

Date: 30 June 2022

Mr. Ho Kar Ming
18D, Kwai Chung Centre,
100 Kwai Hing Road
Kwai Chung
New Territories

Dear Mr. Ho,

**Appointment as an Independent Non-Executive Director of
Universe Printshop Holdings Limited
環球印館控股有限公司
(the "Company")**

We confirm the terms and conditions of your appointment as an independent non-executive director of the Company as follows:-

1. Subject to the memorandum of association of the Company and the articles of association of the Company (the "**Articles**"), the Companies Act of the Cayman Islands (the "**Companies Act**"), the Hong Kong Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (the "**Companies Ordinance**"), the Rules Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited (the "**GEM Listing Rules**") and paragraphs 7 and 8 below, your appointment as an independent non-executive director of the Company is for a fixed term of three years commencing from 1 July 2022 and subject to retirement by rotation, approval from shareholders of the Company for re-election and the removal by shareholders of the Company of you as a director of the Company in accordance with the requirements of the GEM Listing Rules and the Articles.
2. Your role will be that of an independent non-executive director, bringing an objectivity and independence of view borne by your external experience, helping the board of directors of the Company (the "**Board**") to provide the Company with effective leadership and ensuring the continuing effectiveness of the management team and the high standards of probity within the Company. You shall serve on various other committees and/or sub-committees of the Board including those which are required to be established under the GEM Listing Rules and/or accept additional appointments in or on behalf of the Company as may be requested by the Company and accepted by you. You hereby acknowledge to the Company that you shall have sufficient time to meet your obligations to the Company.

3. In addition to your general fiduciary duties, you shall faithfully and diligently perform such functions and exercise such powers as delegated to you by the Board from time to time which are appropriate to your position as an independent non-executive director. You have to comply with the relevant requirements under the Companies Ordinance, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the "**SFO**"), the Codes on Takeovers and Mergers and Share Repurchases promulgated by the Securities and Futures Commission, the GEM Listing Rules and all other applicable laws, regulations, codes of practice and rules in effect from time to time, and the Articles and the resolutions passed in Board meetings and general meetings (to the extent applicable) of the Company.
4. In order to satisfy the requirements of a public company, you are expected to attend general meetings of the Company and meetings of the Board and of any committees to which you are appointed as a member. You should also keep the Company informed of your other professional commitments, and if there are any changes to any of your significant commitments, you should inform the Board in a timely manner of such changes. The Company will provide you with the agenda for the meetings in a reasonable time in advance and you are required to review the agenda, to get prepared and to actively participate in the meetings.
5. In consideration of the provision of your services described herein, you shall be paid an annual fee of HK\$144,000.00 or a pro-rata amount for any period less than one year. The fee will be payable by twelve (12) equal instalments, each of which will be paid within seven (7) days from the end of each month. In any subsequent renewal(s) of the term, your annual fee may be adjusted by the Company from time to time in its absolute discretion.
6. Because of your independent non-executive status, you are not eligible to participate in any bonus schemes (other than share option schemes which are implemented in accordance with the GEM Listing Rules) or other benefits and entitlements of the kind available to executive directors of the Company. You will not undertake any management function, nor have any financial or other interests in the business of the Company or any of its subsidiaries. A holding of not more than 1 percent of the shares or other securities of the Company or any of its subsidiaries is, however, permitted, so long as the share(s) is/are and was/were not acquired as a gift or by means of other financial assistance from any director, chief executive or substantial shareholder (as each of such terms is defined in the GEM Listing Rules) of the Company or their respective associates (as defined in the GEM Listing Rules) or from the Company. Nevertheless, you may receive shares or interests in securities from the Company or its

subsidiaries (but not from connected persons (as defined in the GEM Listing Rules)) as part of your director's fee or pursuant to share option schemes established in accordance with Chapter 23 of the GEM Listing Rules.

7. In addition to the requirements as set out in paragraph 1 of this letter, your appointment will at all times be terminable by one month's prior written notice given by either side. Upon the expiry of notice served on you to terminate your appointment, you will resign from your office as an independent non-executive director (and from each and every other office or appointment you then hold in or on behalf of the Company or any subsidiary of the Company) and, if you have not done so within seven (7) days, you hereby irrevocably appoint any one of your fellow directors of the Company for the time being as your attorney to effect such resignation(s) on your behalf by signing any document(s) and doing any other act(s) or thing(s) as may be necessary or required. Upon your resignation as an independent non-executive director of the Company, you are required to provide the Company and The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") the reason for the resignation, and to immediately provide the Stock Exchange your up-to-date information, including your address for correspondences and telephone number.
8. Your appointment will terminate automatically without any requirement for notice or compensation if you:-
 - 8.1 vacate your office under the terms of the Articles;
 - 8.2 are removed from office as an independent non-executive director by any resolution duly proposed and resolved by the members of the Company in general meeting; or

- 8.3 are not re-elected as an independent non-executive director when you submit yourself to re-election.
9. Your fiduciary duties to the Company require you at all times: -
- 9.1 to maintain the confidentiality of all information you acquire by virtue of your appointment;
- 9.2 to act in good faith in the Company's interests;
- 9.3 to act for the proper purposes of the Company;
- 9.4 to carry out your responsibilities with the care, skill and diligence which the Company is reasonably entitled to expect from someone of your experience and expertise;
- 9.5 to act only with the proper authority of the Company; and
- 9.6 to avoid actual and potential conflicts of interest and duty.
10. If any circumstances should arise in which it becomes necessary for you to seek separate independent legal advice about your responsibilities as a director of the Company, you will of course, be reimbursed for your reasonable legal costs of doing so. Certain inconvenience due to the aforementioned might be caused and in that situation you might find it helpful to discuss the issue with other director(s) of the Company in advance should you think it appropriate.
11. You shall disclose to the Board, all other directorships and other (direct or indirect) interests (including but not limited to interests in any business which competes or may be competing with the business of the Company and its subsidiaries from time to time), employment, consultancies or associations held by you or members of your family as required to be disclosed under the GEM Listing Rules and the SFO. You must also keep the Board informed on a continuing basis of all changes to such arrangements.
12. You shall not, either during the term of your appointment as an independent non-executive director of the Company or thereafter:-
- 12.1 use to the detriment or prejudice of the Company or divulge or communicate

to any person any trade secret or confidential information concerning the business or affairs of the Company and/or its subsidiaries (except to employees or directors of the Company and/or its subsidiaries whose province is to know the same) which may have come to your knowledge during the term of your appointment hereunder; or

- 12.2 use for your own purpose or for any purposes other than those of the Company or disclose to any third party any information or knowledge of a confidential nature which you may from time to time acquire from the Company or any subsidiary of the Company, other than any information or knowledge which may come into the public domain (otherwise than through your default).
13. All the records, memoranda, reports, documents, etc. which require your access during your directorship are the properties of the Company. You shall promptly upon request by the Company or in any event upon your ceasing to be an independent non-executive director of the Company deliver to the Company all lists of clients or customers, correspondence and all other documents, papers 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 and copyright therein shall vest in the Company. At the request of the Company and on the condition that the Company is liable for the reasonable expenses, you agree to execute contracts or confirmations with the Company in which you accept the non-competition restrictions set up by the Company to you in relation to its business/products/services, districts and time limit (or whatever is applicable under that condition) in order to protect the reasonable interests of the Company.
14. As required by the GEM Listing Rules, the directors of the Company are prohibited under the Articles from voting at or being counted in the quorum on any resolution of the Board approving any contract or arrangement or any other proposal in which they and their associates (within the meaning of the GEM Listing Rules) are, to their knowledge, materially interested.
15. By accepting this appointment, you will be deemed to have represented to the Company and the Stock Exchange that you have satisfied the independence requirements as stipulated in the GEM Listing Rules and will provide confirmation letter to us and the Stock Exchange in this regard on an annual basis or as and when required. You further represent to the Company and the Stock Exchange that you understand your obligations and duties as an independent non-executive director of a company the securities of which are listed on the Stock Exchange. You undertake to

inform the Board if you cease to qualify, or if you come to know of any circumstances which may render you no longer qualified as an independent non-executive director of the Company under the GEM Listing Rules, the Companies Act, the Companies Ordinance or the Articles or other applicable rules and regulations. If the Board considers that you are no longer qualified as an independent non-executive director of the Company and inform you thereof, notwithstanding any other provisions of this letter, you shall resign as an independent non-executive director or, at the absolute discretion of the Board, be re-designated as a non-executive director of the Company. 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 such term is defined in the Employment Ordinance (Chapter 57 of the Laws of Hong Kong)). 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.

Please confirm your acceptance of the appointment and its terms set out herein by signing on this letter as indicated below in duplicate and then return one original signed copy of this letter to us. If you have queries in relation to the terms of this letter, please let us know.

PRIVATE & CONFIDENTIAL

For and of behalf of
Universe Printshop Holdings Limited
環球印館控股有限公司

X 
Chau Man Keung
Director

I, the undersigned, agree to the terms and conditions set out above relating to my appointment as an independent non-executive director of Universe Printshop Holdings Limited (環球印館控股有限公司). In addition, I confirm to Universe Printshop Holdings Limited (環球印館控股有限公司) and The Stock Exchange of Hong Kong Limited that I understand my obligations and duties as an independent non-executive director of a company the securities of which are listed on GEM of The Stock Exchange of Hong Kong Limited.

Date: 30 June 2022

SIGNED, SEALED and)
DELIVERED by)
Ho Kar Ming)



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