

Date: 23 December 2021

Mr. Chan Ka Yu
Flat B, 25/F, Block 13
Laguna City
Kwun Tong, Kowloon
Hong Kong

Dear Mr. Chan,

RE: Yield Go Holdings Ltd. (the "Company") - Renewal of appointment letter as an independent non-executive director of the Company (the "Independent Non-executive Director")

We refer to the appointment letter entered into between you and the Company dated 6 December 2018 (the "**Appointment letter**"), pursuant to which the Company appointed you, and you agreed to serve, as an Independent Non-executive Director for an initial term of three years commencing from the date on which the shares of the Company first commence dealing on The Stock Exchange of Hong Kong Limited (i.e. from 31 December 2018 to 30 December 2021).

We hereby renew the Appointment Letter to appoint and retain you as an Independent Non-executive Director for a further term of three years commencing from the expiry of the Appointment Letter (i.e. from 31 December 2021 to 30 December 2024) (the "**Renewed Term**"). For the avoidance of doubt, save for the aforesaid Renewed Term, all terms stated in the Appointment Letter shall remain unchanged.

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For and on behalf of
Yield Go Holdings Ltd.
耀高控股有限公司


.....
Authorized Signature(s)
Yield Go Holdings Ltd.

I, Chan Ka Yu, hereby accept the renewal of Appointment Letter as an Independent Non-executive Director and the terms set out herein.



Chan Ka Yu

YIELD GO HOLDINGS LTD.

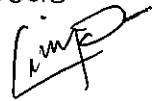
(Incorporated in the Cayman Islands with limited liability)

Date : 6 December 2018

Mr. Chan Ka Yu
Flat B, 25/F, Block 13
Laguna City
Kwun Tong, Kowloon
Hong Kong

I hereby certify that this is a true and complete copy of the original (or a true and complete copy of a certified copy of the original).

Dated 12 December, 2018



Wai Yuen Sze
Solicitor, Hong Kong SAR
SIDLEY AUSTIN

Dear Sir,

**YIELD GO HOLDINGS LTD. (THE "COMPANY")
APPOINTMENT LETTER OF INDEPENDENT NON-EXECUTIVE DIRECTOR**

We hereby write to confirm the terms and conditions of your appointment as an independent non-executive director of the Company (the "Director"):

1. Under the terms and conditions of this letter, the articles of association of the Company (the "Articles"), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "Stock Exchange") (the "Listing Rules") and the laws of the Cayman Islands as amended from time to time (including but not limited to the requirement related to retirement of Directors), the term of this appointment letter is three years, commencing from the date on which the shares of the Company are listed on the Stock Exchange (i.e. which is expected to be on or around 31 December 2018) (the "Listing Date"), unless either the Company or you send to the other party a written notice of no less than one month to terminate this appointment letter. Subject to the Articles, you may be re-elected as an independent non-executive Director at the general meetings of the Company.
2. During the term of appointment, you shall provide objective and independent advice to the board of Directors (the "Board") based on your experience, to maintain a high standard of corporate governance among the management of the Company. As an independent non-executive Director, you shall (i) attend board meetings of the Company, and provide independent judgment or advice on issues involving strategies, policy, performance, accountability, responsibilities, resources, key appointments and standard of conduct; (ii) take the lead role in case there is a potential conflict of interests for matters involving other Directors; (iii) conducting annual review of the enforcement of the non-competition undertaking by the controlling shareholders of the Company and assisting the Company to decide whether or not to take up any new investment opportunity referred to the Company under the terms of the non-competition undertaking; and (iv) subject to the availability of sufficient resources provided to you by the Company, check and observe whether the performance of the Company achieve the goals and objectives. In addition, you may have to hold concurrent positions of committees established by the Board from time to time.


3. In compliance with the requirements which the Company shall fulfil, you shall attend the general meetings, the Board meetings, and the meetings of committees of which you are a member of the Company. In case you are not able to attend the meetings listed above, you shall notify the Chairman as soon as possible.
4. The Company may reimburse you for all reasonable and necessary expenses with valid receipts incurred by the service as an independent non-executive Director or by the operations of business of the Company. The expenses incurred by you (including expenses overseas or for business trips) are subject to prior consent of the Chairman.
5. You agree that the Company has the right to decide on whether you are able to join any share option scheme, or any other similar type of scheme of the Company.
6. You are entitled to a Director's remuneration of HK\$180,000 per annum from the date of the Listing Date (or such higher remuneration as may be fixed by the shareholders at the Company's annual general meeting or the Board). The remuneration is payable monthly in arrears within 7 days of the calendar month immediately following the last calendar month. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to any salary tax or otherwise in Hong Kong, and/or other jurisdictions and if so, to include the details of such remuneration in your tax return.
7. In the event of occurrence of any one of the situations below, your appointment as an independent non-executive Director is terminated immediately and automatically (without any notice or compensation):
 - (a) you cease to be a Director according to the Articles;
 - (b) shareholders at a general meeting of the Company pass a resolution to terminate your employment as an independent non-executive Director; or
 - (c) you are not elected in a re-election at a general meeting of the Company.
8. You shall not without prior consent of the Board make any declaration to the press, media, venture capitalists, brokers, banks, financial analysts and/or any person related to the stock market or the investing public on behalf of or related to the Company.
9. You shall not, either during the term of your appointment as an independent non-executive Director or thereafter:
 - (a) use to the detriment or prejudice of the Company and its subsidiaries (the "Group") or divulge or communicate to any person any trade secret or confidential information concerning the business or affairs of the Group (except to employees or directors of any member of the Group on a need to know basis or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or
 - (b) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group 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).

10. Your undertakings to the Company represent that when being an independent non-executive Director, you shall wholly comply with, from time to time, all applicable laws and regulations, code and practices adopted by the Company including but not limited to the Listing Rules and the Corporate Governance Code.
11. This letter is governed by and shall be construed in accordance with the laws of Hong Kong.
12. This letter may be signed by one party or more on more than one text. Each of the text constitutes the original text and altogether constitute one agreement.
13. Upon your acceptance of the appointment of independent non-executive Director by the Company, you express to the Company and the Stock Exchange that you comply with rule 3.13 of the Listing Rules.

To confirm your acceptance of the appointment of independent non-executive Director by the Company, please sign the copy of this letter enclosed and send to the Company. Should you have any enquiries on the terms above, please contact the Company.


Yours faithfully,

For and on behalf of
YIELD GO HOLDINGS LTD.



Man Hoi Yuen
Director

I, the undersigned, agree to the terms and conditions set out above relating to my appointment as an independent non-executive Director of Yield Go Holdings Ltd.. In addition, I confirm Yield Go Holdings Ltd. and the Stock Exchange that I understand my obligations and duties as an independent non-executive director of a company the securities of which are listed on the Stock Exchange.



Chan Ka Yu
Date : 6 December 2018