

Dated 15 December 2021

**Semk Holdings International Limited**  
德盈控股國際有限公司

and

**Hui Ha Lam (許夏林)**

---

**DIRECTOR SERVICE AGREEMENT**

---

**JINGTIAN & GONGCHENG LLP**

Suites 3203-3207, 32/F  
Edinburgh Tower, The Landmark  
15 Queen's Road Central  
Hong Kong  
Tel: (852) 2926 9300  
Fax: (852) 2926 9400

## CONTENTS

Clause	Heading	Page
1.	Appointment and Term .....	1
2.	Duties and Scope of Employment .....	1
3.	Restrictions on Other Activities by the Appointee .....	2
4.	Remuneration .....	2
5.	Provident Fund and Insurance Benefits.....	3
6.	Expenses.....	3
7.	Annual Leave .....	3
8.	Sickness/Incapacity .....	4
9.	Inventions and Other Industrial or Intellectual Property .....	4
10.	Confidential Information and Company Documents .....	5
11.	Termination .....	6
12.	Non-Solicitation and Restrictive Covenants .....	7
13.	Novation.....	8
14.	Former Service Contracts .....	8
15.	Interpretation .....	9
16.	Notices.....	9
17.	Counterparts .....	9
18.	Choice of Law .....	9

**THIS AGREEMENT** is dated 15 December 2021 and is made

**BETWEEN**

- (1) **Semk Holdings International Limited** (德盈控股國際有限公司), a company incorporated in the Cayman Islands with limited liability, whose registered office is at P.O. Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands (the "**Company**"); and
- (2) **Hui Ha Lam** (許夏林) (Hong Kong Identity Card No. V007716(A)) at House 12, Meister House, 1 Fairview Park Boulevard, Yuen Long, New Territories, Hong Kong (the "**Appointee**").

**BY WHICH IT IS AGREED** as follows:

1. **Appointment and Term**

- 1.1 The Company shall employ the Appointee and the Appointee agrees to act as executive director of the Company on and subject to the terms and conditions specified in this Agreement.
- 1.2 This appointment shall commence from the Listing Date, and shall continue, subject to Clause 11, for a period of three years from such date and thereafter unless or until terminated earlier by either party giving to the other not less than three months' notice in writing.
- 1.3 The Company reserves the right to pay the Appointee in lieu of any notice of termination (whether given by the Company or by the Appointee).
- 1.4 The Company reserves the right to require the Appointee to carry out the duties of another position of equivalent status either in addition to or instead of his duties as executive director.
- 1.5 The Appointee represents and warrants that he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this Agreement or from performing his duties under this Agreement.

2. **Duties and Scope of Employment**

- 2.1 The Appointee shall at all times:
  - (a) devote such of his time and his attention as may reasonably be required and the best of his skills and ability to the duties of his office;
  - (b) use his best endeavours to protect, promote, develop and extend the interests of the Company;
  - (c) faithfully and diligently perform such duties and exercise such powers consistent with his position as may from time to time be assigned to or vested in him;
  - (d) obey the reasonable and lawful directions of the board of directors of the Company (the "**Board**", which expression shall include any duly constituted committee thereof);
  - (e) comply with all the Company's rules, regulations, policies and procedures from time to time in force;
  - (f) work in any place which the Company may reasonably require for the proper performance and exercise of his duties and powers, and travel on the business of the

Company from time to time as determined by the Board; and

- (g) carry out his duties and exercise his powers jointly with any other managing or executive director(s) appointed by the Board to act jointly with him.

2.2 For the purposes of this Agreement, the Appointee shall if required by the Company:

- (a) carry out the duties of his office on behalf of any holding company for the time being of the Company or any subsidiary for the time being of the Company or any such holding company;
- (b) act as director, officer or employee of any such company; and
- (c) carry out such duties attendant on any such appointment as if they were duties to be performed by him on behalf of the Company under this Agreement.

The expressions "**holding company**" and "**subsidiary**" shall have the respective meanings as defined in Sections 13 and 15 of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) (or any statutory re-enactment thereof). The Company, any holding company for the time being of the Company, any subsidiaries for the time being of the Company and any such holding company are collectively called the "**Group**". Any reference to a "**Group Company**" in this Agreement shall mean any company in the Group.

2.3 The Appointee shall at all times keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company and any Group Company and provide such explanations as required by the Board.

2.4 The Appointee shall work such hours as may from time to time be reasonably required and shall not be entitled to receive any additional remuneration for work outside his normal hours.

2.5 The Appointee shall comply with (a) every rule of law, (b) the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**"), and (c) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other Group Company.

2.6 Notwithstanding Clause 2.1, the Board shall be under no obligation to assign to or vest in the Appointee any powers, duties or functions or to provide any work for the Appointee and may at any time suspend the Appointee from, or require the Appointee to cease, performing or exercising the said or any duties or powers, or exclude him from any premises of the Company either on full or part pay or without payment of salary to the extent permitted by law.

### 3. **Restrictions on Other Activities by the Appointee**

During the term of this Agreement, the Appointee shall not (except with the prior sanction of a resolution of the Board) be directly or indirectly employed, engaged, concerned or interested in any other business or undertaking which is similar to or in competition with the business carried on by the Group or any part of such business, provided that this shall not prohibit the holding (directly or through nominees) of investments as long as not more than 5 per cent in aggregate of the issued shares or other securities of any class of any one company which are for the time being quoted or dealt in on any recognised stock exchange shall be so held without the prior sanction of a resolution of the Board.

### 4. **Remuneration**

- 4.1 The Appointee shall receive during the continuance of his appointment under this Agreement a salary at the rate of HK\$1,380,000 per annum (to be reviewed annually) inclusive of any sum receivable as director's fees or other remuneration from any Group Company, such salary to accrue on a day to day basis and to be payable monthly in arrears.
- 4.2 During his appointment, the Company may, at its sole discretion, pay the Appointee a bonus of such amount as the Board may determine in respect of each complete financial year of the Company.
- 4.3 The Appointee shall account to the appropriate authorities for all taxes payable by him under any applicable law or regulation in respect of all sums received by him under this Agreement and shall indemnify the Company for any losses, costs, or expenses incurred by the Company resulting from his failure to do so.
- 4.4 Payment of salary to the Appointee shall be made either by the Company or by another Group Company, and if by more than one company then in such proportions as the Board may from time to time determine.

5. **Provident Fund and Insurance Benefits**

- 5.1 Where required by the Mandatory Provident Fund Schemes Ordinance, the Appointee will be enrolled into the Mandatory Provident Fund Scheme (the "**MPF Scheme**"). Contributions will be paid by the Company or by another Group Company to the MPF Scheme in respect of the Appointee and the Appointee will also be required to contribute to the MPF Scheme, such contributions being deducted from the Appointee's salary. The level of contributions to be paid to the MPF Scheme will be as specified in the Mandatory Provident Fund Schemes Ordinance.
- 5.2 The Company shall provide the Appointee with medical and dental insurance, permanent health insurance and life assurance cover, in accordance with the Company's policy in force from time to time. The Company shall have the right to change its arrangements for or withdraw the provision of such benefits as it sees fit.

6. **Expenses**

- 6.1 The Company shall reimburse to the Appointee such sums as shall cover all reasonable out-of-pocket expenses incurred by him in the proper performance of his/her duties (including expenses of entertainment, subsistence and travelling) subject to the Appointee providing appropriate evidence of such expenses and in such manner as the Company may require.
- 6.2 The Company will provide the Appointee with a motor car of a size and type commensurate (in the opinion of the Company) with his position and remuneration for the time being which he will be permitted to use for reasonable private journeys.

7. **Annual Leave**

- 7.1 In addition to statutory holidays the Appointee shall be entitled to 10 working days' paid annual leave during each calendar year to be taken at such time or times as may be agreed with the Board. The Appointee may not without the consent of the Board carry forward any unused part of his annual leave entitlement (except statutory entitlement) to a subsequent calendar year and no payment will be made in lieu of any accrued but unused annual leave. All annual leave will be taken from the statutory entitlement first.
- 7.2 For the calendar year during which the Appointee's appointment under this Agreement commences or terminates, he shall be entitled to such proportion of his annual leave

entitlement as the period of his employment in each such year bears to one calendar year. Upon termination of his employment for whatever reason he shall, if appropriate, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of his proportionate annual leave entitlement.

8. **Sickness/Incapacity**

8.1 If the Appointee shall be prevented by illness, accident or other incapacity from properly performing his duties under this Agreement he shall report this fact immediately to the Company Secretary's office and if he is so prevented for more than 2 consecutive days he shall provide an appropriate doctor's certificate.

8.2 If the Appointee shall be absent from his duties under this Agreement owing to illness, accident or other incapacity duly certified in accordance with the provisions of Clause 8.1 he shall be paid his full remuneration for the first 120 days of such absence and thereafter, subject to the provisions of Clause 11.1, such remuneration as the Board shall in its discretion allow, provided that there shall be deducted from such remuneration any benefits payable to the Appointee including any sums recoverable from a third party and any sums payable to the Appointee under the insurance arrangements referred to in Clause 5.2

9. **Inventions and Other Industrial or Intellectual Property**

9.1 The parties foresee that the Appointee may make inventions or create other industrial or intellectual property in the course of his duties and agree that in this respect the Appointee has a special responsibility to further the interests of the Group.

*"Intellectual Property Rights" mean copyrights, patents, utility models, trade marks, service marks, design rights, database rights, semiconductor topography rights, proprietary information rights and all such other similar proprietary rights and applications for such rights as may exist anywhere in the world, and whether such rights are registered or unregistered.*

*"Inventions" mean all discoveries, inventions, improvements, modifications, processes, formulae, models, prototypes, sketches, drawings, plans, softwares, hardwares or other works or material which the Appointee alone or with one or more others may make, devise or discover during the course of his employment and which pertain or are actually or potentially useful to any of the activities of the Company (or any associated company of the Company) or the processes or machinery of the Company or any such associated company for providing the services of the Company or any such associated company.*

9.2 Any invention or improvement or design made or process or information discovered or copyright work or trade mark or trade name or get-up created by the Appointee during the continuance of his appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of his employment under this Agreement) in conjunction with or in any way affecting or relating to the business of any Group Company or capable of being used or adapted for use therein or in connection therewith shall irrespective of any termination of his appointment forthwith be disclosed to the Company and shall belong to and be the absolute property of such Group Company as the Company may direct.

9.3 The Appointee if and whenever required so to do by the Company shall at the expense of a Group Company apply or join with such company in applying for letters patent or other protection or registration for any such invention, improvement, design, process, information, work, trade mark, trade name or get-up as aforesaid which belongs to such company and shall at the expense of such company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all rights, title and interest to and in the same in such company absolutely and as sole beneficial owner or in such other person as the Company may specify.

9.4 The Appointee hereby irrevocably appoints the Company to be his attorney in his name and on his behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Company the full benefit of this Clause and in favour of any third party a certificate in writing signed by any director or by the secretary of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.

## 10. **Confidential Information and Company Documents**

10.1 The Appointee shall neither during his appointment (except in the proper performance of his duties) nor at any time (without limit) after the termination of his appointment (for any reason whatsoever):

- (a) divulge or communicate to any person, company, business entity or other organisation;
- (b) use for his own purposes or for any purposes other than those of the Company or any Group Company; or
- (c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of

any trade secrets or other confidential information relating to the Company or any company in the Group.

10.2 The term "**confidential information**" shall mean details of suppliers and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, inventions, secret processes, designs, formulae and product lines, know-how, any information which the Appointee is told is confidential and any information which has been given to the Company or any Group Company in confidence by customers, suppliers or other persons.

10.3 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by the Appointee or otherwise) relating to the business of the Company or any Group Company (and any copies of the same):

- (a) shall be and remain the property of the Company or the relevant Group Company; and
- (b) shall be handed over to the Company or to the relevant Group Company, or irrevocably deleted from any computer and/or word processing system in the Appointee's possession or under his control by the Appointee, on demand and in any event on the

termination of the Appointee's appointment under this Agreement.

11. **Termination**

11.1 This Agreement shall be subject to termination by the Company by not less than three months' notice in writing given at any time while the Appointee shall have been incapacitated by reason of ill health or accident from performing his duties under this Agreement for a period of or periods aggregating 180 days in the preceding 12 months, provided that if at any time during the currency of a notice given pursuant to this Clause 11.1 the Appointee shall provide a medical certificate satisfactory to the Board to the effect that he has fully recovered his physical and/or mental health and that no recurrence of illness or incapacity can reasonably be anticipated the Company shall withdraw such notice.

11.2 The Company without prejudice to any remedy which it may have against the Appointee for the breach or non-performance of any of the provisions of this Agreement may by notice in writing to the Appointee immediately determine this Agreement without further notice:

- (a) if the Appointee, in relation to his employment:
  - (i) wilfully disobeys a lawful and reasonable order;
  - (ii) misconducts himself, such conduct being inconsistent with the due and faithful discharge of his duties;
  - (iii) is guilty of fraud or dishonesty; or
  - (iv) is habitually neglectful in his duties; or
- (b) on any other ground on which the Company would be entitled to terminate the contract without notice at common law.

11.3 On the termination of his employment (for any reason whatsoever), the Appointee:

- (a) shall at the request of the Company resign from office as a director of the Company and all offices held by him in any company in the Group;
- (b) shall not at any time thereafter make any untrue or misleading oral or written statement concerning the business and affairs of the Company or any Group Company nor represent himself or permit himself to be held out as being in any way connected with or interested in the business of the Company or any Group Company (except as a former employee for the purpose of communicating with prospective employers or complying with any applicable statutory requirements);
- (c) shall not at any time thereafter use the name of the Company or any Group Company, or any name capable of confusion therewith (whether by using such names as part of a corporate name or otherwise); and
- (d) shall immediately repay all outstanding debts or loans due to the Company or any Group Company and, to the extent permitted by the loan, the Company is hereby authorised to deduct from any wages of the Appointee a sum equal to the aggregate of any such debts or loans where the Appointee has acknowledged such debts or loans in writing.

11.4 The termination of this Agreement shall be without prejudice to any rights which have accrued at the time of termination or to Clauses 9, 10 and 12 (all of which shall remain in full force and



effect).

12. **Non-Solicitation and Restrictive Covenants**

12.1 The Appointee acknowledges that in the course of his employment with the Company the Appointee will or may have dealings with clients and fellow employees over whom the Appointee may develop a degree of influence. The Appointee also acknowledges that the Company invests a considerable amount of time, energy and money in training its employees and that those employees and the general stability of the workforce form an important part of the goodwill of the Company. The Appointee also acknowledges that in the course of his employment he will have access to and be entrusted with confidential information in respect of the Company, its clients and their respective business. In order to safeguard the Company's clientele, goodwill and name and to protect the Company's legitimate proprietary interests the Appointee covenants that he will not without the prior written consent of the Company (such consent to be withheld only in so far as may be reasonably necessary to protect the legitimate interests of the Company):

- (a) for a period of 6 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) be engaged or interested (whether as a director, shareholder, principal, consultant, agent, partner or employee) in any business concern (of whatever kind) which shall in Hong Kong and the People's Republic of China be in competition with any Group Company in the character licensing business or e-commerce or offline sales business, being businesses of a kind with which the Appointee was concerned to a material extent during the period of 12 months prior to the termination of his appointment with the Company, provided always that nothing in this Clause 12.1(a) shall restrain the Appointee from engaging or being interested as aforesaid in any such business concern in so far as his duties or work relate principally to businesses of a kind with which the Appointee was not concerned during the period of 12 months prior to the termination of his appointment under this Agreement;
- (b) for a period of 12 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) either on his own behalf or on behalf of any other person, firm, company or organisation in respect of any character licensing business or e-commerce or offline sales business by any Group Company in respect of the businesses which the Appointee may have been engaged during his employment with the Company:
  - (i) canvass, solicit or approach or cause to be canvassed, solicited or approached for orders or with a view to providing services thereto; or
  - (ii) directly or indirectly deal with:

any person, firm, company or organisation who at the date of the termination of this Agreement or within 12 months prior to such date is or was a client or customer of any Group Company or was in the habit of dealing under contract with any Group Company or in the process of negotiating with any Group Company and with whom or which the Appointee had dealings during the said period; or
  - (iii) interfere or seek to interfere with the continuance of supplies to any Group Company (or the terms relating to such supplies) from any suppliers who have been supplying goods, materials or services to any Group Company at

any time during the last 12 months of his appointment under this Agreement and with whom or which the Appointee had dealings during the said period; and

- (c) for a period of 12 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) either on his own behalf or on behalf of any other person, firm, company or organisation:
  - (i) directly or indirectly solicit or entice or endeavour to solicit or entice away from any Group Company any director, employee or executive of managerial status engaged in its or their business and with whom the Appointee had dealings at any time during the last 12 months of his appointment under this Agreement; or
  - (ii) directly or indirectly solicit or entice or endeavour to solicit or entice away from any Group Company any person employed or engaged by the Company or any other Group Company who by reason of such employment or engagement is or is reasonably likely to be in possession of any confidential information or trade secrets relating to the business of the Company or any other Group Company or the business of the customers of the Company or any other Group Company and with whom the Appointee had dealings at any time during the last 12 months of his appointment under this Agreement.

12.2 While each of the restrictions in Clause 12.1 is considered by the parties to be reasonable in all the circumstances as at the date of this Agreement, it is agreed and declared that if any one or more of such restrictions shall be judged to be invalid as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company but would be valid if words were deleted therefrom the said restrictions shall be deemed to apply with such modifications as may be necessary to make them valid and effective and any such modifications shall not affect the validity of any other restriction contained in this Agreement.

12.3 The Appointee agrees that he will at the request and cost of the Company enter into a direct agreement or undertaking with such company whereby he will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interest.

### 13. **Novation**

To the extent permitted by law, if the Appointee shall have been offered but shall unreasonably have refused to agree to the transfer of this Agreement by way of novation to a company which has acquired or agreed to acquire the whole or substantially the whole of the undertaking and assets of or of the equity share capital of the Company, the Appointee shall have no claim against the Company in respect of the termination of his appointment by reason of the subsequent voluntary winding-up of the Company or of the disclaimer or termination of this Agreement by the Company within six months after such acquisition.

### 14. **Former Service Contracts**

14.1 This Agreement shall supersede any subsisting agreements, arrangements and understandings between any Group Company and the Appointee relating to the employment of the Appointee, provided that any previous employment of the Appointee with the Company, any subsidiary or

any holding company shall be recognised as part of the Appointee's continuous employment with the Company.

- 14.2 The Appointee hereby acknowledges that he has no outstanding claims of any kind against any Group Company and without prejudice to the generality of the foregoing he further acknowledges that he has no claim for any damages against any Group Company for the termination of any previous service agreements, arrangements or undertakings for the purpose of entering into this Agreement.

15. **Interpretation**

The headings to the Clauses are for convenience only and have no legal effect.

16. **Notices**

Any notice required to be given under this Agreement shall, in the case of notice to the Company, be deemed to be duly served if left at or sent by registered post to the principal place of business in Hong Kong for the time being of the Company and, in the case of notice to the Appointee, if handed to him personally or left at or sent by registered post to his last known address in Hong Kong. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post 48 hours after posting.

17. **Counterparts**

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

18. **Choice of Law**

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

**THE COMPANY**

SIGNED for and on behalf of  
**SEMK HOLDINGS INTERNATIONAL LIMITED**  
by **HUI HA LAM**  
one of its directors

)  
)  
)  
)  


**THE APPOINTEE**

**SIGNED by  
HUI HA LAM**

)  
) 

Dated 15 December 2021

**Semk Holdings International Limited**  
德盈控股國際有限公司

and

**Kwok Chun Kit (郭振傑)**

---

**DIRECTOR SERVICE AGREEMENT**

---

**JINGTIAN & GONGCHENG LLP**

Suites 3203-3207, 32/F  
Edinburgh Tower, The Landmark  
15 Queen's Road Central  
Hong Kong  
Tel: (852) 2926 9300  
Fax: (852) 2926 9400

## CONTENTS

Clause	Heading	Page
1.	Appointment and Term .....	1
2.	Duties and Scope of Employment .....	1
3.	Restrictions on Other Activities by the Appointee.....	2
4.	Remuneration .....	2
5.	Provident Fund and Insurance Benefits.....	3
6.	Expenses.....	3
7.	Annual Leave .....	3
8.	Sickness/Incapacity .....	4
9.	Inventions and Other Industrial or Intellectual Property .....	4
10.	Confidential Information and Company Documents .....	5
11.	Termination .....	6
12.	Non-Solicitation and Restrictive Covenants .....	7
13.	Novation.....	8
14.	Former Service Contracts .....	8
15.	Interpretation .....	9
16.	Notices.....	9
17.	Counterparts .....	9
18.	Choice of Law .....	9

**THIS AGREEMENT** is dated 15 December 2021 and is made

**BETWEEN**

- (1) **Semk Holdings International Limited** (德盈控股國際有限公司), a company incorporated in the Cayman Islands with limited liability, whose registered office is at P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the "**Company**"); and
- (2) **Kwok Chun Kit** (郭振傑) (Hong Kong Identity Card No. K173885(2)) at Flat F, 20/F, Block 2, Hong Lai Garden, 153 Tuen Mun Heung Sze Wui Road, New Territories, Hong Kong (the "**Appointee**").

**BY WHICH IT IS AGREED** as follows:

1. **Appointment and Term**

- 1.1 The Company shall employ the Appointee and the Appointee agrees to act as executive director of the Company on and subject to the terms and conditions specified in this Agreement.
- 1.2 This appointment shall commence from the Listing Date, and shall continue, subject to Clause 11, for a period of three years from such date and thereafter unless or until terminated earlier by either party giving to the other not less than three months' notice in writing.
- 1.3 The Company reserves the right to pay the Appointee in lieu of any notice of termination (whether given by the Company or by the Appointee).
- 1.4 The Company reserves the right to require the Appointee to carry out the duties of another position of equivalent status either in addition to or instead of his duties as executive director.
- 1.5 The Appointee represents and warrants that he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this Agreement or from performing his duties under this Agreement.

2. **Duties and Scope of Employment**

- 2.1 The Appointee shall at all times:
  - (a) devote such of his time and his attention as may reasonably be required and the best of his skills and ability to the duties of his office;
  - (b) use his best endeavours to protect, promote, develop and extend the interests of the Company;
  - (c) faithfully and diligently perform such duties and exercise such powers consistent with his position as may from time to time be assigned to or vested in him;
  - (d) obey the reasonable and lawful directions of the board of directors of the Company (the "**Board**", which expression shall include any duly constituted committee thereof);
  - (e) comply with all the Company's rules, regulations, policies and procedures from time to time in force;
  - (f) work in any place which the Company may reasonably require for the proper performance and exercise of his duties and powers, and travel on the business of the



Company from time to time as determined by the Board; and

- (g) carry out his duties and exercise his powers jointly with any other managing or executive director(s) appointed by the Board to act jointly with him.

2.2 For the purposes of this Agreement, the Appointee shall if required by the Company:

- (a) carry out the duties of his office on behalf of any holding company for the time being of the Company or any subsidiary for the time being of the Company or any such holding company;
- (b) act as director, officer or employee of any such company; and
- (c) carry out such duties attendant on any such appointment as if they were duties to be performed by him on behalf of the Company under this Agreement.

The expressions "**holding company**" and "**subsidiary**" shall have the respective meanings as defined in Sections 13 and 15 of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) (or any statutory re-enactment thereof). The Company, any holding company for the time being of the Company, any subsidiaries for the time being of the Company and any such holding company are collectively called the "**Group**". Any reference to a "**Group Company**" in this Agreement shall mean any company in the Group.

2.3 The Appointee shall at all times keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company and any Group Company and provide such explanations as required by the Board.

2.4 The Appointee shall work such hours as may from time to time be reasonably required and shall not be entitled to receive any additional remuneration for work outside his normal hours.

2.5 The Appointee shall comply with (a) every rule of law, (b) the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**"), and (c) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other Group Company.

2.6 Notwithstanding Clause 2.1, the Board shall be under no obligation to assign to or vest in the Appointee any powers, duties or functions or to provide any work for the Appointee and may at any time suspend the Appointee from, or require the Appointee to cease, performing or exercising the said or any duties or powers, or exclude him from any premises of the Company either on full or part pay or without payment of salary to the extent permitted by law.

### 3. Restrictions on Other Activities by the Appointee

During the term of this Agreement, the Appointee shall not (except with the prior sanction of a resolution of the Board) be directly or indirectly employed, engaged, concerned or interested in any other business or undertaking which is similar to or in competition with the business carried on by the Group or any part of such business, provided that this shall not prohibit the holding (directly or through nominees) of investments as long as not more than 5 per cent in aggregate of the issued shares or other securities of any class of any one company which are for the time being quoted or dealt in on any recognised stock exchange shall be so held without the prior sanction of a resolution of the Board.

### 4. Remuneration

- 4.1 The Appointee shall receive during the continuance of his appointment under this Agreement a salary at the rate of HK\$1,280,000 per annum (to be reviewed annually) inclusive of any sum receivable as director's fees or other remuneration from any Group Company, such salary to accrue on a day to day basis and to be payable monthly in arrears.
- 4.2 During his appointment, the Company may, at its sole discretion, pay the Appointee a bonus of such amount as the Board may determine in respect of each complete financial year of the Company.
- 4.3 The Appointee shall account to the appropriate authorities for all taxes payable by him under any applicable law or regulation in respect of all sums received by him under this Agreement and shall indemnify the Company for any losses, costs, or expenses incurred by the Company resulting from his failure to do so.
- 4.4 Payment of salary to the Appointee shall be made either by the Company or by another Group Company, and if by more than one company then in such proportions as the Board may from time to time determine.

5. **Provident Fund and Insurance Benefits**

- 5.1 Where required by the Mandatory Provident Fund Schemes Ordinance, the Appointee will be enrolled into the Mandatory Provident Fund Scheme (the "**MPF Scheme**"). Contributions will be paid by the Company or by another Group Company to the MPF Scheme in respect of the Appointee and the Appointee will also be required to contribute to the MPF Scheme, such contributions being deducted from the Appointee's salary. The level of contributions to be paid to the MPF Scheme will be as specified in the Mandatory Provident Fund Schemes Ordinance.
- 5.2 The Company shall provide the Appointee with medical and dental insurance, permanent health insurance and life assurance cover, in accordance with the Company's policy in force from time to time. The Company shall have the right to change its arrangements for or withdraw the provision of such benefits as it sees fit.

6. **Expenses**

- 6.1 The Company shall reimburse to the Appointee such sums as shall cover all reasonable out-of-pocket expenses incurred by him in the proper performance of his/her duties (including expenses of entertainment, subsistence and travelling) subject to the Appointee providing appropriate evidence of such expenses and in such manner as the Company may require.
- 6.2 The Company will provide the Appointee with a motor car of a size and type commensurate (in the opinion of the Company) with his position and remuneration for the time being which he will be permitted to use for reasonable private journeys.

7. **Annual Leave**

- 7.1 In addition to statutory holidays the Appointee shall be entitled to 10 working days' paid annual leave during each calendar year to be taken at such time or times as may be agreed with the Board. The Appointee may not without the consent of the Board carry forward any unused part of his annual leave entitlement (except statutory entitlement) to a subsequent calendar year and no payment will be made in lieu of any accrued but unused annual leave. All annual leave will be taken from the statutory entitlement first.
- 7.2 For the calendar year during which the Appointee's appointment under this Agreement commences or terminates, he shall be entitled to such proportion of his annual leave

entitlement as the period of his employment in each such year bears to one calendar year. Upon termination of his employment for whatever reason he shall, if appropriate, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of his proportionate annual leave entitlement.

8. **Sickness/Incapacity**

8.1 If the Appointee shall be prevented by illness, accident or other incapacity from properly performing his duties under this Agreement he shall report this fact immediately to the Company Secretary's office and if he is so prevented for more than 2 consecutive days he shall provide an appropriate doctor's certificate.

8.2 If the Appointee shall be absent from his duties under this Agreement owing to illness, accident or other incapacity duly certified in accordance with the provisions of Clause 8.1 he shall be paid his full remuneration for the first 120 days of such absence and thereafter, subject to the provisions of Clause 11.1, such remuneration as the Board shall in its discretion allow, provided that there shall be deducted from such remuneration any benefits payable to the Appointee including any sums recoverable from a third party and any sums payable to the Appointee under the insurance arrangements referred to in Clause 5.2

9. **Inventions and Other Industrial or Intellectual Property**

9.1 The parties foresee that the Appointee may make inventions or create other industrial or intellectual property in the course of his duties and agree that in this respect the Appointee has a special responsibility to further the interests of the Group.

*"Intellectual Property Rights" mean copyrights, patents, utility models, trade marks, service marks, design rights, database rights, semiconductor topography rights, proprietary information rights and all such other similar proprietary rights and applications for such rights as may exist anywhere in the world, and whether such rights are registered or unregistered.*

*"Inventions" mean all discoveries, inventions, improvements, modifications, processes, formulae, models, prototypes, sketches, drawings, plans, softwares, hardwares or other works or material which the Appointee alone or with one or more others may make, devise or discover during the course of his employment and which pertain or are actually or potentially useful to any of the activities of the Company (or any associated company of the Company) or the processes or machinery of the Company or any such associated company for providing the services of the Company or any such associated company.*

9.2 Any invention or improvement or design made or process or information discovered or copyright work or trade mark or trade name or get-up created by the Appointee during the continuance of his appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of his employment under this Agreement) in conjunction with or in any way affecting or relating to the business of any Group Company or capable of being used or adapted for use therein or in connection therewith shall irrespective of any termination of his appointment forthwith be disclosed to the Company and shall belong to and be the absolute property of such Group Company as the Company may direct.

9.3 The Appointee if and whenever required so to do by the Company shall at the expense of a Group Company apply or join with such company in applying for letters patent or other protection or registration for any such invention, improvement, design, process, information, work, trade mark, trade name or get-up as aforesaid which belongs to such company and shall at the expense of such company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all rights, title and interest to and in the same in such company absolutely and as sole beneficial owner or in such other person as the Company may specify.

9.4 The Appointee hereby irrevocably appoints the Company to be his attorney in his name and on his behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Company the full benefit of this Clause and in favour of any third party a certificate in writing signed by any director or by the secretary of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.

## 10. **Confidential Information and Company Documents**

10.1 The Appointee shall neither during his appointment (except in the proper performance of his duties) nor at any time (without limit) after the termination of his appointment (for any reason whatsoever):

- (a) divulge or communicate to any person, company, business entity or other organisation;
- (b) use for his own purposes or for any purposes other than those of the Company or any Group Company; or
- (c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of

any trade secrets or other confidential information relating to the Company or any company in the Group.

10.2 The term "**confidential information**" shall mean details of suppliers and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, inventions, secret processes, designs, formulae and product lines, know-how, any information which the Appointee is told is confidential and any information which has been given to the Company or any Group Company in confidence by customers, suppliers or other persons.

10.3 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by the Appointee or otherwise) relating to the business of the Company or any Group Company (and any copies of the same):

- (a) shall be and remain the property of the Company or the relevant Group Company; and
- (b) shall be handed over to the Company or to the relevant Group Company, or irrevocably deleted from any computer and/or word processing system in the Appointee's possession or under his control by the Appointee, on demand and in any event on the

termination of the Appointee's appointment under this Agreement.

11. **Termination**

11.1 This Agreement shall be subject to termination by the Company by not less than three months' notice in writing given at any time while the Appointee shall have been incapacitated by reason of ill health or accident from performing his duties under this Agreement for a period of or periods aggregating 180 days in the preceding 12 months, provided that if at any time during the currency of a notice given pursuant to this Clause 11.1 the Appointee shall provide a medical certificate satisfactory to the Board to the effect that he has fully recovered his physical and/or mental health and that no recurrence of illness or incapacity can reasonably be anticipated the Company shall withdraw such notice.

11.2 The Company without prejudice to any remedy which it may have against the Appointee for the breach or non-performance of any of the provisions of this Agreement may by notice in writing to the Appointee immediately determine this Agreement without further notice:

- (a) if the Appointee, in relation to his employment:
  - (i) wilfully disobeys a lawful and reasonable order;
  - (ii) misconducts himself, such conduct being inconsistent with the due and faithful discharge of his duties;
  - (iii) is guilty of fraud or dishonesty; or
  - (iv) is habitually neglectful in his duties; or
- (b) on any other ground on which the Company would be entitled to terminate the contract without notice at common law.

11.3 On the termination of his employment (for any reason whatsoever), the Appointee:

- (a) shall at the request of the Company resign from office as a director of the Company and all offices held by him in any company in the Group;
- (b) shall not at any time thereafter make any untrue or misleading oral or written statement concerning the business and affairs of the Company or any Group Company nor represent himself or permit himself to be held out as being in any way connected with or interested in the business of the Company or any Group Company (except as a former employee for the purpose of communicating with prospective employers or complying with any applicable statutory requirements);
- (c) shall not at any time thereafter use the name of the Company or any Group Company, or any name capable of confusion therewith (whether by using such names as part of a corporate name or otherwise); and
- (d) shall immediately repay all outstanding debts or loans due to the Company or any Group Company and, to the extent permitted by the loan, the Company is hereby authorised to deduct from any wages of the Appointee a sum equal to the aggregate of any such debts or loans where the Appointee has acknowledged such debts or loans in writing.

11.4 The termination of this Agreement shall be without prejudice to any rights which have accrued at the time of termination or to Clauses 9, 10 and 12 (all of which shall remain in full force and

effect).

## 12. **Non-Solicitation and Restrictive Covenants**

12.1 The Appointee acknowledges that in the course of his employment with the Company the Appointee will or may have dealings with clients and fellow employees over whom the Appointee may develop a degree of influence. The Appointee also acknowledges that the Company invests a considerable amount of time, energy and money in training its employees and that those employees and the general stability of the workforce form an important part of the goodwill of the Company. The Appointee also acknowledges that in the course of his employment he will have access to and be entrusted with confidential information in respect of the Company, its clients and their respective business. In order to safeguard the Company's clientele, goodwill and name and to protect the Company's legitimate proprietary interests the Appointee covenants that he will not without the prior written consent of the Company (such consent to be withheld only in so far as may be reasonably necessary to protect the legitimate interests of the Company):

- (a) for a period of 6 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) be engaged or interested (whether as a director, shareholder, principal, consultant, agent, partner or employee) in any business concern (of whatever kind) which shall in Hong Kong and the People's Republic of China be in competition with any Group Company in the character licensing business or e-commerce or offline sales business, being businesses of a kind with which the Appointee was concerned to a material extent during the period of 12 months prior to the termination of his appointment with the Company, provided always that nothing in this Clause 12.1(a) shall restrain the Appointee from engaging or being interested as aforesaid in any such business concern in so far as his duties or work relate principally to businesses of a kind with which the Appointee was not concerned during the period of 12 months prior to the termination of his appointment under this Agreement;
- (b) for a period of 12 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) either on his own behalf or on behalf of any other person, firm, company or organisation in respect of any character licensing business or e-commerce or offline sales business by any Group Company in respect of businesses which the Appointee may have been engaged during his employment with the Company:
  - (i) canvass, solicit or approach or cause to be canvassed, solicited or approached for orders or with a view to providing services thereto; or
  - (ii) directly or indirectly deal with:

any person, firm, company or organisation who at the date of the termination of this Agreement or within 12 months prior to such date is or was a client or customer of any Group Company or was in the habit of dealing under contract with any Group Company or in the process of negotiating with any Group Company and with whom or which the Appointee had dealings during the said period; or
  - (iii) interfere or seek to interfere with the continuance of supplies to any Group Company (or the terms relating to such supplies) from any suppliers who have been supplying goods, materials or services to any Group Company at

any time during the last 12 months of his appointment under this Agreement and with whom or which the Appointee had dealings during the said period; and

- (c) for a period of 12 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) either on his own behalf or on behalf of any other person, firm, company or organisation:
  - (i) directly or indirectly solicit or entice or endeavour to solicit or entice away from any Group Company any director, employee or executive of managerial status engaged in its or their business and with whom the Appointee had dealings at any time during the last 12 months of his appointment under this Agreement; or
  - (ii) directly or indirectly solicit or entice or endeavour to solicit or entice away from any Group Company any person employed or engaged by the Company or any other Group Company who by reason of such employment or engagement is or is reasonably likely to be in possession of any confidential information or trade secrets relating to the business of the Company or any other Group Company or the business of the customers of the Company or any other Group Company and with whom the Appointee had dealings at any time during the last 12 months of his appointment under this Agreement.

12.2 While each of the restrictions in Clause 12.1 is considered by the parties to be reasonable in all the circumstances as at the date of this Agreement, it is agreed and declared that if any one or more of such restrictions shall be judged to be invalid as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company but would be valid if words were deleted therefrom the said restrictions shall be deemed to apply with such modifications as may be necessary to make them valid and effective and any such modifications shall not affect the validity of any other restriction contained in this Agreement.

12.3 The Appointee agrees that he will at the request and cost of the Company enter into a direct agreement or undertaking with such company whereby he will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interest.

### 13. **Novation**

To the extent permitted by law, if the Appointee shall have been offered but shall unreasonably have refused to agree to the transfer of this Agreement by way of novation to a company which has acquired or agreed to acquire the whole or substantially the whole of the undertaking and assets of or of the equity share capital of the Company, the Appointee shall have no claim against the Company in respect of the termination of his appointment by reason of the subsequent voluntary winding-up of the Company or of the disclaimer or termination of this Agreement by the Company within six months after such acquisition.

### 14. **Former Service Contracts**

14.1 This Agreement shall supersede any subsisting agreements, arrangements and understandings between any Group Company and the Appointee relating to the employment of the Appointee, provided that any previous employment of the Appointee with the Company, any subsidiary or

any holding company shall be recognised as part of the Appointee's continuous employment with the Company.

- 14.2 The Appointee hereby acknowledges that he has no outstanding claims of any kind against any Group Company and without prejudice to the generality of the foregoing he further acknowledges that he has no claim for any damages against any Group Company for the termination of any previous service agreements, arrangements or undertakings for the purpose of entering into this Agreement.

15. **Interpretation**

The headings to the Clauses are for convenience only and have no legal effect.

16. **Notices**

Any notice required to be given under this Agreement shall, in the case of notice to the Company, be deemed to be duly served if left at or sent by registered post to the principal place of business in Hong Kong for the time being of the Company and, in the case of notice to the Appointee, if handed to him personally or left at or sent by registered post to his last known address in Hong Kong. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post 48 hours after posting.

17. **Counterparts**

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

18. **Choice of Law**

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



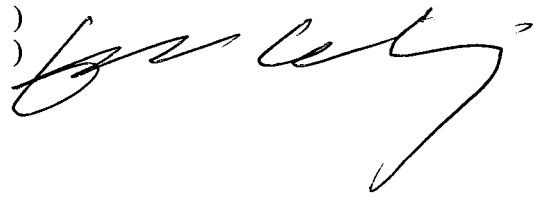
**THE COMPANY**

SIGNED for and on behalf of )  
**SEMK HOLDINGS INTERNATIONAL LIMITED** )  
by **HUI HA LAM** )  
one of its directors )

A handwritten signature in black ink, appearing to be 'Hui Ha Lam', written in a cursive style.

**THE APPOINTEE**

**SIGNED by  
KWOK CHUN KIT**

A handwritten signature in black ink, appearing to read 'Kwok Chun Kit', written in a cursive style.

Dated 15 December 2021

**Semk Holdings International Limited**  
德盈控股國際有限公司

and

**Cheung Chin Yiu (張展耀)**

---

**DIRECTOR SERVICE AGREEMENT**

---

**JINGTIAN & GONGCHENG LLP**

Suites 3203-3207, 32/F  
Edinburgh Tower, The Landmark  
15 Queen's Road Central  
Hong Kong  
Tel: (852) 2926 9300  
Fax: (852) 2926 9400

## CONTENTS

Clause	Heading	Page
1.	Appointment and Term .....	1
2.	Duties and Scope of Employment .....	1
3.	Restrictions on Other Activities by the Appointee .....	2
4.	Remuneration .....	2
5.	Provident Fund and Insurance Benefits.....	3
6.	Expenses.....	3
7.	Annual Leave .....	3
8.	Sickness/Incapacity .....	4
9.	Inventions and Other Industrial or Intellectual Property .....	4
10.	Confidential Information and Company Documents .....	5
11.	Termination .....	6
12.	Non-Solicitation and Restrictive Covenants .....	7
13.	Novation.....	8
14.	Former Service Contracts .....	8
15.	Interpretation .....	9
16.	Notices.....	9
17.	Counterparts .....	9
18.	Choice of Law .....	9

**THIS AGREEMENT** is dated 15 December 2021 and is made

**BETWEEN**

- (1) **Semk Holdings International Limited** (德盈控股國際有限公司), a company incorporated in the Cayman Islands with limited liability, whose registered office is at P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the "**Company**"); and
- (2) **Cheung Chin Yiu** (張展耀) (Hong Kong Identity Card No. Z071067(A)) at Flat D, 8/F, Tower 6, Century Gateway, 83 Tuen Mun Heung Sze Wui Road, Tuen Mun, New Territories, Hong Kong (the "**Appointee**").

**BY WHICH IT IS AGREED** as follows:

1. **Appointment and Term**

- 1.1 The Company shall employ the Appointee and the Appointee agrees to act as executive director of the Company on and subject to the terms and conditions specified in this Agreement.
- 1.2 This appointment shall commence from the Listing Date, and shall continue, subject to Clause 11, for a period of three years from such date and thereafter unless or until terminated earlier by either party giving to the other not less than three months' notice in writing.
- 1.3 The Company reserves the right to pay the Appointee in lieu of any notice of termination (whether given by the Company or by the Appointee).
- 1.4 The Company reserves the right to require the Appointee to carry out the duties of another position of equivalent status either in addition to or instead of his duties as executive director.
- 1.5 The Appointee represents and warrants that he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this Agreement or from performing his duties under this Agreement.

2. **Duties and Scope of Employment**

- 2.1 The Appointee shall at all times:
  - (a) devote such of his time and his attention as may reasonably be required and the best of his skills and ability to the duties of his office;
  - (b) use his best endeavours to protect, promote, develop and extend the interests of the Company;
  - (c) faithfully and diligently perform such duties and exercise such powers consistent with his position as may from time to time be assigned to or vested in him;
  - (d) obey the reasonable and lawful directions of the board of directors of the Company (the "**Board**", which expression shall include any duly constituted committee thereof);
  - (e) comply with all the Company's rules, regulations, policies and procedures from time to time in force;
  - (f) work in any place which the Company may reasonably require for the proper performance and exercise of his duties and powers, and travel on the business of the

Company from time to time as determined by the Board; and

- (g) carry out his duties and exercise his powers jointly with any other managing or executive director(s) appointed by the Board to act jointly with him.

2.2 For the purposes of this Agreement, the Appointee shall if required by the Company:

- (a) carry out the duties of his office on behalf of any holding company for the time being of the Company or any subsidiary for the time being of the Company or any such holding company;
- (b) act as director, officer or employee of any such company; and
- (c) carry out such duties attendant on any such appointment as if they were duties to be performed by him on behalf of the Company under this Agreement.

The expressions "**holding company**" and "**subsidiary**" shall have the respective meanings as defined in Sections 13 and 15 of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) (or any statutory re-enactment thereof). The Company, any holding company for the time being of the Company, any subsidiaries for the time being of the Company and any such holding company are collectively called the "**Group**". Any reference to a "**Group Company**" in this Agreement shall mean any company in the Group.

2.3 The Appointee shall at all times keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company and any Group Company and provide such explanations as required by the Board.

2.4 The Appointee shall work such hours as may from time to time be reasonably required and shall not be entitled to receive any additional remuneration for work outside his normal hours.

2.5 The Appointee shall comply with (a) every rule of law, (b) the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**"), and (c) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other Group Company.

2.6 Notwithstanding Clause 2.1, the Board shall be under no obligation to assign to or vest in the Appointee any powers, duties or functions or to provide any work for the Appointee and may at any time suspend the Appointee from, or require the Appointee to cease, performing or exercising the said or any duties or powers, or exclude him from any premises of the Company either on full or part pay or without payment of salary to the extent permitted by law.

### 3. **Restrictions on Other Activities by the Appointee**

During the term of this Agreement, the Appointee shall not (except with the prior sanction of a resolution of the Board) be directly or indirectly employed, engaged, concerned or interested in any other business or undertaking which is similar to or in competition with the business carried on by the Group or any part of such business, provided that this shall not prohibit the holding (directly or through nominees) of investments as long as not more than 5 per cent in aggregate of the issued shares or other securities of any class of any one company which are for the time being quoted or dealt in on any recognised stock exchange shall be so held without the prior sanction of a resolution of the Board.

### 4. **Remuneration**

- 4.1 The Appointee shall receive during the continuance of his appointment under this Agreement a salary at the rate of HK\$790,000 per annum (to be reviewed annually) inclusive of any sum receivable as director's fees or other remuneration from any Group Company, such salary to accrue on a day to day basis and to be payable monthly in arrears.
- 4.2 During his appointment, the Company may, at its sole discretion, pay the Appointee a bonus of such amount as the Board may determine in respect of each complete financial year of the Company.
- 4.3 The Appointee shall account to the appropriate authorities for all taxes payable by him under any applicable law or regulation in respect of all sums received by him under this Agreement and shall indemnify the Company for any losses, costs, or expenses incurred by the Company resulting from his failure to do so.
- 4.4 Payment of salary to the Appointee shall be made either by the Company or by another Group Company, and if by more than one company then in such proportions as the Board may from time to time determine.

5. **Provident Fund and Insurance Benefits**

- 5.1 Where required by the Mandatory Provident Fund Schemes Ordinance, the Appointee will be enrolled into the Mandatory Provident Fund Scheme (the "**MPF Scheme**"). Contributions will be paid by the Company or by another Group Company to the MPF Scheme in respect of the Appointee and the Appointee will also be required to contribute to the MPF Scheme, such contributions being deducted from the Appointee's salary. The level of contributions to be paid to the MPF Scheme will be as specified in the Mandatory Provident Fund Schemes Ordinance.
- 5.2 The Company shall provide the Appointee with medical and dental insurance, permanent health insurance and life assurance cover, in accordance with the Company's policy in force from time to time. The Company shall have the right to change its arrangements for or withdraw the provision of such benefits as it sees fit.

6. **Expenses**

- 6.1 The Company shall reimburse to the Appointee such sums as shall cover all reasonable out-of-pocket expenses incurred by him in the proper performance of his/her duties (including expenses of entertainment, subsistence and travelling) subject to the Appointee providing appropriate evidence of such expenses and in such manner as the Company may require.
- 6.2 The Company will provide the Appointee with a motor car of a size and type commensurate (in the opinion of the Company) with his position and remuneration for the time being which he will be permitted to use for reasonable private journeys.

7. **Annual Leave**

- 7.1 In addition to statutory holidays the Appointee shall be entitled to 10 working days' paid annual leave during each calendar year to be taken at such time or times as may be agreed with the Board. The Appointee may not without the consent of the Board carry forward any unused part of his annual leave entitlement (except statutory entitlement) to a subsequent calendar year and no payment will be made in lieu of any accrued but unused annual leave. All annual leave will be taken from the statutory entitlement first.
- 7.2 For the calendar year during which the Appointee's appointment under this Agreement commences or terminates, he shall be entitled to such proportion of his annual leave

entitlement as the period of his employment in each such year bears to one calendar year. Upon termination of his employment for whatever reason he shall, if appropriate, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of his proportionate annual leave entitlement.

8. **Sickness/Incapacity**

8.1 If the Appointee shall be prevented by illness, accident or other incapacity from properly performing his duties under this Agreement he shall report this fact immediately to the Company Secretary's office and if he is so prevented for more than 2 consecutive days he shall provide an appropriate doctor's certificate.

8.2 If the Appointee shall be absent from his duties under this Agreement owing to illness, accident or other incapacity duly certified in accordance with the provisions of Clause 8.1 he shall be paid his full remuneration for the first 120 days of such absence and thereafter, subject to the provisions of Clause 11.1, such remuneration as the Board shall in its discretion allow, provided that there shall be deducted from such remuneration any benefits payable to the Appointee including any sums recoverable from a third party and any sums payable to the Appointee under the insurance arrangements referred to in Clause 5.2

9. **Inventions and Other Industrial or Intellectual Property**

9.1 The parties foresee that the Appointee may make inventions or create other industrial or intellectual property in the course of his duties and agree that in this respect the Appointee has a special responsibility to further the interests of the Group.

*"Intellectual Property Rights" mean copyrights, patents, utility models, trade marks, service marks, design rights, database rights, semiconductor topography rights, proprietary information rights and all such other similar proprietary rights and applications for such rights as may exist anywhere in the world, and whether such rights are registered or unregistered.*

*"Inventions" mean all discoveries, inventions, improvements, modifications, processes, formulae, models, prototypes, sketches, drawings, plans, softwares, hardwares or other works or material which the Appointee alone or with one or more others may make, devise or discover during the course of his employment and which pertain or are actually or potentially useful to any of the activities of the Company (or any associated company of the Company) or the processes or machinery of the Company or any such associated company for providing the services of the Company or any such associated company.*

9.2 Any invention or improvement or design made or process or information discovered or copyright work or trade mark or trade name or get-up created by the Appointee during the continuance of his appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of his employment under this Agreement) in conjunction with or in any way affecting or relating to the business of any Group Company or capable of being used or adapted for use therein or in connection therewith shall irrespective of any termination of his appointment forthwith be disclosed to the Company and shall belong to and be the absolute property of such Group Company as the Company may direct.



9.3 The Appointee if and whenever required so to do by the Company shall at the expense of a Group Company apply or join with such company in applying for letters patent or other protection or registration for any such invention, improvement, design, process, information, work, trade mark, trade name or get-up as aforesaid which belongs to such company and shall at the expense of such company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all rights, title and interest to and in the same in such company absolutely and as sole beneficial owner or in such other person as the Company may specify.

9.4 The Appointee hereby irrevocably appoints the Company to be his attorney in his name and on his behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Company the full benefit of this Clause and in favour of any third party a certificate in writing signed by any director or by the secretary of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.

## 10. **Confidential Information and Company Documents**

10.1 The Appointee shall neither during his appointment (except in the proper performance of his duties) nor at any time (without limit) after the termination of his appointment (for any reason whatsoever):

- (a) divulge or communicate to any person, company, business entity or other organisation;
- (b) use for his own purposes or for any purposes other than those of the Company or any Group Company; or
- (c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of

any trade secrets or other confidential information relating to the Company or any company in the Group.

10.2 The term "**confidential information**" shall mean details of suppliers and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, inventions, secret processes, designs, formulae and product lines, know-how, any information which the Appointee is told is confidential and any information which has been given to the Company or any Group Company in confidence by customers, suppliers or other persons.

10.3 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by the Appointee or otherwise) relating to the business of the Company or any Group Company (and any copies of the same):

- (a) shall be and remain the property of the Company or the relevant Group Company; and
- (b) shall be handed over to the Company or to the relevant Group Company, or irrevocably deleted from any computer and/or word processing system in the Appointee's possession or under his control by the Appointee, on demand and in any event on the

termination of the Appointee's appointment under this Agreement.

11. **Termination**

11.1 This Agreement shall be subject to termination by the Company by not less than three months' notice in writing given at any time while the Appointee shall have been incapacitated by reason of ill health or accident from performing his duties under this Agreement for a period of or periods aggregating 180 days in the preceding 12 months, provided that if at any time during the currency of a notice given pursuant to this Clause 11.1 the Appointee shall provide a medical certificate satisfactory to the Board to the effect that he has fully recovered his physical and/or mental health and that no recurrence of illness or incapacity can reasonably be anticipated the Company shall withdraw such notice.

11.2 The Company without prejudice to any remedy which it may have against the Appointee for the breach or non-performance of any of the provisions of this Agreement may by notice in writing to the Appointee immediately determine this Agreement without further notice:

- (a) if the Appointee, in relation to his employment:
  - (i) wilfully disobeys a lawful and reasonable order;
  - (ii) misconducts himself, such conduct being inconsistent with the due and faithful discharge of his duties;
  - (iii) is guilty of fraud or dishonesty; or
  - (iv) is habitually neglectful in his duties; or
- (b) on any other ground on which the Company would be entitled to terminate the contract without notice at common law.

11.3 On the termination of his employment (for any reason whatsoever), the Appointee:

- (a) shall at the request of the Company resign from office as a director of the Company and all offices held by him in any company in the Group;
- (b) shall not at any time thereafter make any untrue or misleading oral or written statement concerning the business and affairs of the Company or any Group Company nor represent himself or permit himself to be held out as being in any way connected with or interested in the business of the Company or any Group Company (except as a former employee for the purpose of communicating with prospective employers or complying with any applicable statutory requirements);
- (c) shall not at any time thereafter use the name of the Company or any Group Company, or any name capable of confusion therewith (whether by using such names as part of a corporate name or otherwise); and
- (d) shall immediately repay all outstanding debts or loans due to the Company or any Group Company and, to the extent permitted by the loan, the Company is hereby authorised to deduct from any wages of the Appointee a sum equal to the aggregate of any such debts or loans where the Appointee has acknowledged such debts or loans in writing.

11.4 The termination of this Agreement shall be without prejudice to any rights which have accrued at the time of termination or to Clauses 9, 10 and 12 (all of which shall remain in full force and

effect).

## 12. **Non-Solicitation and Restrictive Covenants**

12.1 The Appointee acknowledges that in the course of his employment with the Company the Appointee will or may have dealings with clients and fellow employees over whom the Appointee may develop a degree of influence. The Appointee also acknowledges that the Company invests a considerable amount of time, energy and money in training its employees and that those employees and the general stability of the workforce form an important part of the goodwill of the Company. The Appointee also acknowledges that in the course of his employment he will have access to and be entrusted with confidential information in respect of the Company, its clients and their respective business. In order to safeguard the Company's clientele, goodwill and name and to protect the Company's legitimate proprietary interests the Appointee covenants that he will not without the prior written consent of the Company (such consent to be withheld only in so far as may be reasonably necessary to protect the legitimate interests of the Company):

- (a) for a period of 6 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) be engaged or interested (whether as a director, shareholder, principal, consultant, agent, partner or employee) in any business concern (of whatever kind) which shall in Hong Kong and the People's Republic of China be in competition with any Group Company in the character licensing business or e-commerce or offline sales business, being businesses of a kind with which the Appointee was concerned to a material extent during the period of 12 months prior to the termination of his appointment with the Company, provided always that nothing in this Clause 12.1(a) shall restrain the Appointee from engaging or being interested as aforesaid in any such business concern in so far as his duties or work relate principally to businesses of a kind with which the Appointee was not concerned during the period of 12 months prior to the termination of his appointment under this Agreement;
- (b) for a period of 12 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) either on his own behalf or on behalf of any other person, firm, company or organisation in respect of any character licensing business or e-commerce or offline sales business by any Group Company in respect of businesses which the Appointee may have been engaged during his employment with the Company:
  - (i) canvass, solicit or approach or cause to be canvassed, solicited or approached for orders or with a view to providing services thereto; or
  - (ii) directly or indirectly deal with:

any person, firm, company or organisation who at the date of the termination of this Agreement or within 12 months prior to such date is or was a client or customer of any Group Company or was in the habit of dealing under contract with any Group Company or in the process of negotiating with any Group Company and with whom or which the Appointee had dealings during the said period; or
  - (iii) interfere or seek to interfere with the continuance of supplies to any Group Company (or the terms relating to such supplies) from any suppliers who have been supplying goods, materials or services to any Group Company at

any time during the last 12 months of his appointment under this Agreement and with whom or which the Appointee had dealings during the said period; and

- (c) for a period of 12 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) either on his own behalf or on behalf of any other person, firm, company or organisation:
  - (i) directly or indirectly solicit or entice or endeavour to solicit or entice away from any Group Company any director, employee or executive of managerial status engaged in its or their business and with whom the Appointee had dealings at any time during the last 12 months of his appointment under this Agreement; or
  - (ii) directly or indirectly solicit or entice or endeavour to solicit or entice away from any Group Company any person employed or engaged by the Company or any other Group Company who by reason of such employment or engagement is or is reasonably likely to be in possession of any confidential information or trade secrets relating to the business of the Company or any other Group Company or the business of the customers of the Company or any other Group Company and with whom the Appointee had dealings at any time during the last 12 months of his appointment under this Agreement.

12.2 While each of the restrictions in Clause 12.1 is considered by the parties to be reasonable in all the circumstances as at the date of this Agreement, it is agreed and declared that if any one or more of such restrictions shall be judged to be invalid as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company but would be valid if words were deleted therefrom the said restrictions shall be deemed to apply with such modifications as may be necessary to make them valid and effective and any such modifications shall not affect the validity of any other restriction contained in this Agreement.

12.3 The Appointee agrees that he will at the request and cost of the Company enter into a direct agreement or undertaking with such company whereby he will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interest.

### 13. **Novation**

To the extent permitted by law, if the Appointee shall have been offered but shall unreasonably have refused to agree to the transfer of this Agreement by way of novation to a company which has acquired or agreed to acquire the whole or substantially the whole of the undertaking and assets of or of the equity share capital of the Company, the Appointee shall have no claim against the Company in respect of the termination of his appointment by reason of the subsequent voluntary winding-up of the Company or of the disclaimer or termination of this Agreement by the Company within six months after such acquisition.

### 14. **Former Service Contracts**

14.1 This Agreement shall supersede any subsisting agreements, arrangements and understandings between any Group Company and the Appointee relating to the employment of the Appointee, provided that any previous employment of the Appointee with the Company, any subsidiary or

any holding company shall be recognised as part of the Appointee's continuous employment with the Company.

- 14.2 The Appointee hereby acknowledges that he has no outstanding claims of any kind against any Group Company and without prejudice to the generality of the foregoing he further acknowledges that he has no claim for any damages against any Group Company for the termination of any previous service agreements, arrangements or undertakings for the purpose of entering into this Agreement.

15. **Interpretation**

The headings to the Clauses are for convenience only and have no legal effect.

16. **Notices**

Any notice required to be given under this Agreement shall, in the case of notice to the Company, be deemed to be duly served if left at or sent by registered post to the principal place of business in Hong Kong for the time being of the Company and, in the case of notice to the Appointee, if handed to him personally or left at or sent by registered post to his last known address in Hong Kong. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post 48 hours after posting.

17. **Counterparts**

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

18. **Choice of Law**

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

**THE COMPANY**

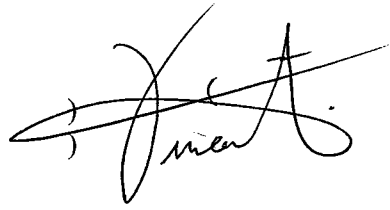
SIGNED for and on behalf of  
**SEMK HOLDINGS INTERNATIONAL LIMITED**  
by **HUI HA LAM**  
one of its directors

)  
)  
)  
)

A handwritten signature in black ink, appearing to read 'Hui Ha Lam', written in a cursive style.

**THE APPOINTEE**

**SIGNED by  
CHEUNG CHIN YIU**

A handwritten signature in black ink, appearing to read 'Cheung Chin Yiu', written in a cursive style with a large initial 'C'.

Dated 15 December 2021

**Semk Holdings International Limited**  
德盈控股國際有限公司

and

**Tse Tsz Leong (謝子亮)**

---

**DIRECTOR SERVICE AGREEMENT**

---

**JINGTIAN & GONGCHENG LLP**

Suites 3203-3207, 32/F  
Edinburgh Tower, The Landmark  
15 Queen's Road Central  
Hong Kong  
Tel: (852) 2926 9300  
Fax: (852) 2926 9400



## CONTENTS

Clause	Heading	Page
1.	Appointment and Term .....	1
2.	Duties and Scope of Employment .....	1
3.	Restrictions on Other Activities by the Appointee.....	2
4.	Remuneration .....	2
5.	Provident Fund and Insurance Benefits.....	3
6.	Expenses.....	3
7.	Annual Leave .....	3
8.	Sickness/Incapacity .....	4
9.	Inventions and Other Industrial or Intellectual Property .....	4
10.	Confidential Information and Company Documents .....	5
11.	Termination .....	6
12.	Non-Solicitation and Restrictive Covenants .....	7
13.	Novation.....	8
14.	Former Service Contracts .....	8
15.	Interpretation .....	9
16.	Notices.....	9
17.	Counterparts .....	9
18.	Choice of Law .....	9

**THIS AGREEMENT** is dated 15 December 2021 and is made

**BETWEEN**

- (1) **Semk Holdings International Limited** (德盈控股國際有限公司), a company incorporated in the Cayman Islands with limited liability, whose registered office is at P.O. Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands (the "**Company**"); and
- (2) **Tse Tsz Leong** (謝子亮) (Hong Kong Identity Card No. Z397263(2)) at Flat A, 3/F, Block 7, Yuet Wu Villa, Tuen Mun, New Territories, Hong Kong (the "**Appointee**").

**BY WHICH IT IS AGREED** as follows:

1. **Appointment and Term**

- 1.1 The Company shall employ the Appointee and the Appointee agrees to act as executive director of the Company on and subject to the terms and conditions specified in this Agreement.
- 1.2 This appointment shall commence from the Listing Date, and shall continue, subject to Clause 11, for a period of three years from such date and thereafter unless or until terminated earlier by either party giving to the other not less than three months' notice in writing.
- 1.3 The Company reserves the right to pay the Appointee in lieu of any notice of termination (whether given by the Company or by the Appointee).
- 1.4 The Company reserves the right to require the Appointee to carry out the duties of another position of equivalent status either in addition to or instead of his duties as executive director.
- 1.5 The Appointee represents and warrants that he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this Agreement or from performing his duties under this Agreement.

2. **Duties and Scope of Employment**

- 2.1 The Appointee shall at all times:
  - (a) devote such of his time and his attention as may reasonably be required and the best of his skills and ability to the duties of his office;
  - (b) use his best endeavours to protect, promote, develop and extend the interests of the Company;
  - (c) faithfully and diligently perform such duties and exercise such powers consistent with his position as may from time to time be assigned to or vested in him;
  - (d) obey the reasonable and lawful directions of the board of directors of the Company (the "**Board**", which expression shall include any duly constituted committee thereof);
  - (e) comply with all the Company's rules, regulations, policies and procedures from time to time in force;
  - (f) work in any place which the Company may reasonably require for the proper performance and exercise of his duties and powers, and travel on the business of the Company from time to time as determined by the Board; and

- (g) carry out his duties and exercise his powers jointly with any other managing or executive director(s) appointed by the Board to act jointly with him.

2.2 For the purposes of this Agreement, the Appointee shall if required by the Company:

- (a) carry out the duties of his office on behalf of any holding company for the time being of the Company or any subsidiary for the time being of the Company or any such holding company;
- (b) act as director, officer or employee of any such company; and
- (c) carry out such duties attendant on any such appointment as if they were duties to be performed by him on behalf of the Company under this Agreement.

The expressions "**holding company**" and "**subsidiary**" shall have the respective meanings as defined in Sections 13 and 15 of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) (or any statutory re-enactment thereof). The Company, any holding company for the time being of the Company, any subsidiaries for the time being of the Company and any such holding company are collectively called the "**Group**". Any reference to a "**Group Company**" in this Agreement shall mean any company in the Group.

2.3 The Appointee shall at all times keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company and any Group Company and provide such explanations as required by the Board.

2.4 The Appointee shall work such hours as may from time to time be reasonably required and shall not be entitled to receive any additional remuneration for work outside his normal hours.

2.5 The Appointee shall comply with (a) every rule of law, (b) the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**"), and (c) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other Group Company.

2.6 Notwithstanding Clause 2.1, the Board shall be under no obligation to assign to or vest in the Appointee any powers, duties or functions or to provide any work for the Appointee and may at any time suspend the Appointee from, or require the Appointee to cease, performing or exercising the said or any duties or powers, or exclude him from any premises of the Company either on full or part pay or without payment of salary to the extent permitted by law.

### 3. Restrictions on Other Activities by the Appointee

During the term of this Agreement, the Appointee shall not (except with the prior sanction of a resolution of the Board) be directly or indirectly employed, engaged, concerned or interested in any other business or undertaking which is similar to or in competition with the business carried on by the Group or any part of such business, provided that this shall not prohibit the holding (directly or through nominees) of investments as long as not more than 5 per cent in aggregate of the issued shares or other securities of any class of any one company which are for the time being quoted or dealt in on any recognised stock exchange shall be so held without the prior sanction of a resolution of the Board.

### 4. Remuneration

4.1 The Appointee shall receive during the continuance of his appointment under this Agreement

a salary at the rate of HK\$1,250,000 per annum (to be reviewed annually) inclusive of any sum receivable as director's fees or other remuneration from any Group Company, such salary to accrue on a day to day basis and to be payable monthly in arrears.

- 4.2 During his appointment, the Company may, at its sole discretion, pay the Appointee a bonus of such amount as the Board may determine in respect of each complete financial year of the Company.
- 4.3 The Appointee shall account to the appropriate authorities for all taxes payable by him under any applicable law or regulation in respect of all sums received by him under this Agreement and shall indemnify the Company for any losses, costs, or expenses incurred by the Company resulting from his failure to do so.
- 4.4 Payment of salary to the Appointee shall be made either by the Company or by another Group Company, and if by more than one company then in such proportions as the Board may from time to time determine.

#### 5. **Provident Fund and Insurance Benefits**

- 5.1 Where required by the Mandatory Provident Fund Schemes Ordinance, the Appointee will be enrolled into the Mandatory Provident Fund Scheme (the "**MPF Scheme**"). Contributions will be paid by the Company or by another Group Company to the MPF Scheme in respect of the Appointee and the Appointee will also be required to contribute to the MPF Scheme, such contributions being deducted from the Appointee's salary. The level of contributions to be paid to the MPF Scheme will be as specified in the Mandatory Provident Fund Schemes Ordinance.
- 5.2 The Company shall provide the Appointee with medical and dental insurance, permanent health insurance and life assurance cover, in accordance with the Company's policy in force from time to time. The Company shall have the right to change its arrangements for or withdraw the provision of such benefits as it sees fit.

#### 6. **Expenses**

- 6.1 The Company shall reimburse to the Appointee such sums as shall cover all reasonable out-of-pocket expenses incurred by him in the proper performance of his/her duties (including expenses of entertainment, subsistence and travelling) subject to the Appointee providing appropriate evidence of such expenses and in such manner as the Company may require.
- 6.2 The Company will provide the Appointee with a motor car of a size and type commensurate (in the opinion of the Company) with his position and remuneration for the time being which he will be permitted to use for reasonable private journeys.

#### 7. **Annual Leave**

- 7.1 In addition to statutory holidays the Appointee shall be entitled to 10 working days' paid annual leave during each calendar year to be taken at such time or times as may be agreed with the Board. The Appointee may not without the consent of the Board carry forward any unused part of his annual leave entitlement (except statutory entitlement) to a subsequent calendar year and no payment will be made in lieu of any accrued but unused annual leave. All annual leave will be taken from the statutory entitlement first.
- 7.2 For the calendar year during which the Appointee's appointment under this Agreement commences or terminates, he shall be entitled to such proportion of his annual leave entitlement as the period of his employment in each such year bears to one calendar year.

Upon termination of his employment for whatever reason he shall, if appropriate, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of his proportionate annual leave entitlement.

8. **Sickness/Incapacity**

8.1 If the Appointee shall be prevented by illness, accident or other incapacity from properly performing his duties under this Agreement he shall report this fact immediately to the Company Secretary's office and if he is so prevented for more than 2 consecutive days he shall provide an appropriate doctor's certificate.

8.2 If the Appointee shall be absent from his duties under this Agreement owing to illness, accident or other incapacity duly certified in accordance with the provisions of Clause 8.1 he shall be paid his full remuneration for the first 120 days of such absence and thereafter, subject to the provisions of Clause 11.1, such remuneration as the Board shall in its discretion allow, provided that there shall be deducted from such remuneration any benefits payable to the Appointee including any sums recoverable from a third party and any sums payable to the Appointee under the insurance arrangements referred to in Clause 5.2

9. **Inventions and Other Industrial or Intellectual Property**

9.1 The parties foresee that the Appointee may make inventions or create other industrial or intellectual property in the course of his duties and agree that in this respect the Appointee has a special responsibility to further the interests of the Group.

*"Intellectual Property Rights" mean copyrights, patents, utility models, trade marks, service marks, design rights, database rights, semiconductor topography rights, proprietary information rights and all such other similar proprietary rights and applications for such rights as may exist anywhere in the world, and whether such rights are registered or unregistered.*

*"Inventions" mean all discoveries, inventions, improvements, modifications, processes, formulae, models, prototypes, sketches, drawings, plans, softwares, hardwares or other works or material which the Appointee alone or with one or more others may make, devise or discover during the course of his employment and which pertain or are actually or potentially useful to any of the activities of the Company (or any associated company of the Company) or the processes or machinery of the Company or any such associated company for providing the services of the Company or any such associated company.*

9.2 Any invention or improvement or design made or process or information discovered or copyright work or trade mark or trade name or get-up created by the Appointee during the continuance of his appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of his employment under this Agreement) in conjunction with or in any way affecting or relating to the business of any Group Company or capable of being used or adapted for use therein or in connection therewith shall irrespective of any termination of his appointment forthwith be disclosed to the Company and shall belong to and be the absolute property of such Group Company as the Company may direct.

9.3 The Appointee if and whenever required so to do by the Company shall at the expense of a Group Company apply or join with such company in applying for letters patent or other protection or registration for any such invention, improvement, design, process, information, work, trade mark, trade name or get-up as aforesaid which belongs to such company and shall at the expense of such company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all rights, title and interest to and in the same in such company absolutely and as sole beneficial owner or in such other person as the Company may specify.

9.4 The Appointee hereby irrevocably appoints the Company to be his attorney in his name and on his behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Company the full benefit of this Clause and in favour of any third party a certificate in writing signed by any director or by the secretary of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.

## 10. **Confidential Information and Company Documents**

10.1 The Appointee shall neither during his appointment (except in the proper performance of his duties) nor at any time (without limit) after the termination of his appointment (for any reason whatsoever):

- (a) divulge or communicate to any person, company, business entity or other organisation;
- (b) use for his own purposes or for any purposes other than those of the Company or any Group Company; or
- (c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of

any trade secrets or other confidential information relating to the Company or any company in the Group.

10.2 The term "**confidential information**" shall mean details of suppliers and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, inventions, secret processes, designs, formulae and product lines, know-how, any information which the Appointee is told is confidential and any information which has been given to the Company or any Group Company in confidence by customers, suppliers or other persons.

10.3 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by the Appointee or otherwise) relating to the business of the Company or any Group Company (and any copies of the same):

- (a) shall be and remain the property of the Company or the relevant Group Company; and
- (b) shall be handed over to the Company or to the relevant Group Company, or irrevocably deleted from any computer and/or word processing system in the Appointee's possession or under his control by the Appointee, on demand and in any event on the

termination of the Appointee's appointment under this Agreement.

11. **Termination**

11.1 This Agreement shall be subject to termination by the Company by not less than three months' notice in writing given at any time while the Appointee shall have been incapacitated by reason of ill health or accident from performing his duties under this Agreement for a period of or periods aggregating 180 days in the preceding 12 months, provided that if at any time during the currency of a notice given pursuant to this Clause 11.1 the Appointee shall provide a medical certificate satisfactory to the Board to the effect that he has fully recovered his physical and/or mental health and that no recurrence of illness or incapacity can reasonably be anticipated the Company shall withdraw such notice.

11.2 The Company without prejudice to any remedy which it may have against the Appointee for the breach or non-performance of any of the provisions of this Agreement may by notice in writing to the Appointee immediately determine this Agreement without further notice:

- (a) if the Appointee, in relation to his employment:
  - (i) wilfully disobeys a lawful and reasonable order;
  - (ii) misconducts himself, such conduct being inconsistent with the due and faithful discharge of his duties;
  - (iii) is guilty of fraud or dishonesty; or
  - (iv) is habitually neglectful in his duties; or
- (b) on any other ground on which the Company would be entitled to terminate the contract without notice at common law.

11.3 On the termination of his employment (for any reason whatsoever), the Appointee:

- (a) shall at the request of the Company resign from office as a director of the Company and all offices held by him in any company in the Group;
- (b) shall not at any time thereafter make any untrue or misleading oral or written statement concerning the business and affairs of the Company or any Group Company nor represent himself or permit himself to be held out as being in any way connected with or interested in the business of the Company or any Group Company (except as a former employee for the purpose of communicating with prospective employers or complying with any applicable statutory requirements);
- (c) shall not at any time thereafter use the name of the Company or any Group Company, or any name capable of confusion therewith (whether by using such names as part of a corporate name or otherwise); and
- (d) shall immediately repay all outstanding debts or loans due to the Company or any Group Company and, to the extent permitted by the loan, the Company is hereby authorised to deduct from any wages of the Appointee a sum equal to the aggregate of any such debts or loans where the Appointee has acknowledged such debts or loans in writing.

11.4 The termination of this Agreement shall be without prejudice to any rights which have accrued at the time of termination or to Clauses 9, 10 and 12 (all of which shall remain in full force and

effect).

12. **Non-Solicitation and Restrictive Covenants**

12.1 The Appointee acknowledges that in the course of his employment with the Company the Appointee will or may have dealings with clients and fellow employees over whom the Appointee may develop a degree of influence. The Appointee also acknowledges that the Company invests a considerable amount of time, energy and money in training its employees and that those employees and the general stability of the workforce form an important part of the goodwill of the Company. The Appointee also acknowledges that in the course of his employment he will have access to and be entrusted with confidential information in respect of the Company, its clients and their respective business. In order to safeguard the Company's clientele, goodwill and name and to protect the Company's legitimate proprietary interests the Appointee covenants that he will not without the prior written consent of the Company (such consent to be withheld only in so far as may be reasonably necessary to protect the legitimate interests of the Company):

- (a) for a period of 6 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) be engaged or interested (whether as a director, shareholder, principal, consultant, agent, partner or employee) in any business concern (of whatever kind) which shall in Hong Kong and the People's Republic of China be in competition with any Group Company in the character licensing business or e-commerce or offline sales business, being businesses of a kind with which the Appointee was concerned to a material extent during the period of 12 months prior to the termination of his appointment with the Company, provided always that nothing in this Clause 12.1(a) shall restrain the Appointee from engaging or being interested as aforesaid in any such business concern in so far as his duties or work relate principally to businesses of a kind with which the Appointee was not concerned during the period of 12 months prior to the termination of his appointment under this Agreement;
- (b) for a period of 12 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) either on his own behalf or on behalf of any other person, firm, company or organisation in respect of any character licensing business or e-commerce or offline sales business by any Group Company in respect of businesses which the Appointee may have been engaged during his employment with the Company:
  - (i) canvass, solicit or approach or cause to be canvassed, solicited or approached for orders or with a view to providing services thereto; or
  - (ii) directly or indirectly deal with:

any person, firm, company or organisation who at the date of the termination of this Agreement or within 12 months prior to such date is or was a client or customer of any Group Company or was in the habit of dealing under contract with any Group Company or in the process of negotiating with any Group Company and with whom or which the Appointee had dealings during the said period; or
  - (iii) interfere or seek to interfere with the continuance of supplies to any Group Company (or the terms relating to such supplies) from any suppliers who have been supplying goods, materials or services to any Group Company at



any time during the last 12 months of his appointment under this Agreement and with whom or which the Appointee had dealings during the said period; and

- (c) for a period of 12 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) either on his own behalf or on behalf of any other person, firm, company or organisation:
  - (i) directly or indirectly solicit or entice or endeavour to solicit or entice away from any Group Company any director, employee or executive of managerial status engaged in its or their business and with whom the Appointee had dealings at any time during the last 12 months of his appointment under this Agreement; or
  - (ii) directly or indirectly solicit or entice or endeavour to solicit or entice away from any Group Company any person employed or engaged by the Company or any other Group Company who by reason of such employment or engagement is or is reasonably likely to be in possession of any confidential information or trade secrets relating to the business of the Company or any other Group Company or the business of the customers of the Company or any other Group Company and with whom the Appointee had dealings at any time during the last 12 months of his appointment under this Agreement.

12.2 While each of the restrictions in Clause 12.1 is considered by the parties to be reasonable in all the circumstances as at the date of this Agreement, it is agreed and declared that if any one or more of such restrictions shall be judged to be invalid as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company but would be valid if words were deleted therefrom the said restrictions shall be deemed to apply with such modifications as may be necessary to make them valid and effective and any such modifications shall not affect the validity of any other restriction contained in this Agreement.

12.3 The Appointee agrees that he will at the request and cost of the Company enter into a direct agreement or undertaking with such company whereby he will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interest.

### 13. **Novation**

To the extent permitted by law, if the Appointee shall have been offered but shall unreasonably have refused to agree to the transfer of this Agreement by way of novation to a company which has acquired or agreed to acquire the whole or substantially the whole of the undertaking and assets of or of the equity share capital of the Company, the Appointee shall have no claim against the Company in respect of the termination of his appointment by reason of the subsequent voluntary winding-up of the Company or of the disclaimer or termination of this Agreement by the Company within six months after such acquisition.

### 14. **Former Service Contracts**

14.1 This Agreement shall supersede any subsisting agreements, arrangements and understandings between any Group Company and the Appointee relating to the employment of the Appointee, provided that any previous employment of the Appointee with the Company, any subsidiary or

any holding company shall be recognised as part of the Appointee's continuous employment with the Company.

- 14.2 The Appointee hereby acknowledges that he has no outstanding claims of any kind against any Group Company and without prejudice to the generality of the foregoing he further acknowledges that he has no claim for any damages against any Group Company for the termination of any previous service agreements, arrangements or undertakings for the purpose of entering into this Agreement.

15. **Interpretation**

The headings to the Clauses are for convenience only and have no legal effect.

16. **Notices**

Any notice required to be given under this Agreement shall, in the case of notice to the Company, be deemed to be duly served if left at or sent by registered post to the principal place of business in Hong Kong for the time being of the Company and, in the case of notice to the Appointee, if handed to him personally or left at or sent by registered post to his last known address in Hong Kong. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post 48 hours after posting.

17. **Counterparts**

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

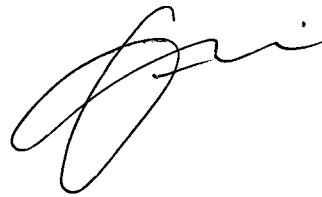
18. **Choice of Law**

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

**THE COMPANY**

SIGNED for and on behalf of  
**SEMK HOLDINGS INTERNATIONAL LIMITED**  
by **HUI HA LAM**  
one of its directors

)  
)  
)  
)

A handwritten signature in black ink, appearing to read 'Hui Ha Lam', written in a cursive style.

**THE APPOINTEE**

**SIGNED by  
TSE TSZ LEONG**

)  
)

A handwritten signature in black ink, appearing to read 'TSE TSZ LEONG', written in a cursive style.

20 December 2021

Mr. Wong Yin Shun Vincent ("**Mr. Wong**")  
1A, 34–36, Oxford Road  
Kowloon Tong  
Hong Kong

Dear Mr. Wong,

**Re: Appointment as non-executive director**

We would like to confirm your appointment as a non-executive director of Semk Holdings International Limited (德盈控股國際有限公司) (the "**Company**"). In this respect, we confirm the terms of your appointment as follows: -

1. The term of this letter of appointment shall be effective for an initial term of three years commencing from the date of this letter (the "**Commencement Date**"), subject to early vacation of office with not less than three months' notice in writing served by either the Company or you on the other in accordance with the articles of association of the Company as amended from time to time (the "**Articles of Association**") and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and subject also to paragraph 10 below.
2. Your appointment is subject to the retirement and re-election provisions of the Articles of Association and the corporate governance code provision in relation to the vacation of office, retirement by rotation, re-election and removal of directors as adopted by the Company from time to time.
3. You shall perform such functions and exercise such powers as are appropriate to your position as a non-executive director of the Company or, if applicable, such member of any committee of the board of directors of the Company. You shall (a) devote such of your time, your attention and skill as may reasonably be required to the duties of your office; and (b) faithfully and diligently perform such duties and exercise such powers that are consistent with your office. This will, among other things, include attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member. The Company shall provide to you all necessary information (financial or otherwise) to enable the discharge of your duties and responsibilities.
4. In the discharge of your duties and functions as a non-executive director of the Company, you shall observe and comply with all reasonable directions from the Company, and all laws and regulations applicable to directors of listed companies in Hong Kong including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in securities and notifications required to be made by a director to the Company and/or any other regulatory body. In addition, you shall observe, and use all your reasonable endeavours to procure the Company observes, the rules and regulations of The Stock Exchange of Hong Kong Limited.
5. You shall provide as soon as reasonably practicable all such information and/or assistance to the Company as is reasonably required by it to discharge all its obligations under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs in relation to your appointment, continuation and termination as a director of the Company.

6. You shall not, either during the term of your appointment as a non-executive director of the Company or thereafter (without limit as to time), use for your own purpose or for any purposes other than those of the Company and its subsidiaries (the "**Group**"), divulge or communicate to any person (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group), any trade secret or Confidential Information (as defined below) which may from time to time have come to your knowledge but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).

"**Confidential Information**" shall mean details of any aspect of the business of the Company or any other company in the Group which are not generally available to the public, including without limitation, marketing plans and sales forecasts, financial information, results and forecasts, business plans, business proposals, details of employees, customers, contractors, suppliers and officers, information relating to know-how.

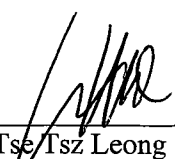
7. You shall, at all times, keep the board of directors of the Company promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.
8. Commencing from the Commencement Date, you shall not be entitled to a director's fee.
9. During the continuance of the said appointment, the Company shall, upon production of receipt, reimburse you all reasonable expenses properly incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company.
10. Your appointment hereunder shall be subject to termination by the Company at any time by notice in writing if you commit any material breach of any of your obligations and/or undertakings hereunder or an act of bankruptcy or any act which would, under the Articles of Association or any applicable laws, permit the Company to terminate your appointment hereunder.
11. All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever relating to the Group (and any copies of the same) whether or not such material is created or composed of by you: -
  - (a) shall be and remain the property of the Group; and
  - (b) shall be handed over by you to the Company or to the relevant company in the Group on request by the Company or on the termination of your appointment hereunder.

The terms of this letter shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

Please sign and return to us the duplicate copy of this letter to indicate your agreement to the terms hereof.

Yours sincerely,

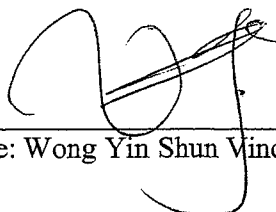
For and on behalf of  
**Semk Holdings International Limited**  
(德盈控股國際有限公司)



---

Name: Tse/Tsz Leong  
Position: Director

I hereby accept my appointment as a non-executive director of the Company on the terms as set out above.



Name: Wong Yin Shun Vincent

Date:

20 December 2011



20 December 2021

Mr. Chen Hongjiang ("Mr. Chen")  
A-12B Yanqilou  
Overseas Chinese City  
Nanshan District  
Shenzhen  
Guangdong Province  
People's Republic of China

Dear Mr. Chen,

**Re: Appointment as non-executive director**

We would like to confirm your appointment as a non-executive director of Semk Holdings International Limited (德盈控股國際有限公司) (the "**Company**"). In this respect, we confirm the terms of your appointment as follows: -

1. The term of this letter of appointment shall be effective for an initial term of three years commencing from the date of this letter (the "**Commencement Date**"), subject to early vacation of office with not less than three months' notice in writing served by either the Company or you on the other in accordance with the articles of association of the Company as amended from time to time (the "**Articles of Association**") and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and subject also to paragraph 10 below.
2. Your appointment is subject to the retirement and re-election provisions of the Articles of Association and the corporate governance code provision in relation to the vacation of office, retirement by rotation, re-election and removal of directors as adopted by the Company from time to time.
3. You shall perform such functions and exercise such powers as are appropriate to your position as a non-executive director of the Company or, if applicable, such member of any committee of the board of directors of the Company. You shall (a) devote such of your time, your attention and skill as may reasonably be required to the duties of your office; and (b) faithfully and diligently perform such duties and exercise such powers that are consistent with your office. This will, among other things, include attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member. The Company shall provide to you all necessary information (financial or otherwise) to enable the discharge of your duties and responsibilities.
4. In the discharge of your duties and functions as a non-executive director of the Company, you shall observe and comply with all reasonable directions from the Company, and all laws and regulations applicable to directors of listed companies in Hong Kong including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in securities and notifications required to be made by a director to the Company and/or any other regulatory body. In addition, you shall observe, and use all your reasonable endeavours to procure the Company observes, the rules and regulations of The Stock Exchange of Hong Kong Limited.
5. You shall provide as soon as reasonably practicable all such information and/or assistance to the Company as is reasonably required by it to discharge all its obligations under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Listing Rules and the Hong

Kong Codes on Takeovers and Mergers and Share Buy-backs in relation to your appointment, continuation and termination as a director of the Company.

6. You shall not, either during the term of your appointment as a non-executive director of the Company or thereafter (without limit as to time), use for your own purpose or for any purposes other than those of the Company and its subsidiaries (the "**Group**"), divulge or communicate to any person (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group), any trade secret or Confidential Information (as defined below) which may from time to time have come to your knowledge but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).

"**Confidential Information**" shall mean details of any aspect of the business of the Company or any other company in the Group which are not generally available to the public, including without limitation, marketing plans and sales forecasts, financial information, results and forecasts, business plans, business proposals, details of employees, customers, contractors, suppliers and officers, information relating to know-how.

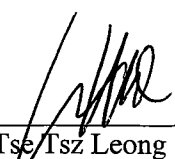
7. You shall, at all times, keep the board of directors of the Company promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.
8. Commencing from the Commencement Date, you shall not be entitled to a director's fee.
9. During the continuance of the said appointment, the Company shall, upon production of receipt, reimburse you all reasonable expenses properly incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company.
10. Your appointment hereunder shall be subject to termination by the Company at any time by notice in writing if you commit any material breach of any of your obligations and/or undertakings hereunder or an act of bankruptcy or any act which would, under the Articles of Association or any applicable laws, permit the Company to terminate your appointment hereunder.
11. All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever relating to the Group (and any copies of the same) whether or not such material is created or composed of by you: -
  - (a) shall be and remain the property of the Group; and
  - (b) shall be handed over by you to the Company or to the relevant company in the Group on request by the Company or on the termination of your appointment hereunder.

The terms of this letter shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

Please sign and return to us the duplicate copy of this letter to indicate your agreement to the terms hereof.

Yours sincerely,

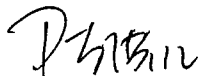
For and on behalf of  
**Semk Holdings International Limited**  
(德盈控股國際有限公司)



---

Name: Tse/Tsz Leong  
Position: Director

I hereby accept my appointment as a non-executive director of the Company on the terms as set out above.



\_\_\_\_\_  
Name: Chen Hongjiang

Date: 20 December 2021

20 December 2021

Ms. Leung Ping Fun Anita ("**Ms. Leung**")  
Flat A, 23/F, Amber Garden  
70–72 Kennedy Road  
Wan Chai  
Hong Kong

Dear Ms. Leung,

**Re: Appointment as independent non-executive director**

We would like to confirm your appointment as an independent non-executive director of Semk Holdings International Limited (德盈控股國際有限公司) (the "**Company**"). In this respect, we confirm the terms of your appointment as follows: -

1. The term of this letter of appointment shall be effective for an initial term of three years commencing from the date of this letter (the "**Commencement Date**"), subject to early vacation of office with not less than three months' notice in writing served by either the Company or you on the other in accordance with the articles of association of the Company as amended from time to time (the "**Articles of Association**") and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and subject also to paragraph 10 below.
2. Your appointment is subject to the retirement and re-election provisions of the Articles of Association and the corporate governance code provision in relation to the vacation of office, retirement by rotation, re-election and removal of directors as adopted by the Company from time to time.
3. You shall perform such functions and exercise such powers as are appropriate to your position as an independent non-executive director of the Company or, if applicable, such member of any committee of the board of directors of the Company. You shall (a) devote such of your time, your attention and skill as may reasonably be required to the duties of your office; and (b) faithfully and diligently perform such duties and exercise such powers that are consistent with your office. This will, among other things, include attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member. The Company shall provide to you all necessary information (financial or otherwise) to enable the discharge of your duties and responsibilities.
4. In the discharge of your duties and functions as an independent non-executive director of the Company, you shall observe and comply with all reasonable directions from the Company, and all laws and regulations applicable to directors of listed companies in Hong Kong including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in securities and notifications required to be made by a director to the Company and/or any other regulatory body. In addition, you shall observe, and use all your reasonable endeavours to procure the Company observes, the rules and regulations of The Stock Exchange of Hong Kong Limited.
5. You shall provide as soon as reasonably practicable all such information and/or assistance to the Company as is reasonably required by it to discharge all its obligations under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs in relation to your appointment, continuation and termination as a director of the Company.

6. You shall not, either during the term of your appointment as an independent non-executive director of the Company or thereafter (without limit as to time), use for your own purpose or for any purposes other than those of the Company and its subsidiaries (the "**Group**"), divulge or communicate to any person (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group), any trade secret or Confidential Information (as defined below) which may from time to time have come to your knowledge but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).

"**Confidential Information**" shall mean details of any aspect of the business of the Company or any other company in the Group which are not generally available to the public, including without limitation, marketing plans and sales forecasts, financial information, results and forecasts, business plans, business proposals, details of employees, customers, contractors, suppliers and officers, information relating to know-how.

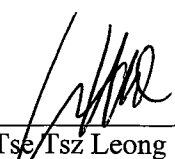
7. You shall, at all times, keep the board of directors of the Company promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.
8. Commencing from the Commencement Date, you shall be entitled to an annual director's fee in the sum of HK\$180,000 accruing from the Commencement Date or such sum as the remuneration committee of the board of directors of the Company may from time to time decide. The above director's fee shall be payable in arrears on the last day of each calendar year provided that if the appointment hereunder is terminated without any defaults of you prior to the end of a calendar year, you shall only be entitled to a proportionate part of such fee in respect of the period of service during the relevant year up to the date of termination.
9. During the continuance of the said appointment, the Company shall, upon production of receipt, reimburse you all reasonable expenses properly incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company.
10. Your appointment hereunder shall be subject to termination by the Company at any time by notice in writing if you commit any material breach of any of your obligations and/or undertakings hereunder or an act of bankruptcy or any act which would, under the Articles of Association or any applicable laws, permit the Company to terminate your appointment hereunder.
11. All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever relating to the Group (and any copies of the same) whether or not such material is created or composed of by you: -
  - (a) shall be and remain the property of the Group; and
  - (b) shall be handed over by you to the Company or to the relevant company in the Group on request by the Company or on the termination of your appointment hereunder.

The terms of this letter shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

Please sign and return to us the duplicate copy of this letter to indicate your agreement to the terms hereof.

Yours sincerely,

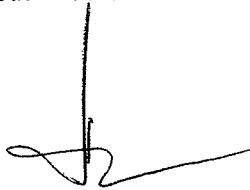
For and on behalf of  
**Semk Holdings International Limited**  
(德盈控股國際有限公司)



---

Name: Tse/Tsz Leong  
Position: Director

I hereby accept my appointment as an independent non-executive director of the Company on the terms as set out above.



---

Name: Leung Ping Fun Anita

Date: 20 December 2021



20 December 2021

Mr. Sung Chi Keung ("**Mr. Sung**")  
Unit A, 31/F, Tower 7  
98 Tai Ho Road, Parc City  
Tsuen Wan  
New Territories  
Hong Kong

Dear Mr. Sung,

**Re: Appointment as independent non-executive director**

We would like to confirm your appointment as an independent non-executive director of Semk Holdings International Limited (德盈控股國際有限公司) (the "**Company**"). In this respect, we confirm the terms of your appointment as follows: -

1. The term of this letter of appointment shall be effective for an initial term of three years commencing from the date of this letter (the "**Commencement Date**"), subject to early vacation of office with not less than three months' notice in writing served by either the Company or you on the other in accordance with the articles of association of the Company as amended from time to time (the "**Articles of Association**") and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and subject also to paragraph 10 below.
2. Your appointment is subject to the retirement and re-election provisions of the Articles of Association and the corporate governance code provision in relation to the vacation of office, retirement by rotation, re-election and removal of directors as adopted by the Company from time to time.
3. You shall perform such functions and exercise such powers as are appropriate to your position as an independent non-executive director of the Company or, if applicable, such member of any committee of the board of directors of the Company. You shall (a) devote such of your time, your attention and skill as may reasonably be required to the duties of your office; and (b) faithfully and diligently perform such duties and exercise such powers that are consistent with your office. This will, among other things, include attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member. The Company shall provide to you all necessary information (financial or otherwise) to enable the discharge of your duties and responsibilities.
4. In the discharge of your duties and functions as an independent non-executive director of the Company, you shall observe and comply with all reasonable directions from the Company, and all laws and regulations applicable to directors of listed companies in Hong Kong including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in securities and notifications required to be made by a director to the Company and/or any other regulatory body. In addition, you shall observe, and use all your reasonable endeavours to procure the Company observes, the rules and regulations of The Stock Exchange of Hong Kong Limited.
5. You shall provide as soon as reasonably practicable all such information and/or assistance to the Company as is reasonably required by it to discharge all its obligations under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Listing Rules and the Hong

Kong Codes on Takeovers and Mergers and Share Buy-backs in relation to your appointment, continuation and termination as a director of the Company.

6. You shall not, either during the term of your appointment as an independent non-executive director of the Company or thereafter (without limit as to time), use for your own purpose or for any purposes other than those of the Company and its subsidiaries (the "**Group**"), divulge or communicate to any person (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group), any trade secret or Confidential Information (as defined below) which may from time to time have come to your knowledge but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).

"**Confidential Information**" shall mean details of any aspect of the business of the Company or any other company in the Group which are not generally available to the public, including without limitation, marketing plans and sales forecasts, financial information, results and forecasts, business plans, business proposals, details of employees, customers, contractors, suppliers and officers, information relating to know-how.

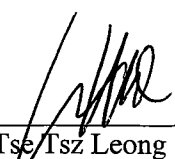
7. You shall, at all times, keep the board of directors of the Company promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.
8. Commencing from the Commencement Date, you shall be entitled to an annual director's fee in the sum of HK\$180,000 accruing from the Commencement Date or such sum as the remuneration committee of the board of directors of the Company may from time to time decide. The above director's fee shall be payable in arrears on the last day of each calendar year provided that if the appointment hereunder is terminated without any defaults of you prior to the end of a calendar year, you shall only be entitled to a proportionate part of such fee in respect of the period of service during the relevant year up to the date of termination.
9. During the continuance of the said appointment, the Company shall, upon production of receipt, reimburse you all reasonable expenses properly incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company.
10. Your appointment hereunder shall be subject to termination by the Company at any time by notice in writing if you commit any material breach of any of your obligations and/or undertakings hereunder or an act of bankruptcy or any act which would, under the Articles of Association or any applicable laws, permit the Company to terminate your appointment hereunder.
11. All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever relating to the Group (and any copies of the same) whether or not such material is created or composed of by you: -
  - (a) shall be and remain the property of the Group; and
  - (b) shall be handed over by you to the Company or to the relevant company in the Group on request by the Company or on the termination of your appointment hereunder.

The terms of this letter shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

Please sign and return to us the duplicate copy of this letter to indicate your agreement to the terms hereof.

Yours sincerely,

For and on behalf of  
**Semk Holdings International Limited**  
(德盈控股國際有限公司)



---

Name: Tse/Tsz Leong  
Position: Director

I hereby accept my appointment as an independent non-executive director of the Company on the terms as set out above.



Name: Sung Chi Keung

Date: 20 December 2021

20 December 2021

Dr. Chan Kai Yue Jason, *MH, JP* ("**Dr. Chan**")  
Flat 9, 17/F, Block B  
Kornhill, 25–27 Hong Shing Street  
Quarry Bay  
Hong Kong

Dear Dr. Chan,

**Re: Appointment as independent non-executive director**

We would like to confirm your appointment as an independent non-executive director of Semk Holdings International Limited (德盈控股國際有限公司) (the "**Company**"). In this respect, we confirm the terms of your appointment as follows: -

1. The term of this letter of appointment shall be effective for an initial term of three years commencing from the date of this letter (the "**Commencement Date**"), subject to early vacation of office with not less than three months' notice in writing served by either the Company or you on the other in accordance with the articles of association of the Company as amended from time to time (the "**Articles of Association**") and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and subject also to paragraph 10 below.
2. Your appointment is subject to the retirement and re-election provisions of the Articles of Association and the corporate governance code provision in relation to the vacation of office, retirement by rotation, re-election and removal of directors as adopted by the Company from time to time.
3. You shall perform such functions and exercise such powers as are appropriate to your position as an independent non-executive director of the Company or, if applicable, such member of any committee of the board of directors of the Company. You shall (a) devote such of your time, your attention and skill as may reasonably be required to the duties of your office; and (b) faithfully and diligently perform such duties and exercise such powers that are consistent with your office. This will, among other things, include attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member. The Company shall provide to you all necessary information (financial or otherwise) to enable the discharge of your duties and responsibilities.
4. In the discharge of your duties and functions as an independent non-executive director of the Company, you shall observe and comply with all reasonable directions from the Company, and all laws and regulations applicable to directors of listed companies in Hong Kong including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in securities and notifications required to be made by a director to the Company and/or any other regulatory body. In addition, you shall observe, and use all your reasonable endeavours to procure the Company observes, the rules and regulations of The Stock Exchange of Hong Kong Limited.
5. You shall provide as soon as reasonably practicable all such information and/or assistance to the Company as is reasonably required by it to discharge all its obligations under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Listing Rules and the Hong

Kong Codes on Takeovers and Mergers and Share Buy-backs in relation to your appointment, continuation and termination as a director of the Company.

6. You shall not, either during the term of your appointment as an independent non-executive director of the Company or thereafter (without limit as to time), use for your own purpose or for any purposes other than those of the Company and its subsidiaries (the "**Group**"), divulge or communicate to any person (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group), any trade secret or Confidential Information (as defined below) which may from time to time have come to your knowledge but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).

"**Confidential Information**" shall mean details of any aspect of the business of the Company or any other company in the Group which are not generally available to the public, including without limitation, marketing plans and sales forecasts, financial information, results and forecasts, business plans, business proposals, details of employees, customers, contractors, suppliers and officers, information relating to know-how.

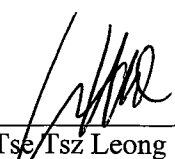
7. You shall, at all times, keep the board of directors of the Company promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.
8. Commencing from the Commencement Date, you shall be entitled to an annual director's fee in the sum of HK\$180,000 accruing from the Commencement Date or such sum as the remuneration committee of the board of directors of the Company may from time to time decide. The above director's fee shall be payable in arrears on the last day of each calendar year provided that if the appointment hereunder is terminated without any defaults of you prior to the end of a calendar year, you shall only be entitled to a proportionate part of such fee in respect of the period of service during the relevant year up to the date of termination.
9. During the continuance of the said appointment, the Company shall, upon production of receipt, reimburse you all reasonable expenses properly incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company.
10. Your appointment hereunder shall be subject to termination by the Company at any time by notice in writing if you commit any material breach of any of your obligations and/or undertakings hereunder or an act of bankruptcy or any act which would, under the Articles of Association or any applicable laws, permit the Company to terminate your appointment hereunder.
11. All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever relating to the Group (and any copies of the same) whether or not such material is created or composed of by you: -
  - (a) shall be and remain the property of the Group; and
  - (b) shall be handed over by you to the Company or to the relevant company in the Group on request by the Company or on the termination of your appointment hereunder.

The terms of this letter shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

Please sign and return to us the duplicate copy of this letter to indicate your agreement to the terms hereof.

Yours sincerely,

For and on behalf of  
**Semk Holdings International Limited**  
(德盈控股國際有限公司)



---

Name: Tse/Tsz Leong  
Position: Director

I hereby accept my appointment as an independent non-executive director of the Company on the terms as set out above.



---

Name: Chan Kai Yue Jason

Date: 20 December 2021