



KIN YAT HOLDINGS COMPANY LIMITED

建溢集團有限公司

(incorporated in Bermuda with limited liability)

Company's copy

Date: 21 July 2023

Mr CHAN Yim Por Bonnie

Address: FLT HSE 9 MOUNT REGALIA, NO. 23 LAI PING RD, SHATIN, HONG KONG

Dear Mr Chan,

Kin Yat Holdings Limited (the "Company") Appointment of Independent Non-Executive Director

We are very pleased to hereby write to confirm the terms and conditions of the appointment of your goodself as an independent non-executive director of the Company as follows:

- (1) This Service Contract shall only become effective upon the shareholders' approval of the election of you as an independent non-executive director of the Company (an "**Independent Non-Executive Director**") at the annual general meeting of the Company for the year ended 31 March 2023 (the "**AGM 2023**") to be held on 28 August 2023 or any adjournment thereof. Upon this Service Contract becoming effective, you shall act as an Independent Non-Executive Director subject to the terms and conditions hereinafter provided.
- (2) Subject to paragraphs (1), (11) and (12) herein, your appointment as an Independent Non-Executive Director shall be for a term of 3 years commencing immediately after the conclusion of the AGM 2023 or any adjournment thereof and expiring on the third year anniversary date of such commencement date (both days inclusive).
- (3) During the term of your appointment, you will also be served as a member of the audit committee, remuneration committee and nomination committee of the Company as established in accordance with Appendix 14 to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**").
- (4) During the term of your appointment, your remuneration will be HK\$300,000 (Hong Kong Dollars Three Hundred Thousand Only) per annum (or such other fee as reviewed and agreed by you and us and approved by the remuneration committee of the Company), payable twice a year in two equal installments in arrears.
- (5) The Company shall, subject to the production of receipts of other evidence satisfactory to the board of directors of the Company, reimburse all your travelling, hotel, entertainment and other out-of-pocket expenses properly and reasonably incurred by you in or about the discharge of your duties hereunder.
- (6) Your appointment is subject to the provisions of the Company's bye-laws (the "**Bye-Laws**") in force from time to time, the Listing Rules and all other applicable laws, rules and regulations. You are particularly referred to Clause 11 of the Staff Menu of the Company (a copy of which can be obtained from the administrative office) in relation to regulations of the Company on insider dealings and trading of the Company's shares.
- (7) As an Independent Non-Executive Director, you are required to observe and comply with

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the independence requirements as set out in rule 3.13 of the Listing Rules and are required to provide an annual confirmation of your independence to the Company. By accepting this appointment, you will be deemed to have represented to the Company and The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) that you have satisfied the above requirements to act as an Independent Non-Executive Director. You undertake to inform the Company promptly upon you are aware of any event which may affect your independence requirements under the Listing Rules.

(8) You shall disclose your interests, including those of your associates (as defined under the Listing Rules), to the board of directors of the Company and be abstained from voting in relation to a resolution regarding any contract or arrangement in which you or your associate may have any material interest.

(9) You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Independent Non-Executive Director. These will include (but not limited to) attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member, including meetings of the audit committee, remuneration committee and nomination committee.

(10) In the discharge of your duties and functions as an Independent Non-Executive Director, you shall observe and comply with all lawful directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws 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 observe, and use your best endeavours to procure that the Company and its subsidiaries (together, the “**Group**”) observe the rules and regulations of the Stock Exchange and the Hong Kong Codes on Takeovers and Mergers and Share Repurchases and other laws, regulations and rules applicable to the Group.

(11) You shall not, either during the term of your appointment as an Independent Non-Executive Director or at any time thereafter:

(a) use or divulge or communicate, or permit the use, divulge or communication, 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 it 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, or permit the use, for your own purpose or for any purposes 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

Note: confidential information referred to in this paragraph does not exclude any information or knowledge which may come into the public domain (otherwise than through your default).

(12) Apart from being a professional adviser or a consultant without involving in the management or operation of that business or enterprise, 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 or enterprise which, directly or indirectly, 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.



(13) You shall promptly upon request by the Company or in any event upon your ceasing to be an Independent Non-Executive Director deliver up to the Company (or the relevant Group company) all lists of clients or customers, correspondences and all other documents, papers, memoranda and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title, copyright and all intellectual property rights therein shall belong to and vest in the Company.

(14) During your term of appointment, you are entitled to the insurance provided by the Company from time to time in relation to legal action against Directors in accordance with the Appendix 14 to the Listing Rules.

(15) Each of us can terminate the appointment hereunder by giving the other party not less than three months' prior notice in writing.

(16) Without prejudice to paragraph (2) above, your appointment hereunder shall forthwith terminate on your ceasing to be a director of the Company for any reason pursuant to the Bye-Laws/Articles of Association or any other applicable laws, rules and regulations.

(17) The terms of this letter of appointment shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

Please sign, date and return to us the duplicate copy of this letter of appointment to confirm your acceptance of its terms.


Yours faithfully,

For and on behalf of
Kin Yat Holdings Limited



Cheng Chor Kit
Director

I accept my appointment as an independent non-executive director of Kin Yat Holdings Limited on the terms and conditions as set out above, of which this is a copy.



CHAN Yim Por Bonnie