

Cirrus Aircraft Limited
(西锐飞机有限公司)
(于开曼群岛注册成立之有限公司)

杨雷

中国广东省
珠海市金湾区
山湖海路188号
16栋603室

敬启者：

2024年6月23日

关于Cirrus Aircraft Limited（西锐飞机有限公司）（“本公司”及其子公司，合称为“本集团”）非执行董事之委任

本公司特此确认阁下获委任为本公司之非执行董事，聘用条件和条款如下：

1. 受限于本函其他条件和条款，本公司之章程、香港联合交易所有限公司证券上市规则（“上市规则”）及开曼群岛不时有效的公司法的规定（包括有关董事轮流退任的要求），阁下作为本公司之非执行董事的任期自董事会批准阁下作为公司的非执行董事的任命之日（2023年6月2日）之日起生效，为期三年，除非本公司或阁下其中一方至少提前三个月书面通知对方将终止阁下之委任。阁下在作为本公司非执行董事的任期届满后，可经本公司股东大会选举重选为本公司非执行董事。
2. 阁下在任期内，应基于本身之经验向本公司董事会（“董事会”）提出客观之意见，以确保本公司维持高水准的公司管治。阁下应确保在任期内能付出足够的时间及精力处理本公司的事务。另外，于符合有关法律及上市规则及获得阁下事先同意的前提下，阁下亦可能需要兼任本公司董事会不时成立的委员会之成员或主席。
3. 为了符合上市公司须履行的条件，阁下必须出席本公司的股东大会、董事会会议及阁下为成员之一的委员会之会议。若阁下在不得已的情况下无法出席上述会议，阁下须尽早通知董事长。
4. 阁下因向本公司提供非执行董事服务或为本公司经营之目的而支出的各种合理开支，如能出具有效的凭证，将由本公司给予报销。阁下在发生每项合理支出（包括海外消费及出差旅费）之前须得到董事长或指定人士的同意。
5. 阁下同意本公司全权决定阁下是否有权参与本公司的任何股权激励计划、分红计划或其他同类计划。
6. 就阁下出任本公司非执行董事及履行非执行董事的职责，本公司不会向阁下支付任何董事薪酬。

7. 就阁下履行作为本公司非执行董事的职责而言，本公司应向具信誉的保险公司投保，并在阁下获委任的所有期间维持适当的董事责任保险。本公司有权取消、更改有关责任保险计划（包括保险范围及保险赔偿金额）或更换有关的保险公司。
8. 在阁下发生下列情形之一时，本公司与阁下作为非执行董事的聘用关系在本公司发出通知后立即自动终止（不需就聘用关系终止发出任何通知或作出赔偿）：
 - 8.1 依据本公司的章程细则停任董事职位；
 - 8.2 阁下严重违反本委任函之任何条款或条件
 - 8.3 阁下做出或被做出任何破产行为或无力偿债或因其他原因被法律或适用规定禁止担任本公司董事或履行本委任函中的职责；
 - 8.4 股东于本公司股东大会中通过终止聘用阁下为非执行董事的决议；
 - 8.5 阁下在连任选举中并未获得连任；或
 - 8.6 法律法规或本公司的章程细则规定的其他情形。

不论自动终止出于上述何种原因，阁下及本公司于该等原因发生前在本委任函下发生的或于自动终止前明确说明在终止后应该继续的权利义务，不应受到该等自动终止的影响。

9. 在本公司要求或在阁下不再担任公司非执行董事时，阁下应立即将所有归于阁下作为本公司非执行董事期间所制作或拥有的并与所履行之职责或本公司业务相关的（不论以何种形式）所有信件、笔记、备忘录、记录（包括文字记录及 / 或其他任何形式的记录）按本公司要求销毁、交还或提交给本公司。上述资料为本集团财产，阁下无权且不应保留任何副本。
10. 阁下向本公司作出承诺，表示于履行其非执行董事职务时会完全遵守所有适用的法例及规则，包括但不限于上市规则（包括《上市发行人董事进行证券交易的标准守则》）、香港证券及期货事务监察委员会所颁布的《公司收购、合并及股份回购守则》、香港法例第 571 章《证券及期货条例》、香港法例第 32 章《公司(清盘及杂项条文)条例》、香港法例第 622 章《公司条例》、香港公司注册处发布的《董事责任指引》及香港董事学会发布的《董事指引》及其它所有有关法律或规则所载的有关约束及义务规定。
11. 阁下不能在未经董事会同意之前向新闻界、传媒、风险资本家、经纪、银行、财经分析员及 / 或任何与股票市场及投资大众有关的人士以本公司名义作出或与本公司有关的任何声明。
12. 阁下保证，无论何时，包括出任本公司非执行董事期间及以后，不会：

12.1 损害本集团利益、或以任何方式向任何人士泄露或传播任何阁下在履行非执行董事职务过程中所获得或接触到的有关本集团业务或事务之商业秘密或任何机密信息（需知悉该信息的本集团任何成员的董事或雇员或对本集团有保密义务的专业顾问或代理人，或监管机构或法律要求披露的除外）；或

12.2 以任何方式为阁下自己的利益或为非本集团的任何目的而使用任何阁下可能不时收集的关于本集团任何成员的机密性质的信息或资料。

但上述 12.1 及 12.2 之限制并不应用于来自公共领域的资讯或资料（除非该泄露是因阁下所致）。

13. 本函的订立、解释、履行和争议的解决，均受香港法律的管辖，并按香港法律诠释。如有任何争议，双方不可撤回地接受香港法院的非排他性管辖权。

14. 本函可由本函任何一方或多方签署多份文本，每一份文本均构成原件，并总体构成一份相同的协定。

请于此函附上之副本上签署及交回本公司，以确认阁下已接纳本公司之委任及其条款。若阁下对上述的条款有任何疑问，请与本公司联络。联络资料如下：

至本公司：

地址：Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

收件人：董事会

至阁下：

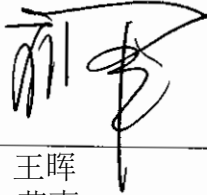
地址：中国广东省
珠海市金湾区
山湖海路188号
16栋603室

电邮：yang1079@avic.com

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Cirrus Aircraft Limited
(西锐飞机有限公司)

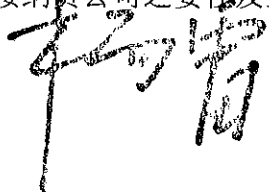
A handwritten signature in black ink, appearing to be '王晖', written over a horizontal line.

姓名: 王晖
职位: 董事

[非执行董事聘用函的签字页]

(本页为签署页，无正文)

本人确认接纳贵公司之委任及上述条款。

Handwritten signature in black ink, appearing to read '杨雷' (Yang Lei).

姓名：杨雷

日期：2024年6月23日

日期：2024年6月23日

Cirrus Aircraft Limited
(西锐飞机有限公司)

与

王晖

执行董事服务协议

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本协议于 2024 年 6 月 23 日，由以下双方签署：

- (1) **Cirrus Aircraft Limited**（西锐飞机有限公司），一家于开曼群岛注册成立的有限责任公司，其注册地址位于 Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands（下称“公司”）；及
- (2) **王晖**，其居所位于中国广东省珠海市金湾区山湖海路 188 号中航花园 15 栋 1202 室（下称“阁下”）。

序文：

公司同意依据下列条款聘用阁下作为公司的执行董事；阁下同意依据下列条款作为公司的执行董事并提供下述服务。

兹双方同意：

1. 定义和解释

1.1 除文义另有所规定，下列词汇在本协议中具有如下含义：

“聘任”	指依据本协议第二条聘请阁下；
“联系人”	按上市规则定义；
“董事会”	公司不时组成的董事会，或（当文义另有所规定时）公司妥为召开的任何董事会过半数出席及投票的董事会，或董事会授权的董事委员会；
“业务”	指集团及任何集团公司不时经营的业务；
“公司条例”	指香港法例第 32 章《公司(清盘及杂项条文)条例》、香港法例第 622 章《公司条例》（如适用），经不时修订、补充或以其他方式修改；
“保密信息”	指所有机密或不为一般公众所知并与集团业务有关的信息、技术及记录（无论以任何形式持有）包括（在不影响上述一般性原则下）但不限于所有程序、设计、规格、图片、数据、资料、工具、设备、市场推广计划、发明成果、说明书和指示、所有顾客名单、供应商名单、销售资料、财务信息、业务计划和预算数据、所有技术或其他专业和电脑软件、及所有会计和税务记录、通讯、指令和询问（但不包括因阁下违反本协议而泄露的任何资讯或资料）；

“集团”	指公司和其不时之子公司；
“香港”	指中华人民共和国香港特别行政区；
“上市规则”	指《香港联合交易所有限公司证券上市规则》；
“章程”	指公司（经不时修订）的公司章程；
“中国”	指中华人民共和国，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区；
“证券及期货条例”	指香港法例第 571 章《证券及期货条例》，经不时修订、补充或以其他方式修改；
“联交所”	香港联合交易所有限公司；及
“收购守则”	指获证券及期货事务监察委员会核准（不时予以修订）的《公司收购、合并及股份回购守则》。

1.2 本协议所提及的“条款”均指本协议的条款。所有标题只为便于引用，并不影响本协议的阐释。

1.3 本协议所用的任何性别包括其他所有性别；所指的人士包括个人、合伙、公司、法人团体或非法人团体。所用的单数包括众数，相反亦然。

1.4 对任何法规或法定条款的引用应解释为对分别修订、合并或重新制定的该法规或法定条款的引用，或者其运作被任何其他法规或法定条款修改（无论是否修改），和应包括根据有关法规制定的任何附属法例。

2. 聘任

2.1 公司同意根据本协议条款聘用阁下作为公司的执行董事；阁下同意根据本协议条款担任公司执行董事为公司提供服务。

2.2 受限于第 7 条终止条款之规定，及受限于章程有关董事轮流退任条款，本聘任自董事会批准阁下作为公司的执行董事的任命之日（2023年6月2日）之日起生效，为期三年，于任期届满后在双方同意及符合上市规则相关规定的前提下阁下可连选连任，每次连任任期为三年，除非公司或阁下其中一方至少提前三个月书面通知对方将终止阁下之委任。若阁下获得连任，本协议的各项条件继续有效，除非双方另行约定或公司薪酬委员会另有建议。

2.3 阁下向公司陈述并保证，其没有亦并无受限于（在任何方面）任何限制或禁止其签署本协议或履行本协议义务和职责的法院命令、监管机关的禁令、协议、安排或承诺。

3. 执行董事的职责

3.1 阁下谨此承诺在受聘期间，竭尽所能、忠实、勤勉地行使及履行阁下作为公司执行董事有关责任，并以集团的最佳利益行事。

3.2 在不影响第 3.1 条的一般原则的前提下：

(a) 阁下特向公司（就其本身及代表其每位股东）保证及承诺如下：

(i) 阁下于履行董事职务时将遵守及符合公司条例、章程、本协议、公司股东大会决议及董事会决议、上市规则、收购守则、证券及期货条例、香港公司注册处发布的《董事责任指引》、香港董事学会发布的《董事指引》及其它有关及适用的法律及法规的规定，并同意公司将享有章程规定的补救措施，而本协议及其职位概不得转让；

(ii) 阁下承诺遵守及履行普通法及章程规定的其对股东应尽的责任；及

(iii) 个人资料表格中关于阁下的资料正确无误，并就有关资料的变更（如有）及时通知公司及联交所。

(b) 阁下在任期内应按董事会的合理要求迅速向董事会提供有关其处理事务的资料，且服从董事会的规定及决议。

(c) 阁下在任期内，应专心和勤勉地致力于公司的业务和权益，并在一般营业时间内和公司合理要求的其它时候亲自处理公司业务。

(d) 阁下在任期内应遵守公司就有关董事和高级管理人员所制定的各项规章制度。

(e) 于任何时间就履行该等职责向董事会作出适当及全面的汇报（应要求须以书面汇报）。

(f) 阁下在行使公司赋予的权利时须遵守诚信义务，不可置自己于自身的利益和承担的义务可能发生冲突的处境，此原则包括（但不限于）履行下列的义务：

(i) 须按赋予权利时所规定的目的行使权利；

(ii) 须亲自行使章程所赋予阁下的酌情处理的权利、不得为他人所操纵；

(iii) 除章程规定、法规允许在不违反上市规则的基础上或由公司股东大会在知情的情况下另有批准外，不得以任何方式为自

己或联系人与集团任何成员公司订立合同或进行交易；

(iv) 不得以任何形式利用集团财产谋取私利；

(v) 阁下或其联系人不得以任何形式剥夺集团财产，包括（但不限于）集团的商业机会；及

(vi) 不得利用其在公司的地位为自己或其联系人谋取私利。

(g) 阁下在出任公司董事期内，若非获得公司的书面同意，阁下不得出任其它公司、企业的雇员、顾问或代理（集团成员公司除外）。

3.3 于符合有关法律及上市规则及获得阁下事先同意的前提下，阁下亦可能需要兼任公司董事会不时成立的委员会之成员或主席。

3.4 为了符合对上市公司的要求，阁下必须出席公司的股东大会、董事会会议及阁下为成员之一的委员会之会议。若阁下在不得已的情况下无法出席上述会议，阁下须尽早通知董事长。

3.5 公司应向具备信誉的保险公司投保，按照上市规则，在阁下出任公司董事期间的所有时候为其购买适当的董事责任保险。公司有权取消、更改有关责任保险计划（包括保险范围及保险赔偿金额）或更换有关的保险公司

3.6 阁下不能在未经董事会同意之前向新闻界、传媒、风险资本家、经纪、银行、财经分析员及 / 或任何与股票市场及投资大众有关的人士以公司名义作出或与公司有关的任何声明。

4. 报酬

4.1 阁下作为执行董事不收取任何薪酬。作为董事会副主席，有权收取薪酬，及由股东和董事会参考期经验、职责、工作量、投入时间、对本公司所作贡献、可资比较公司所支付的酬金及本公司的业绩后确定的酌情花红。

4.2 阁下董事薪酬的厘定方案由股东大会批准，公司薪酬委员会可就董事薪酬作出建议。

4.3 阁下可能不时根据公司已采纳的限制性股份单位计划及 / 或其他员工期权或激励计划（如有）获授相应的股份期权及 / 或股权激励。公司有全权酌情权对该等期权及 / 或激励计划的条款不时做出修订。公司亦有全权酌情权根据公司的业绩及阁下的表现决定是否给予阁下任何奖金（包括该等奖金的金额（如有））以及其认为适当的额外福利。该等股份期权或股权激励、奖金和额外福利亦须经过董事会薪酬委员的确认。

4.4 阁下应自行负责就阁下所得缴交所有适用税项

5. 开支

阁下可：

- (a) 在提供董事会指定需要的有关消费凭证后，就履行本协议或与业务有关的职责时正当和合理地产生的各项合理费用由公司予以报销。公司亦可在事前向阁下提供款项，用以支付各种必要费用，惟阁下必须在使用该款项后尽快或按照公司的要求定时向公司出具有效的凭证，以核销该款项；
- (b) 参与公司不时为其董事或高级管理人员而设的医疗及意外保险计划，惟须受有关计划所载条款及条件（经不时修改、更改、修订或补充）规限；及
- (c) 登记和参与由公司为其员工福利而采纳的退休计划，惟须受有关计划所载条款及条件（经不时修改、更改、修订或补充）规限。

6. 假期

- 6.1 阁下将按照公司内部人力资源政策享有（除星期六、星期日和法定假期外）带薪假期的待遇，但休假前需要提前三天通知公司的人力资源部。

7. 聘任终止

- 7.1 本协议任何一方均可无理由给予另一方不少于三个月的书面通知终止本协议。
- 7.2 在不影响任何一方在本协议内所积累的（如有）权利或补偿，在下列情况下，公司有权终止本协议：

- (a) 如阁下在任何 12 个月内连续或累积 120 天因疾病、受伤或意外无能力或未能履行其于本协议下的职责，公司可给予不少于一个月的通知或者额外支付一个月薪酬（如适用）后终止本协议。如果阁下在根据本条 (a) 款所发出的通知的时间内向公司提供令董事会满意的医生证明书鉴定他 / 她已完全康复，而且没有合理的原因去认为有关的疾病会复发，则公司须撤回该通知。

- (b) 以下的情况，公司可即时终止雇用阁下，而无需向阁下支付任何赔偿：

- (i) 阁下犯有任何严重过失或故意或持续违反本协议的任何条款（如此等违反是可补救的，但阁下在接到董事会书面通知 30 天内仍未补救）；

- (ii) 在履行本协议规定的职责时，阁下犯有任何不诚实、重大渎职或故意疏忽的行为（如此等违反是可补救的，但阁下在接到董事会书面通知 30 天内仍未补救）；

- (iii) 阁下为精神不健全；
- (iv) 阁下破产、与其债权人达成任何债务重整的协议或安排，或收到财产接管令；
- (v) 阁下的行为可能损害其自身或集团任何成员的名誉；
- (vi) 阁下受法律法规禁止阁下履行本协议下的职责；
- (vii) 阁下被裁定触犯刑事罪行（除非董事会认为有关刑事定罪不会影响他 / 她担任公司的职位）；
- (viii) 在职期间拒绝履行任何由董事会给予的合理及合法的命令或未能勤勉地履行其职责；
- (ix) 阁下向任何未经授权的人不当泄露任何保密信息，或任何其他商业秘密，或集团的组织、业务或客户资料（但此义务不应扩展至披露时一般公众已知领域的任何信息）；
- (x) 阁下根据章程有关董事轮流退任条款而退任公司董事并且不接受重选为公司董事、或于股东大会有关执行董事重选连任的决议案不获股东大会通过、或股东于公司股东大会中通过终止聘用阁下为执行董事的决议案；及
- (xi) 公司因任何其他理由而有权根据法律无须给予通知而终止合约。

7.3 如发生第 7.2(b) 条所列举的任何事件，公司有权勒令阁下停职，亦有权决定停职期间是否向阁下发放全部或部分报酬（如适用），或不发放任何报酬，停职期由公司决定。

7.4 不论因任何原因终止聘任，阁下须：

- (a) 立即按公司要求销毁、交还或提交给公司所有保密信息及全部阁下持有或控制属于集团或与集团有关（不论以何种形式）之其他名册、文件、笔记、备忘录、记录（包括文字记录及 / 或其他任何形式的记录）、原资料、资料、信用卡、通讯资料、账目和其他财产，无论该等资料是否原由公司提供给阁下。该等资料为集团的财产，阁下不得保留该等资料的副本；
- (b) 即时辞任其在公司或任何集团公司的职位而将不会获取任何离职赔偿。如阁下未能辞任，阁下谨此不可撤回地授权公司委任他人以其名义并代其签署任何文件及进行任何事情以使其辞职生效；
- (c) 向公司偿还一切未还的欠款（如有）；

- (d) 不得于终止聘任之后再自称与公司或集团有关；及
- (e) 承诺协助公司立即通知联交所，并解释其理由，及应联交所的要求提供任何所需资料及 / 或文件。

7.5 阁下同意在履行其在本协议项下的服务期间所形成、开发、创造或制作的各种知识产权均由公司独自享有，惟阁下于其工作时间以外不利用属于公司的财物或资源所形成、开发、创造或制作的各种知识产权除外

7.6 阁下根据本协议规定而被终止聘任并不妨碍双方于终止时所累算的任何权利，亦不妨碍第 8、9、10、14 及 15 条的效力（所有该等条款于本协议或聘任终止后继续有效）。

8. 对活动的限制

8.1 阁下于受聘期内及终止聘任后的一年内不得：

- (a) 直接或间接在集团业务范围区从事或涉及任何在受聘期间及于终止聘任时与集团业务有竞争或相类似的业务或于当中拥有权益（不论作为主要股东、合伙人、独资经营者、负责人、雇员、代理或其他身份）（公司与阁下协商同意除外）；
- (b) 为其自身利益或为任何人士的利益，向其聘任期间曾与公司或集团内其他公司交易的、或当其聘任终止时正与公司或集团内其他公司就业务进行协商的任何人士招揽生意；
- (c) 直接或间接聘用任何在其作为执行董事聘任期间集团成员公司的董事、经理、雇员或顾问人员；
- (d) 为自身利益或为任何人士，游说或怂恿任何集团成员公司的董事、经理或雇员离开任何集团成员公司（无论该等人员是否会因离开有关的集团公司而违反其聘用协议）；
- (e) 独自或与任何其他人一起以任何身份使用或促使使用任何集团成员公司的名字或任何仿制名字；及
- (f) 于任何时间作出任何有关集团的不实或误导声明。

8.2 上述第 8.1 条每款承诺将被视为单独的协定及将被独立诠释，阁下任职终止后，如其仍在集团成员公司担任其他职务，还应遵守其担任该等职务所应遵守的法律法规及协议和承诺约定。

9. 保密信息

9.1 除非为妥善履行职务，阁下在任期内或任期结束后，不得从事下述行为（不设时限）：

- (a) 为个人目的或任何其他目的而使用、取去、隐瞒或毁灭任何保密信息；
- (b) 向任何人士（有权知悉有关资料的公司雇员、管理人员或专业顾问除外）披露或传达任何保密信息；或
- (c) 因疏忽、未尽职或未有专注而导致披露任何未经授权的保密信息，

但前提是，凡并非因阁下失职却成为在公众领域流通的资料或信息，或因法律或任何适用法例的规定而须要披露的资料或信息，上述限制皆停止适用。

10. 合理的限制

虽然双方认为第 8 条及第 9 条所载的限制在所有情况下均属合理，但理解基于不可预见的技术原因，上述限制可能会无效，因此双方同意和宣布，如任何此等限制因为超过为保护公司利益的合理程度而被裁定为无效，但倘若第 8 条及 / 或第 9 条的部分字句被删后或缩短有关时段（如有）后，有关的限制可以成立，则该等限制将视乎需要而变通以保留其效力及有效性。

11. 可分割性

如果本协议的任何条款被任何有司法权的法院裁定为无效、非法或不可执行，则该条款应被视作从本协议中删除，且该条款之失效不影响本协议其他剩余条款之有效性、合法性或可执行性。

12. 违约

12.1 时间为本协议的要素。倘本协议任何一方未行使或迟延履行其在本协议下的任何权力、权利或补偿，此将不构成对该权力、权利或补偿的放弃，任何单项或部分行使任何权力、权利或补偿，不应排除其进一步行使该项权力、权利或补偿的其余部分，或行使任何其他可享有的权力、权利或补偿。

12.2 倘阁下违反本协议的任何条款，导致公司出现不可弥补的损失时，而金钱方面的损害赔偿将不足以构成充分的补救措施，公司有权（无损对其他补救措施，包括金钱方面的损害赔偿的权利，并且无须提供保证金或其他保证）享有强制性或其他法律法规允许的救济措施以避免或制止本协议受到违反。

12.3 本协议所述的补偿措施是可累积的，对法律提供的任何补偿措施亦无排外性。

13. 以往的服务协议

- 13.1 本协议及章程的有关条款包含所有公司聘请阁下有关的条款和附带条件。本协议将取代并代替阁下与集团任何成员公司于本协议前所订立的与出任董事相关的服务合同、协议安排或承诺（如有）。
- 13.2 未经本协议双方书面同意，本协议的条款不得被修改、改动、修订或补充。
- 13.3 未经本协议一方书面同意，另一方不得将本协议转让给他人或其继承人。

14. 通知

- 14.1 按本协议向阁下发出的任何通知，可经专人送交或以挂号邮寄或快递方式寄往本协议所载的阁下的地址或者阁下另行书面告知的地址，若以电子邮件方式，则应发送至 wangh669@avic.com 或者阁下另行书面告知的电邮地址；而任何给予公司的通知可经专人或者以挂号邮寄或快递方式送达予公司当时的主要营业地址。
- 14.2 任何以挂号邮寄或者快递方式送达的通知，将在寄出后第三天（不包括星期六、星期日及法定假期）被视为送达，妥为填上地址并以挂号邮寄或者快递寄出（已付邮资的邮件）的单据将构成已送达通告的证明。
- 14.3 本协议下需要送达或发出的所有通告及通讯需以书面形式发出。

15. 管辖法律及仲裁

- 15.1 本协议由香港法律管辖，并按香港法律诠释，双方不可撤回地接受香港法院关于本协议的非排他性管辖权。
- 15.2 本协议双方同意：
- (a) 凡涉及公司与其董事或高级管理人员之间基于本协议、章程及其他有关法律、行政法规所规定的权利义务发生的与公司事务有关的争议或者权利主张，有关当事人应当将此类争议或者权利主张提交仲裁解决；
 - (b) 前述争议或者权利主张提交仲裁时，应当是全部权利主张或者争议整体；所有由于同一事由有诉因的人或者该争议或权利主张的解决需要其参与的人，如果其身份为公司股东、董事、经理或者其他高级管理人员或公司，应当服从仲裁；
 - (c) 有关股东界定、股东名册的争议，可以不用仲裁方式解决；
 - (d) 申请仲裁者可以选择中国国际经济贸易仲裁委员会按其仲裁规则进行仲裁，也可以选择香港国际仲裁中心按其证券仲裁规则进行仲裁。

申请仲裁者将争议或者权利主张提交仲裁后，对方必须在申请者选择的仲裁机构进行仲裁；

- (e) 如申请仲裁者选择香港国际仲裁中心进行仲裁，则任何一方可以按香港国际仲裁中心的证券仲裁规则的规定请求该仲裁在深圳进行；
- (f) 以仲裁方式解决因上文 15.2(a) 项所述争议或者权利主张，须受香港法律管辖，但法律、行政法规另有规定的除外；
- (g) 仲裁机构的裁决是终局裁决，对各方均具有约束力；
- (h) 此项仲裁协议乃董事与公司达成，公司既代表其本身亦代表每名股东；及
- (i) 任何提交的仲裁均须视为授权仲裁庭进行公开聆讯及公布其裁决。

16. 其他

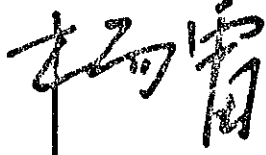
- 16.1 除非本协议另有明确规定，非本协议当事方无权执行本协议的任何条款。为免生疑问，任何非本协议当事方不应享有任何根据香港法例第 623 章《合约第三者权利条例》执行本协议条款的权利。这不影响第三方在上述条例外存在或可获得的权利或救济。
- 16.2 本协议可由本协议任何一方或多方签署多份文本，每一份文本均构成原件，并总体构成一份相同的协定。

(本页以下无正文)

(本页为签署页，无正文)

本协议由以下双方于首页日期签署。

Cirrus Aircraft Limited
(西锐飞机有限公司)

A handwritten signature in black ink, appearing to be '杨雷' (Yang Lei), written in a cursive style. The signature is positioned above a horizontal line.

姓名：杨雷

职位：非执行董事及董事长

(本页为签署页，无正文)

本人确认接纳贵公司之委任及上述条款。

A handwritten signature in black ink, appearing to be the Chinese characters '王晖' (Wang Hui), written in a cursive style. The signature is positioned above a horizontal line.

姓名：王晖

日期：2024年6月23日

Cirrus Aircraft Limited
(西锐飞机有限公司)
(于开曼群岛注册成立之有限公司)

宋庆春

中国广东省
珠海市金湾区
山湖海路188号
中航花园

敬启者：

2024年6月23日

关于Cirrus Aircraft Limited（西锐飞机有限公司）（“本公司”及其子公司，合称为“本集团”）非执行董事之委任

本公司特此确认阁下获委任为本公司之非执行董事，聘用条件和条款如下：

1. 受限于本函其他条件和条款，本公司之章程、香港联合交易所有限公司证券上市规则（“上市规则”）及开曼群岛不时有效的公司法的规定（包括有关董事轮流退任的要求），阁下作为本公司之非执行董事的任期自董事会批准阁下作为公司的非执行董事的任命之日（2023年6月2日）之日起生效，为期三年，除非本公司或阁下其中一方至少提前三个月书面通知对方将终止阁下之委任。阁下在作为本公司非执行董事的任期届满后，可经本公司股东大会选举重选为本公司非执行董事。
2. 阁下在任期内，应基于本身之经验向本公司董事会（“董事会”）提出客观之意见，以确保本公司维持高水准的公司管治。阁下应确保在任期内能付出足够的时间及精力处理本公司的事务。另外，于符合有关法律及上市规则及获得阁下事先同意的前提下，阁下亦可能需要兼任本公司董事会不时成立的委员会之成员或主席。
3. 为了符合上市公司须履行的条件，阁下必须出席本公司的股东大会、董事会会议及阁下为成员之一的委员会之会议。若阁下在不得已的情况下无法出席上述会议，阁下须尽早通知董事长。
4. 阁下因向本公司提供非执行董事服务或为本公司经营之目的而支出的各种合理开支，如能出具有效的凭证，将由本公司给予报销。阁下在发生每项合理支出（包括海外消费及出差旅费）之前须得到董事长或指定人士的同意。
5. 阁下同意本公司全权决定阁下是否有权参与本公司的任何股权激励计划、分红计划或其他同类计划。
6. 就阁下出任本公司非执行董事及履行非执行董事的职责，本公司不会向阁下支付任何董事薪酬。

7. 就阁下履行作为本公司非执行董事的职责而言，本公司应向具信誉的保险公司投保，并在阁下获委任的所有期间维持适当的董事责任保险。本公司有权取消、更改有关责任保险计划（包括保险范围及保险赔偿金额）或更换有关的保险公司。
8. 在阁下发生下列情形之一时，本公司与阁下作为非执行董事的聘用关系在本公司发出通知后立即自动终止（不需就聘用关系终止发出任何通知或作出赔偿）：
 - 8.1 依据本公司的章程细则停任董事职位；
 - 8.2 阁下严重违反本委任函之任何条款或条件
 - 8.3 阁下做出或被做出任何破产行为或无力偿债或因其他原因被法律或适用规定禁止担任本公司董事或履行本委任函中的职责；
 - 8.4 股东于本公司股东大会中通过终止聘用阁下为非执行董事的决议；
 - 8.5 阁下在连任选举中并未获得连任；或
 - 8.6 法律法规或本公司的章程细则规定的其他情形。

不论自动终止出于上述何种原因，阁下及本公司于该等原因发生前在本委任函下发生的或于自动终止前明确说明在终止后应该继续的权利义务，不应受到该等自动终止的影响。

9. 在本公司要求或在阁下不再担任公司非执行董事时，阁下应立即将所有归于阁下作为本公司非执行董事期间所制作或拥有的并与所履行之职责或本公司业务相关的（不论以何种形式）所有信件、笔记、备忘录、记录（包括文字记录及 / 或其他任何形式的记录）按本公司要求销毁、交还或提交给本公司。上述资料为本集团财产，阁下无权且不应保留任何副本。
10. 阁下向本公司作出承诺，表示于履行其非执行董事职务时会完全遵守所有适用的法例及规则，包括但不限于上市规则（包括《上市发行人董事进行证券交易的标准守则》）、香港证券及期货事务监察委员会所颁布的《公司收购、合并及股份回购守则》、香港法例第 571 章《证券及期货条例》、香港法例第 32 章《公司(清盘及杂项条文)条例》、香港法例第 622 章《公司条例》、香港公司注册处发布的《董事责任指引》及香港董事学会发布的《董事指引》及其它所有有关法律或规则所载的有关约束及义务规定。
11. 阁下不能在未经董事会同意之前向新闻界、传媒、风险资本家、经纪、银行、财经分析员及 / 或任何与股票市场及投资大众有关的人士以本公司名义作出或与本公司有关的任何声明。
12. 阁下保证，无论何时，包括出任本公司非执行董事期间及以后，不会：

- 12.1 损害本集团利益、或以任何方式向任何人士泄露或传播任何阁下在履行非执行董事职务过程中所获得或接触到的有关本集团业务或事务之商业秘密或任何机密信息（需知悉该信息的本集团任何成员的董事或雇员或对本集团有保密义务的专业顾问或代理人，或监管机构或法律要求披露的除外）；或
- 12.2 以任何方式为阁下自己的利益或为非本集团的任何目的而使用任何阁下可能不时收集的关于本集团任何成员的机密性质的信息或资料。

但上述 12.1 及 12.2 之限制并不应用于来自公共领域的资讯或资料（除非该泄露是因阁下所致）。

13. 本函的订立、解释、履行和争议的解决，均受香港法律的管辖，并按香港法律诠释。如有任何争议，双方不可撤回地接受香港法院的非排他性管辖权。
14. 本函可由本函任何一方或多方签署多份文本，每一份文本均构成原件，并总体构成一份相同的协定。

请于此函附上之副本上签署及交回本公司，以确认阁下已接纳本公司之委任及其条款。若阁下对上述的条款有任何疑问，请与本公司联络。联络资料如下：

至本公司：

地址：Maples Corporate Services Limited, PO Box 309, Umland House, Grand Cayman, KY1-1104, Cayman Islands
收件人：董事会

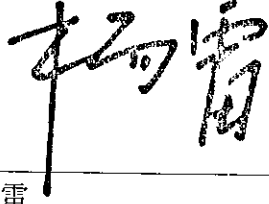
至阁下：

地址：中国广东省
珠海市金湾区
山湖海路188号
中航花园
电邮：songqingchun@caiga.cn

（本页以下无正文）

(本页为签署页，无正文)

Cirrus Aircraft Limited
(西锐飞机有限公司)

A handwritten signature in black ink, appearing to be the Chinese characters '杨雷' (Yang Lei), written in a cursive style. The signature is positioned above a horizontal line.

姓名：杨雷

职位：非执行董事及董事长

[非执行董事聘用函的签字页]

(本页为签署页，无正文)

本人确认接纳贵公司之委任及上述条款。



姓名：宋庆春

日期：2024年6月23日

[非执行董事聘用函的签字页]

Cirrus Aircraft Limited
(西锐飞机有限公司)
(于开曼群岛注册成立之有限公司)

刘亮

中国广东省
珠海市金湾区
山湖海路188号
中航花园4栋
204室

敬启者：

2024年6月23日

关于Cirrus Aircraft Limited（西锐飞机有限公司）（“本公司”及其子公司，合称为“本集团”）非执行董事之委任

本公司特此确认阁下获委任为本公司之非执行董事，聘用条件和条款如下：

1. 受限于本函其他条件和条款，本公司之章程、香港联合交易所有限公司证券上市规则（“上市规则”）及开曼群岛不时有效的公司法的规定（包括有关董事轮流退任的要求），阁下作为本公司之非执行董事的任期自董事会批准阁下作为公司的非执行董事的任命之日（2023年6月2日）起生效，为期三年，除非本公司或阁下其中一方至少提前三个月书面通知对方将终止阁下之委任。阁下在作为本公司非执行董事的任期届满后，可经本公司股东大会选举重选为本公司非执行董事。
2. 阁下在任期内，应基于本身之经验向本公司董事会（“董事会”）提出客观之意见，以确保本公司维持高水准的公司管治。阁下应确保在任期内能付出足够的时间及精力处理本公司的事务。另外，于符合有关法律及上市规则及获得阁下事先同意的前提下，阁下亦可能需要兼任本公司董事会不时成立的委员会之成员或主席。
3. 为了符合上市公司须履行的条件，阁下必须出席本公司的股东大会、董事会会议及阁下为成员之一的委员会之会议。若阁下在不得已的情况下无法出席上述会议，阁下须尽早通知董事长。
4. 阁下因向本公司提供非执行董事服务或为本公司经营之目的而支出的各种合理开支，如能出具有效的凭证，将由本公司给予报销。阁下在发生每项合理支出（包括海外消费及出差旅费）之前须得到董事长或指定人士的同意。
5. 阁下同意本公司全权决定阁下是否有权参与本公司的任何股权激励计划、分红计划或其他同类计划。
6. 就阁下出任本公司非执行董事及履行非执行董事的职责，本公司不会向阁

下支付任何董事薪酬。阁下董事薪酬（如适用）的厘定方案由股东大会批准，本公司薪酬委员会可就董事薪酬作出建议。

7. 就阁下履行作为本公司非执行董事的职责而言，本公司应向具信誉的保险公司投保，并在阁下获委任的所有期间维持适当的董事责任保险。本公司有权取消、更改有关责任保险计划（包括保险范围及保险赔偿金额）或更换有关的保险公司。

8. 在阁下发生下列情形之一时，本公司与阁下作为非执行董事的聘用关系在本公司发出通知后立即自动终止（不需就聘用关系终止发出任何通知或作出赔偿）：

8.1 依据本公司的章程细则停任董事职位；

8.2 阁下严重违反本委任函之任何条款或条件

8.3 阁下做出或被做出任何破产行为或无力偿债或因其他原因被法律或适用规定禁止担任本公司董事或履行本委任函中的职责；

8.4 股东于本公司股东大会中通过终止聘用阁下为非执行董事的决议；

8.5 阁下在连任选举中并未获得连任；或

8.6 法律法规或本公司的章程细则规定的其他情形。

不论自动终止出于上述何种原因，阁下及本公司于该等原因发生前在本委任函下发生的或于自动终止前明确说明在终止后应该继续的权利义务，不应受到该等自动终止的影响。

9. 在本公司要求或在阁下不再担任公司非执行董事时，阁下应立即将所有归于阁下作为本公司非执行董事期间所制作或拥有的并与所履行之职责或本公司业务相关的（不论以何种形式）所有信件、笔记、备忘录、记录（包括文字记录及 / 或其他任何形式的记录）按本公司要求销毁、交还或提交给本公司。上述资料为本集团财产，阁下无权且不应保留任何副本。

10. 阁下向本公司作出承诺，表示于履行其非执行董事职务时会完全遵守所有适用的法例及规则，包括但不限于上市规则（包括《上市发行人董事进行证券交易的标准守则》）、香港证券及期货事务监察委员会所颁布的《公司收购、合并及股份回购守则》、香港法例第 571 章《证券及期货条例》、香港法例第 32 章《公司(清盘及杂项条文)条例》、香港法例第 622 章《公司条例》、香港公司注册处发布的《董事责任指引》及香港董事学会发布的《董事指引》及其它所有有关法律或规则所载的有关约束及义务规定。

11. 阁下不能在未经董事会同意之前向新闻界、传媒、风险资本家、经纪、银行、财经分析员及 / 或任何与股票市场及投资大众有关的人士以本公司名义作出或与本公司有关的任何声明。

12. 阁下保证，无论何时，包括出任本公司非执行董事期间及以后，不会：

12.1 损害本集团利益、或以任何方式向任何人士泄露或传播任何阁下在履行非执行董事职务过程中所获得或接触到的有关本集团业务或事务之商业秘密或任何机密信息（需知悉该信息的本集团任何成员的董事或雇员或对本集团有保密义务的专业顾问或代理人，或监管机构或法律要求披露的除外）；或

12.2 以任何方式为阁下自己的利益或为非本集团的任何目的而使用任何阁下可能不时收集的关于本集团任何成员的机密性质的信息或资料。

但上述 12.1 及 12.2 之限制并不应用于来自公共领域的资讯或资料（除非该泄露是因阁下所致）。

13. 本函的订立、解释、履行和争议的解决，均受香港法律的管辖，并按香港法律诠释。如有任何争议，双方不可撤回地接受香港法院的非排他性管辖权。

14. 本函可由本函任何一方或多方签署多份文本，每一份文本均构成原件，并总体构成一份相同的协定。

请于此函附上之副本上签署及交回本公司，以确认阁下已接纳本公司之委任及其条款。若阁下对上述的条款有任何疑问，请与本公司联络。联络资料如下：

至本公司：

地址：Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
收件人：董事会

至阁下：

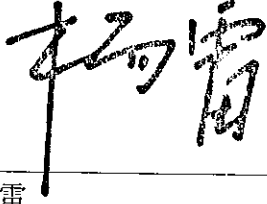
地址：中国广东省
珠海市金湾区
山湖海路188号
中航花园4栋
204室

电邮：liul136@avic.com

（本页以下无正文）

(本页为签署页，无正文)

Cirrus Aircraft Limited
(西锐飞机有限公司)

A handwritten signature in black ink, consisting of stylized Chinese characters '杨雷' (Yang Lei). The signature is written above a horizontal line.

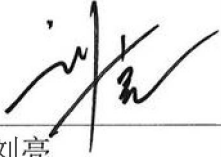
姓名：杨雷

职位：非执行董事及董事长

[非执行董事聘用函的签字页]

(本页为签署页，无正文)

本人确认接纳贵公司之委任及上述条款。



姓名：刘亮

日期：2024年6月23日

[非执行董事聘用函的签字页]

Cirrus Aircraft Limited
(西锐飞机有限公司)
(于开曼群岛注册成立之有限公司)

李屹晖

中国广东省
珠海市金湾区
山湖海路188号
中航花园15栋
902室

敬启者：

2024年 6 月 23 日

关于Cirrus Aircraft Limited（西锐飞机有限公司）（“本公司”及其子公司，合称为“本集团”）非执行董事之委任

本公司特此确认阁下获委任为本公司之非执行董事，聘用条件和条款如下：

1. 受限于本函其他条件和条款，本公司之章程、香港联合交易所有限公司证券上市规则（“上市规则”）及开曼群岛不时有效的公司法的规定（包括有关董事轮流退任的要求），阁下作为本公司之非执行董事的任期自董事会批准阁下作为公司的非执行董事的任命之日（2023年6月2日）之日起生效，为期三年，除非本公司或阁下其中一方至少提前三个月书面通知对方将终止阁下之委任。阁下在作为本公司非执行董事的任期届满后，可经本公司股东大会选举重选为本公司非执行董事。
2. 阁下在任期内，应基于本身之经验向本公司董事会（“董事会”）提出客观之意见，以确保本公司维持高水准的公司管治。阁下应确保在任期内能付出足够的时间及精力处理本公司的事务。另外，于符合有关法律及上市规则及获得阁下事先同意的前提下，阁下亦可能需要兼任本公司董事会不时成立的委员会之成员或主席。
3. 为了符合上市公司须履行的条件，阁下必须出席本公司的股东大会、董事会会议及阁下为成员之一的委员会之会议。若阁下在不得已的情况下无法出席上述会议，阁下须尽早通知董事长。
4. 阁下因向本公司提供非执行董事服务或为本公司经营之目的而支出的各种合理开支，如能出具有效的凭证，将由本公司给予报销。阁下在发生每项合理支出（包括海外消费及出差旅费）之前须得到董事长或指定人士的同意。
5. 阁下同意本公司全权决定阁下是否有权参与本公司的任何股权激励计划、分红计划或其他同类计划。
6. 就阁下出任本公司非执行董事及履行非执行董事的职责，本公司不会向阁下支付任何董事薪酬。

7. 就阁下履行作为本公司非执行董事的职责而言，本公司应向具信誉的保险公司投保，并在阁下获委任的所有期间维持适当的董事责任保险。本公司有权取消、更改有关责任保险计划（包括保险范围及保险赔偿金额）或更换有关的保险公司。
8. 在阁下发生下列情形之一时，本公司与阁下作为非执行董事的聘用关系在本公司发出通知后立即自动终止（不需就聘用关系终止发出任何通知或作出赔偿）：
 - 8.1 依据本公司的章程细则停任董事职位；
 - 8.2 阁下严重违反本委任函之任何条款或条件
 - 8.3 阁下做出或被做出任何破产行为或无力偿债或因其他原因被法律或适用规定禁止担任本公司董事或履行本委任函中的职责；
 - 8.4 股东于本公司股东大会中通过终止聘用阁下为非执行董事的决议；
 - 8.5 阁下在连任选举中并未获得连任；或
 - 8.6 法律法规或本公司的章程细则规定的其他情形。

不论自动终止出于上述何种原因，阁下及本公司于该等原因发生前在本委任函下发生的或于自动终止前明确说明在终止后应该继续的权利义务，不应受到该等自动终止的影响。

9. 在本公司要求或在阁下不再担任公司非执行董事时，阁下应立即将所有归于阁下作为本公司非执行董事期间所制作或拥有的并与所履行之职责或本公司业务相关的（不论以何种形式）所有信件、笔记、备忘录、记录（包括文字记录及 / 或其他任何形式的记录）按本公司要求销毁、交还或提交给本公司。上述资料为本集团财产，阁下无权且不应保留任何副本。
10. 阁下向本公司作出承诺，表示于履行其非执行董事职务时会完全遵守所有适用的法例及规则，包括但不限于上市规则（包括《上市发行人董事进行证券交易的标准守则》）、香港证券及期货事务监察委员会所颁布的《公司收购、合并及股份回购守则》、香港法例第 571 章《证券及期货条例》、香港法例第 32 章《公司(清盘及杂项条文)条例》、香港法例第 622 章《公司条例》、香港公司注册处发布的《董事责任指引》及香港董事学会发布的《董事指引》及其它所有有关法律或规则所载的有关约束及义务规定。
11. 阁下不能在未经董事会同意之前向新闻界、传媒、风险资本家、经纪、银行、财经分析员及 / 或任何与股票市场及投资大众有关的人士以本公司名义作出或与本公司有关的任何声明。
12. 阁下保证，无论何时，包括出任本公司非执行董事期间及以后，不会：

12.1 损害本集团利益、或以任何方式向任何人士泄露或传播任何阁下在履行非执行董事职务过程中所获得或接触到的有关本集团业务或事务之商业秘密或任何机密信息（需知悉该信息的本集团任何成员的董事或雇员或对本集团有保密义务的专业顾问或代理人，或监管机构或法律要求披露的除外）；或

12.2 以任何方式为阁下自己的利益或为非本集团的任何目的而使用任何阁下可能不时收集的关于本集团任何成员的机密性质的信息或资料。

但上述 12.1 及 12.2 之限制并不应用于来自公共领域的资讯或资料（除非该泄露是因阁下所致）。

13. 本函的订立、解释、履行和争议的解决，均受香港法律的管辖，并按香港法律诠释。如有任何争议，双方不可撤回地接受香港法院的非排他性管辖权。

14. 本函可由本函任何一方或多方签署多份文本，每一份文本均构成原件，并总体构成一份相同的协定。

请于此函附上之副本上签署及交回本公司，以确认阁下已接纳本公司之委任及其条款。若阁下对上述的条款有任何疑问，请与本公司联络。联络资料如下：

至本公司：

地址：Maples Corporate Services Limited, PO Box 309, Umland House, Grand Cayman, KY1-1104, Cayman Islands

收件人：董事会

至阁下：

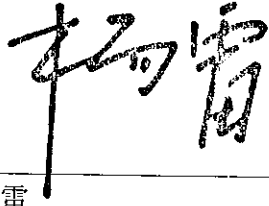
地址：中国广东省
珠海市金湾区
山湖海路188号
中航花园15栋
902室

电邮：liyihui@caiga.cn

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Cirrus Aircraft Limited
(西锐飞机有限公司)

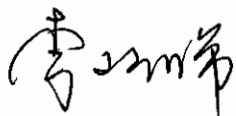
A handwritten signature in black ink, appearing to be the Chinese characters '杨雷' (Yang Lei), written in a cursive style. The signature is positioned above a horizontal line.

姓名：杨雷

职位：非执行董事及董事长

(本页为签署页，无正文)

本人确认接纳贵公司之委任及上述条款。



姓名：李屹晖

日期：2024年6月23日

[非执行董事聘用函的签字页]

Date: June 23, 2024

**Cirrus Aircraft Limited
(西锐飞机有限公司)**

and

Zean Hoffmeister Vang Nielsen

EXECUTIVE DIRECTOR SERVICE AGREEMENT

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THIS AGREEMENT is made the 23th day of June 2024 .

BETWEEN

- (1) **Cirrus Aircraft Limited** (西锐飞机有限公司), a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Company**”); and
- (2) **Zean Hoffmeister Vang Nielsen** of No. 1722 of Lake Avenue, Wilmette, Illinois, the United States (the “**Director**”).

WHEREAS the Company has agreed to employ the Director and the Director has agreed to serve the Company as an executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

IT IS HEREBY AGREED:

1. INTERPRETATION

- 1.1 The following terms and expressions shall have the following meanings unless the context otherwise requires:

“ Appointment ”	means the appointment of the Director pursuant to Clause 2 of this Agreement;
“ Associates ”	has the meaning given to it in the Listing Rules;
“ Board ”	means the board of directors from time to time of the Company or, if the context may require, the majority of directors present and voting at any meeting of the Board duly convened and held, or board committees authorized by the Board of directors;
“ Business ”	means the business carried out by the Group or any member of the Group from time to time;
“ Companies Ordinance ”	means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (if applicable), as amended, supplemented or otherwise modified from time to time;
“ Confidential Information ”	means all information, technology and records (in whatever form held) which are confidential or not generally known to the public concerning the

business of the Group, including without limitation (without prejudice to the above general principle) all programs, designs, specifications, photographs, data, information, tools, equipment, marketing plans, inventions, manuals and directions, all customer lists, supplier lists, sales data, financial information, business plans and budget data, all technical or other professional and computer software, and all accounting and tax records, communications, directions and inquiries (but excluding any information or materials leaked as a result of the Director's breach of this Agreement);

- “Group”** means the Company and its subsidiaries from time to time;
- “Hong Kong”** means the Hong Kong Special Administrative Region of the People's Republic of China;
- “Listing Rules”** means the Rules Governing the Listing of Securities on the Stock Exchange;
- “Memorandum and Articles of Association”** means the memorandum and association and articles of association of the Company, as amended from time to time;
- “PRC”** means the People's Republic of China. References in this Agreement to the PRC exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;
- “Securities and Futures Ordinance”** means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise amended from time to time;
- “Stock Exchange”** means The Stock Exchange of Hong Kong Limited; and
- “Takeovers Code”** means the Codes on Takeovers and Mergers and Share Buy-backs approved by the Securities and Futures Commission, as amended from time to time.

- 1.2 References herein to “Clause(s)” are to clause(s) of this Agreement. The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.3 Any gender used in the Agreement include all other genders; References to persons include individuals, partnerships, corporations, bodies corporate or unincorporate. Words importing the singular include the plural and vice versa.
- 1.4 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.

2. APPOINTMENT

- 2.1 The Company agrees to employ the Director and the Director agrees to serve as an executive director of the Company to carry out his/her duties hereunder subject to and upon the terms set out below.
- 2.2 Subject to the provisions for termination set out in Clause 7 and the provisions of the Memorandum and Articles of Association relating to the retirement by rotation of directors, the Appointment shall be effective from the date on which the Appointment was approved by the Board (i.e., June 2, 2023), and the term shall be for an initial term of three (3) years. Upon expiry of the term, the Director may be re-elected and re-appointed for successive periods of three (3) years, subject to mutual agreement and compliance with the relevant provisions of the Listing Rules, unless and until terminated by either party giving to the other not less than three (3) months’ prior notice in writing. If the Director is re-appointed, the terms of this Agreement shall remain effective unless otherwise agreed by the parties or recommended by the Company’s remuneration committee.
- 2.3 The Director represents and warrants to the Company that there is no and he/she is not subject to, in any respect, any court order, injunction, agreement, arrangement or undertaking of a regulatory authority which restricts or prohibits him/her from entering into this Agreement or performing his/her obligations and duties hereunder.

3. EXECUTIVE DIRECTOR’S DUTIES

- 3.1 The Director hereby undertakes to the Company that during the term of the Appointment, he/she shall carry out his/her duties hereunder using his/her best endeavours, faithfully and diligently and to act in the best interests of the Group.
- 3.2 Without prejudice to the general principles of Clause 3.1:
- (a) The Director hereby warrants and undertakes to the Company (for itself and

on behalf of each of its shareholders) as follows:

- (i) in the discharge of his/her duties hereunder, to observe and comply with the Companies Ordinance, the Memorandum and Articles of Association, this Agreement, resolutions of the general meeting of the Company and resolutions of the Board, the Listing Rules, the Takeovers Code, the Securities and Futures Ordinance, A Guide on Directors' Duties issued by the Hong Kong Companies Registry, the Guidelines for Directors issued by the Hong Kong Institute of Directors and the provisions of other relevant and applicable laws and regulations, and agree that the Company shall have the remedies in accordance with the Memorandum and Articles of Association and that neither this Agreement nor his/her office shall be transferable;
 - (ii) to comply with and carry out the duties to shareholders under the common law and the Memorandum and Articles of Association; and
 - (iii) that his/her information in the Personal Details Form her is correct and that he/she will notify the Company and the Stock Exchange promptly of any changes to such information.
- (b) During the term of office, the Director shall promptly give to the Board all such information as the Board may reasonably require in relation to the conduct of its affairs and shall comply with the regulations and resolutions of the Board.
 - (c) During the term of office, the Director shall devote his/her attention and diligence to the Business and interests of the Company, and shall personally conduct the Business of the Company during normal business hours and at such other times as the Company may reasonably require.
 - (d) During the term of office, the Director shall observe and comply with all rules and regulations established by the Company with respect to directors and officers.
 - (e) The Director shall report properly and fully to the Board at any time on the performance of his/her duties (in writing if so requested).
 - (f) The Director shall act honestly and in good faith in exercising the rights conferred upon him/her by the Company and shall not place himself/herself in a position where his/her interests and obligations may conflict. This principle includes, but with no limitation to, the obligations to fulfill the following:

- (i) shall exercise the rights for the purposes for which they were granted;
- (ii) shall personally exercise the discretionary rights granted by the Memorandum and Articles of Association and shall not be manipulated by others;
- (iii) shall not in any way enter into any contracts or transactions for himself/herself or his/her associates with any members of the Group, unless otherwise provided for in the Memorandum and Articles of Association, permitted by law and without contravening the Listing Rules, or approved by the shareholders of the Company in general meeting with knowledge of the circumstances;
- (iv) shall not in any way use the Group's property for personal gain;
- (v) shall not in any way deprive the Group of property by himself/herself or his/her associates, including but not limited to the business opportunities of the Group; and
- (vi) shall not use his/her position in the Company for his/her own personal gain or that of his/her associates.

3.3 Subject to compliance with relevant laws and the Listing Rules and the prior consent of the Director, the Director may also be appointed as a member or the chairperson of the committee(s) of the Board as may be established from time to time.

3.4 In order to comply with the requirements for a listed company, the Director shall attend, either in person or virtually, the general meetings of the Company, meetings of the Board and of any Board committee(s) of which he/she is a member. If the Director is unavoidably unable to attend the meeting, he/she shall notify the chairman of the Board at his/her earliest convenience.

3.5 The Company shall take out, and at all times during the term of the Appointment, maintain appropriate directors' and officers' liability insurance with a reputable insurance company in accordance with the provisions of the Listing Rules. The Company shall have the right to cancel, change the liability insurance plan (including insurance coverage and compensation amount) or change the relevant insurance company.

3.6 The Director shall comply with the requirements and obligations in the Employment Agreements (as defined in Clause 4.1 below) when making any statement in the

name of or in connection with the Company to the press, media, venture capitalists, brokers, banks, financial analysts and/or any person in relation to the stock market and the investing public.

4. REMUNERATION

- 4.1 No remuneration shall be paid by the Company to the Director for the performance of his duties as an executive director under the Appointment. As the chief executive officer of the Company, the Director shall be entitled to remuneration, and discretionary bonuses as determined by the Board with reference to his experience, responsibilities, workload, time spent, contribution to the Company, remuneration paid by comparable companies and the performance of the Company. For the avoidance of doubt, remuneration for the Director's role in other entities of the Group shall be governed by those separate employment and merit agreements including, without limitation, agreements for employment, short-term incentive plan, long-term incentive plan and for IPO incentive (collectively, the "Employment Agreements"). Nothing in this Agreement shall be construed to amend, delete, supersede or in any way alter the terms of the Employment Agreements.
- 4.2 The determination of the remuneration of the Director (for his role as the Director of the Company) shall be approved by the shareholders of the Company in general meeting and the remuneration committee of the Company may make recommendations on the remuneration of directors.
- 4.3 The Director may be granted share options and/or share incentives pursuant to the restricted share unit schemes and/or other employee option or incentive schemes adopted by the Company (if any) from time to time. The Company has the absolute discretion to amend the terms of such option and/or incentive schemes from time to time. The Company may, in its absolute discretion, determine whether to pay the Director a bonus (including the amount of such bonus, if any) and such additional benefits as it deems appropriate in light of the business performance of the Company and his/her performance. Such share options or share incentives, bonuses and additional benefits are subject to the confirmation of the remuneration committee of the Board.
- 4.4 The Director shall be responsible for all the applicable taxes of his/her remuneration and benefits.

5. EXPENSES

The Director is entitled to:

- (a) be reimbursed for all reasonable out-of-pocket expenses properly and reasonably incurred by him/her in the performance of his/her duties hereunder or in connection with the Business of the Company, provided that the Director provides all the relevant receipts and vouchers as the Board may require. The Company may also provide the Director with funds in advance to cover various necessary expenses, provided that the Director

provides the Company with a valid receipt or voucher for verification as soon as possible after the use of such funds or regularly as the Company may require;

- (b) participate in the medical and accident insurance plans as the Company may from time to time establish for its directors or senior management members, subject to the terms and conditions of such plans which may be amended, varied, modified or supplemented from time to time; and
- (c) enroll and participate in a retirement scheme adopted by the Company for the benefits of its employees, subject to the terms and conditions contained in the relevant scheme, as may be amended, varied, modified or supplemented from time to time.

6. LEAVE

- 6.1 During the term of the Appointment, the Director shall (in addition to Saturdays, Sundays and statutory holidays) be entitled to paid holidays pursuant to the Company's internal human resources policy, provided that the Director should notify the Company's human resources department three days in advance.

7. TERMINATION

- 7.1 Either party under this Agreement shall be entitled to terminate this Agreement without cause in writing by giving the other party not less than three (3) months' notice in writing.
- 7.2 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement, the Company is entitled to terminate this Agreement in the following circumstances:
 - (a) If the Director is incapacitated or unable to perform his/her duties under this Agreement by reason of illness, injury or accident for 120 consecutive or cumulative days in any 12-month period, the Company may terminate this Agreement by giving not less than one (1) month's notice or by paying one (1) additional month's remuneration, as applicable. The Company shall withdraw such notice if the Director provides the Company with a medical certificate satisfactory to the Board that he/she has made a full recovery within the time of the notice given under this sub-Clause (a) and there is no reasonable cause to believe that the illness in question will recur.
 - (b) The Company may terminate the Appointment with immediate effect without compensation in the following circumstances:
 - (i) the Director commits any serious or willful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);

- (ii) the Director is guilty of dishonesty or any grave misconduct or willful neglect in the discharge of his/her duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iii) the Director becomes of unsound mind;
- (iv) the Director becomes bankrupt or makes any arrangement or composition with his/her creditors generally or has a receiving order made against him/her;
- (v) the Director is guilty of conduct tending to bring himself/herself or any member of the Group into disrepute;
- (vi) the Director is prohibited by law from fulfilling his/her duties hereunder;
- (vii) the Director is convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect his/her position in the Company);
- (viii) the Director refuses to carry out any reasonable lawful order given to him/her by the Board in the course of his/her employment or fails to diligently attend to his/her duties hereunder;
- (ix) the Director improperly divulges to any unauthorized person any Confidential Information or any other business secret or details of the organization, business or clientele of the Group, but this obligation shall not extend to any information that is in the public domain at the time of the disclosure;
- (x) the Director retires as a director of the Company and does not offer himself/herself for re-election as a director of the Company in accordance with the provisions of the Memorandum and Articles of Association relating to the rotation of directors, or a resolution for re-election as an executive director is not passed by the shareholders of the Company in general meeting, or a resolution to terminate his/her employment as an executive director is passed by the shareholders of the Company in general meeting; and
- (xi) the Company terminates this Agreement without notice for any other reasons permitted by law.

7.3 If the Company becomes entitled to terminate the Appointment pursuant to Clause 7.2(b), it shall be entitled to suspend the Director with or without payment of salary, in full or in part, for so long as it may think fit.

7.4 Upon the termination of the Appointment howsoever arising, the Director shall:-

- (a) forthwith destroy, return or deliver to the Company all Confidential Information and all other registers, documents, notes, memoranda, records (including transcripts and/or records in any other form), original information, data, credit cards, correspondence, accounts and other property of or relating to the Group (in whatever form) which may then be in his/her possession or under his/her power or control as required by the Company, whether or not such information was originally provided to the Director by the Company. Such information is the property of the Group and the Director may not retain copies of such information;
- (b) immediately resign from all offices held by him/her with the Company without any severance payment. If the Director fails to resign, the Director hereby irrevocably authorize the Company to appoint another person to execute any document and do anything in his/her name and on his/her behalf to give effect to such resignation. For the avoidance of doubt, resignation of offices with the Company shall not be construed as resignation from other roles in the Group, as those resignation(s) and the related severance payment(s), as applicable, shall be governed by the Employment Agreements;
- (c) repay to the Company of all outstanding amounts (if any);
- (d) not at any time thereafter represent himself as a person connected with the Company in any respect except in capacity he/she might still have from other roles in the Group; and
- (e) undertake to assist the Company to notify the Stock Exchange immediately and to explain the reasons therefor and to provide any information and/or documents that the Stock Exchange may require.

7.5 The Director agrees that all the intellectual property rights formed, developed, created or produced by himself/herself during the performance of his/her duties under this Agreement shall be the sole property of the Company, except for such intellectual property rights formed, developed, created or produced by the Director outside of his/her working hours without the use of property or resources belonging to the Company.

7.6 The termination of the Appointment under this Agreement is without prejudice to any rights accrued by both parties upon termination, and the provisions of Clauses 8, 9, 10, 14 and 15 shall continue to apply notwithstanding the termination of this Agreement (all of such clauses shall survive the termination of this Agreement or the Appointment).

8. RESTRAINT ON ACTIVITIES OF THE DIRECTOR

8.1 The Director hereby agrees that, during the term of the Appointment and for a period of one (1) year after the termination of the Appointment, he/she will not:

(a) make any false or misleading statement about the Group at any time.

8.2 After the termination of the Appointment, if the Director continues to hold other positions in any member of the Group, he/she shall also comply with the laws and regulations, agreements and undertakings to which he/she is subject in holding such positions.

9. CONFIDENTIAL INFORMATION

9.1 Except for the proper performance of duties, the Director shall not at any time during the term of the Appointment and after the termination of the Appointment (with no time limit):

- (a) use, take away, conceal or destroy any Confidential Information for his/her own purpose or for any other purpose;
- (b) divulge or communicate any Confidential Information to any person, save to those of the employees, officials or professional consultants of the Group whose province is to know the same; or
- (c) through any negligence or failure to exercise all due care and diligence, cause any unauthorized disclosure of any Confidential Information,

provided that these restrictions shall cease to apply to any information or knowledge which (otherwise than through the default of the Director) has become available to the public generally or otherwise required by law or any applicable legislation to be disclosed.

10. RESTRICTIONS REASONABLE

While the restrictions contained in Clauses 8 and 9 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or any other member of the Group but would be valid if part of the wordings thereof were deleted or the periods (if any) thereof were reduced or area dealt with thereby were reduced in scope, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

11. SEVERABILITY

If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

12. DEFAULT

- 12.1 Time shall be of the essence of this Agreement. Failure or delay by any party hereto in exercising any power, right or remedy hereunder shall not constitute a waiver of such power, right or remedy, and no single or partial exercise of any power, right or remedy shall preclude the further exercise of the remainder of such power, right or remedy or the exercise of any other power, right or remedy to which it may be entitled.
- 12.2 If a party's breach of any provision of this Agreement results in irreparable loss to the other and monetary damages would not be an adequate remedy, the aggrieved party shall be entitled (without prejudice to its right to other remedies, including monetary damages, and without security deposit or other security) to mandatory remedies or such other remedies as permitted by law or regulation to avoid or prevent a breach of this Agreement.
- 12.3 The remedies provided for in this Agreement are cumulative and not exclusive of any remedies provided by law.

13. FORMER SERVICE AGREEMENTS

- 13.1 This Agreement and the Memorandum and Articles of Association embody all of the terms and provisions of and relating to the Appointment by the Company. This Agreement substitutes and supersedes any previous service agreements, arrangements or undertakings (if any) entered into between the Director and the Company in respect of such Appointment.
- 13.2 The terms of this Agreement may not be amended, varied, modified or supplemented without the written consent of both parties to this Agreement.
- 13.3 This Agreement shall not be capable of being assigned by either party to any person or its successor without the written consent of the other party to this Agreement.

14. NOTICE

- 14.1 Any notice given under this Agreement to the Director may be served by hand or by registered post or courier to his/her address as set out in this Agreement or as otherwise notified by the Director in writing or, if sent by email, to znielsen@cirrusaircraft.com or other email address as otherwise notified by him/her in writing; and any notice to the Company may be served by hand or by registered post or courier to its principal place of business.
- 14.2 Any notice served by registered post or courier shall be deemed to have been delivered on the third day (in addition to Saturdays, Sundays and statutory holidays) following the date of dispatch. A properly addressed note of delivery by registered post or courier (postage-paid mail) will constitute proof of service of the notice.
- 14.3 All notices and communications required to be served or given under this Agreement shall be in writing.

15. GOVERNING LAW AND ARBITRATION

15.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this Agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

15.2 The parties hereto agree that:

- (a) whenever any disputes or claims arise from this Agreement, the Company's Memorandum and articles of association or any rights or obligations conferred or imposed by other relevant laws and administrative regulations concerning the affairs of the Company between the Company and its directors or officers, the parties concerned shall resolve such disputes and claims through arbitration;
- (b) Where a dispute or claim described above is referred to arbitration, the entire dispute or claim shall be resolved through arbitration; all persons who have a cause of action based on the same facts giving rise to the dispute or claim or whose participation is necessary for the resolution of such dispute or claim, if they are shareholders, directors, manager or other officers of the Company or the Company, shall submit to arbitration;
- (c) disputes over who is a shareholder and over the share register do not have to be resolved through arbitration;
- (d) the party seeking arbitration shall do so with the Hong Kong International Arbitration Centre in accordance with its securities arbitration rules. Once the party seeking arbitration submits a dispute or claim to arbitration, the other party must submit to the arbitral body;
- (e) the laws of Hong Kong shall govern the arbitration of disputes or claims described in Clause 15.2(a) above, unless otherwise provided by law or administrative regulations;
- (f) the award of the arbitral body is final and shall be binding on the parties thereto;
- (g) this agreement to arbitrate is made by the Director with the Company on its own behalf and on behalf of each shareholder; and
- (h) any reference to arbitration shall be deemed to authorize the arbitral tribunal to conduct hearings in open session and to publish its award.

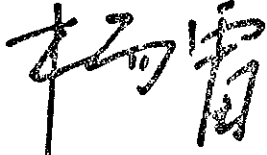
16. MISCELLANEOUS

- 16.1 A person who is not a party to this Agreement shall have no right to enforce any of its terms except and to the extent otherwise expressly provided for in this Agreement. For the avoidance of doubt, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Ordinance.
- 16.2 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

[Signatures to follow]

IN WITNESS whereof this Agreement has been duly executed the day and year first above written.

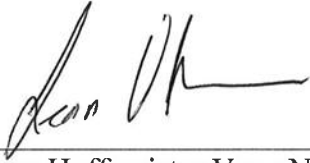
For and on behalf of
Cirrus Aircraft Limited
(西锐飞机有限公司)



Name: Lei YANG (杨雷)

Title: Non-executive Director and Chairman of the Board of Directors

IN WITNESS whereof this Agreement has been duly executed the day and year first above written.



Name: Zean Hoffmeister Vang NIELSEN
Title: Executive Director

Cirrus Aircraft Limited
(西銳飞机有限公司)
(Incorporated in the Cayman Islands with limited liability)

Mr. Ian H Chang

Room 29M, North Apartment, China World Apartment
No. 1 Jianguomenwai Street
Chaoyang District
Beijing, PRC

To:

June 23, 2024

Re: Cirrus Aircraft Limited (西銳飞机有限公司) (the “Company” and its subsidiaries, collectively the “Group”) – Appointment as independent non-executive director of the Company

The Company hereby confirms your appointment as an independent non-executive director of the Company (the “**Appointment**”) on and subject to the conditions and terms specified herein:

1. Subject to the other terms and conditions specified herein, the memorandum and articles of association of the Company (“**Articles**”), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and the company law of the Cayman Islands from time to time in force (including the requirement for the retirement of directors by rotation), the Appointment shall be effective from the date on which the shares of the Company are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) (the “**Listing Date**”), and the term shall be for an initial term of three (3) years, unless and until terminated by either party giving to the other not less than three (3) months’ prior notice in writing. Upon expiry of your term of office as an independent non-executive director of the Company, you may be re-elected as an independent non-executive director of the Company by election at a general meeting of the Company.
2. During your term of office, you shall provide objective and independent advice to the board of directors of the Company (the “**Board**”) based on your experience to ensure that the Company maintains high standards of corporate governance. You shall ensure that you are able to devote sufficient time and attention to the affairs of the Company during your term of office. As an independent non-executive director, you are required to (i) participate in meetings of the Board and provide independent judgment and advice on matters relating to strategies, policies, corporate performance, accountability, responsibility, resources, key appointments and standards of conduct; (ii) take the lead when other directors have potential conflicts of interest; (iii) conduct annual reviews of the implementation of the non-competition deed (if applicable) of the controlling shareholders of the Company and assist the Company in determining whether to accept new investment opportunities submitted to the Company in accordance with the non-competition deed; and (iv) subject to the Company providing you with sufficient resources, review the Company’s performance against its established corporate goals and objectives and to monitor reports

on the Company's performance. In addition, subject to compliance with relevant laws and the Listing Rules and your prior consent, you may also be appointed as a member or the chairperson of the committee(s) of the Board as may be established from time to time.

3. In order to comply with the requirements for a listed company, you shall attend the general meetings of the Company, meetings of the Board and of any Board committees of which you are a member. If you are unavoidably unable to attend the meeting, you shall notify the chairman of the Board at your earliest convenience.
4. The Company shall reimburse you for all reasonable expenses reasonably incurred by you in the performance of your duties as an independent non-executive director hereunder or for the purpose of the operation of the Company, subject to expenses being evidenced by a valid receipt. You must obtain the prior consent of the chairman of the Board or the designated person before incurring each reasonable expense (including overseas consumption and travel expenses).
5. You agree that the Company has the sole discretion to determine whether you are entitled to participate in any of the Company's share incentive schemes, profit-sharing schemes or other similar schemes.
6. The director's fee payable by the Company to you for the performance of your duties as an independent non-executive director under the Appointment shall be HKD400,000 (before tax) per financial year (calculated on a pro rata basis), calculated from the Listing Date. Your remuneration as specified herein is payable on the last day of each quarter. The determination of your remuneration shall be approved by the shareholders of the Company in general meeting and the remuneration committee of the Company may make recommendations on the remuneration of directors.
7. In the performance of your duties hereunder, the Company shall take out, and at all times during the term of the Appointment, maintain appropriate directors' and officers' liability insurance with a reputable insurance company. The Company shall have the right to cancel, change the liability insurance plan (including insurance coverage and compensation amount) or change the relevant insurance company.
8. Your Appointment as an independent non-executive director shall immediately and automatically be terminated with notice from the Company (without any notice or compensation to you) if any of the following circumstances occur:
 - 8.1 you cease to hold your office as a director pursuant to the Articles;
 - 8.2 you commit any material breach of any of the terms or conditions of this letter;
 - 8.3 you have committed or been committed any act of bankruptcy or insolvency or are otherwise prohibited by law or applicable regulations from being a director of the

Company or fulfilling your duties hereunder;

- 8.4 the shareholders of the Company in general meeting pass a resolution removing you from office as an independent non-executive director;
- 8.5 you are retired from the office or not re-elected as a director; or
- 8.6 other circumstances as stipulated by laws and regulations or the Articles.

Regardless of the reasons for automatic termination as described above, termination of the Appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such automatic termination or which are expressly stated to continue after the termination.

- 9. At any time if the Company shall so request or upon your ceasing to be an independent non-executive director of the Company, you shall forthwith at the Company's request destroy, return or deliver to the Company all correspondence, notes, memoranda, records (including transcripts and/or records in any other form), in whatever form, made by you or in your possession during the term of your Appointment hereunder and concerning your duties hereunder or the business of the Company. Such information is the property of the Group and you may not retain copies of such information.
- 10. You undertake to the Company that you will comply with all applicable laws and regulations in the performance of your duties as an independent non-executive director, including but not limited to the Listing Rules (including the Model Code for Securities Transactions by Directors of Listed Issuers), the Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), A Guide on Directors' Duties issued by the Hong Kong Companies Registry, the Guidelines for Directors and the Guide for Independent Non-Executive Directors issued by the Hong Kong Institute of Directors and all other relevant obligations and responsibilities specified in the relevant laws or regulations.
- 11. You shall not make any statement in the name of or in connection with the Company to the press, media, venture capitalists, brokers, banks, financial analysts and/or any person in relation to the stock market and the investing public without the prior consent of the Board.
- 12. You warrant that, at all times, including during and after your term as an independent non-executive director of the Company, you will not:
 - 12.1 prejudice the interests of the Group, or in any way divulge or disseminate to any person any trade secrets or any confidential information relating to the business or affairs of the Group which you may have acquired or accessed to in the course of

performance of your duties as an independent non-executive director (except where the disclosure is to a director or employee of any member of the Group or a professional adviser or agent under a duty of confidentiality to the Group who needs to know such information, or required by regulatory authorities or by law); or

- 12.2 use in any way any information or data of a confidential nature which you may collect from time to time about any member of the Group for your own account or for any purpose other than that of the Group.

However, the restrictions in Clauses 12.1 and 12.2 above shall not apply to any information or materials from the public domain (unless the divulgence was caused by you).

13. If you accept the Appointment by the Company as an independent non-executive director, you represent to the Company and the Stock Exchange that, to the best of your knowledge and belief, you have complied with Rules 3.12 and 3.13 of the Listing Rules. If, during your term as an independent non-executive director, (i) there is any change in circumstances which may affect your independence, or (ii) you cease to be qualified to act as an independent non-executive director of the Company under the Listing Rules, the Companies Ordinance, the Articles or other applicable laws, rules, or regulations, you shall notify the Company and the Stock Exchange as soon as practicable, and you shall confirm to the Company about your independence on an annual basis.
14. The conclusion, interpretation, performance and resolution of disputes in respect of this letter shall be governed by and construed in accordance with the laws of Hong Kong. In the event of any dispute, the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
15. This letter may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

Please kindly confirm acceptance of your appointment as an independent non-executive director of the Company as sated herein by signing and returning to the Company a copy of this letter. Should you have any questions on any terms above, please contact the Company using the contact information as follows:

To the Company:

Address: Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
Addressee: The Board of Directors

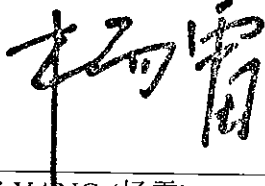
To the independent non-executive director:

Address: Room 29M, North Apartment, China World Apartment
No. 1 Jianguomenwai Street
Chaoyang District
Beijing, PRC
Email: ihchiker@outlook.com

[Signatures to follow]

Yours faithfully,

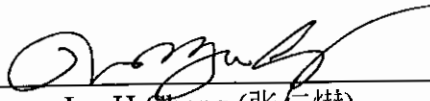
For and on behalf of
Cirrus Aircraft Limited
(西锐飞机有限公司)



Name: Lei YANG (杨雷)

Title: Non-executive Director and Chairman of the Board of Directors

I confirm my acceptance of my appointment as an independent non-executive director of the Company, subject to the terms and on the conditions set out in this letter.



Name: Ian H Chang (张仁赫)

Date: June 23, 2024

Cirrus Aircraft Limited
(西锐飞机有限公司)
(于开曼群岛注册成立之有限公司)

刘仲文
香港九龙
红磡环海路11号
海名轩2座16B

敬启者：

2024年6月23日

关于Cirrus Aircraft Limited（西锐飞机有限公司）（“本公司”及其子公司，合称为“本集团”）独立非执行董事之委任

本公司特此确认阁下获委任为本公司之独立非执行董事，聘用条件和条款如下：

1. 受限于本函其他条件和条款，本公司之章程、香港联合交易所有限公司证券上市规则（“上市规则”）及开曼群岛不时有效的公司法的规定（包括有关董事轮流退任的要求），阁下作为本公司之独立非执行董事的任期自本公司上市之日起生效，为期三年，除非本公司或阁下其中一方至少提前三个月书面通知对方将终止阁下之委任。阁下在作为本公司独立非执行董事的任期届满后，可经本公司股东大会选举重选为本公司独立非执行董事。
2. 阁下在任期内，应基于本身之经验向本公司董事会（“董事会”）提出客观及独立之意见，以确保本公司维持高水准的公司管治。阁下应确保在任期内能付出足够的时间及精力处理本公司的事务。作为一位独立非执行董事，阁下须（i）参与本公司董事会会议，在涉及战略、政策、公司表现、问责性、责任、资源、主要委任及操守准则等事宜上，提供独立的判断及意见；（ii）在其他董事出现潜在利益冲突时发挥牵头引导作用；（iii）对本公司控股股东对不竞争承诺函（如适用）的执行情况进行年度审查，并根据不竞争承诺函协助本公司决定是否接受向本公司提交的新投资机会；及（iv）在本公司为阁下提供足够资源之前提下，审查本公司的表现是否达到既定的企业目标和目的，并监察汇报本公司表现的事宜。另外，于符合有关法律及上市规则及获得阁下事先同意的前提下，阁下亦可能需要兼任本公司董事会不时成立的委员会之成员或主席。
3. 为了符合上市公司须履行的条件，阁下必须出席本公司的股东大会、董事会会议及阁下为成员之一的委员会之会议。若阁下在不得已的情况下无法出席上述会议，阁下须尽早通知董事长。
4. 阁下因向本公司提供独立非执行董事服务或为本公司经营之目的而支出的各种合理开支，如能出具有效的凭证，将由本公司给予报销。阁下在发生每项合理支出（包括海外消费及出差旅费）之前须得到董事长或指定人士的同意。
5. 阁下同意本公司全权决定阁下是否有权参与本公司的任何股权激励计划、分红计划或其他同类计划。

6. 就阁下出任本公司独立非执行董事及履行独立非执行董事的职责，阁下之董事报酬为每财政年度港币400,000元（税前）（若不足一个财政年度，按比例计算），自本公司之股票在香港联合交易所有限公司（“联交所”）上市之日起向阁下支付薪酬。在此订明的阁下之报酬于每季的最后一日支付。阁下董事报酬的厘定方案由股东大会批准，本公司薪酬委员会可就董事报酬作出建议。
7. 就阁下履行作为本公司独立非执行董事的职责而言，本公司应向具备信誉的保险公司投保，并在阁下获委任的所有期间维持适当的董事责任保险。本公司有权取消、更改有关责任保险计划（包括保险范围及保险赔偿金额）或更换有关的保险公司。
8. 在阁下发生下列情形之一时，本公司与阁下作为独立非执行董事的聘用关系在本公司发出通知后立即自动终止（不需就聘用关系终止发出任何通知或作出赔偿）：
 - 8.1 依据本公司的章程细则停任董事职位；
 - 8.2 阁下严重违反本委任函之任何条款或条件；
 - 8.3 阁下做出或被做出任何破产行为或无力偿债或因其他原因被法律或适用规定禁止担任公司董事或履行本委任函中的职责
 - 8.4 股东于本公司股东大会中通过终止聘用阁下为独立非执行董事的决议；
 - 8.5 阁下在连任选举中并未获得连任；或
 - 8.6 法律法规或本公司的章程细则规定的其他情形。

不论自动终止出于上述何种原因，阁下及本公司于该等原因发生前在本委任函下发生的或于自动终止前明确说明在终止后应该继续的权利义务，不应受到该等自动终止的影响。

9. 在本公司要求或在阁下不再担任公司独立非执行董事时，阁下应立即将所有归于阁下作为本公司独立非执行董事期间所制作或拥有的并与所履行之职责或本公司业务相关的（不论以何种形式）所有信件、笔记、备忘录、记录（包括文字记录及/或其他任何形式的记录）按本公司要求销毁、交还或提交给本公司。上述资料为本集团财产，阁下无权且不应保留任何副本。
10. 阁下向本公司作出承诺，表示于履行其独立非执行董事职务时会完全遵守所有适用的法例及规则，包括但不限于上市规则（包括《上市发行人董事进行证券交易的标准守则》）、香港证券及期货事务监察委员会所颁布的《公司收购、合并及股份回购守则》、香港法例第 571 章《证券及期货条例》、香港法例第 32 章《公司(清盘及杂项条文)条例》、香港法例第 622 章《公司条例》、香港公司注册处发布的《董事责任指引》、香港董事学会发布的《董事指引》及《独立非执行董事指南》及其它所有有关法律或规则所载的有关约束及义务规

定。

11. 阁下不能在未经董事会同意之前向新闻界、传媒、风险资本家、经纪、银行、财经分析员及 / 或任何与股票市场及投资大众有关的人士以本公司名义作出或与本公司有关的任何声明。
12. 阁下保证，无论何时，包括出任本公司独立非执行董事期间及以后，不会：
 - 12.1 损害本集团利益、或以任何方式向任何人士泄露或传播任何阁下在履行独立非执行董事职务过程中所获得或接触到的有关本集团业务或事务之商业秘密或任何机密信息（需知悉该信息的本集团任何成员的董事或雇员或对本集团有保密义务的专业顾问或代理人，或监管机构或法律要求披露的除外）；或
 - 12.2 以任何方式为阁下自己的利益或为非本集团的任何目的而使用任何阁下可能不时收集的关于本集团任何成员的机密性质的信息或资料。

但上述 12.1 及 12.2 之限制并不应用于来自公共领域的资讯或资料（除非该泄露是因阁下所致）。

13. 若阁下接受本公司之委任为独立非执行董事，即代表阁下向本公司及联交所表示，就阁下所知所信，阁下已符合上市规则第 3.12 及 3.13 条的规定。于阁下担任独立非执行董事期间，若（i）情况有任何变动以致可能会影响阁下的独立性，或者（ii）根据上市规则、公司条例、章程或其他适用法律法规或规则，阁下不再符合作为公司独立非执行董事的资格，阁下须在切实可行的范围内尽快通知本公司及联交所，并每年向本公司确认阁下的独立性。
14. 本函的订立、解释、履行和争议的解决，均受香港法律的管辖，并按香港法律诠释。如有任何争议，双方不可撤回地接受香港法院的非排他性管辖权。
15. 本函可由本函任何一方或多方签署多份文本，每一份文本均构成原件，并总体构成一份相同的协定。

请于此函附上之副本上签署及交回本公司，以确认阁下已接纳本公司之委任及其条款。若阁下对上述的条款有任何疑问，请与本公司联络。联络资料如下：

至本公司：

地址：Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman,
KY1-1104, Cayman Islands
收件人：董事会

至阁下：

地址：香港九龙
红磡环海路11号

海名轩2座16B

电邮: lcmlnz@yahoo.com.hk

(本页以下无正文)

(本页为签署页，无正文)

Cirrus Aircraft Limited
(西锐飞机有限公司)

Handwritten signature in black ink, appearing to read '杨雷' (Yang Lei).

姓名：杨雷

职位：非执行董事及董事长

(本页为签署页，无正文)

本人确认接纳贵公司之委任及上述条款。

刘仲文

姓名：刘仲文

日期：2024年6月23日

Cirrus Aircraft Limited
(西銳飞机有限公司)
(Incorporated in the Cayman Islands with limited liability)

Ms. Ferheen MAHOMED
Flat D1, 12/F, Yue Yan Mansions
96 Pok Fu Lam Road
Pok Fu Lam, Hong Kong

To:

June 23, 2024

**Re: Cirrus Aircraft Limited (西銳飞机有限公司) (the “Company” and its subsidiaries, collectively the “Group”)
Appointment as independent non-executive director of the Company**

The Company hereby confirms your appointment as an independent non-executive director of the Company (the “**Appointment**”) on and subject to the conditions and terms specified herein:

1. Subject to the other terms and conditions specified herein, the memorandum and articles of association of the Company (“**Articles**”), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and the company law of the Cayman Islands from time to time in force (including the requirement for the retirement of directors by rotation), the Appointment shall be effective from the date on which the shares of the Company are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) (the “**Listing Date**”), and the term shall be for an initial term of three (3) years, unless and until terminated by either party giving to the other not less than three (3) months’ prior notice in writing. Upon expiry of your term of office as an independent non-executive director of the Company, you may be re-elected as an independent non-executive director of the Company by election at a general meeting of the Company.

2. During your term of office, you shall provide objective and independent advice to the board of directors of the Company (the “**Board**”) based on your experience to ensure that the Company maintains high standards of corporate governance. You shall ensure that you are able to devote sufficient time and attention to the affairs of the Company during your term of office. As an independent non-executive director, you are required to (i) participate in meetings of the Board and provide independent judgment and advice on matters relating to strategies, policies, corporate performance, accountability, responsibility, resources, key appointments and standards of conduct; (ii) take the lead when other directors have potential conflicts of interest; (iii) conduct annual reviews of the implementation of the non-competition deed (if applicable) of the controlling shareholders of the Company and assist the Company in determining whether to accept new investment opportunities submitted to the Company in accordance with the non-competition deed; and (iv) subject to the Company providing you with sufficient resources, review the Company’s performance against its established corporate goals and objectives and to monitor reports on the Company’s performance. In addition, subject to compliance with relevant laws and

the Listing Rules and your prior consent, you may also be appointed as a member or the chairperson of the committee(s) of the Board as may be established from time to time.

3. In order to comply with the requirements for a listed company, you shall attend the general meetings of the Company, meetings of the Board and of any Board committees of which you are a member. If you are unavoidably unable to attend the meeting, you shall notify the chairman of the Board at your earliest convenience.
4. The Company shall reimburse you for all reasonable expenses reasonably incurred by you in the performance of your duties as an independent non-executive director hereunder or for the purpose of the operation of the Company, subject to expenses being evidenced by a valid receipt. You must obtain the prior consent of the chairman of the Board or the designated person before incurring each reasonable expense (including overseas consumption and travel expenses).
5. You agree that the Company has the sole discretion to determine whether you are entitled to participate in any of the Company's share incentive schemes, profit-sharing schemes or other similar schemes.
6. The director's fee payable by the Company to you for the performance of your duties as an independent non-executive director under the Appointment shall be HKD400,000 (before tax) per financial year (calculated on a pro rata basis), calculated from the Listing Date. Your remuneration as specified herein is payable on the last day of each quarter. The determination of your remuneration shall be approved by the shareholders of the Company in general meeting and the remuneration committee of the Company may make recommendations on the remuneration of directors.
7. In the performance of your duties hereunder, the Company shall take out, and at all times during the term of the Appointment, maintain appropriate directors' and officers' liability insurance with a reputable insurance company. The Company shall have the right to cancel, change the liability insurance plan (including insurance coverage and compensation amount) or change the relevant insurance company.
8. Your Appointment as an independent non-executive director shall immediately and automatically be terminated with notice from the Company (without any notice or compensation to you) if any of the following circumstances occur:
 - 8.1 you cease to hold your office as a director pursuant to the Articles;
 - 8.2 you commit any material breach of any of the terms or conditions of this letter;
 - 8.3 you have committed or been committed any act of bankruptcy or insolvency or are otherwise prohibited by law or applicable regulations from being a director of the Company or fulfilling your duties hereunder;

- 8.4 the shareholders of the Company in general meeting pass a resolution removing you from office as an independent non-executive director;
- 8.5 you are retired from the office or not re-elected as a director; or
- 8.6 other circumstances as stipulated by laws and regulations or the Articles.

Regardless of the reasons for automatic termination as described above, termination of the Appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such automatic termination or which are expressly stated to continue after the termination.

- 9. At any time if the Company shall so request or upon your ceasing to be an independent non-executive director of the Company, you shall forthwith at the Company's request destroy, return or deliver to the Company all correspondence, notes, memoranda, records (including transcripts and/or records in any other form), in whatever form, made by you or in your possession during the term of your Appointment hereunder and concerning your duties hereunder or the business of the Company. Such information is the property of the Group and you may not retain copies of such information.
- 10. You undertake to the Company that you will comply with all applicable laws and regulations in the performance of your duties as an independent non-executive director, including but not limited to the Listing Rules (including the Model Code for Securities Transactions by Directors of Listed Issuers), the Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), A Guide on Directors' Duties issued by the Hong Kong Companies Registry, the Guidelines for Directors and the Guide for Independent Non-Executive Directors issued by the Hong Kong Institute of Directors and all other relevant obligations and responsibilities specified in the relevant laws or regulations.
- 11. You shall not make any statement in the name of or in connection with the Company to the press, media, venture capitalists, brokers, banks, financial analysts and/or any person in relation to the stock market and the investing public without the prior consent of the Board.
- 12. You warrant that, at all times, including during and after your term as an independent non-executive director of the Company, you will not:
 - 12.1 prejudice the interests of the Group, or in any way divulge or disseminate to any person any trade secrets or any confidential information relating to the business or affairs of the Group which you may have acquired or accessed to in the course of performance of your duties as an independent non-executive director (except where the disclosure is to a director or employee of any member of the Group or a

professional adviser or agent under a duty of confidentiality to the Group who needs to know such information, or required by regulatory authorities or by law); or

- 12.2 use in any way any information or data of a confidential nature which you may collect from time to time about any member of the Group for your own account or for any purpose other than that of the Group.

However, the restrictions in Clauses 12.1 and 12.2 above shall not apply to any information or materials from the public domain (unless the divulgence was caused by you).

13. If you accept the Appointment by the Company as an independent non-executive director, you represent to the Company and the Stock Exchange that, to the best of your knowledge and belief, you have complied with Rules 3.12 and 3.13 of the Listing Rules. If, during your term as an independent non-executive director, (i) there is any change in circumstances which may affect your independence, or (ii) you cease to be qualified to act as an independent non-executive director of the Company under the Listing Rules, the Companies Ordinance, the Articles or other applicable laws, rules, or regulations, you shall notify the Company and the Stock Exchange as soon as practicable, and you shall confirm to the Company about your independence on an annual basis.
14. The conclusion, interpretation, performance and resolution of disputes in respect of this letter shall be governed by and construed in accordance with the laws of Hong Kong. In the event of any dispute, the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
15. This letter may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

Please kindly confirm acceptance of your appointment as an independent non-executive director of the Company as sated herein by signing and returning to the Company a copy of this letter. Should you have any questions on any terms above, please contact the Company using the contact information as follows:

To the Company:

Address: Maples Corporate Services Limited, PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands

Addressee: The Board of Directors

To the independent non-executive director:

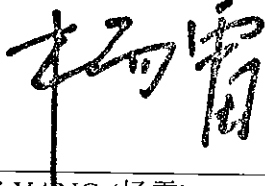
Address: Flat D1, 12/F, Yue Yan Mansions
96 Pok Fu Lam Road
Pok Fu Lam, Hong Kong

Email: fm@cntm.pro

[Signatures to follow]

Yours faithfully,


For and on behalf of
Cirrus Aircraft Limited
(西锐飞机有限公司)



Name: Lei YANG (杨雷)

Title: Non-executive Director and Chairman of the Board of Directors

I confirm my acceptance of my appointment as an independent non-executive director of the Company, subject to the terms and on the conditions set out in this letter.

A handwritten signature in blue ink, appearing to read 'F. Mahomed', written over a horizontal line.

Name: Ferheen MAHOMED

Date: June 23, 2024