

Date: 13 November 2023

Mr. Liu Wenjing (刘闻静)

Present

Dear Ms. Liu,

Appointment as an Independent Non-Executive Director of
New Sparkle Roll International Group Limited (the “**Company**”, together with its
subsidiaries, the “**Group**”)

We write to confirm our appointment of your goodself as an independent non-executive
director of the Company based on the terms and conditions set out below.

Your appointment will commence from 13 November 2023 for an initial term of two
years renewable for one single term of one year commencing from the day immediately
following the expiration of the initial term of your appointment, unless terminated by
not less than three months’ notice in writing served by either you or the Company and
subject to the Company's power to terminate your appointment as provided in the Bye-
Laws of the Company (“**Bye-laws**”) including but not limited to the retirement and
rotation requirements under the Bye-laws, the applicable laws or regulations, and/or the
Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong
Limited (“**Listing Rules**”) . Where the appointment is renewed for a term of one year
after the initial term of two years, either you or the Company may terminate the
appointment by no less than three months’ notice in writing, subject as aforesaid.

We also wish to take this opportunity to inform you of the following relevant provisions
in the Bye-laws (though they are not exhaustive and you should get familiarized with
the Bye-laws) that:

- (a) under Bye-law 83(2), the directors of the Company (“**Director(s)**”) shall have the
power from time to time and at any time to appoint any person as a Director either
to fill a casual vacancy on the Board of Directors (“**Board**”) or, subject to
authorisation by the members of the Company in general meeting (“**Members**”),

as an addition to the existing Board but so that the number of Directors so appointed shall not exceed any maximum number determined from time to time by the Members in general meeting. Any Director so appointed shall hold office only until the first annual general meeting of the Company after his appointment and shall then be eligible for re-election;

- (b) under Bye-law 83(4), the Members may remove any Director by an ordinary resolution at a general meeting (but without prejudice to any claim for damages under any agreement between the Company and such Director) provided that the notice of any such meeting convened for the purpose of removing such Director shall contain a statement of the intention so to do and be served on such Director fourteen (14) days before the meeting and at such meeting such Director shall be entitled to be heard on the motion for his removal;
- (c) under Bye-law 84(1), every Director shall be subject to retirement by rotation at each annual general meeting of the Company at least once every three years (he may, however, offer himself for re-election);
- (d) under Bye-law 86, the office of a Director is liable to be vacated in certain circumstances; and
- (e) under Bye-law 93, a Director's ordinary remuneration will be determined by the Company in general meeting.

Unless agreed otherwise between you and the Company during your term of appointment, the Company shall pay to you an annual director's fee of HK\$240,000, or pro-rata, payable quarterly in arrears on the last business day of each quarter an amount of HK\$60,000 during the term of appointment. 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 you salaries tax return.

As required by the Bye-laws and the Listing Rules, a Director is prohibited, with certain exceptions set out in the Bye-laws, from voting at or being counted towards the quorum of the Directors' meeting in respect of any resolution in which he and/or his associates (as defined in the Listing Rules) are interested. In addition, as an independent non-executive Director, you have no authority to undertake or assume any day-to-day management function of the Company.

In addition, you owe fiduciary duties to the Company and require you at all times:

- (a) to maintain the confidentiality of all information you acquire by virtue of your appointment, save and except for information already in the public domain and where disclosure is required by relevant laws, regulations and authorities;
- (b) to act in good faith in the Company's interests at all times;
- (c) to avoid any potential and actual conflict of interests with your duty as an independent non-executive Director;
- (d) to act at all times for the proper purposes of the Company;
- (e) 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;
- (f) to act only with the proper authority of the Company;
- (g) to comply with all applicable laws, regulations, the Listing Rules, the Bye-laws and the applicable directions of the Board from time to time;
- (h) to inform the Board and seek the Board's prior written consent if you intend to be an independent non-executive director of the sixth listed company (other than the Company); and
- (i) to act as a member or the chairman of the committee(s) of the Board as designated by the Board from time to time and to comply with the terms of reference of such committee(s).

If any circumstances should arise in which it becomes necessary for you to seek separate independent legal advice about your responsibilities as a Director, you will be reimbursed for your legal costs of doing so. In certain circumstances, we may find ourselves in an awkward situation and in that case, it might be helpful for you to discuss the issue with the Chairman (or his successor) or one of your non-executive colleagues in advance should you think it appropriate.

Unless with the prior authorization of the Board, you may not make any statements on the Company's behalf or concerning the Company to the press media, venture capitalists, brokers, banks, financial analysts and/or anyone associated with the stock market or investors community.

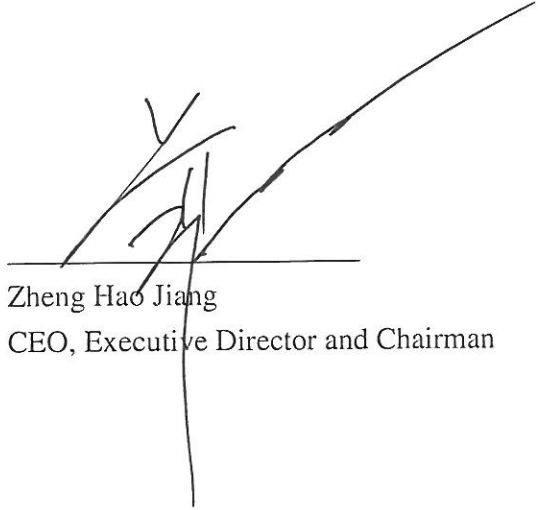
You shall not, either during the term of your appointment as the independent non-executive Director or thereafter:

- (a) use to the detriment or prejudice of the Group or divulge or communicate 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 is to know the same) which may have come to your knowledge during the term of your appointment hereunder; or
- (b) 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 but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (other than through your own default) or where disclosure is required by relevant laws, regulations and authorities.

If the above terms and conditions relating to your appointment as independent non-executive Director are acceptable to you, please confirm your acceptance by signing, dating and returning to us the attached duplicate of this letter.

Yours sincerely,

For and on behalf of
New Sparkle Roll International Group Limited



Handwritten signature of Zheng Hao Jiang, consisting of several overlapping, fluid strokes in black ink. The signature is positioned above a horizontal line.

Zheng Hao Jiang
CEO, Executive Director and Chairman

Confirmation of Acceptance

To : New Sparkle Roll International Group Limited (the “Company”)
Attention : The Board of Directors and the Secretary

I hereby accept and agree to my appointment as independent non-executive director of the Company on the basis of the terms and conditions set out herein.



Name: Liu Wenjing

Date: 13 NOV 2023