

GREATVIEW ASEPTIC PACKAGING COMPANY LIMITED

18 October 2024

BY COURIER

Ms. KOU Chung Yin Mariana

Flat A, 19/F,
52 Conduit Road,
Mid-Levels,
Hong Kong

Dear Ms. Mariana,

Appointment as an independent non-executive director of Greatview Aseptic Packaging Company Limited (the "Company")

We refer to the above matter and set forth below the letter of appointment ("**Letter of Appointment**").

1 Appointment and term

- 1.1 We, Greatview Aseptic Packaging Company Limited (the "**Company**"), a company incorporated with limited liability in the Cayman Islands whose registered office is situated at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands, hereby confirm to appoint Ms. KOU Chung Yin Mariana, holder of Hong Kong identity card No. Z116008(8), residential address of Flat A, 19/F, 52 Conduit Road, Mid-Levels, Hong Kong (the "**Appointee**") as an independent non-executive director of the Company pursuant to the terms and conditions specified herein and subject to the Memorandum and Articles of Association of the Company (as amended from time to time) (the "**Memorandum and Articles**"), the Rules (the "**Listing Rules**") Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited ("**the Stock Exchange**") and the Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands (the "**Appointment**")
- 1.2 The Appointment shall commence on 18 October 2024 for a term of two years and, subject to clause 2.4, shall continue until 17 October 2026 unless terminated by either party giving to the other not less than three months notice in writing. If the Appointee is appointed as a Director at any annual general meeting or at any general meeting of shareholders at which she is proposed

for re-election, then the Appointment is deemed to be automatically renewed for a further term of two years from the date of such successful re-election on the same terms.

- 1.3 The Appointment is subject at all times to the Memorandum and Articles, retirement by rotation, approval from shareholders of the Company for re-election and the removal by shareholders of the Company as a director of the Company in accordance with the requirements of the Listing Rules and the Memorandum and Articles.

2 Scope of appointment

- 2.1 As an independent non-executive director, the Appointee shall faithfully, diligently and lawfully perform the duties normally attendant on that office, including but not limited to:
- (a) knowing and complying with the duties and responsibilities as a Director and devoting such of her time, attention and skill as may reasonably be required for performing the duties and responsibilities of her office (including but not limited to the duties and responsibilities under the Listing Rules) and the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (the "**Company Ordinances**"), as well as exercising such powers as delegated to the Appointee by the board of directors of the Company (the "**Board**") from time to time and are appropriate to the Appointee's position as an independent non-executive director;
 - (b) bringing an objectivity and independence of view borne by the Appointee's outside experience in matters of the Company's goals, objectives and strategy, helping the Board to provide the Company with effective leadership and ensuring the continuing effectiveness of the management team and the high standards of probity within the Company;
 - (c) preparing for, chairing (if necessary) and participating in meetings of the Board and any Board committees of which the Appointee is a member, to bring an independent judgment to bear on issues of strategy, policy, performance, accountability, resources, key appointments and standards of conduct;
 - (d) serving on the audit, remuneration, nomination and other governance committees, if invited;
 - (e) taking the lead where potential conflicts of interest arise;
 - (f) scrutinising the Company's performance in achieving agreed corporate goals and objectives, and monitoring performance reporting;
 - (g) knowing and keeping abreast of the conduct, business activities and development of the Company, attending not just formal meetings, taking an active interest in the affairs of the

Company and obtaining a general understanding of its business, including following up on anything untoward that comes to her attention;

- (h) complying with (and use her best endeavors to procure the Company complies with) the Listing Rules (including but not limited to Corporate Governance Code contained therein), the Codes on Takeovers and Mergers and Buy-backs, the Securities and Futures Ordinance (including but not limited to Part XIVA and Part XV contained therein) and all the relevant laws, statutes and regulations (insofar as they relate to the Group (as defined below) and/or their directors); and
- (i) complying with the Company's rules, regulations, systems, policies and procedures from time to time in force.

2.2 The Appointee shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of her business or other activities which would or is likely to cause the Appointee to be in conflict with the interest of the Company or its subsidiaries.

2.3 The Appointee must also keep the Board at all times promptly and fully informed of any change in the information required to be disclosed pursuant to Rule 13.51(2) and Rule 13.51B of the Listing Rules and Paragraph C.1.5 of Appendix C1 to the Listing Rules, or matters that might affect the Appointee's independence pursuant to Rule 3.13 of the Listing Rules, or any changes to the Appointee's professional or other significant commitments.

2.4 In addition, at request of the Company, may be appointed as a member of such Board Committees that the Appointee is reasonably requested to sit on.

2.5 As a director of the Company, the Appointee shall be subject to certain fiduciary duties prescribed under various laws, rules and regulations including but not limited to the common law and the Listing Rules, which require the Appointee to at all times:

- (a) to maintain the confidentiality of all information the Appointee acquired by virtue of her appointment;
- (b) to act in good faith in the Company's interests;
- (c) to act for the proper purposes of the Company;
- (d) to carry out the Appointee's responsibilities with the care, skill and diligence which the Company is reasonably entitled to expect from someone of the Appointee's experience and expertise; and
- (e) to act only with the proper authority of the Company.

2.6 By accepting the Appointment, the Appointee is deemed to have represented to the Company and the Stock Exchange that:

- (a) the Appointee has satisfied the independence requirements as stipulated in the Listing Rules and will provide confirmation letter to the Company and the Stock Exchange in this regard on an annual basis or as and when required;
- (b) the Appointee further represents to the Company and the Stock Exchange that she understands her obligations and duties as an independent non-executive director of a company the securities of which are listed on the Stock Exchange; and
- (c) the Appointee undertakes to inform the Board promptly if she ceases to qualify, or if she comes to know of any circumstances which may render her no longer qualified as an independent non-executive director of the Company under the Listing Rules, the Companies Ordinance, and all the relevant laws, statutes and regulations insofar as they relate to the Group.

2.7 The Appointee agrees and acknowledges that she is only entering into this Appointment as a contract for service on her own account and not as an employee (as that term is defined in the Employment Ordinance (Chapter 57 of the Laws of Hong Kong)). The Appointee is recommended to seek professional advice on whether the amount of any remuneration paid to the Appointee as a director of the Company is subject to any salaries tax in Hong Kong or elsewhere and if so, to include the details of such remuneration in the Appointee's salaries tax return.

3 Termination

3.1 The Appointment is subject to the Memorandum and Articles and will terminate immediately without any entitlement to compensation if the Appointee:

- (a) is not appointed as a Director at any annual general meeting or at any general meeting of shareholders at which she is proposed for re-election;
- (b) is removed as a Director by resolution passed at a general meeting of shareholders; or
- (c) ceases to be a Director by reason of her vacating office pursuant to any provision of the Company's Memorandum and Articles.

3.2 The Appointment may be terminated by the Company by summary notice in writing if the Appointee:

- (a) has become guilty of any serious misconduct or committed any material or repeated breach of her obligations as a director;

- (b) is guilty of conduct tending to bring the Company or any of its subsidiaries (as the meaning ascribed to it under the Companies Ordinance) into disrepute;
- (c) becomes bankrupt or have an interim order made against her under the Bankruptcy Ordinance (Chapter 6 of the Laws of Hong Kong), or if she compounds with her creditors generally;
- (d) is disqualified from being a director by reason of any court order made under Part IVA, Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or any other enactment; or
- (e) has been convicted of a criminal offence relating to integrity or honesty or an offence under any statutory enactment or regulation relating to market abuse or insider dealing, and any delay by the Company in exercising such right of termination shall not constitute a waiver of that right.

3.3 Subject to Clauses 3.1 and 3.2 above, the Company and the Appointee shall be entitled to terminate the appointment hereunder at any time by giving the other party at least three (3) months' notice in writing.

3.4 On the termination of her appointment hereunder, the Appointee shall (if she has not already ceased to be a Director), at the request of the Company, resign from her office as a Director of and all offices held in any subsidiary of the Company.

3.5 Termination of the Appointee's appointment hereunder shall not affect the continued application of Clause 7 herein.

3.6 Upon the termination of the Appointee's appointment hereunder, the Appointee is required to provide the Company and the Stock Exchange the reason for the resignation, and to immediately provide the Stock Exchange her up-to-date information, including her address for correspondence, email and phone number.

4 Remuneration

4.1 The Appointee will be entitled to a fee for her services as an independent non-executive director at the rate of HK\$180,000 per annum (or a pro-rata amount for any period less than one year), and a board meeting attendance fee at the rate of HK\$5,000 per board meeting capped at HK\$20,000 per annum. The annual fee will be payable by twelve (12) equal instalments, each (together with any board meeting attendance fee) will be paid within seven (7) days from the end of each month or upon termination of the Appointment.

4.2 During the continuance of the Appointment, the Company shall reimburse the Appointee all reasonable expenses properly incurred by the Appointee in the performance of her duties

hereunder provided that the Appointee shall provide the Company with the relevant receipts and vouchers. The relevant expenses may include legal fees if circumstances should arise in which it is necessary for the Appointee to seek independent legal advice about the performance of the duties with the Company. In such a situation, the Appointee should raise the matter with the Chairman of the Board in advance.

5 Restrictions on other activities

- 5.1 During the term of the Appointee's appointment, she may not (except with the prior written consent of the Board, such consent not to be unreasonably withheld) be directly or indirectly employed, engaged, concerned or interested in, or hold any office in, any business or undertaking which:
- (a) competes with the business of the Company or any of its subsidiaries (as the term "subsidiary" is defined in Section 15, of the Companies Ordinance) (the **Group**); or
 - (b) is a significant customer or supplier of any such business.
- 5.2 However, nothing in paragraph 5.1 shall prohibit the Appointee from holding not more than five per cent of the issued voting shares or debentures of any company listed on any recognised stock exchange.
- 5.3 During the term of the Appointee's Appointment and subject to the Listing Rules, the Appointee shall not undertake any management function, nor have any financial or other interests in the business of the Group.

6 Dealings in shares

- 6.1 The Appointee shall comply with (a) every applicable law, (b) the Listing Rules (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers) 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, any member of the Group or any associated corporation of the Company.
- 6.2 The Appointee must notify the Board of any interests which she has or acquires, which might reasonably be thought (by reference to Rule 3.13 of the Listing Rules or otherwise) to jeopardize her independence from the Company.
- 6.3 The Appointee must not (and neither shall her spouse, minor children or any corporations in which she may have a material interest) deal in any securities of the Company, except in accordance with the Company's code for securities transactions by directors and the Listing Rules.

7 Confidential Information and company documents

- 7.1 During the course of duties, while the Appointee will have access to confidential information belonging or relating to the Company and/or its subsidiaries (including details of suppliers, customers, margins, know-how, marketing, trade secrets and other commercially sensitive business information the disclosure of which could damage the Company or any of its subsidiaries, any information which has been given to the Company or any of its subsidiaries in confidence by any customer, supplier or other persons, and any information which the Appointee have been told or which reasonably ought to know is confidential information, the appointee must keep this information confidential both during the term of Appointment (other than in the proper performance of the appointee's duties) and after its termination, and shall not divulge or communicate it to any person, company, business entity or other organization, shall not use it for the Appointee's own purposes or for any purposes other than those of the Company, and shall not cause any unauthorized disclosure of it through any failure to exercise due care and diligence, except that these restrictions shall cease to apply to information which shall become available to the public generally otherwise than through the Appointee's own default.
- 7.2 All documents and materials (whether made or created by the Appointee) relating to the business of the Company and its subsidiaries shall remain the property of the Company or the relevant subsidiary. The Appointee must hand them over on demand and in any event, immediately that the Appointment terminates.
- 7.3 In the event the Appointee is required under any contract or other obligation to any person or entity (other than governmental authority) to disclose any confidential information, the Appointee shall immediately inform the Company of the details of such obligation and recipient to the Company and the Appointee shall not require the Company to disclose any confidential information if the Appointee is under any contract or obligation to disclose any part of the same to any person or entity (other than governmental authority).

8 Reasonableness of restrictions

- 8.1 The Appointee recognises that during her Appointment she will have access to and come into contact with trade secrets and confidential information belonging to the Company and/or its subsidiaries. The Appointee therefore agrees that the restrictions contained or referred to in Clauses 5 and 7 hereof are reasonable and necessary to protect the legitimate business interests of the Company and its subsidiaries both during and after the cessation of the Appointment.

9 Indemnity

- 9.1 The Appointee shall be entitled to the benefit of the indemnities and other provisions set out in the Memorandum and Articles of Association of the Company in relation to the conduct of her duties as a director.
- 9.2 To the extent permitted by law, the Company agrees to take out and maintain directors' and officers' liability insurance ("**D&O Insurance**") to an amount and on such terms as are determined by the Board to be reasonable in the circumstances. It is intended that the Appointee will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board, subject to the terms and conditions of the insurance policy from time to time.
- 9.3 In the event that any (i) losses, claims, damages, liabilities, and expenses, including without limitation, any proceedings are brought against the Appointee, or (ii) any investigations, examinations and/or inquiries/enquiries (whether conducted by regulatory authorities or any other person including but not limited to the legal representatives of the shareholders of the Company) are brought against the Appointee or requiring the Appointee to respond, and in either case arising from the performance of her duties pursuant to her appointment under this Agreement ("**Claims**"), are excluded under the D&O Insurance or any amount of such Claims exceeds the maximum amount covered under the D&O Insurance, or are for whatever reason not recovered or not recoverable under the D&O Insurance, the Company agrees to indemnify and hold harmless the Appointee on demand from and against such Claims and/or such amount to the extent not covered by the D&O Insurance so far as permitted by applicable law and the Listing Rules. This indemnity shall be without prejudice to any other rights or remedies that the Appointee may have under this Letter of Appointment, under the Memorandum and Articles, or otherwise.
- 9.4 To the extent permitted by applicable law and the Listing Rules, the indemnity provisions contained in this Letter of Appointment shall survive the termination of the Appointee's directorship with the Company. To the extent permitted by applicable law and the Listing Rules, the Appointee shall be entitled to rely upon and enforce the indemnity provisions in Clause 9 above even after the Appointee ceases to be a director of the Company, for so long as any losses, claims, damages, liabilities, and expenses (including, without limitation, any legal proceedings, investigations, examinations, or inquiries/enquiries, whether conducted by regulatory authorities or any other person, including but not limited to the legal representatives of the shareholders of the Company) are brought against the Appointee in relation to her conduct of duties as a director during the period in which she held the position of director with the Company.
- 9.5 This indemnity shall be in addition to any rights that the Appointee may have at common law, under the Memorandum and Articles, or otherwise.

- 9.6 If the Company fails to indemnify and hold harmless the Appointee on demand from and against such Claims and/or such amount to the extent not covered by the D&O Insurance (so far as permitted by applicable law and the Listing Rules) within 30 days of receipt of such demand from the Appointee, the Company shall be liable to interest to the Appointee on such sums owing at a rate equal to the prime lending rate of The Hongkong and Shanghai Banking Corporation Limited plus 2 per cent per annum to the extent permitted by applicable law and the Listing Rules.
- 9.7 For clarity, such indemnity under this Clause 9 shall not extend to (i) any matter in respect of any fraud or dishonesty which the Appointee has been found guilty of at any competent courts, arbitral tribunals, or by any regulatory authority having jurisdiction over the Appointee, or (ii) any liability attaching to the Appointee in connection with any negligence, default, breach of duty or breach of trust in relation to the Company, or any indemnity which would be void or otherwise not permitted under the laws of Hong Kong including but not limited to the Companies Ordinance (Chapter 622 of the laws of Hong Kong) and the laws of Cayman Islands.

10 Notices

- 10.1 Any notice required to be given hereunder shall, in the case of notice to the Company be deemed 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 her 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.

11 Choice of law and jurisdiction

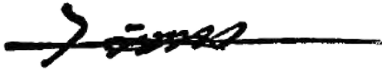
This Letter of Appointment shall be governed by and construed in all respects in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

Please sign and return the enclosed copy of this letter to confirm your agreement to the above terms.

Yours sincerely

for and on behalf of

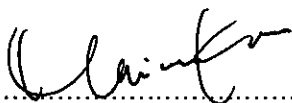
Greatview Aseptic Packaging Company Limited

A handwritten signature in black ink, appearing to read "Jeff Bi Hua", is written over a solid horizontal line.

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Bi Hua, Jeff

CEO and Executive Director

I, **KOU Chung Yin Mariana**, the Appointee, HEREBY CONFIRM ACCEPTANCE of the Appointment to act as an independent non-executive Director on and subject to the terms and conditions as hereinbefore mentioned.



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KOU Chung Yin Mariana

Dated:18 Oct 2024.....