



## HNA TECHNOLOGY INVESTMENTS HOLDINGS LIMITED

### 海航科技投資控股有限公司

*(Incorporated in the Cayman Islands with limited liability)*

### APPOINTMENT LETTER

Date: 6 August 2021

To: Mr. SHUM Ngok Wa  
Flat B 12/F, Block 7, 398 Castle Peak Road, Discovery Park, Tsuen Wan,  
New Territories, Hong Kong

Dear Mr. SHUM:

#### **HNA Technology Investments Holdings Limited**

Appointment as Non-Executive Director

Pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (“**the Hong Kong Listing Rules**”), we hereby write to confirm the terms of your appointment as a non-executive director of HNA Technology Investments Holdings Limited (the “**Company**”, together with its subsidiaries, the “**Group**”):-

#### 1. **Appointment**

1.1 You shall, subject as hereinafter provided, be appointed as a non-executive director of the Company (“**Director**”). Subject to the terms and conditions below, your appointment shall commence from 11 August 2021 to 10 August 2023.

#### 2. **Director’s duties**

2.1 Non-executive Directors have the same legal responsibilities to the Company as any other director of the Company. Our Board as a whole is collectively responsible for promoting the success of the Group by directing and supervising their affairs in a responsible and effective manner.

2.2 You shall devote your time, attention and skill to your duties as a non-executive Director, and shall at all times act in the interests of the Group and shall faithfully and diligently perform such duties and exercise such powers consistent therewith as may from time to time be assigned to or vested in you by our Board or the Company.

2.3 You shall undertake the responsibilities of a director as set out in:

- (a) the Hong Kong Listing Rules (including but not limited to the provisions relating to directors as set out in Chapter 3, the Model Code for Securities

Transactions by Directors of Listed Issuers in Appendix 10 and the Code of Corporate Governance Practices in Appendix 14);

- (b) the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (the “**Companies Ordinance**”);
- (c) the Companies Law (Chapter 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands (“**Cayman Companies Law**”));
- (d) the Hong Kong Codes on Takeovers and Mergers and Share Repurchases;
- (e) the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
- (f) the articles of association of the Company (the “**Articles**”);
- (g) the “Non-statutory Guidelines on Directors’ Duties” issued by the Hong Kong Companies Registry in January 2004 (and revised in July 2009, and

all applicable laws, rules, regulations, policies and procedures from time to time in force. In particular:

- (i) you shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a non-executive director of a company listed on The Stock Exchange of Hong Kong Limited (“**Hong Kong Stock Exchange**”). You shall, without limitation, ensure the continuing effectiveness of the management team and the high standards of probity within the Company, scrutinize the Company’s performance in achieving agreed corporate goals and objectives, and monitor the reporting of the performance of the Company. Our Board may need you to serve on various committees or sub-committees of our Board and/or to accept additional appointments in or on behalf of the Company;
- (ii) we acknowledge that you have certain business interests other than those of the Company and that you have declared any conflicts that are apparent as of the present date. In the event that you become aware of any actual or potential conflicts of interest and duty, such as the holding of other directorships and major external appointments by you or your associates (as defined in the Hong Kong Listing Rules) in any business which may be competing with the business of the Group from time to time, you shall disclose such interests to the Chairman of our Board (the “**Chairman**”) and the Company Secretary as soon as they become apparent. You shall also keep our Board fully informed on a continuing basis of all changes to such arrangements;
- (iii) you shall not engage in any activity in competition with the business of the Group, unless such are disclosed pursuant to clause (ii) above, or otherwise engage in any activity which could prevent you from acting as a non-executive director of the Company in accordance with the applicable rules of the Hong Kong Stock Exchange; and
- (iv) you shall inform our Board if you cease to qualify, or if you come to know of any circumstances which may render you no longer qualified, as a Director under the Hong Kong Listing Rules, the Companies Ordinance, the Cayman

Companies Law, the Articles, or any other applicable rules and regulations. If our Board considers in its absolute discretion that you are no longer qualified as a Director and inform you thereof in writing, you shall resign as a non-executive Director without compensation upon the effective date of the notice.

- 2.4 You shall perform such functions (including those specified in code provision A.6.2 of the Corporate Governance Code in the appendix 14 of the Hong Kong Listing Rules) and exercise such powers as are appropriate to your position as a non-executive director of the Company. These will include attending board meetings and general meetings of the Company and meetings of any board committees and any sub-committee of which you will become a member.
- 2.5 You shall comply with all laws applicable to the Company 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 shares and notifications required to be made by a director to the Company and/or any other regulatory body. In addition, you will observe, and use your best endeavours to procure that the Company observes, the rules and regulations of The Stock Exchange of Hong Kong Limited and the Hong Kong Codes on Takeovers and Mergers and Share Repurchases as amended from time to time.

### 3. **Remuneration and Expenses**

- 3.1 Your monthly remuneration is Nil during the term of your appointment.
- 3.2 The Company shall reimburse you for all expenses properly and reasonably incurred by you in the conduct of the Company's business or in the discharge of your duties as a director including any reasonable expenses you may incur in seeking advice from the Company's financial and legal advisers or other independent financial and legal advisers which is reasonably required in the proper discharge of your duties.

### 4. **Outside Interests**

- 4.1 You are asked to disclose the number and nature of offices held in public companies or organizations and other significant commitments, with the identity of the public companies or organizations and an indication of the time involved, upon our request from time to time.
- 4.2 It is accepted and acknowledged that you have business interests other than those of the Group and have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Chairman and the Company Secretary as soon as apparent.
- 4.3 You are asked to note that you should disclose your interest, or the interest of your associates (as such term is defined on the Hong Kong Listing Rules), if any, in a proposal, contract or transaction that the Company or any member of the Group is considering by declaring the nature of your interest upon receipt of the proposed agenda for a meeting of our Board.

### 5. **Confidentiality**

- 5.1 All information acquired during your appointment (the “**Confidential Information**”) is confidential to the Company and should not be released, either during your

Appointment or following termination (by whatever means), to third parties without prior clearance from the Chairman, unless such information is disclosed:

- a) on order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
- b) as required by the rules of any listing authority or stock exchange on which its shares are listed or traded;
- c) the laws or regulations of any country to which its affairs are subject; or
- d) to your legal adviser provided that confidentiality obligations are complied.

5.2 Confidential Information does not include any information or material which is in the public domain other than as a result of a breach by yourself.

5.3 Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

## 6. **Share Dealings**

6.1 You are requested to comply with all relevant rules and regulations of the Hong Kong Stock Exchange or other market on which the deals are conducted and the Articles in force for the time being in relation to dealings in shares or other securities of the Company and in relation to unpublished inside information affecting the shares, debentures or other securities of any member of the Group. Your attention is drawn to the codes of conduct for securities transactions as set out in the Model Code for Securities Transactions by Directors of Listed Issuers in Appendix 10 of the Hong Kong Listing Rules.

6.2 In relation to overseas dealings, you are also requested to comply with all laws of the state and all regulations of the relevant stock exchange, market or dealing system in which such dealings take place.

6.3 You must not (and neither shall your spouse, minor children or any corporations in which you have a material interest) deal in any securities of the Company, except in accordance with the Company's code for securities transactions by directors.

## 7. **Termination**

7.1 Your appointment as a non-executive Director may be terminated with immediate effect by the Company upon the following circumstances:

- (a) you are prohibited or disqualified from acting as a director of the Company under any applicable law or is publicly censured or criticised by the Hong Kong Stock Exchange or the Securities and Futures Commission of Hong Kong and our Board is of the view that the retention of office by you is prejudicial to the interests of the Company or investors in the Company;

- (b) you are guilty of any gross misconduct or willful neglect of duty or commit any material breach of the terms of your appointment (or, in the case of a breach which is capable of remedy, fails to remedy such breach to the satisfaction of our Board within 15 days of being called upon to do so in writing by our Board);
- (c) you are guilty of conduct likely to bring yourself or the Group or any member of the Group into grave disrepute;
- (d) you become bankrupt or make any arrangement or composition with your creditors or has a receiving order made against you;
- (e) you are convicted of any criminal offence involving dishonesty, or the specified penalty for which includes imprisonment (other than an offence which, in the reasonable opinion of our Board, does not affect your position in the Company); or
- (f) you become a lunatic or of unsound mind.

7.2 If you shall cease to be a Director (otherwise than pursuant to the provisions of the Articles relating to the retirement of Directors by rotation, provided that you are re-elected at the general meeting at which you retire), your appointment shall thereby automatically terminate. However, if such cessation shall be caused by any act or omission on your part without the consent, concurrence or complicity of our Board then such act or omission shall be deemed a breach of the terms hereof and termination hereunder shall be without prejudice to any claim for damages in respect of such breach. For the avoidance of doubt, you hereby consent to retirement by rotation in accordance with the Articles and the requirements of the Hong Kong Listing Rules at such time as may be required by our Board.

7.3 Either yourself or we may terminate this appointment by giving to the other at least three (3) months' notice in writing. In case of your resignation and upon such resignation, you may be required to provide written confirmation to the Company and the Hong Kong Stock Exchange as to the reasons of your resignation.

7.4 Upon the termination of your appointment (for whatever reason and howsoever caused), you shall, upon our request, resign immediately (if you have not already done so) from such offices held by you in the Company and in any other member of the Group including without limitation your directorship in the Company and membership in any committees or sub-committees of our Board, without any claim for compensation.

7.5 Termination of your appointment hereunder shall not affect the continued application of Clause 5 herein and the then accrued rights and liabilities of the parties under this letter. In addition, you shall have no claim against the Company for damages or otherwise by reason of termination of your appointment, other than for any remuneration and other expenses due under Clause 3 herein.

## 8. **Undertakings**

8.1 You shall not either during the term of your appointment or at any time thereafter divulge to any person whomsoever or to any body corporate or unincorporated and shall use your best endeavours to prevent the unauthorized publication or disclosure of any

trade secret or confidential information concerning the business, finances or affairs of the Group which may have come to your knowledge during or in the course of the appointment.

- 8.2 You shall not make or communicate any statement (whether written or oral) to any representative of the press, television, radio or other media and shall not write any article for the press or otherwise for publication on any matter connected with or relating to the business of the Group without obtaining the prior written approval of our Board.
- 8.3 Forthwith upon the termination of your appointment (for whatever reason and howsoever caused), and at any other time as we shall so request, you shall deliver to us all documents (including books, records, documents, papers, accounts, correspondence, lists of customers, notes, memoranda, plans, drawings and other documents of whatsoever nature), models or samples, and other properties concerning the business, finances or affairs of the Group which may then be in your possession or under your power or control.

9. **Entire Agreement**

This letter of appointment shall be in substitution of any subsisting agreement(s) or arrangement(s) (oral or otherwise) made between us which shall be deemed to have been terminated by mutual consent and cease to have any further effect as from the date of your appointment.

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.

Please sign and return the duplicate copy of this letter to indicate your acceptance of the terms set out herein.

Yours sincerely,

For and on behalf of

**HNA Technology Investments Holdings Limited**

Director



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I, the undersigned, hereby accept the terms of my appointment as a non-executive director of HNA Technology Investments Holdings Limited as set out above.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_