

Date: 12 February 2025

Private and Confidential

Dear Mr. David Forrest Bailey,

**Re: Executive directorship with HK Asia Holdings Limited  
(the "Company")**

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- (1) Subject to the Company not receiving a written notice of objection from The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") as to your appointment as an executive director of the Company (the "**Director**"), the Company is pleased to offer to appoint you as an executive Director.
- (2) Subject as aforesaid, the term of your appointment will commence and become effective on 12 February 2025, and shall continue until terminated in accordance with the provisions herein, in the first instance but subject to paragraphs (7) and (8) below and/or the provisions of the Companies Act (as amended) of the Cayman Islands (the "**Cayman Companies Act**") (and upon the occurrence of any of the circumstances mentioned in paragraph (11) below and/or in accordance with the provisions of the Cayman Companies Act and/or the Articles of Association of the Company in force from time to time (the "**Articles**"), your period of office shall be shortened accordingly).
- (3) For the avoidance of doubt, you shall not be entitled to any director's fee or any other remuneration during the term of this letter. The Company shall reimburse your expenses reasonably incurred while performing your duties as an executive Director of the Company, including reasonable travel expenses. All taxation on fees shall be borne by you.
- (4) You agree to carry out your duties and services as a Director in compliance with the Articles, board practices and procedures and codes of conduct of the Company from time to time in force as well as all applicable laws and regulations of Hong Kong and the Rules Governing the Listing of Securities on the Stock Exchange (the "**Listing Rules**") from time to time in force, and as an executive Director in compliance with the specific requirements as set out in the Listing Rules in force from time to time including Chapter 3.
- (5) You shall not, either during the term of your appointment as an executive Director or thereafter:-
  - (a) use to the detriment or prejudice of the Company, its subsidiaries and its associated corporations (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 the Group whose province is to know the same 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 purpose 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).
- (6) You shall not, during the term of your appointment and for six months thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business of enterprise which competes or is likely

to compete or has a significant business relation with any Group company without the prior written consent of the board of the Company (the "**Board**"), such consent not to be unreasonably withheld or delayed.

- (7) You shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.
- (8) You shall promptly upon request by the Company or in any event upon your ceasing to be an executive Director deliver up to the Company all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a Director, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
- (9) The Directors may be prohibited under the Articles and the Listing Rules, from voting at or being counted towards quorum of Directors' meetings in respect of any resolution in which they are interested, except for those matters permitted by the relevant provisions of the Articles and the Listing Rules.
- (10) Under the Articles, the office of a Director is liable to be vacated in certain circumstances. In addition, one-third of the Directors or, if their number is not three or a multiple of three, then the number nearest to but not less than one-third, are required to retire from office by rotation at each annual general meeting (they may, however, offer themselves for re-election), and subject to the Act (as defined in the Articles) and Articles, the Company may from time to time in general meeting elect any person to be a Director to fill any casual vacancy or as an addition to the then existing Board. Furthermore, the Articles also provide that the shareholders of the Company may, at any general meeting convened and held in accordance with the Articles, by ordinary resolution remove a Director at any time before the expiration of his period of office notwithstanding anything in the Articles or in any agreement between the Company and such Director.
- (11) The Company shall be entitled (but not obliged) to terminate your appointment as an executive Director of the Company by not less than one (1) month's prior notice in writing (or by payment in lieu of notice) given at any time. Furthermore, under the provisions of the Articles and/ or the Listing Rules, the Company shall be entitled to terminate your office without prior notice. Such circumstances arise, inter alia, if you shall become bankrupt or have made any arrangement or composition with your creditors generally, or have been convicted of a criminal offence, or 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.
- (12) You are entitled to resign as an executive Director of the Company at any time by giving the Company not less than one (1) month's prior notice in writing and shall comply with the Listing Rules and other applicable provisions of the Listing Rules and the Cayman Companies Act in respect of your resignation. In so doing, you shall simultaneously tender resignation from all your offices (including, without limitation, membership of any committee of the Board) and positions (as the case may be) in the Company and its subsidiaries, associates and affiliated companies as required by the Company.
- (13) You shall be permitted to participate in the share option schemes of the Company subject at all times to the requirements and/or restrictions of the Listing Rules.
- (14) You undertake to keep confidential all documents and information provided by the Company to you in the course of your duties as a Director.

- (15) This letter of appointment is governed by Hong Kong law. This letter replaces and supersedes all previous contracts, whether written or oral, between you and the Company.

If you are in agreement with the terms set out above, please sign below and return the duplicate of this letter to us for our records.

Yours faithfully,  
for and on behalf of  
**HK Asia Holdings Limited**

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to consist of several loops and strokes, possibly representing the initials 'HAK' or a similar name.

I, David Forrest Bailey, agree to the above terms of appointment as an executive Director of HK Asia Holdings Limited.



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Date: 12 February 2025