

HUNLICAR GROUP LIMITED
亨利加集團有限公司
(incorporated in the Cayman Islands with limited liability)

Date: 28 January 2025

Lee Ka Leung Daniel
Flat B, 19/F., Tower 1, The Victoria Towers,
188 Canton Road,
Tsim Sha Tsui,
Kowloon

Dear Mr Lee,

Appointment of Independent Non-Executive Director

We write to confirm the terms and conditions of your appointment as an independent non-executive director of Hunlicar Group Limited 亨利加集團有限公司 (the "**Company**") as follows:-

1. We hereby appoint you to act as the independent non-executive director of the Company (an "**Independent Non-Executive Director**") subject to the terms and conditions hereinafter provided.
2. Your appointment as an Independent Non-Executive Director shall commence from 1 February 2025 and subject to rotation and re-election as may be required by the articles of association of the Company (the "**Articles of Association**"), shall continue for a period of three (3) years, provided either party may terminate the appointment hereunder by giving the other party not less than three months' prior notice in writing. Upon the expiry of the aforesaid term of three (3) years, your continued appointment as an Independent Non-Executive Director shall be subject to the approval by the board of directors of the Company (the "**Board**") and compliance with the requirements of the Articles of Association and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**").
3. Your appointment as an Independent Non-executive Director will also include your appointment as members of various committees of the Board as agreed between you and the Company from time to time. In consideration of your appointment as an Independent Non-executive Director and as members of various members of the Board committees, you shall be entitled to an annual remuneration of HK\$161,000 or pro-rata amount for any incomplete year. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as a 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. You will be reimbursed for expenses reasonably incurred in discharging your duties as an Independent Non-executive Director. The Company's procedures require you to obtain an authorization in advance from the chairman of the Board for any item of expenditure that is in excess of HK\$10,000 to be incurred by you in the discharge of your duties hereunder.

4. Your appointment is subject to the provisions of the Articles of Association in force from time to time.
5. You shall devote such of your time, your attention and skills as may reasonably be required to the duties of your position as an Independent Non-Executive Director and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Independent Non-Executive Director and members of the Board committees which you are a member. These include (but not limited to) attending Board meetings and general meetings of the Company and meetings of each of the Board committees that you are a member.
6. In the discharge of your duties and functions as an Independent Non-Executive Director, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulation of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company and/or any other regulatory body. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the rules and regulations of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.
7. You shall not, either during the term of your appointment as an Independent Non-Executive Director or a member of any Board committee or within six months after you cease to be an Independent Non-Executive Director:-
 - (a) use to the detriment or prejudice of the Company, its subsidiaries and its associated corporations (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 or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group or as required by regulatory authorities or under any other applicable laws) which may have come to your knowledge; or
 - (b) use for your own purpose or for any purpose 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 (except as required by regulatory authorities or under any other applicable laws) but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).
8. You shall not, during the term of your appointment and for six months thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business of enterprise which competes or is likely to compete or has a significant business relationship with any Group company without the prior written consent of the Board, such consent not to be unreasonably withheld or delayed.

9. You shall during the term of your appointment as an Independent Non-Executive Director keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interests of the Company.
10. You hereby represent and warrant to the Company that:-
- (a) you do not hold more than one per cent. of the number of issued shares of the Company, whether legally or beneficially, as at the date of this appointment letter;
 - (b) you have not received any interest in any securities of the Company as a gift or otherwise, or by means of other financial assistance, from a core connected person (as defined in the Listing Rules) of the Company or the Company itself;
 - (c) you are not a director, partner or principal of any professional adviser which currently provides or has within one year immediately prior to the date of your appointment provided services, nor are an employee of such professional adviser who is or has been involved in providing such services during the same period, to the Company, its holding company or any of their respective subsidiaries or core connected persons, or any person who was a controlling shareholder of the Company within one year immediately prior to the date of your appointment or any of their close associates;
 - (d) you do not have any material interest in any principal business activity of or are involved in any material business dealings with the Company, its holding company or their respective subsidiaries or with any core connected persons of the Company;
 - (e) you are not on the Board specifically to protect the interests of an entity whose interests may not be the same as those of the shareholders of the Company as a whole;
 - (f) you are not and were not connected with any director, the chief executive or any substantial shareholder of the Company within two years immediately prior to the date of your appointment;
 - (g) you are not and have not at any time during the two years immediately prior to the date of your appointment been, an executive or director (other than an independent non-executive director) of the Company, of its holding company or of any of their respective subsidiaries or of any core connected persons of the Company;
 - (h) you are not financially dependent on the Company, its holding company or any of their respective subsidiaries or core connected persons of the Company;

- (i) there are no other factors which are relevant in assessing your independence as a director of the Company under Rule 3.13 of the Listing Rules; and
 - (j) there are no other factors that may affect your independence at the same time as the submission of your declaration and undertaking in the form set out in Form B in Appendix 5 to the Listing Rules.
11. You hereby undertake to the Company:-
- (a) to provide to the Stock Exchange, pursuant to Rule 3.20 of the Listing Rules, immediately upon your resignation as an Independent Non-Executive Director, an up-to-date contact information, including an address for correspondence from and service of notices and other documents by the Stock Exchange and telephone number;
 - (b) to inform the Company and the Stock Exchange as soon as practicable if there is any subsequent change of circumstances which includes, but without limitation to, any of the circumstances set forth in Clause 10, which may affect your independence in relation to your appointment as an Independent Non-Executive Director; and
 - (c) to provide an annual confirmation of your independence to the Company.
12. To assist you in performing your duties as an Independent Non- Executive Director to the Company, you are entitled, upon your reasonable request and subject to the procedures agreed by the Board, to seek independent professional advice in appropriate circumstances at the Company's expense.
13. You will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the members of the Board.
14. Without prejudice to paragraph 2 above, your appointment hereunder shall be subject to termination by the Company at any time by summary notice in writing if you commit any breach of any of your material obligations and/or undertakings hereunder or commit an act of bankruptcy or commit any act which would, under the Articles of Association or any other applicable laws, permit the Company to terminate your appointment hereunder.

The terms of this appointment letter is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

Please sign, date and return to us the duplicate copy of this letter of appointment to confirm your acceptance of its terms.

Yours faithfully,
For and on behalf of
Hunlicar Group Limited
亨利加集團有限公司



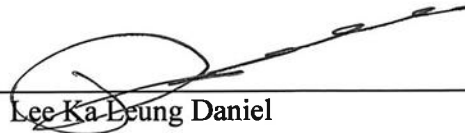
Cheung Lit Wan Kenneth

I, **Lee Ka Leung Daniel**, accept and confirm the terms and conditions of my appointment as an Independent Non-Executive Director set out above, of which this is a copy. I further confirm that I fully understand my duties and obligations as an Independent Non-Executive Director of the Company.

Signed:

Name:

Date:



Lee Ka Leung Daniel

28 January 2025
