Company, unless the Articles of Association provides otherwise;
 - (f) is convicted of an indictable offence.
- 6.2 The Company shall also be entitled to terminate the Appointment if:
- (a) notice of his/her removal from office in writing is served upon him/her in accordance with the Articles of Association;
 - (b) the Company passes an ordinary resolution removing the Appointee from office pursuant to the Articles of Association, or in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands; or
 - (c) the Board by unanimous decision (other than the Appointee in question) passes resolution to remove the Appointee, provided that the resolution does not contravene the Articles of Association, or any applicable provision of the laws of Hong Kong or the Cayman Islands.
- 6.3 This Agreement shall automatically terminate if the class A ordinary shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Appointee mutually agree to an extension.
- 6.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 6.1 or 6.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Appointee with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Appointees' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with

Clauses 6.1 or 6.2, other than such amounts as may comprise the Appointee's statutory entitlements under the applicable laws of Hong Kong or otherwise.

6.5 If the Appointee ceases to be a director of the Company otherwise than:

- (a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Appointee is re-elected at the annual general meeting at which he/she retires;
- (b) pursuant to Clause 2;
- (c) pursuant to Clauses 6.1 or 6.2; or
- (d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Appointee hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board; the Appointee may serve notice in writing to the Board that he/she does not wish to be put forward for re-election at an upcoming retirement by rotation of the Appointee with not less than one (1) month prior notice before the date of the relevant re-election (or such shorter time as agreed by the Company).

6.6 Upon the termination of the Appointment howsoever arising, the Appointee shall:

- (a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by him/her in any other company in the Group (except to the extent otherwise agreed by the Board), and the Appointee hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as his/her lawful attorney and in his/her name and on his/her behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Appointee may have against any such company arising out of this Agreement or of the termination of the Appointment;
- (b) not at any time thereafter represent himself as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;
- (c) automatically be removed from his/her positions in any committees of the Board (as applicable), with immediate effect; and
- (d) provide to the Stock Exchange any information that the Stock Exchange may require pursuant to the Listing Rules.

6.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 6.6 and 7 to 16 shall continue to apply notwithstanding the termination of this Agreement.

6.8 The Appointee consents to the Company issuing announcement(s) or making other publications with respect to the Appointee's appointment or termination of office or other change of corporate roles within the Group in accordance with the requirements of the Listing Rules and applicable laws.

7. RECONSTRUCTION

- 7.1 If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another one or more companies for the purpose of reconstruction or amalgamation and the Appointee is requested to provide his/her services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to him/her in all respects than the provisions of this Agreement, the Appointee shall not have any claim against the Company or its successors-in-title in respect of such termination.

8. AMENDMENTS

- 8.1 This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the Company and the Appointee. The parties agree that such an instrument may only be signed if the Board has approved its execution by the Company.

9. SEVERABILITY

- 9.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

10. WAIVER AND OTHER RIGHTS

- 10.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.
- 10.2 Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.
- 10.3 This Agreement relates solely to the Appointee's service as a director of the Company and is not intended to create an employment relationship between the Company and the Appointee. As such, and unless otherwise provided in this Agreement or any contract of employment between the Company and the Appointee or as required by applicable laws, no provision of this Agreement shall give rise to any eligibility on the part of the Appointee to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

11. INCORPORATION OF ARTICLES OF ASSOCIATION

- 11.1 The terms of the Articles of Association are incorporated by reference into this Agreement.

12. NO ASSIGNMENT

- 12.1 This Agreement shall not be capable of being assigned by either party to any person.

13. SUCCESSORS

- 13.1 This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall ensure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

14. COUNTERPARTS

- 14.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, in wet-ink or electronically, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

15. RIGHTS OF THIRD PARTIES

- 15.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the “**Third Party Rights Ordinance**”) shall not apply to this Agreement and, save for the Company, no person other than the parties to this agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

16. GOVERNING LAW AND JURISDICTION

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

This Agreement has been duly executed the day and year first above written.

For and on behalf of
Mininglamp Technology

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Minghui Wu
Authorised Signatory

I confirm my acceptance of the Appointment in accordance with the terms and conditions of this Agreement.

SIGNED by
Jie Zhao

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Jie Zhao 趙潔

[Signature page to director appointment letter]

DIRECTOR APPOINTMENT CONTRACT

THIS AGREEMENT is made on October 22, 2025.

BETWEEN

- (1) **Mininglamp Technology**, a company registered by way of continuation in the Cayman Islands with limited liability, whose registered office is situated at the offices of PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands (the “**Company**”); and
- (2) **Qi Yu (于琦)** (the “**Appointee**”),
(the “**Agreement**”)

IT IS HEREBY AGREED

1. INTERPRETATION

- 1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

“Agreement”	this Agreement;
“Appointment”	the appointment of the Appointee as a director of the Company pursuant to Clause 2.1;
“Appointment Term”	the term during which the Appointment is in effect pursuant to Clause 2.2;
“Articles of Association”	the articles of association of the Company in effect from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
“associate(s)”	shall have the meaning ascribed to it in the Listing Rules;
“Board”	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
“Business”	all the business and affairs carried out by the Group or any member of the Group from time to time;
“business day”	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
“Group”	the Company and its subsidiaries from time to time;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Listing Date”	the first day when dealings in the Shares commence on the Stock Exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“Memorandum”	the memorandum of association of the Company from time to time or, if the context requires, the memorandum of association of the relevant company in the Group from time to time;

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| “Shares” | class A ordinary shares of the Company and class B ordinary shares of the Company, each with par value of US\$0.001; or as subsequently adjusted by way of share subdivision or share consolidation |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited; and |
| “subsidiary(ies)” | shall have the meaning as ascribed to it in the Listing Rules. |
- 1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.
- 1.3 References herein to “Clause” are to clauses of this Agreement.
- 1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.
- 2. APPOINTMENT AND TERM**
- 2.1 The Appointee has been appointed a director of the Company. The Appointee shall well and faithfully serve the Company as a director of the Company and carry out his/her duties hereunder subject to and upon the terms set out below.
- 2.2 Subject to the provisions for termination set out in Clause 6, the Appointment under this Agreement shall commence from the Listing Date and continue for an initial term of three (3) years thereafter. The Appointment shall, subject always to re-election as and when required under the Articles of Association, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 6 or by either party giving to the other not less than one month prior notice (or such shorter period as agreed by the Company) in writing.
- 3. DIRECTOR’S DUTIES AND SERVICES**
- 3.1 The Appointee in his/her office as a director of the Company shall:
- (a) act honestly and in good faith in the interests of the Company as a whole;
 - (b) act for proper purpose;
 - (c) be answerable to the Company for the application or misapplication of its assets;
 - (d) avoid actual and potential conflicts of interest and duty;
 - (e) disclose fully and fairly his/her interests in contracts with the Company;
 - (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of his/her knowledge and experience and holding his/her office within the Company;
 - (g) comply to the best of his/her ability with the Listing Rules and the Company’s rules, regulations, policies and procedures from time to time in force;
 - (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company’s compliance with the Listing Rules;
 - (i) in the discharge of his/her duties and in the exercise of his/her powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to him/her by the Board (including but not limited to assuming positions and performing his/her duties in board committees as instructed by the Board from time to time) to the best of his/her skills and ability and comply with

all resolutions, regulations and directions from time to time passed or made by the Board; and

- (j) in pursuance of his/her 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 and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.
- 3.2 The Appointee shall carry out his/her duties and exercise his/her powers jointly with any other director or officer as shall from time to time be appointed by the Board to act jointly with the Appointee. The Board may at any time and without explanation require the Appointee to cease performing any of his/her duties or exercising any of his/her powers under this Agreement.
- 3.3 The Appointee shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that: (i) may impact your status as a director of the Company; (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules; or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).
- 3.4 Additionally, the Appointee is reminded of:
- (a) the restrictions on dealings in the Shares by directors (and persons whose interests are deemed attributed to a director) of a company listed on the Stock Exchange under Appendix C3 (*Model Code*) to the Listing Rules.¹
 - (b) the disclosure of interest regulations under Part XV of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and summarized in the “Outline of Part XV of the Securities and Futures Ordinance (Cap. 571) – Disclosure of Interests” issued by the Securities and Futures Commission.²

4. REMUNERATION

- 4.1 During the Appointment Term, the Company will provide the Appointee with benefits and expenses pursuant to Clause 5 and any other remuneration to be decided by the Board from time to time with the recommendation of the remuneration committee to the Board.
- 4.2 Unless otherwise provided in this Agreement, determined in writing by the Board, or required by the applicable laws and regulations, the Appointee shall not be entitled to receive from the Company any other fee, salary, remuneration, reimbursement, welfare, benefits or any other forms of monetary or non-monetary payment (whether as a director of or in any other capacity of the Company) during the Appointment Term.

5. BENEFITS AND EXPENSES

- 5.1 During the Appointment Term, the Company may reimburse the Appointee for all reasonable expenses properly, reasonably and actually incurred by the Appointee in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.
- 5.2 The Company may pay or provide to the Appointee additional benefits (including any options and/or other share awards under the rules of any share incentive scheme of the Company, adopted from time to time, subject always to, *inter alia*, the listing of the Company’s securities

¹ A copy of the latest Model Code as of the date of this Agreement is accessible here:

https://en-rules.hkex.com.hk/sites/default/files/net_file_store/HKEX4476_3785_VER31169.pdf

² A copy of the latest guide as of the date of this Agreement is accessible here:

<https://www.sfc.hk/-/media/EN/assets/components/codes/files-current/web/outline-of-part-xv-of-the-securities-and-futures-ordinance-cap571-disclosure-of-interests/Part-XV-Outline-24-May-2024-English.pdf?rev=69a798836ed149358df52da6387ede93>

on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion consider appropriate.

6. TERMINATION

- 6.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Appointee (save as to statutory entitlements) by summary notice in writing with immediate effect if the Appointee at any time:
- (a) ceases to be suitable to be a director of a company listed on the Stock Exchange by virtue of, or becomes prohibited from being a director of a company listed on the Stock Exchange by, any provision of the Listing Rules or the laws of Hong Kong or other applicable jurisdiction;
 - (b) becomes bankrupt, has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
 - (c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to his/her property or affairs;
 - (d) is absent, and any alternate director of the Company appointed by him/her is absent, from the place of his/her work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that his/her office be vacated;
 - (e) notifies the Company of his/her wish to resign, in which event he/she shall vacate office on the receipt of that notice to the Company or such other time as is specified in such notice or mutually agreed by the Appointee and the Company, unless the Articles of Association provides otherwise;
 - (f) is convicted of an indictable offence.
- 6.2 The Company shall also be entitled to terminate the Appointment if:
- (a) notice of his/her removal from office in writing is served upon him/her in accordance with the Articles of Association;
 - (b) the Company passes an ordinary resolution removing the Appointee from office pursuant to the Articles of Association, or in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands; or
 - (c) the Board by unanimous decision (other than the Appointee in question) passes resolution to remove the Appointee, provided that the resolution does not contravene the Articles of Association, or any applicable provision of the laws of Hong Kong or the Cayman Islands.
- 6.3 This Agreement shall automatically terminate if the class A ordinary shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Appointee mutually agree to an extension.
- 6.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 6.1 or 6.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Appointee with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Appointees' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with

Clauses 6.1 or 6.2, other than such amounts as may comprise the Appointee's statutory entitlements under the applicable laws of Hong Kong or otherwise.

6.5 If the Appointee ceases to be a director of the Company otherwise than:

- (a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Appointee is re-elected at the annual general meeting at which he/she retires;
- (b) pursuant to Clause 2;
- (c) pursuant to Clauses 6.1 or 6.2; or
- (d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Appointee hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board; the Appointee may serve notice in writing to the Board that he/she does not wish to be put forward for re-election at an upcoming retirement by rotation of the Appointee with not less than one (1) month prior notice before the date of the relevant re-election (or such shorter time as agreed by the Company).

6.6 Upon the termination of the Appointment howsoever arising, the Appointee shall:

- (a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by him/her in any other company in the Group (except to the extent otherwise agreed by the Board), and the Appointee hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as his/her lawful attorney and in his/her name and on his/her behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Appointee may have against any such company arising out of this Agreement or of the termination of the Appointment;
- (b) not at any time thereafter represent himself as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;
- (c) automatically be removed from his/her positions in any committees of the Board (as applicable), with immediate effect; and
- (d) provide to the Stock Exchange any information that the Stock Exchange may require pursuant to the Listing Rules.

6.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 6.6 and 7 to 16 shall continue to apply notwithstanding the termination of this Agreement.

6.8 The Appointee consents to the Company issuing announcement(s) or making other publications with respect to the Appointee's appointment or termination of office or other change of corporate roles within the Group in accordance with the requirements of the Listing Rules and applicable laws.

7. RECONSTRUCTION

- 7.1 If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another one or more companies for the purpose of reconstruction or amalgamation and the Appointee is requested to provide his/her services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to him/her in all respects than the provisions of this Agreement, the Appointee shall not have any claim against the Company or its successors-in-title in respect of such termination.

8. AMENDMENTS

- 8.1 This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the Company and the Appointee. The parties agree that such an instrument may only be signed if the Board has approved its execution by the Company.

9. SEVERABILITY

- 9.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

10. WAIVER AND OTHER RIGHTS

- 10.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.
- 10.2 Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.
- 10.3 This Agreement relates solely to the Appointee's service as a director of the Company and is not intended to create an employment relationship between the Company and the Appointee. As such, and unless otherwise provided in this Agreement or any contract of employment between the Company and the Appointee or as required by applicable laws, no provision of this Agreement shall give rise to any eligibility on the part of the Appointee to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

11. INCORPORATION OF ARTICLES OF ASSOCIATION

- 11.1 The terms of the Articles of Association are incorporated by reference into this Agreement.

12. NO ASSIGNMENT

- 12.1 This Agreement shall not be capable of being assigned by either party to any person.

13. SUCCESSORS

- 13.1 This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall ensure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

14. COUNTERPARTS

- 14.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, in wet-ink or electronically, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

15. RIGHTS OF THIRD PARTIES

- 15.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the “**Third Party Rights Ordinance**”) shall not apply to this Agreement and, save for the Company, no person other than the parties to this agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

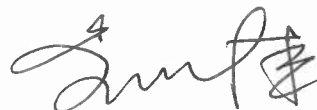
16. GOVERNING LAW AND JURISDICTION

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

This Agreement has been duly executed the day and year first above written.

For and on behalf of
Mininglamp Technology

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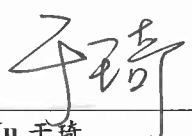


Minghui Wu
Authorised Signatory

I confirm my acceptance of the Appointment in accordance with the terms and conditions of this Agreement.

SIGNED by
Qi Yu

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)


Qi Yu 于琦

DIRECTOR APPOINTMENT CONTRACT

THIS AGREEMENT is made on October 22, 2025.

BETWEEN

- (1) **Mininglamp Technology**, a company registered by way of continuation in the Cayman Islands with limited liability, whose registered office is situated at the offices of PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands (the “**Company**”); and
- (2) **Leiwen Yao (姚磊文)** (the “**Appointee**”),
(the “**Agreement**”)

IT IS HEREBY AGREED

1. INTERPRETATION

- 1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

“Agreement”	this Agreement;
“Appointment”	the appointment of the Appointee as a director of the Company pursuant to Clause 2.1;
“Appointment Term”	the term during which the Appointment is in effect pursuant to Clause 2.2;
“Articles of Association”	the articles of association of the Company in effect from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
“associate(s)”	shall have the meaning ascribed to it in the Listing Rules;
“Board”	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
“Business”	all the business and affairs carried out by the Group or any member of the Group from time to time;
“business day”	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
“Group”	the Company and its subsidiaries from time to time;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Listing Date”	the first day when dealings in the Shares commence on the Stock Exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“Memorandum”	the memorandum of association of the Company from time to time or, if the context requires, the memorandum of association of the relevant company in the Group from time to time;

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|-------------------|---|
| “Shares” | class A ordinary shares of the Company and class B ordinary shares of the Company, each with par value of US\$0.001; or as subsequently adjusted by way of share subdivision or share consolidation |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited; and |
| “subsidiary(ies)” | shall have the meaning as ascribed to it in the Listing Rules. |
- 1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.
- 1.3 References herein to “Clause” are to clauses of this Agreement.
- 1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.
- 2. APPOINTMENT AND TERM**
- 2.1 The Appointee has been appointed a director of the Company. The Appointee shall well and faithfully serve the Company as a director of the Company and carry out his/her duties hereunder subject to and upon the terms set out below.
- 2.2 Subject to the provisions for termination set out in Clause 6, the Appointment under this Agreement shall commence from the Listing Date and continue for an initial term of three (3) years thereafter. The Appointment shall, subject always to re-election as and when required under the Articles of Association, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 6 or by either party giving to the other not less than one month prior notice (or such shorter period as agreed by the Company) in writing.
- 3. DIRECTOR’S DUTIES AND SERVICES**
- 3.1 The Appointee in his/her office as a director of the Company shall:
- (a) act honestly and in good faith in the interests of the Company as a whole;
 - (b) act for proper purpose;
 - (c) be answerable to the Company for the application or misapplication of its assets;
 - (d) avoid actual and potential conflicts of interest and duty;
 - (e) disclose fully and fairly his/her interests in contracts with the Company;
 - (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of his/her knowledge and experience and holding his/her office within the Company;
 - (g) comply to the best of his/her ability with the Listing Rules and the Company’s rules, regulations, policies and procedures from time to time in force;
 - (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company’s compliance with the Listing Rules;
 - (i) in the discharge of his/her duties and in the exercise of his/her powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to him/her by the Board (including but not limited to assuming positions and performing his/her duties in board committees as instructed by the Board from time to time) to the best of his/her skills and ability and comply with

all resolutions, regulations and directions from time to time passed or made by the Board; and

- (j) in pursuance of his/her 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 and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.
- 3.2 The Appointee shall carry out his/her duties and exercise his/her powers jointly with any other director or officer as shall from time to time be appointed by the Board to act jointly with the Appointee. The Board may at any time and without explanation require the Appointee to cease performing any of his/her duties or exercising any of his/her powers under this Agreement.
- 3.3 The Appointee shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that: (i) may impact your status as a director of the Company; (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules; or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).
- 3.4 Additionally, the Appointee is reminded of:
- (a) the restrictions on dealings in the Shares by directors (and persons whose interests are deemed attributed to a director) of a company listed on the Stock Exchange under Appendix C3 (*Model Code*) to the Listing Rules.¹
 - (b) the disclosure of interest regulations under Part XV of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and summarized in the “Outline of Part XV of the Securities and Futures Ordinance (Cap. 571) – Disclosure of Interests” issued by the Securities and Futures Commission.²

4. REMUNERATION

- 4.1 During the Appointment Term, the Company will provide the Appointee with benefits and expenses pursuant to Clause 5 and any other remuneration to be decided by the Board from time to time with the recommendation of the remuneration committee to the Board.
- 4.2 Unless otherwise provided in this Agreement, determined in writing by the Board, or required by the applicable laws and regulations, the Appointee shall not be entitled to receive from the Company any other fee, salary, remuneration, reimbursement, welfare, benefits or any other forms of monetary or non-monetary payment (whether as a director of or in any other capacity of the Company) during the Appointment Term.

5. BENEFITS AND EXPENSES

- 5.1 During the Appointment Term, the Company may reimburse the Appointee for all reasonable expenses properly, reasonably and actually incurred by the Appointee in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.
- 5.2 The Company may pay or provide to the Appointee additional benefits (including any options and/or other share awards under the rules of any share incentive scheme of the Company, adopted from time to time, subject always to, *inter alia*, the listing of the Company’s securities

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<https://www.sfc.hk/-/media/EN/assets/components/codes/files-current/web/outline-of-part-xv-of-the-securities-and-futures-ordinance-cap571-disclosure-of-interests/Part-XV-Outline-24-May-2024-English.pdf?rev=69a798836ed149358df52da6387ede93>

on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion consider appropriate.

6. TERMINATION

- 6.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Appointee (save as to statutory entitlements) by summary notice in writing with immediate effect if the Appointee at any time:
- (a) ceases to be suitable to be a director of a company listed on the Stock Exchange by virtue of, or becomes prohibited from being a director of a company listed on the Stock Exchange by, any provision of the Listing Rules or the laws of Hong Kong or other applicable jurisdiction;
 - (b) becomes bankrupt, has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
 - (c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to his/her property or affairs;
 - (d) is absent, and any alternate director of the Company appointed by him/her is absent, from the place of his/her work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that his/her office be vacated;
 - (e) notifies the Company of his/her wish to resign, in which event he/she shall vacate office on the receipt of that notice to the Company or such other time as is specified in such notice or mutually agreed by the Appointee and the Company, unless the Articles of Association provides otherwise;
 - (f) is convicted of an indictable offence.
- 6.2 The Company shall also be entitled to terminate the Appointment if:
- (a) notice of his/her removal from office in writing is served upon him/her in accordance with the Articles of Association;
 - (b) the Company passes an ordinary resolution removing the Appointee from office pursuant to the Articles of Association, or in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands; or
 - (c) the Board by unanimous decision (other than the Appointee in question) passes resolution to remove the Appointee, provided that the resolution does not contravene the Articles of Association, or any applicable provision of the laws of Hong Kong or the Cayman Islands.
- 6.3 This Agreement shall automatically terminate if the class A ordinary shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Appointee mutually agree to an extension.
- 6.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 6.1 or 6.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Appointee with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Appointees' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with

Clauses 6.1 or 6.2, other than such amounts as may comprise the Appointee's statutory entitlements under the applicable laws of Hong Kong or otherwise.

6.5 If the Appointee ceases to be a director of the Company otherwise than:

- (a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Appointee is re-elected at the annual general meeting at which he/she retires;
- (b) pursuant to Clause 2;
- (c) pursuant to Clauses 6.1 or 6.2; or
- (d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Appointee hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board; the Appointee may serve notice in writing to the Board that he/she does not wish to be put forward for re-election at an upcoming retirement by rotation of the Appointee with not less than one (1) month prior notice before the date of the relevant re-election (or such shorter time as agreed by the Company).

6.6 Upon the termination of the Appointment howsoever arising, the Appointee shall:

- (a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by him/her in any other company in the Group (except to the extent otherwise agreed by the Board), and the Appointee hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as his/her lawful attorney and in his/her name and on his/her behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Appointee may have against any such company arising out of this Agreement or of the termination of the Appointment;
- (b) not at any time thereafter represent himself as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;
- (c) automatically be removed from his/her positions in any committees of the Board (as applicable), with immediate effect; and
- (d) provide to the Stock Exchange any information that the Stock Exchange may require pursuant to the Listing Rules.

6.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 6.6 and 7 to 16 shall continue to apply notwithstanding the termination of this Agreement.

6.8 The Appointee consents to the Company issuing announcement(s) or making other publications with respect to the Appointee's appointment or termination of office or other change of corporate roles within the Group in accordance with the requirements of the Listing Rules and applicable laws.

7. RECONSTRUCTION

- 7.1 If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another one or more companies for the purpose of reconstruction or amalgamation and the Appointee is requested to provide his/her services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to him/her in all respects than the provisions of this Agreement, the Appointee shall not have any claim against the Company or its successors-in-title in respect of such termination.

8. AMENDMENTS

- 8.1 This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the Company and the Appointee. The parties agree that such an instrument may only be signed if the Board has approved its execution by the Company.

9. SEVERABILITY

- 9.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

10. WAIVER AND OTHER RIGHTS

- 10.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.
- 10.2 Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.
- 10.3 This Agreement relates solely to the Appointee's service as a director of the Company and is not intended to create an employment relationship between the Company and the Appointee. As such, and unless otherwise provided in this Agreement or any contract of employment between the Company and the Appointee or as required by applicable laws, no provision of this Agreement shall give rise to any eligibility on the part of the Appointee to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

11. INCORPORATION OF ARTICLES OF ASSOCIATION

- 11.1 The terms of the Articles of Association are incorporated by reference into this Agreement.

12. NO ASSIGNMENT

- 12.1 This Agreement shall not be capable of being assigned by either party to any person.

13. SUCCESSORS

- 13.1 This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall ensure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

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- 14.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, in wet-ink or electronically, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

15. RIGHTS OF THIRD PARTIES

- 15.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the “**Third Party Rights Ordinance**”) shall not apply to this Agreement and, save for the Company, no person other than the parties to this agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

16. GOVERNING LAW AND JURISDICTION

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

This Agreement has been duly executed the day and year first above written.

For and on behalf of
Mininglamp Technology

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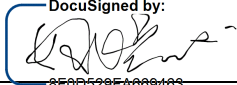


Minghui Wu
Authorised Signatory

I confirm my acceptance of the Appointment in accordance with the terms and conditions of this Agreement.

SIGNED by
Leiwen Yao

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DocuSigned by:

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Leiwen Yao 姚磊文

DIRECTOR APPOINTMENT CONTRACT

THIS AGREEMENT is made on October 22, 2025.

BETWEEN

- (1) **Mininglamp Technology**, a company registered by way of continuation in the Cayman Islands with limited liability, whose registered office is situated at the offices of PO Box 309, Uglan House, Grand Cayman KY1-1104, Cayman Islands (the “**Company**”); and
- (2) **Yunan Ren (任煜男)** (the “**Appointee**”),
(the “**Agreement**”)

IT IS HEREBY AGREED

1. INTERPRETATION

- 1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

“Agreement”	this Agreement;
“Appointment”	the appointment of the Appointee as a director of the Company pursuant to Clause 2.1;
“Appointment Term”	the term during which the Appointment is in effect pursuant to Clause 2.2;
“Articles of Association”	the articles of association of the Company in effect from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
“associate(s)”	shall have the meaning ascribed to it in the Listing Rules;
“Board”	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
“Business”	all the business and affairs carried out by the Group or any member of the Group from time to time;
“business day”	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
“Group”	the Company and its subsidiaries from time to time;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Listing Date”	the first day when dealings in the Shares commence on the Stock Exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“Memorandum”	the memorandum of association of the Company from time to time or, if the context requires, the memorandum of association of the relevant company in the Group from time to time;

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|-------------------|---|
| “Shares” | class A ordinary shares of the Company and class B ordinary shares of the Company, each with par value of US\$0.001; or as subsequently adjusted by way of share subdivision or share consolidation |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited; and |
| “subsidiary(ies)” | shall have the meaning as ascribed to it in the Listing Rules. |
- 1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.
- 1.3 References herein to “Clause” are to clauses of this Agreement.
- 1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.
- 2. APPOINTMENT AND TERM**
- 2.1 The Appointee has been appointed a director of the Company. The Appointee shall well and faithfully serve the Company as a director of the Company and carry out his/her duties hereunder subject to and upon the terms set out below.
- 2.2 Subject to the provisions for termination set out in Clause 6, the Appointment under this Agreement shall commence from the Listing Date and continue for an initial term of three (3) years thereafter. The Appointment shall, subject always to re-election as and when required under the Articles of Association, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 6 or by either party giving to the other not less than one month prior notice (or such shorter period as agreed by the Company) in writing.
- 3. DIRECTOR’S DUTIES AND SERVICES**
- 3.1 The Appointee in his/her office as a director of the Company shall:
- (a) act honestly and in good faith in the interests of the Company as a whole;
 - (b) act for proper purpose;
 - (c) be answerable to the Company for the application or misapplication of its assets;
 - (d) avoid actual and potential conflicts of interest and duty;
 - (e) disclose fully and fairly his/her interests in contracts with the Company;
 - (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of his/her knowledge and experience and holding his/her office within the Company;
 - (g) comply to the best of his/her ability with the Listing Rules and the Company’s rules, regulations, policies and procedures from time to time in force;
 - (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company’s compliance with the Listing Rules;
 - (i) in the discharge of his/her duties and in the exercise of his/her powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to him/her by the Board (including but not limited to assuming positions and performing his/her duties in board committees as instructed by the Board from time to time) to the best of his/her skills and ability and comply with

all resolutions, regulations and directions from time to time passed or made by the Board; and

- (j) in pursuance of his/her 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 and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.
- 3.2 The Appointee shall carry out his/her duties and exercise his/her powers jointly with any other director or officer as shall from time to time be appointed by the Board to act jointly with the Appointee. The Board may at any time and without explanation require the Appointee to cease performing any of his/her duties or exercising any of his/her powers under this Agreement.
- 3.3 The Appointee shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that: (i) may impact your status as a director of the Company; (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules; or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).
- 3.4 Additionally, the Appointee is reminded of:
- (a) the restrictions on dealings in the Shares by directors (and persons whose interests are deemed attributed to a director) of a company listed on the Stock Exchange under Appendix C3 (*Model Code*) to the Listing Rules.¹
 - (b) the disclosure of interest regulations under Part XV of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and summarized in the “Outline of Part XV of the Securities and Futures Ordinance (Cap. 571) – Disclosure of Interests” issued by the Securities and Futures Commission.²

4. REMUNERATION

- 4.1 During the Appointment Term, the Company will provide the Appointee with benefits and expenses pursuant to Clause 5 and any other remuneration to be decided by the Board from time to time with the recommendation of the remuneration committee to the Board.
- 4.2 Unless otherwise provided in this Agreement, determined in writing by the Board, or required by the applicable laws and regulations, the Appointee shall not be entitled to receive from the Company any other fee, salary, remuneration, reimbursement, welfare, benefits or any other forms of monetary or non-monetary payment (whether as a director of or in any other capacity of the Company) during the Appointment Term.

5. BENEFITS AND EXPENSES

- 5.1 During the Appointment Term, the Company may reimburse the Appointee for all reasonable expenses properly, reasonably and actually incurred by the Appointee in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.
- 5.2 The Company may pay or provide to the Appointee additional benefits (including any options and/or other share awards under the rules of any share incentive scheme of the Company, adopted from time to time, subject always to, *inter alia*, the listing of the Company’s securities

¹ A copy of the latest Model Code as of the date of this Agreement is accessible here:

https://en-rules.hkex.com.hk/sites/default/files/net_file_store/HKEX4476_3785_VER31169.pdf

² A copy of the latest guide as of the date of this Agreement is accessible here:

<https://www.sfc.hk/-/media/EN/assets/components/codes/files-current/web/outline-of-part-xv-of-the-securities-and-futures-ordinance-cap571-disclosure-of-interests/Part-XV-Outline-24-May-2024-English.pdf?rev=69a798836ed149358df52da6387ede93>

on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion consider appropriate.

6. TERMINATION

- 6.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Appointee (save as to statutory entitlements) by summary notice in writing with immediate effect if the Appointee at any time:
- (a) ceases to be suitable to be a director of a company listed on the Stock Exchange by virtue of, or becomes prohibited from being a director of a company listed on the Stock Exchange by, any provision of the Listing Rules or the laws of Hong Kong or other applicable jurisdiction;
 - (b) becomes bankrupt, has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
 - (c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to his/her property or affairs;
 - (d) is absent, and any alternate director of the Company appointed by him/her is absent, from the place of his/her work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that his/her office be vacated;
 - (e) notifies the Company of his/her wish to resign, in which event he/she shall vacate office on the receipt of that notice to the Company or such other time as is specified in such notice or mutually agreed by the Appointee and the Company, unless the Articles of Association provides otherwise;
 - (f) is convicted of an indictable offence.
- 6.2 The Company shall also be entitled to terminate the Appointment if:
- (a) notice of his/her removal from office in writing is served upon him/her in accordance with the Articles of Association;
 - (b) the Company passes an ordinary resolution removing the Appointee from office pursuant to the Articles of Association, or in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands; or
 - (c) the Board by unanimous decision (other than the Appointee in question) passes resolution to remove the Appointee, provided that the resolution does not contravene the Articles of Association, or any applicable provision of the laws of Hong Kong or the Cayman Islands.
- 6.3 This Agreement shall automatically terminate if the class A ordinary shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Appointee mutually agree to an extension.
- 6.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 6.1 or 6.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Appointee with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Appointees' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with

Clauses 6.1 or 6.2, other than such amounts as may comprise the Appointee's statutory entitlements under the applicable laws of Hong Kong or otherwise.

6.5 If the Appointee ceases to be a director of the Company otherwise than:

- (a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Appointee is re-elected at the annual general meeting at which he/she retires;
- (b) pursuant to Clause 2;
- (c) pursuant to Clauses 6.1 or 6.2; or
- (d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Appointee hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board; the Appointee may serve notice in writing to the Board that he/she does not wish to be put forward for re-election at an upcoming retirement by rotation of the Appointee with not less than one (1) month prior notice before the date of the relevant re-election (or such shorter time as agreed by the Company).

6.6 Upon the termination of the Appointment howsoever arising, the Appointee shall:

- (a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by him/her in any other company in the Group (except to the extent otherwise agreed by the Board), and the Appointee hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as his/her lawful attorney and in his/her name and on his/her behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Appointee may have against any such company arising out of this Agreement or of the termination of the Appointment;
- (b) not at any time thereafter represent himself as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;
- (c) automatically be removed from his/her positions in any committees of the Board (as applicable), with immediate effect; and
- (d) provide to the Stock Exchange any information that the Stock Exchange may require pursuant to the Listing Rules.

6.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 6.6 and 7 to 16 shall continue to apply notwithstanding the termination of this Agreement.

6.8 The Appointee consents to the Company issuing announcement(s) or making other publications with respect to the Appointee's appointment or termination of office or other change of corporate roles within the Group in accordance with the requirements of the Listing Rules and applicable laws.

7. RECONSTRUCTION

- 7.1 If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another one or more companies for the purpose of reconstruction or amalgamation and the Appointee is requested to provide his/her services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to him/her in all respects than the provisions of this Agreement, the Appointee shall not have any claim against the Company or its successors-in-title in respect of such termination.

8. AMENDMENTS

- 8.1 This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the Company and the Appointee. The parties agree that such an instrument may only be signed if the Board has approved its execution by the Company.

9. SEVERABILITY

- 9.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

10. WAIVER AND OTHER RIGHTS

- 10.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.
- 10.2 Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.
- 10.3 This Agreement relates solely to the Appointee's service as a director of the Company and is not intended to create an employment relationship between the Company and the Appointee. As such, and unless otherwise provided in this Agreement or any contract of employment between the Company and the Appointee or as required by applicable laws, no provision of this Agreement shall give rise to any eligibility on the part of the Appointee to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

11. INCORPORATION OF ARTICLES OF ASSOCIATION

- 11.1 The terms of the Articles of Association are incorporated by reference into this Agreement.

12. NO ASSIGNMENT

- 12.1 This Agreement shall not be capable of being assigned by either party to any person.

13. SUCCESSORS

- 13.1 This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall ensure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

14. COUNTERPARTS

- 14.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, in wet-ink or electronically, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

15. RIGHTS OF THIRD PARTIES

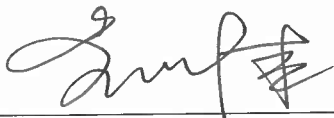
- 15.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the “**Third Party Rights Ordinance**”) shall not apply to this Agreement and, save for the Company, no person other than the parties to this agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

16. GOVERNING LAW AND JURISDICTION

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

This Agreement has been duly executed the day and year first above written.

For and on behalf of
Minglamp Technology

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)
) 

Minghui Wu
Authorised Signatory

I confirm my acceptance of the Appointment in accordance with the terms and conditions of this Agreement.

SIGNED by)
Yunan Ren)


Yunan Ren 任煜男

DIRECTOR APPOINTMENT CONTRACT

THIS AGREEMENT is made on October 22, 2025.

BETWEEN

- (1) **Mininglamp Technology**, a company registered by way of continuation in the Cayman Islands with limited liability, whose registered office is situated at the offices of PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands (the “**Company**”); and
- (2) **David Hing Yuen Ho (何慶源)** (the “**Appointee**”),
(the “**Agreement**”)

IT IS HEREBY AGREED

1. INTERPRETATION

- 1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

“Agreement”	this Agreement;
“Appointment”	the appointment of the Appointee as a director of the Company pursuant to Clause 2.1;
“Appointment Term”	the term during which the Appointment is in effect pursuant to Clause 2.2;
“Articles of Association”	the articles of association of the Company in effect from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
“associate(s)”	shall have the meaning ascribed to it in the Listing Rules;
“Board”	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
“Business”	all the business and affairs carried out by the Group or any member of the Group from time to time;
“business day”	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
“Group”	the Company and its subsidiaries from time to time;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Listing Date”	the first day when dealings in the Shares commence on the Stock Exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“Memorandum”	the memorandum of association of the Company from time to time or, if the context requires, the memorandum of association of the relevant company in the Group from time to time;

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| “Shares” | class A ordinary shares of the Company and class B ordinary shares of the Company, each with par value of US\$0.001; or as subsequently adjusted by way of share subdivision or share consolidation |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited; and |
| “subsidiary(ies)” | shall have the meaning as ascribed to it in the Listing Rules. |
- 1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.
- 1.3 References herein to “Clause” are to clauses of this Agreement.
- 1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.
- 2. APPOINTMENT AND TERM**
- 2.1 The Appointee has been appointed a director of the Company. The Appointee shall well and faithfully serve the Company as a director of the Company and carry out his/her duties hereunder subject to and upon the terms set out below.
- 2.2 Subject to the provisions for termination set out in Clause 6, the Appointment under this Agreement shall commence from the Listing Date and continue for an initial term of three (3) years thereafter. The Appointment shall, subject always to re-election as and when required under the Articles of Association, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 6 or by either party giving to the other not less than one month prior notice (or such shorter period as agreed by the Company) in writing.
- 3. DIRECTOR’S DUTIES AND SERVICES**
- 3.1 The Appointee in his/her office as a director of the Company shall:
- (a) act honestly and in good faith in the interests of the Company as a whole;
 - (b) act for proper purpose;
 - (c) be answerable to the Company for the application or misapplication of its assets;
 - (d) avoid actual and potential conflicts of interest and duty;
 - (e) disclose fully and fairly his/her interests in contracts with the Company;
 - (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of his/her knowledge and experience and holding his/her office within the Company;
 - (g) comply to the best of his/her ability with the Listing Rules and the Company’s rules, regulations, policies and procedures from time to time in force;
 - (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company’s compliance with the Listing Rules;
 - (i) in the discharge of his/her duties and in the exercise of his/her powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to him/her by the Board (including but not limited to assuming positions and performing his/her duties in board committees as instructed by the Board from time to time) to the best of his/her skills and ability and comply with

all resolutions, regulations and directions from time to time passed or made by the Board; and

- (j) in pursuance of his/her 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 and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.
- 3.2 The Appointee shall carry out his/her duties and exercise his/her powers jointly with any other director or officer as shall from time to time be appointed by the Board to act jointly with the Appointee. The Board may at any time and without explanation require the Appointee to cease performing any of his/her duties or exercising any of his/her powers under this Agreement.
- 3.3 The Appointee shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that: (i) may impact your status as a director of the Company; (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules; or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).
- 3.4 Additionally, the Appointee is reminded of:
- (a) the restrictions on dealings in the Shares by directors (and persons whose interests are deemed attributed to a director) of a company listed on the Stock Exchange under Appendix C3 (*Model Code*) to the Listing Rules.¹
 - (b) the disclosure of interest regulations under Part XV of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and summarized in the “Outline of Part XV of the Securities and Futures Ordinance (Cap. 571) – Disclosure of Interests” issued by the Securities and Futures Commission.²

4. REMUNERATION

- 4.1 During the Appointment Term, the Company will provide the Appointee with benefits and expenses pursuant to Clause 5 and any other remuneration to be decided by the Board from time to time with the recommendation of the remuneration committee to the Board.
- 4.2 Unless otherwise provided in this Agreement, determined in writing by the Board, or required by the applicable laws and regulations, the Appointee shall not be entitled to receive from the Company any other fee, salary, remuneration, reimbursement, welfare, benefits or any other forms of monetary or non-monetary payment (whether as a director of or in any other capacity of the Company) during the Appointment Term.

5. BENEFITS AND EXPENSES

- 5.1 During the Appointment Term, the Company may reimburse the Appointee for all reasonable expenses properly, reasonably and actually incurred by the Appointee in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.
- 5.2 The Company may pay or provide to the Appointee additional benefits (including any options and/or other share awards under the rules of any share incentive scheme of the Company, adopted from time to time, subject always to, *inter alia*, the listing of the Company’s securities

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² A copy of the latest guide as of the date of this Agreement is accessible here:

<https://www.sfc.hk/-/media/EN/assets/components/codes/files-current/web/outline-of-part-xv-of-the-securities-and-futures-ordinance-cap571-disclosure-of-interests/Part-XV-Outline-24-May-2024-English.pdf?rev=69a798836ed149358df52da6387ede93>

on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion consider appropriate.

6. TERMINATION

- 6.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Appointee (save as to statutory entitlements) by summary notice in writing with immediate effect if the Appointee at any time:
- (a) ceases to be suitable to be a director of a company listed on the Stock Exchange by virtue of, or becomes prohibited from being a director of a company listed on the Stock Exchange by, any provision of the Listing Rules or the laws of Hong Kong or other applicable jurisdiction;
 - (b) becomes bankrupt, has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
 - (c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to his/her property or affairs;
 - (d) is absent, and any alternate director of the Company appointed by him/her is absent, from the place of his/her work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that his/her office be vacated;
 - (e) notifies the Company of his/her wish to resign, in which event he/she shall vacate office on the receipt of that notice to the Company or such other time as is specified in such notice or mutually agreed by the Appointee and the Company, unless the Articles of Association provides otherwise;
 - (f) is convicted of an indictable offence.
- 6.2 The Company shall also be entitled to terminate the Appointment if:
- (a) notice of his/her removal from office in writing is served upon him/her in accordance with the Articles of Association;
 - (b) the Company passes an ordinary resolution removing the Appointee from office pursuant to the Articles of Association, or in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands; or
 - (c) the Board by unanimous decision (other than the Appointee in question) passes resolution to remove the Appointee, provided that the resolution does not contravene the Articles of Association, or any applicable provision of the laws of Hong Kong or the Cayman Islands.
- 6.3 This Agreement shall automatically terminate if the class A ordinary shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Appointee mutually agree to an extension.
- 6.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 6.1 or 6.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Appointee with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Appointees' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with

Clauses 6.1 or 6.2, other than such amounts as may comprise the Appointee's statutory entitlements under the applicable laws of Hong Kong or otherwise.

6.5 If the Appointee ceases to be a director of the Company otherwise than:

- (a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Appointee is re-elected at the annual general meeting at which he/she retires;
- (b) pursuant to Clause 2;
- (c) pursuant to Clauses 6.1 or 6.2; or
- (d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Appointee hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board; the Appointee may serve notice in writing to the Board that he/she does not wish to be put forward for re-election at an upcoming retirement by rotation of the Appointee with not less than one (1) month prior notice before the date of the relevant re-election (or such shorter time as agreed by the Company).

6.6 Upon the termination of the Appointment howsoever arising, the Appointee shall:

- (a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by him/her in any other company in the Group (except to the extent otherwise agreed by the Board), and the Appointee hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as his/her lawful attorney and in his/her name and on his/her behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Appointee may have against any such company arising out of this Agreement or of the termination of the Appointment;
- (b) not at any time thereafter represent himself as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;
- (c) automatically be removed from his/her positions in any committees of the Board (as applicable), with immediate effect; and
- (d) provide to the Stock Exchange any information that the Stock Exchange may require pursuant to the Listing Rules.

6.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 6.6 and 7 to 16 shall continue to apply notwithstanding the termination of this Agreement.

6.8 The Appointee consents to the Company issuing announcement(s) or making other publications with respect to the Appointee's appointment or termination of office or other change of corporate roles within the Group in accordance with the requirements of the Listing Rules and applicable laws.

7. RECONSTRUCTION

- 7.1 If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another one or more companies for the purpose of reconstruction or amalgamation and the Appointee is requested to provide his/her services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to him/her in all respects than the provisions of this Agreement, the Appointee shall not have any claim against the Company or its successors-in-title in respect of such termination.

8. AMENDMENTS

- 8.1 This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the Company and the Appointee. The parties agree that such an instrument may only be signed if the Board has approved its execution by the Company.

9. SEVERABILITY

- 9.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

10. WAIVER AND OTHER RIGHTS

- 10.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.
- 10.2 Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.
- 10.3 This Agreement relates solely to the Appointee's service as a director of the Company and is not intended to create an employment relationship between the Company and the Appointee. As such, and unless otherwise provided in this Agreement or any contract of employment between the Company and the Appointee or as required by applicable laws, no provision of this Agreement shall give rise to any eligibility on the part of the Appointee to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

11. INCORPORATION OF ARTICLES OF ASSOCIATION

- 11.1 The terms of the Articles of Association are incorporated by reference into this Agreement.

12. NO ASSIGNMENT

- 12.1 This Agreement shall not be capable of being assigned by either party to any person.

13. SUCCESSORS

- 13.1 This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall ensure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

14. COUNTERPARTS

- 14.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, in wet-ink or electronically, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

15. RIGHTS OF THIRD PARTIES

- 15.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the “**Third Party Rights Ordinance**”) shall not apply to this Agreement and, save for the Company, no person other than the parties to this agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

16. GOVERNING LAW AND JURISDICTION

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

This Agreement has been duly executed the day and year first above written.

For and on behalf of
Mininglamp Technology

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)
) 

Minghui Wu
Authorised Signatory

[Signature page to director appointment letter (Company)]

I confirm my acceptance of the Appointment in accordance with the terms and conditions of this Agreement.

SIGNED by
David Hing Yuen Ho

)
)



David Hing Yuen Ho 何慶源

DIRECTOR APPOINTMENT CONTRACT

THIS AGREEMENT is made on October 22, 2025.

BETWEEN

- (1) **Mininglamp Technology**, a company registered by way of continuation in the Cayman Islands with limited liability, whose registered office is situated at the offices of PO Box 309, Uglan House, Grand Cayman KY1-1104, Cayman Islands (the “**Company**”); and
- (2) **Qingfei Zeng (曾慶飛)** (the “**Appointee**”),
(the “**Agreement**”)

IT IS HEREBY AGREED

1. INTERPRETATION

- 1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

“Agreement”	this Agreement;
“Appointment”	the appointment of the Appointee as a director of the Company pursuant to Clause 2.1;
“Appointment Term”	the term during which the Appointment is in effect pursuant to Clause 2.2;
“Articles of Association”	the articles of association of the Company in effect from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
“associate(s)”	shall have the meaning ascribed to it in the Listing Rules;
“Board”	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
“Business”	all the business and affairs carried out by the Group or any member of the Group from time to time;
“business day”	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
“Group”	the Company and its subsidiaries from time to time;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Listing Date”	the first day when dealings in the Shares commence on the Stock Exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“Memorandum”	the memorandum of association of the Company from time to time or, if the context requires, the memorandum of association of the relevant company in the Group from time to time;

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|-------------------|---|
| “Shares” | class A ordinary shares of the Company and class B ordinary shares of the Company, each with par value of US\$0.001; or as subsequently adjusted by way of share subdivision or share consolidation |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited; and |
| “subsidiary(ies)” | shall have the meaning as ascribed to it in the Listing Rules. |
- 1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.
- 1.3 References herein to “Clause” are to clauses of this Agreement.
- 1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.
- 2. APPOINTMENT AND TERM**
- 2.1 The Appointee has been appointed a director of the Company. The Appointee shall well and faithfully serve the Company as a director of the Company and carry out his/her duties hereunder subject to and upon the terms set out below.
- 2.2 Subject to the provisions for termination set out in Clause 6, the Appointment under this Agreement shall commence from the Listing Date and continue for an initial term of three (3) years thereafter. The Appointment shall, subject always to re-election as and when required under the Articles of Association, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 6 or by either party giving to the other not less than one month prior notice (or such shorter period as agreed by the Company) in writing.
- 3. DIRECTOR’S DUTIES AND SERVICES**
- 3.1 The Appointee in his/her office as a director of the Company shall:
- (a) act honestly and in good faith in the interests of the Company as a whole;
 - (b) act for proper purpose;
 - (c) be answerable to the Company for the application or misapplication of its assets;
 - (d) avoid actual and potential conflicts of interest and duty;
 - (e) disclose fully and fairly his/her interests in contracts with the Company;
 - (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of his/her knowledge and experience and holding his/her office within the Company;
 - (g) comply to the best of his/her ability with the Listing Rules and the Company’s rules, regulations, policies and procedures from time to time in force;
 - (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company’s compliance with the Listing Rules;
 - (i) in the discharge of his/her duties and in the exercise of his/her powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to him/her by the Board (including but not limited to assuming positions and performing his/her duties in board committees as instructed by the Board from time to time) to the best of his/her skills and ability and comply with

all resolutions, regulations and directions from time to time passed or made by the Board; and

- (j) in pursuance of his/her 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 and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.
- 3.2 The Appointee shall carry out his/her duties and exercise his/her powers jointly with any other director or officer as shall from time to time be appointed by the Board to act jointly with the Appointee. The Board may at any time and without explanation require the Appointee to cease performing any of his/her duties or exercising any of his/her powers under this Agreement.
- 3.3 The Appointee shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that: (i) may impact your status as a director of the Company; (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules; or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).
- 3.4 Additionally, the Appointee is reminded of:
- (a) the restrictions on dealings in the Shares by directors (and persons whose interests are deemed attributed to a director) of a company listed on the Stock Exchange under Appendix C3 (*Model Code*) to the Listing Rules.¹
 - (b) the disclosure of interest regulations under Part XV of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and summarized in the “Outline of Part XV of the Securities and Futures Ordinance (Cap. 571) – Disclosure of Interests” issued by the Securities and Futures Commission.²

4. REMUNERATION

- 4.1 During the Appointment Term, the Company will provide the Appointee with benefits and expenses pursuant to Clause 5 and any other remuneration to be decided by the Board from time to time with the recommendation of the remuneration committee to the Board.
- 4.2 Unless otherwise provided in this Agreement, determined in writing by the Board, or required by the applicable laws and regulations, the Appointee shall not be entitled to receive from the Company any other fee, salary, remuneration, reimbursement, welfare, benefits or any other forms of monetary or non-monetary payment (whether as a director of or in any other capacity of the Company) during the Appointment Term.

5. BENEFITS AND EXPENSES

- 5.1 During the Appointment Term, the Company may reimburse the Appointee for all reasonable expenses properly, reasonably and actually incurred by the Appointee in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.
- 5.2 The Company may pay or provide to the Appointee additional benefits (including any options and/or other share awards under the rules of any share incentive scheme of the Company, adopted from time to time, subject always to, *inter alia*, the listing of the Company’s securities

¹ A copy of the latest Model Code as of the date of this Agreement is accessible here:

https://en-rules.hkex.com.hk/sites/default/files/net_file_store/HKEX4476_3785_VER31169.pdf

² A copy of the latest guide as of the date of this Agreement is accessible here:

<https://www.sfc.hk/-/media/EN/assets/components/codes/files-current/web/outline-of-part-xv-of-the-securities-and-futures-ordinance-cap571-disclosure-of-interests/Part-XV-Outline-24-May-2024-English.pdf?rev=69a798836ed149358df52da6387ede93>

on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion consider appropriate.

6. TERMINATION

- 6.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Appointee (save as to statutory entitlements) by summary notice in writing with immediate effect if the Appointee at any time:
- (a) ceases to be suitable to be a director of a company listed on the Stock Exchange by virtue of, or becomes prohibited from being a director of a company listed on the Stock Exchange by, any provision of the Listing Rules or the laws of Hong Kong or other applicable jurisdiction;
 - (b) becomes bankrupt, has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
 - (c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to his/her property or affairs;
 - (d) is absent, and any alternate director of the Company appointed by him/her is absent, from the place of his/her work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that his/her office be vacated;
 - (e) notifies the Company of his/her wish to resign, in which event he/she shall vacate office on the receipt of that notice to the Company or such other time as is specified in such notice or mutually agreed by the Appointee and the Company, unless the Articles of Association provides otherwise;
 - (f) is convicted of an indictable offence.
- 6.2 The Company shall also be entitled to terminate the Appointment if:
- (a) notice of his/her removal from office in writing is served upon him/her in accordance with the Articles of Association;
 - (b) the Company passes an ordinary resolution removing the Appointee from office pursuant to the Articles of Association, or in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands; or
 - (c) the Board by unanimous decision (other than the Appointee in question) passes resolution to remove the Appointee, provided that the resolution does not contravene the Articles of Association, or any applicable provision of the laws of Hong Kong or the Cayman Islands.
- 6.3 This Agreement shall automatically terminate if the class A ordinary shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Appointee mutually agree to an extension.
- 6.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 6.1 or 6.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Appointee with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Appointees' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with

Clauses 6.1 or 6.2, other than such amounts as may comprise the Appointee's statutory entitlements under the applicable laws of Hong Kong or otherwise.

6.5 If the Appointee ceases to be a director of the Company otherwise than:

- (a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Appointee is re-elected at the annual general meeting at which he/she retires;
- (b) pursuant to Clause 2;
- (c) pursuant to Clauses 6.1 or 6.2; or
- (d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Appointee hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board; the Appointee may serve notice in writing to the Board that he/she does not wish to be put forward for re-election at an upcoming retirement by rotation of the Appointee with not less than one (1) month prior notice before the date of the relevant re-election (or such shorter time as agreed by the Company).

6.6 Upon the termination of the Appointment howsoever arising, the Appointee shall:

- (a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by him/her in any other company in the Group (except to the extent otherwise agreed by the Board), and the Appointee hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as his/her lawful attorney and in his/her name and on his/her behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Appointee may have against any such company arising out of this Agreement or of the termination of the Appointment;
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6.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 6.6 and 7 to 16 shall continue to apply notwithstanding the termination of this Agreement.

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- 16.2 The Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

This Agreement has been duly executed the day and year first above written.

For and on behalf of
Mininglamp Technology

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Minghui Wu
Authorised Signatory

I confirm my acceptance of the Appointment in accordance with the terms and conditions of this Agreement.

SIGNED by
Qingfei Zeng

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