

Date: 18 February 2024

Name: Wendy HAYES

Address: 2370 Roanoke Trail, Reno, NV 89523, U.S.

Dear Sir:

SciClone Pharmaceuticals (Holdings) Limited (the "**Company**")

Subject to the terms of this Agreement, the Company agreed to employ you and you agreed to be employed as an Independent Non-executive Director of the Company.

The duties of the Independent Non-executive Director of the Company include but not limited to the following:

- (1)
  - (a) undertake to comply with and perform the obligations under the Listing Rules (including the Model Code for Securities by Directors of Listed Companies), Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Codes on Takeovers and Mergers and Share Buy-backs published by the Securities and Futures Commissions, the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong), Cayman Islands Company Law, as well as any other laws and regulations of Hong Kong and Cayman Islands, and the Company the Articles of Association of the Company, the Employment Agreement, and undertake to comply with the Articles of Association of the Company, the Employment Agreement, and the regulations implemented by the Company and the applicable laws;
  - (b) attend the board meetings of the Company from time to time and take lead at handling any potential conflicts;
  - (c) devote attention and skills to performing the obligations of being an Independent Non-executive Director of the Company, including but not limited to serving as the members of respective committees of the Board of the Company; and
  - (d) report to the Board of the Company regarding your independence as required by the Listing Rules at any time in a timely and comprehensive manner and in writing when required.
- (2) Under Provision (6) of this Agreement, your terms of office as the Independent Non-executive Director of the Company is three years with effect from the date on which the shareholders of the Company approved the signed Engagement Agreement at the general meeting (unless otherwise agreed by the parties hereto or required buy laws and regulations).
- (3) You will continuously receive director's remuneration of RMB 658,000 on an annual basis during your term of office. If this Agreement is terminated due to any reason and your term of office is less than one month, you are entitle to receive the portion of director's remuneration in pro rata to your work performed up to the date of termination.
- (4) During the term of this Agreement, the Company will reimburse you all the reasonable and necessary expenses incurred under the terms of this Agreement or in relation to the operation of the Company (such as travel expenses and hospitality expenses), after you provide the receipts or valid vouchers evidencing the payment of expenses paid and to the extent permitted by relevant laws, regulations and policies of the Company. The Company may also provide you with funds in advance to pay the necessary expenses, and you shall deliver valid vouchers to the Company as soon as possible or in a timely manner request by the Company to write off such expenses.

- (5) During the term of this Agreement, the Company will afford the cost for the directors and senior management liability insurance. The Company is entitled to cancel or modify the relevant liability insurance plan (including the coverage and compensation amount of the insurance) or change the insurance company.
- (6) The parties hereto are entitled to terminate the appointment at any time by giving a 1-month prior written notice to the other party without prejudice to the accrued rights (if any) or compensation of the parties hereto.
- (7) The appointment under this Agreement shall be immediately and automatically terminated in the event of any of the following circumstances (unless otherwise determined by the Board):
  - (a) you are prohibited from acting as an Independent Non-executive Director under any laws, regulations, rules, ordinances, application guidelines or application codes or you lose the qualification to act as an Independent Non-executive Director;
  - (b) you depart pursuant to the Articles of Association of the Company;
  - (c) you are removed from your position as a director of the Company or you are not re-elected as a director of the Company;
  - (d) you are under investigation for criminal responsibility unless the Board, having considered the nature of duties required under the appointment, reasonably believe that such crimes do not affect your identity as an Independent Non-executive Director of the Company;
  - (e) Your serious breach, repeated violation or constant violation of your obligations under this Agreement;
  - (f) your misconduct or series dereliction of duty when performing your duties under this Agreement;
  - (g) your actions or omissions seriously damage the reputation of the Company or any members of the Group, or damage the business interests of the Company or other members of the Group;
  - (h) your death;
  - (i) you have been not able to fully perform your duties under this Agreement for twelve consecutive months due to health factors;
  - (j) you are mentally disordered or legally become a psychopath due to any disease related to mental health in accordance with relevant laws and regulations;
  - (k) other circumstances as stipulated by laws, regulations or Articles of Association of the Company and its appendixes.
- (8) You are aware that you will have access to private or personal information (including but not limited to information related to technology, management, business activities or business mode) owned and/or kept by the Group when performing the duties under this Agreement. Except for granted authorization and requirement for duties, during and after your appointment (without time limits), you shall not, and shall procure your associates not to:
  - (1) disclose or deliver to any person any private or personal materials, except members of the Group who are authorized to have access to such information;

- (2) use any private or personal materials for any purposes outside the Group; or
- (3) due to failure to perform due diligence and conduct appropriate efforts, disclose any private or personal information which is:
  - (a) related to trading, organization, business, finances, transactions or any other issues or the Group and its clients;
  - (b) related to any programs or inventions used by any members of the Group or any programs or inventions found or made during your term of appointment; or
  - (c) related to any members of the Group who are responsible to comply with confidential obligations to any third parties.

You shall conduct necessary measures to prevent such private and personal information from disclosed to any third parties without the approval of the Company. However, such limitation is no not applicable to any information or knowledge which the public can have access to without spending a mass of manpower, skills or money (except those information which is available due to the defaults of you and your associates).

- (9) You agree that all intellectual properties formed, developed, invented or produced during your term of appointment under this Agreement shall be solely owned by the Company, except those formed, developed, invented or produced by you outside working hours without making use of properties or resources of the Company.
- (10) The rights and obligations under this Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region in all respects. Any disputes between the parties hereto arising from or in relation to this Agreement shall be first settled through friendly negotiation. Any disputes cannot be settled through negotiation can be submitted to the Hong Kong International Arbitration Centre for arbitration in accordance with the local arbitration rules. The arbitral award is final and binding on both parties.

If you consent the above terms, please sign and return this Appointment Letter to the Company for record.

*-Signature page to follow-*

For and on behalf of  
**SciClone Pharmaceuticals (Holdings) Limited**

A handwritten signature in black ink, appearing to read 'PAN Rongrong', is written over a horizontal line.

Name: PAN Rongrong  
Position: Executive Director

A handwritten signature in black ink, appearing to read "Wendy Hayes", with a horizontal line underneath.

Name: Wendy Hayes

Position: Independent Non-Executive Director