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Our Ref : FLKD/Y10005/M19002COM
我所檔案
Your Ref :
貴司檔案

Please Contact : Herman Lee/ Pristine Lo
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E-mail : herman.lee/ pristine.lo
@davidfongco.com.hk

BY MAIL

9 JANUARY 2023

Yield Go Holdings Ltd.
Unit 3, 32/F, Cable TV Tower
No. 9 Hoi Shing Road
Tsuen Wan
New Territories
Hong Kong

Attn: Mr. Leon Lai

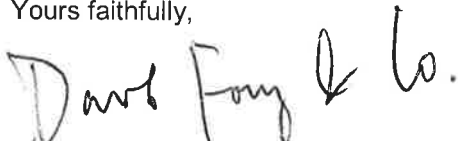
Dear Sirs,

RE: YIELD GO HOLDINGS LTD. - APPOINTMENT OF INDEPENDENT NON-EXECUTIVE DIRECTOR

We enclose herewith the signed original of the letter of appointment of Mr. Ma Hon Yiu for your record.

Should you have any enquiries in connection with the above, please feel free to contact our Mr. Herman Lee at 2950 7881 or Ms. Pristine Lo at 2950 7825.

Yours faithfully,


Encl.

Date: 30 December 2022

Private and confidential

Mr. Ma Hon Yiu
Flat D, 16/F, Block 2, Harmony Garden,
9 Siu Sai Wan Road,
Chai Wan, Hong Kong

Dear Mr. Ma Hon Yiu,

Your Appointment as Independent Non-Executive Director of Yield Go Holdings Ltd. (the “Company”)

I write to confirm the main terms of your appointment as Independent Non-Executive Director (the “INED”) of the board of directors (the “Board”) of the Company (the “Appointment”), which will take effect from 30 December 2022.

1 Appointment

- 1.1 Your continuing appointment as an INED is subject to the provisions of the articles of association of the Company (the “Articles of Association”) and any other applicable laws and regulations, including but not limited to The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “Listing Rules”) and the Companies Act, Cap. 22 (Act 3 of 1961, as consolidated and revised) of the Cayman Islands as may be amended from time to time (the “Companies Act”).
- 1.2 Subject to paragraph 6 and save in the event of earlier resignation or resolution of the Board to remove you in accordance with the Articles of Association, your appointment will be for a period of three (3) years, that is from 30 December 2022 to 29 December 2025 (both days inclusive) (subject always to your re-election as and when required under the Articles of Association and the Listing Rules).

2 Duties

- 2.1 You will be required to attend (whether in person or by any other means permitted by the Articles of Association, including via conference call) at least four Company Board meetings during each calendar year. You will also be required to attend other Board meetings on an ad-hoc basis from time to time. We will, of course, let you have the details of such meetings reasonably in advance.
- 2.2 You are required to make yourself available for consultation with officers and management of the Company either in person or by telephone on a regular basis throughout the year, as may be reasonably required in order to perform your duties.
- 2.3 You are requested to serve on the committees (the “Committees”) operated by the Board and you may be requested to serve on any other committee operated by the Board from time to time. You agree to make yourself available on a reasonable basis to serve on the Committees and any Board committee at the request of the Board and undertake the duties associated with that position as required by the Listing Rules.

- 2.4 Whilst the appointment will not be of a full-time nature, you will be required to devote such of your time to the appointment as is necessary to perform your duties to the satisfaction of the Board.
- 2.5 Without prejudice to your other duties to the Company from time to time (if any) you will at all times be expected to comply with the lawful and reasonable requests of the Board, to act in the best interests of the Company and not do anything which is harmful to the Company or its business.
- 2.6 You are expected to fulfil fiduciary duties and duties of skill, care and diligence to a standard at least commensurate with the standard established by the laws of the Hong Kong Special Administrative Region of the People's Republic of China. In particular, you must, in the performance of your duties as a director, act honestly and in good faith in the interests of the Company as a whole, act for proper purpose, be answerable to the Company for the application or misapplication of its assets, avoid actual or potential conflicts of interest and duty, disclose fully and fairly your interests in contracts with the Company, and apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office within the Company.

3 Fees

The annual fee for your services as an INED will be HK\$180,000. The Company may procure any of its subsidiaries to pay you such fees on its behalf. You are not entitled to any bonus, benefit or other entitlement which are available to the executive directors or employees of the Company.

4 Expenses

The Company will reimburse you in accordance with the Articles of Association or Company's policy applicable from time to time for any reasonable expenses properly incurred in performing your duties.

5 Interests

- 5.1 Without prejudice to your duties to the Company in relation to permitted interests and conflicts of interest:
- 5.1.1 you represent that as at the date you sign this letter, you are fully capable of and are not prevented from entering into or continuing your appointment or from performing your duties in accordance with the terms set out in this letter by any obligation or duty owed to any party, whether contractual or otherwise;
- 5.1.2 you represent that prior to the date of this letter, you have disclosed all your personal interests whether as a shareholder, investor, director, consultant, adviser or otherwise in any undertaking which may compete with the Company (if any);
- 5.1.3 during the term of the appointment, you agree to disclose promptly in writing to the Board all your interests including those of your immediate family members and of trusts of which you are a beneficiary (for example, employment, shareholdings, other investments, directorships or other material affiliations) in

any undertaking (whether or not of a commercial nature) related to or connected with the industry the Company is operating in; and

- 5.1.4 you agree to inform the Board and The Stock Exchange of Hong Kong Limited promptly in writing if there is any subsequent change of circumstances which may affect your independence after the date of this letter.

6 Termination

- 6.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this letter and subject always to paragraph 6.2 of this letter, either party to this letter shall be entitled (but not obliged) to terminate your appointment by giving not less than one (1) month's notice in writing to the other or payment in lieu of such notice at any time without cause.
- 6.2 Notwithstanding the provisions of this letter, your appointment may be terminated at any time in accordance with the provisions of the Articles of Association, whether by way of rotation and re-election or removal by resolution of the Board or the shareholders of the Company, in accordance with the Articles of Association, the Listing Rules, the Companies Law or otherwise. On such termination, no notice or fees (other than those already accrued) will be due to you.
- 6.3 The Company shall be entitled to terminate your appointment if and when the following circumstances arise:
- 6.3.1 you shall become bankrupt or have made any arrangement or composition with your creditors generally; or
- 6.3.2 the Stock Exchange shall become of the view that you do not have the character, experience and integrity to fulfil your role effectively or are unable to demonstrate a standard of competence commensurate with your position as a director of a listed company on the Stock Exchange.
- 6.4 In the event that your appointment is terminated, or at any other time if you are requested to do so by the Board, you may be required to immediately return to the Company all properties belonging to or relating to the Company or any of its subsidiaries. This includes all documents and other materials (whether originals or copies and in hard copy or electronic form) concerning the Company or the Company's subsidiaries which are or which become under your possession or control or which were compiled by or delivered to you during your appointment. You will not retain any copies of any materials or other information. If, following the termination of your appointment, you come into the possession or control of any property belonging to the Company or a subsidiary of the Company, you will immediately return that property to the Company.
- 6.5 If at any time you are considering taking up a position with any other company or entity in competition with the Company, you must notify the Board in advance. In the event that you take up such a position and a majority of the Board considers it to be in conflict with your appointment, you agree to resign from your appointment at the request of the Board.

- 6.6 For greater certainty, paragraphs 6.1 to 6.4 will be in addition to any other right or recourse the Company may have against you in respect of the matters identified in such paragraphs.

7 Confidential Information

Confidential Information means any and all confidential and/or proprietary knowledge, data or information of the Company, its holding company and any subsidiaries of the Company or any holding company from time to time, any of their portfolio companies, investors, clients and partners, including, but not limited to, information relating to financial matters, investments (and potential investments), budgets, business plans, marketing plans, personnel matters, business contacts, products, processes, know-how, trade secrets and other works of authorship.

- 7.1 You must not, except in the proper performance of your duties as an INED, use or disclose to any person, firm, company or entity any Confidential Information. This restriction will continue to apply after the termination of your appointment without limit in time but will not apply to Confidential Information which becomes public other than through unauthorised disclosure by you, where required to be disclosed by law or to seek legal advice. You will use your best endeavors to prevent the unauthorised use or disclosure of such information.
- 7.2 If you are required to disclose any Confidential Information by law, to the extent permitted by law, you will immediately notify the Company and the Board in writing of the details of the requirement (including, without limitation, the nature of the Confidential Information required to be disclosed, the entity and/or person requiring the disclosure and the circumstances in which you are required to disclose such information) and prior to disclosing any Confidential Information.

8 Personal Data Privacy

The Company may collect and retain personal data concerning you, may use such data for all matters connected to your appointment, and may pass such data to any subsidiary or holding company of the Company from time to time and any company or entity with which the Company may be in association or cooperation from time to time for any purposes connected with your appointment.

9 Directors' and Officers' Insurance

The Company shall maintain directors' and officers' insurance for the INED in accordance with its policy from time to time and all applicable legislation and regulation.

10 No agency or employment with the Company

- 10.1 You agree that you will not be an employee or officer of the Company (other than as a director) and that this letter shall not constitute a contract of employment between you and the Company.
- 10.2 For the avoidance of doubt, nothing in this letter shall prevent you from being an employee of a subsidiary of the Company.

10.3 You agree that you are not an agent of the Company and that you have no authority to bind or speak on behalf of the Company, except in the event of specific written approval by the Company that is issued upon proper authorization.

11 **Governing Law and Dispute Resolution**

The terms of your appointment in this letter will be governed by and construed in accordance with the laws of Hong Kong. You agree that any dispute arising in connection with this letter shall be submitted to the non-exclusive jurisdiction of the Hong Kong courts.

I hope these terms are acceptable to you. If so, I would be grateful if you would sign and date the attached copy of this letter confirming your acceptance. Please then return it to me as soon as possible.

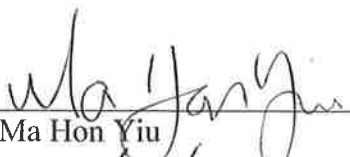
Yours sincerely

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



Ho Chi Hong
Executive director

I accept the above terms and conditions.


Mr. Ma Hon Yiu
Date: 30/12/2022