



維達國際控股有限公司
Vinda International Holdings Limited

23 August 2022

Dr. CAO Zhenlei
Unit 1-1605 Parkfront Mansion,
Building 1, Shuiduizi Beili,
Chaoyang, Beijing, China

Dear Sir,

Letter of Appointment

Appointment of Independent Non-executive Director

We hereby write to confirm the terms and conditions of your appointment as an independent non-executive director of Vinda International Holdings Limited (the “Company”) subject to the terms and conditions hereinafter provided:

1. Your appointment as an independent non-executive director shall take effect from 31 August 2022 until 30 August 2025 subject to paragraph 9 below, provided that we can at any time terminate your appointment hereunder by giving you not less than one month’s prior notice in writing or payment in lieu of notice. Your appointment may be extended for such period as your goodself and the Company may agree in writing provided that under the Company’s articles of association, every director shall be subject to retirement at an annual general meeting at least once every three years (he or she may, however, offer himself or herself for re-election).
2. You shall be entitled to a remuneration of HONG KONG DOLLARS THREE HUNDRED AND SEVENTY THOUSAND THREE HUNDRED AND EVLEVN (HK\$ 370,311) per annum, which is composed of a base fee for serving as a Board member (HK\$340,311) and an additional fee for serving as a member of the Remuneration Committee (HK\$10,000) of the Company, a member of the Nomination Committee of the Company (HK\$10,000) and a member of the Strategic Development Committee of the Company (HK\$10,000) (or such remuneration as may from time to time be



fixed by the board of directors of the Company (the “**Board**”), the remuneration committee of the Company and/or by the shareholders of the Company in annual general meetings resulting from changes of the base fee and changes of your participation in the Board’s committees). Your annual remuneration shall be payable in twelve (12) equal monthly instalments in arrears on the last day of each calendar month. Should your appointment terminate before the end of any calendar year, you will be paid your monthly instalment for the month of such termination (pro-rated for the number of days during that month before such termination) but not in respect of any subsequent period.

In the event that your physical presence is required for a meeting of the Board which shall be held in a country in which you are not ordinarily resident, the Company shall arrange and pay for your round-trip air-tickets and hotel accommodation on the basis that if the expected flying time quoted by the relevant airline exceeds 4 hours, a business class round-trip air-ticket shall be arranged and if the expected flying time quoted by the relevant airline is 4 hours or less, an economy class round-trip air-ticket shall be arranged. For the purpose of this paragraph, the People’s Republic of China and Hong Kong shall be regarded as two countries.

3. Your appointment is subject to the provisions of the Company’s articles of association, the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”), the Companies Act of Cayman Islands and other applicable laws, in force from time to time.
4. For the duration of the appointment, you shall not be required to hold office in the Company. It is a requirement of the Listing Rules that your goodself, as an independent non-executive director, should not, among other things, undertake any management function, nor have any past or present financial or other interests in the Company or any of its subsidiaries. A holding of not more than 1 per cent. of the shares of the Company or any of its subsidiaries is, however, permitted, so long as the shareholding is and was not acquired



as a gift or with any financial assistance from any director, chief executive or substantial shareholder of the Company or any of its subsidiaries or any associate of any of them. By accepting the appointment hereunder, you will be deemed to have represented to the Company and The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) that you satisfy the relevant independence requirements set out in the Listing Rules to act as an independent non-executive director of the Company.

5. In the discharge of your duties and functions as an independent non-executive director of the Company, you shall observe and comply with all reasonable 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 shares and notifications required to be made by a director of the Company to the Company and/or any other regulatory body. In addition, you, as a director of the Company, shall observe, and use your best endeavours to procure that the Company observes, the rules and regulations of the Stock Exchange and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.

6. If at any time during the term of your appointment hereunder you shall:
 - (a) be guilty of fraud or other gross misconduct, or gross incompetence or habitual neglect of duty, or commit any other serious breach of this letter of appointment; or

 - (b) act in any manner (whether in the course of your duties or otherwise) which is likely to bring you or the Company into disrepute or prejudice the interest of the Company; or



(c) be convicted of any criminal offence involving your integrity or honesty;
or

(d) be guilty of continuing unsatisfactory conduct or poor performance of your duties, after having received a written warning from the Company relating to the same; or

(e) be or become prohibited by law from being a director,

the Company may terminate your appointment hereunder forthwith without any notice or payment in lieu of notice and upon such termination you shall not be entitled to any payment whatsoever or to claim any compensation or damages in respect of such termination.

7. In the event that you are not re-elected at an annual general meeting, the Company may terminate your appointment hereunder forthwith without any notice or payment in lieu of notice and upon such termination you shall not be entitled to any payment whatsoever or to claim any compensation or damages in respect of such termination.
8. In the event that your appointment is terminated, you shall forthwith resign in writing from all directorships, trusteeships and other offices that you may hold from time to time with the Company and/or its subsidiaries without compensation for loss of office. In the event of you failing to comply with your obligations under this paragraph, you hereby irrevocably and unconditionally authorize the Company to appoint some person in your name and on your behalf to sign or execute any documents and/or do all things necessary or requisite to give effect such resignations as referred to in this paragraph.



9. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate on your ceasing to be a director of the Company for any reason.
10. This letter of appointment relates to your appointment as an independent non-executive director of the Company only. At no time shall you hold yourself out as being an employee of the Company. For the avoidance of doubt, you are not entitled to employee or other benefits from the Company.
11. You shall be responsible for paying for your own income tax. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.
12. The Company shall arrange a Directors' & Officers' Liability Insurance in your favour during the continuance of your directorship with the Company.
13. This letter of appointment cancels and is in substitution for all previous letters of engagement, agreements and arrangements (whether oral or in writing) regarding your appointment as an independent non-executive director of the Company between the Company and you all of which shall be deemed to have been terminated by mutual consent. This letter of appointment constitutes the entire terms and conditions of your appointment and no waiver or modification thereof shall be valid unless in writing, signed by the parties and only to the extent therein set forth.



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Vinda International Holdings Limited

The terms set out in this letter of appointment, your acceptance thereof and the agreement arising therefrom 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
Vinda International Holdings Limited

LI Jieli
Director

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I, CAO Zhenlei (PRC passport no. EE3960657), accept my appointment as an independent non-executive director of Vinda International Holdings Limited on the terms and conditions as set out above. I further confirm that I am able to satisfy the independence requirements set out in Rule 3.13 of the Listing Rules.

CAO Zhenlei
Date: