

私人密件

Beijing Capital Grand Limited
(首创钜大有限公司)

日期：2024 年 2 月 8 日

谢洪毅

地址：北京市朝阳区麦子店街道枣营北里小区 22 号楼 5-601

谢洪毅先生：

兹委任 阁下为 Beijing Capital Grand Limited (首创钜大有限公司) 之执行董事及行政总裁。本聘书规定了 阁下出任 Beijing Capital Grand Limited (首创钜大有限公司) (「公司」) 执行董事及行政总裁的条款。

1 聘约和任期

- 1.1 阁下的任期由 2024 年 2 月 8 日开始直至 2027 年 2 月 7 日 为止。在没有出现第 3 条的情况下，以及除非任何一方向对方发出不少于一个月的书面通知，但需根据公司章程轮席告退及应选连任。

2 聘约范围

- 2.1 阁下担任执行董事及行政总裁，必须忠诚、勤勉和合法履行该职位一般附带的职务，包括但不限于：
- (a) 知道 阁下作为公司董事的职责与责任，并予以遵守，并付出履行 阁下的董事职责和责任合理所需的时间、精神及技能，包括但不限于 阁下按《香港联合交易所有限公司证券上市规则》（《上市规则》）规定的职责与责任；
 - (b) 准备和参与董事会会议，在涉及策略、政策、公司表现、问责性、资源、主要委任及操守准则等事宜上，提供意见；
 - (c) 仔细检查公司的表现是否达到既定的企业目标和目的，并监督汇报公司表现的事宜；

- (d) 了解公司的经营方式、业务及发展，不时留意最新情况，出席股东大会，并积极关心公司的业务，包括跟进 阁下注意到任何欠妥事宜；
- (e) 透过提供富建设性及有根据的意见对公司制定策略及政策作出贡献，并在董事会不时合理要求下向公司及 / 或其股东提供意见；
- (f) 遵守（并尽最大努力促使公司遵守）《上市规则》（包括但不限于当中的《企业管治守则》）、《公司收购、合并及股份购回守则》、《证券及期货条例》（包括但不限于当中的第 XIVA 部及第 XV 部），以及（凡与集团及 / 或其董事有关）所有相关法例、法规及规例；及
- (g) 遵守公司不时生效的规则、规例、制度、政策及程序。

2.2 此外， 阁下将成为战略投资委员会主席以及公司合理地要求 阁下参与的其它委员会的成员。

3 终止

3.1 阁下的聘约在下列情况即告终止，而且 阁下无权享有任何赔偿：

- (a) 在建议重选 阁下的股东大会或股东周年大会上，阁下没有获委任为董事；
- (b) 股东大会通过决议案罢免 阁下的董事职务；或
- (c) 阁下根据公司的组织章程细则的规定离任，停止担任董事。

3.2 公司可在以下情况发出实时的书面通知，终止 阁下的聘约：

- (a) 阁下犯了严重的失当行为，或实质或重复违反 阁下作为董事应有的义务；
- (b) 阁下作出任何行为令公司的声誉受损；
- (c) 阁下破产或收到法院的临时命令，或 阁下与债权人私下达成和解；
- (d) 阁下因法院的任何法令而丧失担任董事的资格；或
- (e) 阁下触犯任何涉及诚信或诚实、或市场舞弊或内幕交易的刑事罪行。

4 薪酬

- 4.1 阁下在公司不收取董事袍金，但作为行政总裁将领取酬金为年薪人民币 128 万元人民币。
- 4.2 阁下履行职责时正当产生的合理费用（包括差旅费），可于 阁下出示收据时报销。如果情况需要 阁下就履行公司的职责而咨询独立的法律意见时，上述费用可同时包括法律费。

5 进行其它活动的限制

- 5.1 在任期间， 阁下不得直接或间接接受聘于、参与或涉及下列的业务或事业，或拥有其中权益或担任其中任何职位，除非事先征得董事会的书面同意，而且董事会不得无理地不给予同意：
- (a) 与公司或其任何附属公司存在竞争的业务（「附属公司」一词，按照《公司条例》第 2(4)条至 2(6)条（包括首尾两条）的定义）；或
 - (b) 属于任何该等业务的主要客户或供货商。
- 5.2 然而，第 5.1 条不禁止 阁下持有任何认可证券交易所的上市公司百份之五以上的已发行有投票权股份或债权证。

6 买卖股份

- 6.1 如果 阁下购买公司的权益，阁下应当把有关权益上报董事会。阁下亦必须让董事会在任何时候皆可及时全面知道《上市规则》第 13.51(2)条、第 13.51B 条及《上市规则》附录 C1 第 C1.5 段规定须披露的数据的任何改变。
- 6.2 除非依据公司关于董事进行证券交易的守则，否则 阁下或阁下的配偶、未成年子女、阁下拥有重大权益的法团不得买卖公司任何证券。

7 保密资料和公司文件

- 7.1 阁下履行职责期间，将可取得公司的保密资料（包括供盈利、技术知识、市场推广的详细数据，以及其它商业上的敏感数据，该等数据一旦泄露，将对公司有损）。无论任内

或任期届满后，阁下均必须将这些数据保密。除了正当履行董事的职责或依据任何法律规定外，阁下不得向其他方披露。

7.2 关于公司与其附属公司业务的文件和材料（不论是否由 阁下作出或撰写），均属公司或相关附属公司的财产。阁下必须应要求和在聘约终止时立即交还。

8 弥偿

8.1 阁下履行董事职责时，有权享有公司组织章程细则所列的弥偿和其它条文的利益。

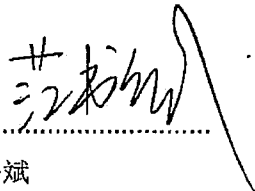
8.2 公司同意按照董事会认为合理的金额和条款，购买董事和行政人员的责任保险，并保持该等保险有效。阁下可享有公司按绝对酌情权为董事会其余成员购买的董事和行政人员责任保险的保障。

9 适用法律和司法管辖权

本聘书受香港法例的管辖，并按其诠释。双方愿意接受香港法院的司法管辖权管辖。

敬请 阁下签署和交回随函的复印本，确认同意上述条款。

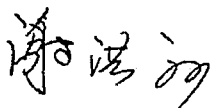
代表 Beijing Capital Grand Limited (首创钜大有限公司)



范书斌

谨启

本人同意上述有关担任 Beijing Capital Grand Limited (首创钜大有限公司)执行董事及行政总裁的条款。



谢洪毅

日期： 2024.2.8

私人密件

Beijing Capital Grand Limited
(首创钜大有限公司)

日期： 2024 年 10 月 29 日

范书斌先生

地址：北京市朝阳区安贞里三区 8 号楼 2 门 602 号

范书斌先生：

兹委任 阁下为 Beijing Capital Grand Limited (首创钜大有限公司) 之董事会主席（「主席」）兼执行董事。本聘书规定了 阁下出任 Beijing Capital Grand Limited (首创钜大有限公司)（「公司」）主席兼执行董事的条款。

1 聘约和任期

- 1.1 阁下的任期由 2024 年 10 月 29 日开始直至 2027 年 10 月 28 日为止。在没有出现第 3 条的情况下，以及除非任何一方向对方发出不少于一个月的书面通知，但需根据公司章程轮席告退及应选连任。

2 聘约范围

- 2.1 阁下担任主席兼执行董事，必须忠诚、勤勉和合法履行该职位一般附带的职务，包括但不限于：
- (a) 知道 阁下作为公司董事的职责与责任，并予以遵守，并付出履行 阁下的董事职责和责任合理所需的时间、精神及技能，包括但不限于 阁下按《香港联合交易所有限公司证券上市规则》（《上市规则》）规定的职责与责任；
 - (b) 准备和参与董事会会议，在涉及策略、政策、公司表现、问责性、资源、主要委任及操守准则等事宜上，提供意见；

- (c) 仔细检查公司的表现是否达到既定的企业目标和目的，并监督汇报公司表现的事宜；
- (d) 了解公司的经营方式、业务及发展，不时留意最新情况，出席股东大会，并积极关心公司的业务，包括跟进 阁下注意到任何欠妥事宜；
- (e) 透过提供富建设性及有根据的意见对公司制定策略及政策作出贡献，并在董事会不时合理要求下向公司及 / 或其股东提供意见；
- (f) 遵守（并尽最大努力促使公司遵守）《上市规则》（包括但不限于当中的《企业管治守则》）、《公司收购、合并及股份购回守则》、《证券及期货条例》（包括但不限于当中的第 XIVA 部及第 XV 部），以及（凡与集团及 / 或其董事有关）所有相关法例、法规及规例；及
- (g) 遵守公司不时生效的规则、规例、制度、政策及程序。

2.2 此外， 阁下将成为提名委员会主席以及公司合理地要求 阁下参与的其它委员会的成员。

3 终止

3.1 阁下的聘约在下列情况即告终止，而且 阁下无权享有任何赔偿：

- (a) 在建议重选 阁下的股东大会或股东周年大会上， 阁下没有获委任为董事；
- (b) 股东大会通过决议案罢免 阁下的董事职务；或
- (c) 阁下根据公司的组织章程细则的规定离任，停止担任董事。

3.2 公司可在以下情况发出实时的书面通知，终止 阁下的聘约：

- (a) 阁下犯了严重的失当行为，或实质或重复违反 阁下作为董事应有的义务；
- (b) 阁下作出任何行为令公司的声誉受损；
- (c) 阁下破产或收到法院的临时命令，或 阁下与债权人私下达成和解；
- (d) 阁下因法院的任何法令而丧失担任董事的资格；或
- (e) 阁下触犯任何涉及诚信或诚实、或市场舞弊或内幕交易的刑事罪行。

4 薪酬

4.1 阁下不在公司领取酬金。

4.2 阁下履行职责时正当产生的合理费用（包括差旅费），可于 阁下出示收据时报销。如果情况需要 阁下就履行公司的职责而咨询独立的法律意见时，上述费用可同时包括法律费。

5 进行其它活动的限制

5.1 在任期间， 阁下不得直接或间接受聘于、参与或涉及下列的业务或事业，或拥有其中权益或担任其中任何职位，除非事先征得董事会的书面同意，而且董事会不得无理地不给予同意：

(a) 与公司或其任何附属公司存在竞争的业务（「附属公司」一词，按照《公司条例》第 2(4)条至 2(6)条（包括首尾两条）的定义）；或

(b) 属于任何该等业务的主要客户或供货商。

5.2 然而，第 5.1 条不禁止 阁下持有任何认可证券交易所的上市公司百份之五以上的已发行有投票权股份或债权证。

6 买卖股份

6.1 如果 阁下购买公司的权益， 阁下应当把有关权益上报董事会。阁下亦必须让董事会在任何时候皆可及时全面知道《上市规则》第 13.51(2)条、第 13.51B 条及《上市规则》附录十四第 A.6.6 段规定须披露的数据的任何改变。

6.2 除非依据公司关于董事进行证券交易的守则，否则 阁下或阁下的配偶、未成年子女、 阁下拥有重大权益的法团不得买卖公司任何证券。

7 保密资料和公司文件

7.1 阁下履行职责期间，将可取得公司的保密资料（包括供盈利、技术知识、市场推广的详细数据，以及其它商业上的敏感数据，该等数据一旦泄露，将对公司有损）。无论任内或任期届满后， 阁下均必须将这些数据保密。除了正当履行董事的职责或依据任何法律规定外， 阁下不得向其他方披露。

7.2 关于公司与其附属公司业务的文件和材料（不论是否由 阁下作出或撰写），均属公司或相关附属公司的财产。 阁下必须应要求和在聘约终止时立即交还。

8 弥偿

8.1 阁下履行董事职责时，有权享有公司组织章程细则所列的弥偿和其它条文的利益。

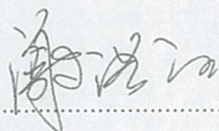
8.2 公司同意按照董事会认为合理的金额和条款，购买董事和行政人员的责任保险，并保持该等保险有效。阁下 可享有公司按绝对酌情权为董事会其余成员购买的董事和行政人员责任保险的保障。

9 适用法律和司法管辖权

本聘书受香港法例的管辖，并按其诠释。双方愿意接受香港法院的司法管辖权管辖。

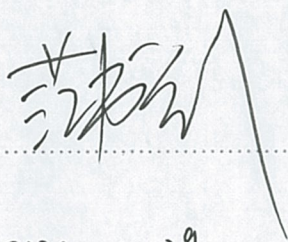
敬请 阁下签署和交回随函的复印本，确认同意上述条款。

代表 Beijing Capital Grand Limited (首创钜大有限公司)



谢洪毅

本人同意上述有关担任 Beijing Capital Grand Limited (首创钜大有限公司)主席兼执行董事的条款。



范书斌

日期: 2024. 10. 29.

私人密件

Beijing Capital Grand Limited
(首创钜大有限公司)

日期： 2024 年 5 月 21 日

王昊先生

地址：北京市朝阳区安立路 58 号中灿苑北 7 楼 1111 号

王昊先生：

兹委任 阁下为 Beijing Capital Grand Limited (首创钜大有限公司) 非执行董事。本聘书规定了 阁下出任 Beijing Capital Grand Limited (首创钜大有限公司) (「公司」) 非执行董事的条款。

1 聘约和任期

- 1.1 阁下的任期由 2024 年 5 月 21 日开始直至 2027 年 5 月 20 日为止。在没有出现第 3 条的情况下，以及除非任何一方向对方发出不少于一个月的书面通知，但需根据公司章程 轮席告退及应选连任。

2 聘约范围

- 2.1 阁下担任非执行董事，必须忠诚、勤勉和合法履行该职位一般附带的职务，包括但不限于：
- (a) 知道 阁下作为公司董事的职责与责任，并予以遵守，并付出履行 阁下的董事职责和责任合理所需的时间、精神及技能，包括但不限于 阁下按《香港联合交易所有限公司证券上市规则》（《上市规则》）规定的职责与责任；
 - (b) 准备和参与董事会会议，在涉及策略、政策、公司表现、问责性、资源、主要委任及操守准则等事宜上，提供意见；
 - (c) 仔细检查公司的表现是否达到既定的企业目标和目的，并监督汇报公司表现的事宜；

- (d) 了解公司的经营方式、业务及发展，不时留意最新情况，出席股东大会，并积极关心公司的业务，包括跟进 阁下注意到任何欠妥事宜；
 - (e) 透过提供富建设性及有根据的意见对公司制定策略及政策作出贡献，并在董事会不时合理要求下向公司及 / 或其股东提供意见；
 - (f) 遵守（并尽最大努力促使公司遵守）《上市规则》（包括但不限于当中的《企业管治守则》）、《公司收购、合并及股份购回守则》、《证券及期货条例》（包括但不限于当中的第 XIVA 部及第 XV 部），以及（凡与集团及 / 或其董事有关）所有相关法例、法规及规例；及
 - (g) 遵守公司不时生效的规则、规例、制度、政策及程序。
- 2.2 此外， 阁下将成为战略投资委员会成员，以及公司合理地要求 阁下参与的其它委员会的成员。

3 终止

- 3.1 阁下的聘约在下列情况即告终止，而且 阁下无权享有任何赔偿：
- (a) 在建议重选 阁下的股东大会或股东周年大会上， 阁下没有获委任为董事；
 - (b) 股东大会通过决议案罢免 阁下的董事职务；或
 - (c) 阁下根据公司的组织章程细则的规定离任，停止担任董事。
- 3.2 公司可在以下情况发出实时的书面通知，终止 阁下的聘约：
- (a) 阁下犯了严重的失当行为，或实质或重复违反 阁下作为董事应有的义务；
 - (b) 阁下作出任何行为令公司的声誉受损；
 - (c) 阁下破产或收到法院的临时命令，或 阁下与债权人私下达成和解；
 - (d) 阁下因法院的任何法令而丧失担任董事的资格；或
 - (e) 阁下触犯任何涉及诚信或诚实、或市场舞弊或内幕交易的刑事罪行。

4 薪酬

- 4.1 阁下不在公司领取酬金。
- 4.2 阁下履行职责时正当产生的合理费用（包括差旅费），可于 阁下出示收据时报销。如果情况需要 阁下就履行公司的职责而咨询独立的法律意见时，上述费用可同时包括法律费。

5 进行其他活动的限制

- 5.1 在任期间， 阁下不得直接或间接受聘于、参与或涉及下列的业务或事业，或拥有其中权益或担任其中任何职位，除非事先征得董事会的书面同意，而且董事会不得无理地不给予同意：
- (a) 与公司或其任何附属公司存在竞争的业务（「附属公司」一词，按照《公司条例》第 2(4)条至 2(6)条（包括首尾两条）的定义）；或
- (b) 属于任何公司业务的主要客户或供货商，
- 5.2 然而，第 5.1 条不禁止 阁下持有任何认可证券交易所的上市公司百份之五以上的已发行有投票权股份或债权证。

6 买卖股份

- 6.1 如果 阁下购买公司的权益， 阁下应当把有关权益上报董事会。阁下亦必须让董事会在任何时候皆可及时全面知道《上市规则》第 13.51(2)条、第 13.51B 条及《上市规则》附录 C1 第 C.1.5 段规定须披露的数据的任何改变。
- 6.2 除非依据公司关于董事进行证券交易的守则，否则 阁下或阁下的配偶、未成年子女、 阁下拥有重大权益的法团不得买卖公司任何证券。

7 保密资料和公司文件

- 7.1 阁下履行职责期间，将可取得公司的保密资料（包括供盈利、技术知识、市场推广的详细数据，以及其它商业上的敏感数据，该等数据一旦泄露，将对公司有损）。无论任内或任期届满后， 阁下均必须将这些数据保密。除了正当履行董事的职责或依据任何法律规定外， 阁下不得向其他方披露。

7.2 关于公司与其附属公司业务的文件和材料（不论是否由 阁下作出或撰写），均属公司或相关附属公司的财产。 阁下必须应要求和在聘约终止时立即交还。

8 弥偿

8.1 阁下履行董事职责时，有权享有公司组织章程细则所列的弥偿和其它条文的利益。

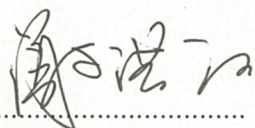
8.2 公司同意按照董事会认为合理的金额和条款，购买董事和行政人员的责任保险，并保持该等保险有效。阁下 可享有公司按绝对酌情权为董事会其余成员购买的董事和行政人员责任保险的保障。

9 适用法律和司法管辖权

本聘书受香港法例的管辖，并按其诠释。双方愿意接受香港法院的司法管辖权管辖。

敬请 阁下签署和交回随函的复印本，确认同意上述条款。

代表 Beijing Capital Grand Limited (首创钜大有限公司)



.....
谢洪毅

谨启

本人同意上述有关担任 Beijing Capital Grand Limited (首创钜大有限公司)非执行董事的条款。

.....
王昊

日期： 年 月 日

7.2 关于公司与其附属公司业务的文件和材料（不论是否由 阁下作出或撰写），均属公司或相关附属公司的财产。 阁下必须应要求和在聘约终止时立即交还。

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本聘书受香港法例的管辖，并按其诠释。双方愿意接受香港法院的司法管辖权管辖。

敬请 阁下签署和交回随函的复印本，确认同意上述条款。

代表 Beijing Capital Grand Limited (首创钜大有限公司)

.....
谢洪毅
谨启

本人同意上述有关担任 Beijing Capital Grand Limited (首创钜大有限公司)非执行董事的条款。

.....
王昊

日期: 2024年 5月21日

私人密件

Beijing Capital Grand Limited
(首创钜大有限公司)

日期： 2024 年 12 月 5 日

秦怡女士

地址：北京市朝阳区十里堡甲 1 号院 2 楼 1403 号

秦怡女士：

兹委任 阁下为 Beijing Capital Grand Limited (首创钜大有限公司) 非执行董事。本聘书规定了 阁下出任 Beijing Capital Grand Limited (首创钜大有限公司) (「公司」) 非执行董事的条款。

1 聘约和任期

- 1.1 阁下的任期由 2024 年 12 月 5 日开始直至 2027 年 12 月 4 日为止。在没有出现第 3 条的情况下，以及除非任何一方向对方发出不少于一个月的书面通知，但需根据公司章程轮席告退及应选连任。

2 聘约范围

- 2.1 阁下担任非执行董事，必须忠诚、勤勉和合法履行该职位一般附带的职务，包括但不限于：
- (a) 知道 阁下作为公司董事的职责与责任，并予以遵守，并付出履行 阁下的董事职责和责任合理所需的时间、精神及技能，包括但不限于 阁下按《香港联合交易所有限公司证券上市规则》（《上市规则》）规定的职责与责任；
 - (b) 准备和参与董事会会议，在涉及策略、政策、公司表现、问责性、资源、主要委任及操守准则等事宜上，提供意见；
 - (c) 仔细检查公司的表现是否达到既定的企业目标和目的，并监督汇报公司表现的事宜；

- (d) 了解公司的经营方式、业务及发展，不时留意最新情况，出席股东大会，并积极关心公司的业务，包括跟进 阁下注意到任何欠妥事宜；
- (e) 透过提供富建设性及有根据的意见对公司制定策略及政策作出贡献，并在董事会不时合理要求下向公司及 / 或其股东提供意见；
- (f) 遵守（并尽最大努力促使公司遵守）《上市规则》（包括但不限于当中的《企业管治守则》）、《公司收购、合并及股份回购守则》、《证券及期货条例》（包括但不限于当中的第 XIVA 部及第 XV 部），以及（凡与集团及 / 或其董事有关）所有相关法例、法规及规例；及
- (g) 遵守公司不时生效的规则、规例、制度、政策及程序。

2.2 此外， 阁下将成为薪酬委员会成员，以及公司合理地要求 阁下参与的其它委员会的成员。

3 终止

3.1 阁下的聘约在下列情况即告终止，而且 阁下无权享有任何赔偿：

- (a) 在建议重选 阁下的股东大会或股东周年大会上， 阁下没有获委任为董事；
- (b) 股东大会通过决议案罢免 阁下的董事职务；或
- (c) 阁下根据公司的组织章程细则的规定离任，停止担任董事。

3.2 公司可在以下情况发出实时的书面通知，终止 阁下的聘约：

- (a) 阁下犯了严重的失当行为，或实质或重复违反 阁下作为董事应有的义务；
- (b) 阁下作出任何行为令公司的声誉受损；
- (c) 阁下破产或收到法院的临时命令，或 阁下与债权人私下达成和解；
- (d) 阁下因法院的任何法令而丧失担任董事的资格；或
- (e) 阁下触犯任何涉及诚信或诚实、或市场舞弊或内幕交易的刑事罪行。

4 薪酬

- 4.1 阁下不在公司领取薪金。
- 4.2 阁下履行职责时正当产生的合理费用（包括差旅费），可于 阁下出示收据时报销。如果情况需要 阁下就履行公司的职责而咨询独立的法律意见时，上述费用可同时包括法律费。

5 进行其他活动的限制

- 5.1 在任期间， 阁下不得直接或间接受聘于、参与或涉及下列的业务或事业，或拥有其中权益或担任其中任何职位，除非事先征得董事会的书面同意，而且董事会不得无理地不给予同意：
- (a) 与公司或其任何附属公司存在竞争的业务（「附属公司」一词，按照《公司条例》第 2(4)条至 2(6)条（包括首尾两条）的定义）；或
- (b) 属于任何公司业务的主要客户或供货商，
- 5.2 然而，第 5.1 条不禁止 阁下持有任何认可证券交易所的上市公司百份之五以上的已发行有投票权股份或债权证。

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- 6.1 如果 阁下购买公司的权益， 阁下应当把有关权益上报董事会。阁下亦必须让董事会在任何时候皆可及时全面知道《上市规则》第 13.51(2)条、第 13.51B 条及《上市规则》附录 C1 第 C.1.5 段规定须披露的数据的任何改变。
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7 保密资料和公司文件

- 7.1 阁下履行职责期间，将可取得公司的保密资料（包括供盈利、技术知识、市场推广的详细数据，以及其它商业上的敏感数据，该等数据一旦泄露，将对公司有损）。无论任内或任期届满后， 阁下均必须将这些数据保密。除了正当履行董事的职责或依据任何法律规定外， 阁下不得向其他方披露。

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8 弥偿

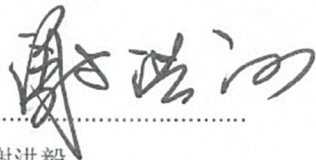
- 8.1 阁下履行董事职责时，有权享有公司组织章程细则所列的弥偿和其它条文的利益。
- 8.2 公司同意按照董事会认为合理的金额和条款，购买董事和行政人员的责任保险，并保持该等保险有效。阁下 可享有公司按绝对酌情权为董事会其余成员购买的董事和行政人员责任保险的保障。

9 适用法律和司法管辖权

本聘书受香港法例的管辖，并按其诠释。双方愿意接受香港法院的司法管辖权管辖。

敬请 阁下签署和交回随函的复印本，确认同意上述条款。

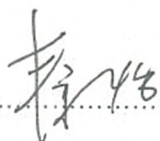
代表 Beijing Capital Grand Limited (首创钜大有限公司)



.....
谢洪毅

谨启

本人同意上述有关担任 Beijing Capital Grand Limited (首创钜大有限公司)非执行董事的条款。



.....
秦怡

日期： 年 月 日

2024. 12. 5.

私人密件

Beijing Capital Grand Limited
(首创钜大有限公司)

日期: 2024年4月18日

翟森林先生

地址: 北京市朝阳区光华路甲9号1楼2单元2305号

翟森林先生:

兹委任 阁下为 Beijing Capital Grand Limited (首创钜大有限公司) 非执行董事。本聘书规定了 阁下出任 Beijing Capital Grand Limited (首创钜大有限公司) (「公司」) 非执行董事的条款。

1 聘约和任期

- 1.1 阁下的任期由 2024 年 4 月 18 日开始直至 2027 年 4 月 17 日为止。在没有出现第 3 条的情况下, 以及除非任何一方向对方发出不少于一个月的书面通知, 但需根据公司章程轮席告退及应选连任。

2 聘约范围

- 2.1 阁下担任非执行董事, 必须忠诚、勤勉和合法履行该职位一般附带的职务, 包括但不限于:
- (a) 知道 阁下作为公司董事的职责与责任, 并予以遵守, 并付出履行 阁下的董事职责和责任合理所需的时间、精神及技能, 包括但不限于 阁下按《香港联合交易所有限公司证券上市规则》(《上市规则》) 规定的职责与责任;
 - (b) 准备和参与董事会会议, 在涉及策略、政策、公司表现、问责性、资源、主要委任及操守准则等事宜上, 提供意见;
 - (c) 仔细检查公司的表现是否达到既定的企业目标和目的, 并监督汇报公司表现的事宜;

-
- (d) 了解公司的经营方式、业务及发展，不时留意最新情况，出席股东大会，并积极关心公司的业务，包括跟进 阁下注意到任何欠妥事宜；
 - (e) 透过提供富建设性及有根据的意见对公司制定策略及政策作出贡献，并在董事会不时合理要求下向公司及 / 或其股东提供意见；
 - (f) 遵守（并尽最大努力促使公司遵守）《上市规则》（包括但不限于当中的《企业管治守则》）、《公司收购、合并及股份购回守则》、《证券及期货条例》（包括但不限于当中的第 XIVA 部及第 XV 部），以及（凡与集团及 / 或其董事有关）所有相关法例、法规及规例；及
 - (g) 遵守公司不时生效的规则、规例、制度、政策及程序。

2.2 此外， 阁下将成为提名委员会成员，战略投资委员会成员以及公司合理地要求 阁下参与的其它委员会的成员。

3 终止

3.1 阁下的聘约在下列情况即告终止，而且 阁下无权享有任何赔偿：

- (a) 在建议重选 阁下的股东大会或股东周年大会上， 阁下没有获委任为董事；
- (b) 股东大会通过决议案罢免 阁下的董事职务；或
- (c) 阁下根据公司的组织章程细则的规定离任，停止担任董事。

3.2 公司可在以下情况发出实时的书面通知，终止 阁下的聘约：

- (a) 阁下犯了严重的失当行为，或实质或重复违反 阁下作为董事应有的义务；
- (b) 阁下作出任何行为令公司的声誉受损；
- (c) 阁下破产或收到法院的临时命令，或 阁下与债权人私下达成和解；
- (d) 阁下因法院的任何法令而丧失担任董事的资格；或
- (e) 阁下触犯任何涉及诚信或诚实、或市场舞弊或内幕交易的刑事罪行。

4 薪酬

4.1 阁下不在公司领取酬金。

4.2 阁下履行职责时正当产生的合理费用（包括差旅费），可于 阁下出示收据时报销。如果情况需要 阁下就履行公司的职责而咨询独立的法律意见时，上述费用可同时包括法律费。

5 进行其他活动的限制

5.1 在任期间， 阁下不得直接或间接受聘于、参与或涉及下列的业务或事业，或拥有其中权益或担任其中任何职位，除非事先征得董事会的书面同意，而且董事会不得无理地不给予同意：

(a) 与公司或其任何附属公司存在竞争的业务（「附属公司」一词，按照《公司条例》第 2(4)条至 2(6)条（包括首尾两条）的定义）；或

(b) 属于任何公司业务的主要客户或供货商，

5.2 然而，第 5.1 条不禁止 阁下持有任何认可证券交易所的上市公司百份之五以上的已发行有投票权股份或债权证。

6 买卖股份

6.1 如果 阁下购买公司的权益， 阁下应当把有关权益上报董事会。阁下亦必须让董事会在任何时候皆可及时全面知道《上市规则》第 13.51(2)条、第 13.51B 条及《上市规则》附录 C1 第 C.1.5 段规定须披露的数据的任何改变。

6.2 除非依据公司关于董事进行证券交易的守则，否则 阁下或阁下的配偶、未成年子女、 阁下拥有重大权益的法团不得买卖公司任何证券。

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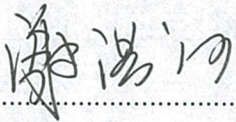
8.2 公司同意按照董事会认为合理的金额和条款，购买董事和行政人员的责任保险，并保持该等保险有效。阁下 可享有公司按绝对酌情权为董事会其余成员购买的董事和行政人员责任保险的保障。

9 适用法律和司法管辖权

本聘书受香港法例的管辖，并按其诠释。双方愿意接受香港法院的司法管辖权管辖。

敬请 阁下签署和交回随函的复印本，确认同意上述条款。

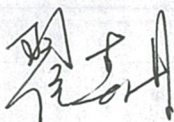
代表 Beijing Capital Grand Limited (首创钜大有限公司)



谢洪毅

谨启

本人同意上述有关担任 Beijing Capital Grand Limited (首创钜大有限公司)非执行董事的条款。



翟森林

日期: 2024年4月18日

Private & Confidential

BEIJING CAPITAL GRAND LIMITED

Mr. Yeung Chi Tat (楊志達先生)

Address: Unit E, 60/F, Tower3, Vision City, 1 Yeung Uk Road, Hong Kong

Dear Mr. Yeung Chi Tat,

Appointment as an independent non-executive director of Beijing Capital Grand Limited

This letter records the terms on which you are to serve as an independent non-executive director of Beijing Capital Grand Limited (the **Company**). It is agreed that this letter is a contract for services and is not a contract of employment.

1 Appointment and duration

- 1.1 Subject to the remaining provisions of this letter, your appointment shall commence immediately from 9 May 2023 on signature of this letter and, subject to clause 3, shall continue for a period of three years unless terminated by either party giving to the other not less than three months notice in writing.

2 Scope of appointment

- 2.1 As an independent non-executive director you will faithfully, diligently and lawfully perform the duties normally attendant on that office, including but not limited to:
- (a) knowing and complying with your duties and responsibilities as a director of the Company (individually and collectively) and devoting such of your time, attention and skill as may reasonably be required for performing the duties and responsibilities of your office (including but not limited to your duties and responsibilities under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the **Listing Rules**), Companies Law (2020 Revisions) of the Cayman Islands (the **Companies Law**), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the **SFO**) and rules and codes thereunder, and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) (the **Takeovers Code**));

- (b) preparing for, devoting time to attend, and participating in Board meetings and the meetings of the Board's committee(s) (if appointed thereto by the Board) to bring an independent judgement to bear on issues of strategy, policy, performance, accountability, resources, key appointments and standards of conduct;
- (c) taking the lead where potential conflicts of interest arise;
- (d) scrutinising the Company's performance in achieving agreed corporate goals and objectives, and monitoring performance reporting;
- (e) knowing and keeping abreast of the conduct, business activities and development of the Company, attending general meetings and taking an active interest in the affairs of the Company, including following up on anything untoward that comes to your attention;
- (f) contributing to the development of the Company's strategy and policies through independent, constructive and informed comments and providing advice to the Company and/or its shareholders as the Board may from time to time reasonably require;
- (g) complying with (and use your best endeavours to procure that the Company complies with) the Listing Rules (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers and the Corporate Governance Code therein and any related guidance letters or guidelines), the Takeovers Code, the SFO (including but not limited to Part XIVA and Part XV therein) and all relevant laws, statutes and regulations (insofar as they relate to the Company and any of its subsidiaries (the "Group") and/or their directors), as well as any guidance provided by The Stock Exchange of Hong Kong Limited (the **Stock Exchange**) or any other regulatory body; and
- (h) complying with the Company's Memorandum and Articles of Association, rules, regulations, systems, code, policies and procedures (including but not limited to those relating to diversity, whistleblowing, anti-corruption, risk management and internal control) from time to time in force.

2.2 In addition, you will be a chairman of the Audit Committee, a member of the Remuneration Committee, the Nomination Committee and such other Committees that you are reasonably requested to sit on. You further agree to provide your service and opinion in circumstances anticipated by Chapter 14A of the Listing Rules.

3 Termination

3.1 Your appointment is subject to the Articles of Association of the Company (as amended from time to time) and will terminate immediately without any entitlement to compensation if:

- (a) you are not appointed as a director at any annual general meeting or at any general meeting of shareholders at which you are proposed for re-election;
- (b) you are removed as a director by resolution passed at a general meeting of shareholders; or
- (c) you cease to be a director by reason of your vacating office pursuant to any provision of the Company's Articles of Association.

3.2 Your appointment may be terminated by the Company by summary notice in writing if you:

- (a) have become guilty of any serious misconduct or committed any material or repeated breach of your obligations as a director;
- (b) are guilty of conduct tending to bring the Company into disrepute;
- (c) become bankrupt or have an interim order made against you, or if you compound with your creditors generally;
- (d) are disqualified from being a director by reason of any court order or for any reasons stipulated under the Company's Articles of Association; or
- (e) have been convicted of a criminal offence relating to integrity or honesty or of market abuse or insider dealing.

3.3 On the termination of your appointment, you shall (if you have not already ceased to be a director of the Company), at the request of the Company resign from your office as a director of the Company, a member of any of the Board's committees and all offices held by you in any subsidiary of the Company.

4 Remuneration

4.1 You will be entitled to a fee for your services as independent non-executive director at the rate of HK\$280,000 per annum, such fee to accrue from day to day and to be payable monthly in arrears on the last day of each calendar month. You will be responsible for payment of all taxes arising from the remuneration in accordance with the relevant rules and regulations. Your remuneration shall be subject to review by the remuneration committee of the Board.

4.2 In addition, you will be entitled to be repaid your reasonable expenses (including travelling expenses) properly incurred in the performance of your duties, on production of a receipt. Your expenses may include legal fees if circumstances should arise in which it is necessary for you to seek independent legal advice about the performance of your duties with the Company. In such a situation, you must raise the matter with me in advance.

- 4.3 By acceptance of this appointment, you also agree and acknowledge that you only enter into this appointment as a contract for service on your own account and not as an employee (as that term is defined in the Employment Ordinance (Chapter 57 of the Laws of Hong Kong)).

5 Restrictions on other activities

- 5.1 During the term of your appointment you 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 2(4) to 2(6), inclusive, of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)); or
- (b) is a significant customer or supplier of any such business.

- 5.2 However, nothing in paragraph 5.1 shall prohibit you from holding not more than [five] per cent of the issued [voting] shares or debentures of any company listed on any recognised stock exchange.

6 Independence and dealings in shares

- 6.1 You hereby undertake to comply with Rule 3.13 of the Listing Rules (including but not limited to submitting written confirmation(s) on your independence to the Stock Exchange) at all times and to promptly notify the Board of any interests or business dealings which you have or acquired or any change in circumstances, which might reasonably be thought (by reference to Rule 3.13 of the Listing Rules or otherwise) to jeopardise your independence from the Company.
- 6.2 You hereby undertake to the Company that you will keep the Board at all times promptly and fully informed of (a) the information required to be disclosed pursuant to Rule 13.51(2), Rule 13.51B of the Listing Rules and Paragraph A.6.6 of Appendix 14 to the Listing Rules; (b) any business or other activities of you or your family member which would cause a conflict of interest between you or any member of your family and a member of the Group; and (c) any potential infringement or breach of the Listing Rules (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers and the Corporate Governance Code therein and any related guidance letters or guidelines) by you or your family member, and any subsequent changes to such circumstances.
- 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 and the Listing Rules.

- 6.4 You shall ensure that you will allocate sufficient time to discharge your responsibilities as a director of the Company. In the event that you hold seven or more directorships in any company listed on any recognised stock exchange, you undertake to inform the Company immediately.

7 Confidential Information and company documents

- 7.1 During the course of your duties, you 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 you have been told or which you reasonably ought to know is confidential information). Both during the term of your appointment (other than in the proper performance of your duties) and after its termination, you must keep this information confidential and shall not divulge or communicate it to any person, company, business entity or other organisation, shall not use it for your own purposes or for any purposes other than those of the Company, and shall not cause any unauthorised 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 your default.
- 7.2 All documents and materials (whether made or created by you) relating to the business of the Company and its subsidiaries shall remain the property of the Company or the relevant subsidiary. You must hand them over on demand and in any event, immediately that your appointment terminates.

8 Reasonableness of restrictions

- 8.1 You recognise that during your appointment you will have access to and come into contact with trade secrets and confidential information belonging to the Company and/or its subsidiaries. You therefore agree 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 your appointment.

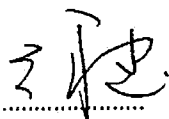
9 Choice of law and jurisdiction

- 9.1 This appointment letter shall be governed by and construed in accordance with Hong Kong law 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.


[Signature appears on the next page]

Yours sincerely
for and on behalf of Beijing Capital Grand Limited

Handwritten signature in Chinese characters, appearing to be '王健' (Wang Jian), written in black ink above a dotted line.

Director

I agree to the above terms of appointment as an independent non-executive director of Beijing Capital Grand Limited.



.....
Yeung Chi Tat (楊志達)

Dated: 19 / 5 / 23

Private & Confidential

BEIJING CAPITAL GRAND LIMITED

Ms. Huang Wei (黃瑤女士)

Address: Flat1,11/F., K Block, Beverly Hill, 6 Broadwood Road, Happy Valley, Hong Kong

Dear Ms. Huang Wei,

Appointment as an independent non-executive director of Beijing Capital Grand Limited

This letter records the terms on which you are to serve as an independent non-executive director of Beijing Capital Grand Limited (the **Company**). It is agreed that this letter is a contract for services and is not a contract of employment.

1 Appointment and duration

- 1.1 Subject to the remaining provisions of this letter, your appointment shall commence immediately from 9 May 2023 on signature of this letter and, subject to clause 3, shall continue for a period of three years unless terminated by either party giving to the other not less than three months notice in writing.

2 Scope of appointment

- 2.1 As an independent non-executive director you will faithfully, diligently and lawfully perform the duties normally attendant on that office, including but not limited to:
- (a) knowing and complying with your duties and responsibilities as a director of the Company (individually and collectively) and devoting such of your time, attention and skill as may reasonably be required for performing the duties and responsibilities of your office (including but not limited to your duties and responsibilities under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the **Listing Rules**), Companies Law (2020 Revisions) of the Cayman Islands (the **Companies Law**), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the **SFO**) and rules and codes thereunder, and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) (the **Takeovers Code**);

- (b) preparing for, devoting time to attend, and participating in Board meetings and the meetings of the Board's committee(s) (if appointed thereto by the Board) to bring an independent judgement to bear on issues of strategy, policy, performance, accountability, resources, key appointments and standards of conduct;
- (c) taking the lead where potential conflicts of interest arise;
- (d) scrutinising the Company's performance in achieving agreed corporate goals and objectives, and monitoring performance reporting;
- (e) knowing and keeping abreast of the conduct, business activities and development of the Company, attending general meetings and taking an active interest in the affairs of the Company, including following up on anything untoward that comes to your attention;
- (f) contributing to the development of the Company's strategy and policies through independent, constructive and informed comments and providing advice to the Company and/or its shareholders as the Board may from time to time reasonably require;
- (g) complying with (and use your best endeavours to procure that the Company complies with) the Listing Rules (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers and the Corporate Governance Code therein and any related guidance letters or guidelines), the Takeovers Code, the SFO (including but not limited to Part XIVA and Part XV therein) and all relevant laws, statutes and regulations (insofar as they relate to the Company and any of its subsidiaries (the "Group") and/or their directors), as well as any guidance provided by The Stock Exchange of Hong Kong Limited (the **Stock Exchange**) or any other regulatory body; and
- (h) complying with the Company's Memorandum and Articles of Association, rules, regulations, systems, code, policies and procedures (including but not limited to those relating to diversity, whistleblowing, anti-corruption, risk management and internal control) from time to time in force.

2.2 In addition, you will be a chairman of the Remuneration Committee, a member of the Audit Committee, the Nomination Committee and such other Committees that you are reasonably requested to sit on. You further agree to provide your service and opinion in circumstances anticipated by Chapter 14A of the Listing Rules.

3 Termination

3.1 Your appointment is subject to the Articles of Association of the Company (as amended from time to time) and will terminate immediately without any entitlement to compensation if:

- (a) you are not appointed as a director at any annual general meeting or at any general meeting of shareholders at which you are proposed for re-election;
 - (b) you are removed as a director by resolution passed at a general meeting of shareholders; or
 - (c) you cease to be a director by reason of your vacating office pursuant to any provision of the Company's Articles of Association.
- 3.2 Your appointment may be terminated by the Company by summary notice in writing if you:
- (a) have become guilty of any serious misconduct or committed any material or repeated breach of your obligations as a director;
 - (b) are guilty of conduct tending to bring the Company into disrepute;
 - (c) become bankrupt or have an interim order made against you, or if you compound with your creditors generally;
 - (d) are disqualified from being a director by reason of any court order or for any reasons stipulated under the Company's Articles of Association; or
 - (e) have been convicted of a criminal offence relating to integrity or honesty or of market abuse or insider dealing.
- 3.3 On the termination of your appointment, you shall (if you have not already ceased to be a director of the Company), at the request of the Company resign from your office as a director of the Company, a member of any of the Board's committees and all offices held by you in any subsidiary of the Company.

4 Remuneration

- 4.1 You will be entitled to a fee for your services as independent non-executive director at the rate of HK\$280,000 per annum, such fee to accrue from day to day and to be payable monthly in arrears on the last day of each calendar month. You will be responsible for payment of all taxes arising from the remuneration in accordance with the relevant rules and regulations. Your remuneration shall be subject to review by the remuneration committee of the Board.
- 4.2 In addition, you will be entitled to be repaid your reasonable expenses (including travelling expenses) properly incurred in the performance of your duties, on production of a receipt. Your expenses may include legal fees if circumstances should arise in which it is necessary for you to seek independent legal advice about the performance of your duties with the Company. In such a situation, you must raise the matter with me in advance.

- 4.3 By acceptance of this appointment, you also agree and acknowledge that you only enter into this appointment as a contract for service on your own account and not as an employee (as that term is defined in the Employment Ordinance (Chapter 57 of the Laws of Hong Kong)).

5 Restrictions on other activities

- 5.1 During the term of your appointment you 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 2(4) to 2(6), inclusive, of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)); or
 - (b) is a significant customer or supplier of any such business.
- 5.2 However, nothing in paragraph 5.1 shall prohibit you from holding not more than [five] per cent of the issued [voting] shares or debentures of any company listed on any recognised stock exchange.

6 Independence and dealings in shares

- 6.1 You hereby undertake to comply with Rule 3.13 of the Listing Rules (including but not limited to submitting written confirmation(s) on your independence to the Stock Exchange) at all times and to promptly notify the Board of any interests or business dealings which you have or acquired or any change in circumstances, which might reasonably be thought (by reference to Rule 3.13 of the Listing Rules or otherwise) to jeopardise your independence from the Company.
- 6.2 You hereby undertake to the Company that you will keep the Board at all times promptly and fully informed of (a) the information required to be disclosed pursuant to Rule 13.51(2), Rule 13.51B of the Listing Rules and Paragraph A.6.6 of Appendix 14 to the Listing Rules; (b) any business or other activities of you or your family member which would cause a conflict of interest between you or any member of your family and a member of the Group; and (c) any potential infringement or breach of the Listing Rules (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers and the Corporate Governance Code therein and any related guidance letters or guidelines) by you or your family member, and any subsequent changes to such circumstances.
- 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 and the Listing Rules.

- 6.4 You shall ensure that you will allocate sufficient time to discharge your responsibilities as a director of the Company. In the event that you hold seven or more directorships in any company listed on any recognised stock exchange, you undertake to inform the Company immediately.

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- 7.1 During the course of your duties, you 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 you have been told or which you reasonably ought to know is confidential information). Both during the term of your appointment (other than in the proper performance of your duties) and after its termination, you must keep this information confidential and shall not divulge or communicate it to any person, company, business entity or other organisation, shall not use it for your own purposes or for any purposes other than those of the Company, and shall not cause any unauthorised 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 your default.
- 7.2 All documents and materials (whether made or created by you) relating to the business of the Company and its subsidiaries shall remain the property of the Company or the relevant subsidiary. You must hand them over on demand and in any event, immediately that your appointment terminates.

8 Reasonableness of restrictions

- 8.1 You recognise that during your appointment you will have access to and come into contact with trade secrets and confidential information belonging to the Company and/or its subsidiaries. You therefore agree 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 your appointment.

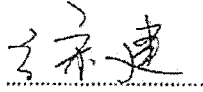
9 Choice of law and jurisdiction

- 9.1 This appointment letter shall be governed by and construed in accordance with Hong Kong law 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.

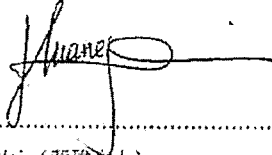
[Signature appears on the next page]

Yours sincerely
for and on behalf of Beijing Capital Grand Limited

Handwritten signature in Chinese characters, appearing to be '李永建' (Li Yongjian), written in black ink above a dotted line.

Director

I agree to the above terms of appointment as an independent non-executive director of Beijing Capital Grand Limited.

A handwritten signature in black ink, appearing to read 'Huang Wei', written over a horizontal dotted line.

Huang Wei (黄玮女士)

Dated:

2023.5.9.

Private & Confidential

BEIJING CAPITAL GRAND LIMITED

Mr. Xu Weiguo (許衛國先生)

Address: 5D, Building 3, Shengshi Pengcheng Garden, Bagua 1st Road, Futian District, Shenzhen, China

Dear Mr. Xu Weiguo,

Appointment as an independent non-executive director of Beijing Capital Grand Limited

This letter records the terms on which you are to serve as an independent non-executive director of Beijing Capital Grand Limited (the Company). It is agreed that this letter is a contract for services and is not a contract of employment.

1 Appointment and duration

- 1.1 Subject to the remaining provisions of this letter, your appointment shall commence immediately from 9 May 2023 on signature of this letter and, subject to clause 3, shall continue for a period of three years unless terminated by either party giving to the other not less than three months notice in writing.

2 Scope of appointment

- 2.1 As an independent non-executive director, you will faithfully, diligently and lawfully perform the duties normally attendant on that office, including but not limited to:
- (a) knowing and complying with your duties and responsibilities as a director of the Company (individually and collectively) and devoting such of your time, attention and skill as may reasonably be required for performing the duties and responsibilities of your office (including but not limited to your duties and responsibilities under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the Listing Rules), Companies Law (2020 Revisions) of the Cayman Islands (the Companies Law), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the SFO) and rules and codes thereunder, and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) (the Takeovers Code));

- (b) preparing for, devoting time to attend and participating in Board meetings and the meetings of the Board's committee(s) (if appointed thereto by the Board) to bring an independent judgement to bear on issues of strategy, policy, performance, accountability, resources, key appointments and standards of conduct;
- (c) taking the lead where potential conflicts of interest arise;
- (d) scrutinising the Company's performance in achieving agreed corporate goals and objectives, and monitoring performance reporting;
- (e) knowing and keeping abreast of the conduct, business activities and development of the Company, attending general meetings and taking an active interest in the affairs of the Company, including following up on anything untoward that comes to your attention;
- (f) contributing to the development of the Company's strategy and policies through independent, constructive and informed comments and providing advice to the Company and/or its shareholders as the Board may from time to time reasonably require;
- (g) complying with (and use your best endeavours to procure that the Company complies with) the Listing Rules (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers and the Corporate Governance Code therein and any related guidance letters or guidelines), the Takeovers Code, the SFO (including but not limited to Part XIVA and Part XV therein) and all relevant laws, statutes and regulations (insofar as they relate to the Company and any of its subsidiaries (the "Group") and/or their directors), as well as any guidance provided by The Stock Exchange of Hong Kong Limited (the Stock Exchange) or any other regulatory body; and
- (h) complying with the Company's Memorandum and Articles of Association, rules, regulations, systems, code, policies and procedures (including but not limited to those relating to diversity, whistleblowing, anti-corruption, risk management and internal control) from time to time in force.

2.2 In addition, you will be a member of the Audit Committee, the Remuneration Committee, the Nomination Committee, the Strategic Investment Committee and such other Committees that you are reasonably requested to sit on. You further agree to provide your service and opinion in circumstances anticipated by Chapter 14A of the Listing Rules.

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or
- (c) you cease to be a director by reason of your vacating office pursuant to any provision of the Company's Articles of Association.

3.2 Your appointment may be terminated by the Company by summary notice in writing if you:

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- (c) become bankrupt or have an interim order made against you, or if you compound with your creditors generally;
- (d) are disqualified from being a director by reason of any court order or for any reasons stipulated under the Company's Articles of Association; or
- (e) have been convicted of a criminal offence relating to integrity or honesty or of market abuse or insider dealing.

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- (a) competes with the business of the Company or any of its subsidiaries (as the term "subsidiary" is defined in Section 2(4) to 2(6), inclusive, of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)); or
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- 5.2 However, nothing in paragraph 5.1 shall prohibit you from holding not more than [five] per cent of the issued [voting] shares or debentures of any company listed on any recognised stock exchange.

6 Independence and dealings in shares

- 6.1 You hereby undertake to comply with Rule 3.13 of the Listing Rules (including but not limited to submitting written confirmation(s) on your independence to the Stock Exchange) at all times and to promptly notify the Board of any interests or business dealings which you have or acquired or any change in circumstances, which might reasonably be thought (by reference to Rule 3.13 of the Listing Rules or otherwise) to jeopardise your independence from the Company.
- 6.2 You hereby undertake to the Company that you will keep the Board at all times promptly and fully informed of (a) the information required to be disclosed pursuant to Rule 13.51(2), Rule 13.51B of the Listing Rules and Paragraph A.6.6 of Appendix 14 to the Listing Rules; (b) any business or other activities of you or your family member which would cause a conflict of interest between you or any member of your family and a member of the Group; and (c) any potential infringement or breach of the Listing Rules (including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers and the Corporate Governance Code therein and any related guidance letters or guidelines) by you or your family member, and any subsequent changes to such circumstances.
- 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 and the Listing Rules.

- 6.4 You shall ensure that you will allocate sufficient time to discharge your responsibilities as a director of the Company. In the event that you hold seven or more directorships in any company listed on any recognised stock exchange, you undertake to inform the Company immediately.

7 Confidential Information and company documents

- 7.1 During the course of your duties, you 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 you have been told or which you reasonably ought to know is confidential information). Both during the term of your appointment (other than in the proper performance of your duties) and after its termination, you must keep this information confidential and shall not divulge or communicate it to any person, company, business entity or other organisation, shall not use it for your own purposes or for any purposes other than those of the Company, and shall not cause any unauthorised 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 your default.
- 7.2 All documents and materials (whether made or created by you) relating to the business of the Company and its subsidiaries shall remain the property of the Company or the relevant subsidiary. You must hand them over on demand and in any event, immediately that your appointment terminates.

8 Reasonableness of restrictions

- 8.1 You recognise that during your appointment you will have access to and come into contact with trade secrets and confidential information belonging to the Company and/or its subsidiaries. You therefore agree 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 your appointment.

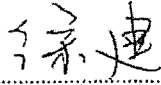
9 Choice of law and jurisdiction

- 9.1 This appointment letter shall be governed by and construed in accordance with Hong Kong law 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.

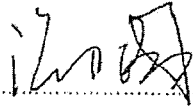
[Signature appears on the next page]

Yours sincerely
for and on behalf of Beijing Capital Grand Limited



.....
Director

I agree to the above terms of appointment as an independent non-executive director of Beijing Capital Grand Limited.



.....
Xu Weiguo (許衛國)

Dated:

2023.5.9.