

HK ASIA HOLDINGS LIMITED
(港亞控股有限公司)
(incorporated in the Cayman Islands with limited liability)

LETTER OF APPOINTMENT OF NON-EXECUTIVE DIRECTOR

Date: 26 September 2024

Mr. Ritchie Ma (馬肇文先生)
(formerly known as Ma Si Ping Ritchie (馬仕平))
Flat 2B, 156 Queen's Road East
Wanchai
Hong Kong

Dear Mr. Ma,

We are writing to confirm the terms and conditions of your appointment as a non-executive director of HK Asia Holdings Limited (the “**Company**”) for a term of two (2) years commencing from 27 September 2024.

1. In addition to the duties imposed by law on a director and as appropriate in your position as a non-executive director of a company listed on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), we expect you to discharge the following functions and duties:
 - (a) to attend, if required, the board meetings at the Company's place of business in Hong Kong or such other place on dates to be notified to you by the Company in advance;
 - (b) to attend the Company's annual general meeting to be held each year;
 - (c) to attend any extraordinary general meetings of the Company which might be called from time to time;
 - (d) to serve, if required, on the audit committee, remuneration committee and nomination committee of the Company as established in accordance with Rules 3.21 to 3.27A of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and to attend the meetings of the audit committee, remuneration committee and nomination committee, where applicable; and
 - (e) to faithfully and diligently carry out such functions and duties as may be required of you from time to time.
2. In discharge of your duties and functions as a non-executive director of the Company, you shall observe and comply with all lawful directions from, and all laws, rules, regulations, codes, guidelines and directions applicable to and all regulations and the constitutional documents of, the Company including but

without limitation and without prejudice to the generality of the foregoing, all laws, rules and regulations from time to time in force with respect to confidentiality, dealings in securities and notifications required to be made by a director to the Company and/or any other regulatory body. In addition, you shall (i) observe, and use your best endeavors to procure that the Company and its subsidiaries (together, the “**Group**”) observe, all rules, regulations, codes, guidelines and directions of the Stock Exchange, the Hong Kong Securities and Futures Commission (the “**SFC**”) and other regulatory authorities; and (ii) fulfil the fiduciary duties and the duties of skill, care and diligence to a standard commensurate with the standard established by the applicable laws, rules and regulations.

3. You will commit such time as shall be necessary for the proper discharge of your duties as a non-executive director of the Company.
4. In consideration for the performance of the duties as described above, you will be entitled to a director’s fee of HK\$180,000 per annum, to be payable monthly in arrears to you on a pro-rata basis. For the avoidance of doubt, your appointment will not be pensionable, nor will you be entitled to participate or otherwise be included in any of the Company’s retirement schemes or other schemes (other than share option scheme) for the benefit of the employees of the Group.
5. In addition to the director’s fee referred to above, you are entitled to be reimbursed in accordance with the relevant policy and regulations of the Group as may from time to time be approved by the board of directors of the Company (against the production of the valid and relevant receipts) all necessary and reasonable out of pocket expenses properly incurred by you in connection with the performance and discharge of your duties hereunder.
6. You shall sign and effect any documents effecting your appointment and re-election and agree the same to be filed or provided to the relevant authorities (including the Registrar of Companies in the Cayman Islands, the Companies Registry in Hong Kong, the Stock Exchange and the SFC).
7. Your appointment is subject to the provisions of the Company’s articles of association in force from time to time (the “**Articles**”), the Listing Rules and all other applicable laws, rules and regulations.
8. Your office as a non-executive director of the Company will be for a period of two (2) years commencing from 27 September 2024 subject to the provisions of retirement and rotation of directors under the Articles, and your office is required to be vacated upon occurrence of any of the relevant events described in the Articles or for any reason pursuant to any other applicable laws, rules and regulations.

Your office as a non-executive director of the Company will also be immediately vacated whereupon this letter of appointment shall terminate without any prior written notice by the Company if:-

- (a) you shall be in breach of any terms set out in this letter which in the case of a breach capable of remedy is not remedied by you within 21 days of receipt by you of a notice from the Company specifying the breach and requiring its remedy; or
- (b) you shall be incompetent, guilty of gross misconduct and/or any serious or persistent negligent or misconduct in respect of your obligation under this letter; or
- (c) it is otherwise required by the Listing Rules and/or other applicable laws, rules and regulations.

In any of the abovementioned cases where you are required to vacate your office, you will not be entitled to any compensation from the Company save and except the director's fee accrued prior to the vacation of your office.

In the event of the termination of your appointment for whatever reason, you agree that the Company may state the reason for termination of your appointment in the announcement and other reports of the Company to be published in accordance with the Listing Rules.

9. In the course of your appointment and in the performance of your duties, you will have access to and be entrusted with information (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind and relating to the Group (the "**Confidential Information**"). In connection with any Confidential Information:-
 - (a) you shall at all times use the Confidential Information for the purpose only for the proper discharge of your duties hereunder and shall not disclose or permit to be disclosed to any person, firm or organization outside the Group any Confidential Information or copies, summaries or reproductions of it in any form save with the prior written consent of the Company or if, and in so far as, you are required so to do by law or by any competent regulatory authority, or such information or knowledge are in the public domain (otherwise than through your default); and
 - (b) at the expiration or sooner determination of your appointment, you shall surrender and deliver up to the Company all Confidential Information forthwith (and any copies of it or any part of it), expunge all Confidential Information from any computer, word processor or other similar device into which it was programmed, and destroyed all notes, analyses or memoranda containing Confidential Information in your possession. Title, copyright and all intellectual property rights therein shall belong to and vest in the Group.
10. You shall not at any time (for whatever reason) use to the detriment or prejudice of the Group's customers or suppliers or of the Group or, except in proper course of your duties under this letter, divulge to any person, firm or company information identifying or relating to the Group's customers or suppliers or their affairs or relating to the Group's own affairs, which may come to your knowledge.

11. 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 financial interest or involvement in, any business, firm, company, partnership or enterprise which, directly or indirectly, competes or is likely to compete or has a significant business relation with any member of the Group without the prior written consent of the Company.
12. You must not make any statements on the Group's behalf or concerning the Group to the press, media, venture capitalists, brokers, banks, financial analysts and/or anyone associated with the stock market or investor community.
13. This letter embodies all the terms and conditions agreed upon between you and the Company as to the subject matter of this letter and supersedes and cancels in all respects all previous letters of intent, correspondence, understandings, agreements, and undertakings, (if any), between you and the Company with respect to the subject matter hereof, whether such be written or oral.
14. This letter shall be governed by and construed in accordance of the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the courts of Hong Kong shall have non-exclusive jurisdiction for all matters arising under it.

We shall be grateful if you can signify your acceptance of the appointment hereunder upon the terms and conditions contained in this letter by signing and returning to us the enclosed duplicate of this letter.

Yours Sincerely \



Siu Muk Lung
Director
For and on behalf of
HK Asia Holdings Limited

(on duplicate)

I hereby agree and accept the appointment to act as a non-executive director of HK Asia Holdings Limited upon the terms and conditions contained in the letter of which this is a copy.

A handwritten signature in black ink, appearing to read 'Ritchie Ma', written over a horizontal line.

Ritchie Ma (馬肇文)

(formerly known as Ma Si Ping Ritchie (馬仕平))

Holder of Hong Kong Identity Card No. D237696(3)

Date: