

**LETTER OF APPOINTMENT FOR  
INDEPENDENT NON-EXECUTIVE DIRECTOR**

Date: 27<sup>th</sup> December 2024

To: Allan Zeman of House B, Cape Villa, 28 Cape Road Chung Hom Kok, Hong Kong

Dear Sir,

We, Fosun Tourism Group (the "**Company**", together with its subsidiaries, the "**Group**"), a company incorporated in the Cayman Islands whose registered address is at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands and whose principal place of business in Hong Kong is at Room 808 & 2101-06, ICBC Tower, 3 Garden Road, Central, Hong Kong, APPOINT Allan Zeman (the "**Appointee**") as an independent non-executive director of the Company on and subject to the terms and conditions specified herein (the "**Appointment**").

**1. APPOINTMENT AND TERM**

The Appointment shall be for a period of three years commencing from 14 December 2024, unless terminated in accordance with the terms and conditions provided herein. During the term of the Appointment, the Appointee shall retire by rotation according to the relevant provisions in the memorandum and articles of association of the Company (the "**Articles of Association**") and the effective Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the "**Listing Rules**"), both as amended from time to time. The term of the Appointment shall only be extended upon the re-election at the shareholders' annual general meeting. Unless otherwise proposed by the nomination committee of the Company, upon the expiry of the term of the Appointment, the Appointee may be re-elected, with mutual consent and subject to the relevant provisions in the Listing Rules. The term of office for each appointment is three years, during which, the Appointee shall continue the retirement by rotation according to the relevant provisions in the Articles of Association and the Listing Rules. If the Appointee were re-appointed, the conditions of this letter of appointment remains effective, unless otherwise agreed by the Parties or otherwise proposed by the nomination committee of the Company.

**2. SCOPE OF THE APPOINTMENT**

2.1 For the purposes of the Appointment, the Appointee shall:

- 2.1.1 devote such of his time, attention and skill as may reasonably be required for the performance of the duties of his office;
- 2.1.2 faithfully and diligently perform such duties and exercise such powers as are consistent with the office to which he is appointed, these will include (but not limited to) attending board meetings and general meetings of the Company and

meetings of any board committees of which he becomes a member;

- 2.1.3 in the discharge of such duties and in the exercise of such powers, observe and comply with all reasonable and lawful resolutions, regulations and directions from time to time made or given by the board of directors of the Company (the "**Board**");
- 2.1.4 provide advice to the Company and/or its shareholders as the Board may from time to time reasonably require; and
- 2.1.5 exercise his best endeavours to procure the Company's compliance with the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Repurchases, the Articles of Association, and all applicable laws, rules, regulations, guidelines, orders and practice notes which are binding on or applicable to the Group or the Appointee including, without prejudice to the generality of the foregoing, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and the Appointee's undertakings to The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**").

2.2 The Appointee shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of his business or other activities which would or is likely to cause the Appointee to be in conflict with the interest of the Group and any matter which may affect the independence of the Appointee for the purposes of the Listing Rules.

### **3. RESTRICTIONS ON OTHER ACTIVITIES BY THE APPOINTEE**

- 3.1 The Appointee shall not engage in any activity in competition with the business of the Group or otherwise engage in any activity which could prevent the Appointee from acting as a non-executive director of the Company in accordance with the applicable rules of the Stock Exchange. The Appointee shall not act as a director, an employee, or an agent of, or have any other significant financial interest in, or contact with, an enterprise that competes, or is likely to compete, or has a significant business relationship, with the Company, without the prior written consent of the Board (and the Board shall not unreasonably withhold) during the term of the Appointee as a non-executive director of the Company.
- 3.2 The Appointee shall comply where relevant with every rule of law, every regulation or requirement of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which securities of the Group are listed including but not limited to the Model Code for Securities Transactions by Directors of Listed Issuers set out in Appendix 10 to the Listing Rules and every regulation of the Group and the Articles of Association in force in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group, provided always that in relation to overseas dealings the Appointee shall also comply with all laws of the state and all regulations of the stock exchange, market or dealing system in which such dealings take place.

### **4. DIRECTOR'S FEE AND EXPENSES**

- 4.1 During the continuance of the Appointment, the Appointee shall be entitled to a director's fee of 600,000 Hong Kong Dollars annually or such other sum as the Company may from time to time decide. Such director's fee shall be subject to review by the remuneration committee annually and shall accrue on a day-to-day basis which shall be payable in arrears on a quarterly basis.
- 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 his duties hereunder provided that the Appointee shall provide the Company with the relevant receipts and vouchers.
- 4.3 During the continuance of the Appointment, the Company shall purchase third party indemnities insurance and directors and officers insurance for and on behalf of the Appointee.
- 4.4 The board or a duly authorized committee thereof or their respective delegate may from time to time in its sole discretion grant to the Appointee a number of options, share awards, share units and/or other kinds of incentive pursuant to such incentive plans of the Company as existing from time to time. Whether any such grant will be made, and if so when and the number of incentive to be granted, are within the sole discretion of the board or a duly authorized committee thereof or their respective delegate.

## **5. TERMINATION**

- 5.1 The Appointment shall be subject to termination by the Company at any time by notice in writing if (i) the Appointee commits a breach of any of his material obligations and/or undertakings hereunder; (ii) the Appointee becomes bankrupt or unable to pay his debts as they fall due; (iii) becomes prohibited or disqualified by law from acting as a director or fulfilling his duties hereunder; (iv) the shareholders of the Company decide to dismiss the directorship of the Appointee at a general meeting of the Company with a resolution legitimately proposed and resolved; or (v) the Appointee is not re-elected when seeking for a re-appointment.
- 5.2 Subject to Clause 5.1 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 months' notice in writing or such shorter period as the Company and the Appointee may agree.
- 5.3 On the termination of his appointment hereunder, the Appointee shall (if he has not already ceased to be a director of the Company), at the request of the Company, resign from his office as a director of the Company and any other company in the Group and in the event of his failing so to do, within seven days after the making of such request, any other director of the Company is irrevocably authorised to act as the attorney of the Appointee and on his behalf to give notice of such resignation and to do all other things requisite to give effect to such resignation.

5.4 Termination of the Appointee's appointment hereunder shall not affect the continued application of Clause 6 herein and all the accrued rights and liabilities of the parties under this Letter of Appointment prior to its termination. In addition, the Appointee shall have no claim against the Company for damages or otherwise by reason of termination of his appointment, other than for any remuneration and other expenses due under Clause 4 herein.

## 6. CONFIDENTIAL INFORMATION AND COMPANY DOCUMENTS

6.1 The Appointee shall neither during the Appointment hereunder (except in the proper performance of his duties) nor at any time (without limit) after the termination of his appointment hereunder:

6.1.1 divulge or communicate to any person, company, business entity or other organisation; or

6.1.2 use, take away, cancel, destroy or retain either for his own purposes or for any purposes other than for the proper discharge of his duties hereunder; or

6.1.3 through any failure to exercise due care and diligence cause any unauthorised disclosure of,

any trade secrets or Confidential Information (as defined below) relating to the Company or any other company in the Group, but so that these restrictions shall cease to apply to any information which shall become generally available to the public otherwise than as a result of a breach of this Clause by the Appointee. For the avoidance of doubt, the Appointee shall be provided with full access to the relevant books and records as well as full support from the relevant management and officers for the proper discharge of his duties hereunder.

6.2 "**Confidential Information**" shall mean details of any aspect of the business of the Company or any other company in the Group which are not generally available to the public, including without limitation, marketing plans and sales forecasts, financial information, results and forecasts, business plans, business proposals, details of employees and officers, lists of customers and vendors, information relating to dealings, organisation, business, finance, transactions or any other affairs of the Group or its suppliers, agents, contractors, clients or customers or prospective suppliers, agents, contractors, clients or customers quality assurance and market intelligence, logistics, research activities, etc or any information in respect of which any such company is bound by an obligation of confidence to any third party.

6.3 All notes, memoranda, records, lists of customers and vendors and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever relating to the business of the Company or any other company in the Group (and any copies of the same):

6.3.1 shall be and remain the property of the Company or the relevant company in the Group; and

6.3.2 shall be handed over by the Appointee to the Company or to the relevant company

in the Group on demand on the termination of the Appointee's appointment hereunder.

**7. NOTICES**

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 of the Company from time to time and, in the case of notice to the Appointee, if handed to him 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, two business days after posting.

**8. 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 hereby submit to the non-exclusive jurisdiction of the Hong Kong courts.

For and on behalf of  
**Fosun Tourism Group**  
复星旅游文化集团

A handwritten signature in black ink, appearing to be '徐晓亮', written over a horizontal line.

Name: Xu Xiaoliang

Title: Director

I, Allan Zeman, the Appointee, HEREBY ACCEPT the Appointment and AGREE TO ACT as an independent non-executive director of the Company on and subject to the terms and conditions as hereinbefore mentioned.



\_\_\_\_\_  
Name: Allan Zeman

Date: