



CLSA Premium Limited
(Incorporated in the Cayman Islands with limited liability)
Suites 7501 & 7508, 75/F
International Commerce Centre
1 Austin Road West, Kowloon
Hong Kong

Tel: +852 2600 7670
Fax: +852 3014 6457

www.clsapremium.com

CLSA Premium Limited

Date: 27 June 2022

Ms. Hu Zhaoxia

Dear Sirs,

**CLSA Premium Limited
Independent Non-Executive Directorship**

Subject to the terms of this renewal letter of appointment, the Company agrees to renew your letter of appointment and you agree to accept the renewal of your letter of appointment as an independent non-executive director of the Company.

As an independent non-executive director of the Company, you shall (including but not limited to):

1.
 - (a) undertake to comply with all restrictions and obligation requirements pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Companies Ordinance (Cap 622 of the Laws of Hong Kong), The Codes on Takeovers and Mergers and Share Repurchases issued by the Securities and Futures Commission, the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong) and all other related laws or regulations, and undertake to comply with and perform the requirements of the articles of association of the Company and all other applicable laws and regulations;
 - (b) participate in the meetings of the board of directors of the Company, and taking the lead in addressing issues where potential conflicts of interests arise; and
 - (c) devote to the extent possible of all your skills to the discharge of duties of your office as a non-executive director of the Company, including but not limited to being members of committees of the board of directors of the Company.

2. Subject to clause 4 of this renewal letter of appointment, you are appointed as an independent non-executive director of the Company for a period of 3 years commencing from the date first above written. Your appointment is subject to the re-election provisions provided in the articles of association of the Company.



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3. You will receive a director's fee in the amount of HK\$240,000 for each year during the period in which you are being appointed. Such director's fee is accumulated quarterly, if the appointment is being terminated due to any reason, and your service is less than 1 year, you are entitled to obtain a fee for the services you provided for the period up to such termination date which will be calculated on a pro rata basis. Your director's fee will be adjusted from time to time at a rate to be determined by the Remuneration Committee of the Company at their discretion with reference to the operation results and the performance of the directors of the Company and its subsidiaries from time to time (the "Group").
4. Without prejudice to the accrued benefits (if any) or compensations of both parties under this agreement, both parties may give to another party not less than 3 months' notice in writing to terminate the appointment.
5. Unless being authorised or required by your obligations, during the term of your appointment or after the termination of your appointment (without time limitation), in relation to any confidential or private information, you shall not, and shall procure your associated persons not to:
 - (a) disclose or deliver to any person (other than members of the Group who have the right to obtain such information) such confidential or private information; or
 - (b) use such confidential or private information for purposes other than for the Group; or
 - (c) make any unauthorised disclosure of such confidential or private information which have not gone through appropriate consideration and diligence,and that such confidential or private information are:
 - (a) related to the sale and purchase, reorganisation, business, finance, transactions or other matters of the Group or its customers or other customers; or



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- (b) related to any procedure or invention results being carried out or being used by any company in the Group, or any procedure or invention results being discovered or made by you during your appointment; or
- (c) related to any company in the Group which owes any third party confidentiality obligations.

Such restrictions will not be applicable to any information or knowledge obtained by any public without consuming huge amount of labour, techniques or money, unless such information or knowledge is obtained due to your negligence or that of your associated persons.

Please sign and return the duplicate copy of this letter to indicate your acceptance of the terms set out herein.

Yours faithfully,
For and on behalf of
CLSA Premium Limited

Yuan Feng
Authorised Representative

I, the undersigned, hereby accept the renewal terms of my appointment as an independent non-executive director of CLSA Premium Limited as set out above.

Signed : _____
Hu Zhaoxia

Date : 27 June 2022