

ZIJIN GOLD INTERNATIONAL COMPANY LIMITED

Date: 15 September 2025
Name: Guo Xian Jian
Address: 1595 Carrington Rd, Mississauga ON L5M 2K3, Canada

Dear Sir,

APPOINTMENT AS AN EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of your appointment as an executive director (a “**Executive Director**”) of Zijin Gold International Company Limited (the “**Company**”):

1. Your appointment as an Executive Director shall be governed by the terms of this appointment letter. The term of this appointment letter shall take effect from date of listing (the “**Listing**”) of the Company’s shares on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and shall last for a period of three years unless terminated in accordance with paragraph 2 and subject to the provisions of paragraph 5.
2. Notwithstanding the provisions of this letter, the Company shall be entitled to terminate your appointment, immediately at any time without notice, in writing in accordance with the provisions of the articles of association or the provisions of any law or regulation, in each case, if you become insolvent or commit any act which would under such provisions permit the Company to terminate your appointment, any resolution duly proposed and resolved by the members of the Company in general meeting and where you are not re-elected as a director when you submit yourself to re-election in general meeting. Upon termination of your appointment or upon your resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment. You may only terminate your appointment as Executive Director by giving the Company one month’s prior written notice.
3. Your remuneration under the existing employment agreement between you and the Company (the “**Employment Agreement**”) includes the fees payable to you as an executive director of the Company. No further remuneration will be paid to you for your role as an executive director of the Company under the terms of this letter.
4. The Company shall reimburse you for all reasonable out of pocket expenses necessarily incurred in carrying out your duties or in response to any requests by the Company or the Board to perform any duty or service in your capacity as director of the Company.
5. Your appointment is subject to the provisions of the memorandum and articles of association of the Company in force from time to time (the “**Articles**”) and any applicable laws and the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) from time to time, including but not limited to provisions regarding a director’s retirement from office as director by rotation at least once every three years at the annual general meeting of the Company.
6. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Executive Director. These will include (but are not limited to) participating in the formulation of the strategic directions of the Company and its subsidiaries (the “**Group**”), and providing high level oversight of the management and operation of the Group, supervising the business of the Group and providing advice to the board of directors of the Company (“**Board**”), attending board meetings and general meetings

of the Company and meetings of any board committees of which you become a member (if applicable).

7. In the discharge of your duties and functions as an Executive Director, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director 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 Articles, the applicable 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), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.
8. You shall at all times, 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 interest of the Company and/or which competes or is likely to compete, either directly or indirectly, with the Group's business from time to time, to enable the Company to comply with the disclosure requirement under Rules 8.10(2)(b) and (c) of the Listing Rules.
9. You shall promptly upon request by the Company or in any event upon your ceasing to be an Executive Director deliver up to the Company or destroy (at your discretion) all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company. If you wish to retain copies of any document, record or item referred to above, the Company shall not unreasonably withhold approval for you to do so on the basis that you retain them in accordance with the provisions of paragraph 9.
10. The Company will maintain appropriate director's and officer's liability insurance for your benefit. This level of insurance shall be agreed upon by the Board from time to time. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
11. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate on you ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws.
12. Your signature on the duplicate copy of this appointment letter shall constitute your irrevocable resignation as an Executive Director with effect from the date of expiry of the term of your appointment as specified in paragraph 1 above provided that if the Board agrees with you in writing that you will serve as a director until a later date then the date of your resignation shall be effective from such later date or any extension thereof agreed in writing as aforesaid.
13. The terms of this service shall be in addition to and shall supplement the existing terms of your employment as set out in the Employment Agreement.
14. 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.

15. Save as expressly provided herein, a person who is not a party to this appointment letter shall not have any rights under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of this appointment letter.

[The remainder of this page is intentionally left blank]

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

Yours faithfully,



Yiu Kai
For and on behalf of
Zijin Gold International Company Limited

I, Guo Xian Jian, hereby accept my appointment as an executive director of Zijin Gold International Company Limited on the terms and conditions as set out above, of which this is a copy.

Signed : Guo, Xian Jian
Guo Xian Jian

ZIJIN GOLD INTERNATIONAL COMPANY LIMITED

Date: 15 September 2025
Name: Huang Zhihua
Address: Room 2104, No. 10, Riyuansanli, Huli District, Xiamen City, Fujian Province, PRC

Dear Sir,

APPOINTMENT AS AN EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of your appointment as an executive director (a “**Executive Director**”) of Zijin Gold International Company Limited (the “**Company**”):

1. Your appointment as an Executive Director shall be governed by the terms of this appointment letter. The term of this appointment letter shall take effect from date of listing (the “**Listing**”) of the Company’s shares on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and shall last for a period of three years unless terminated in accordance with paragraph 2 and subject to the provisions of paragraph 5.
2. Notwithstanding the provisions of this letter, the Company shall be entitled to terminate your appointment, immediately at any time without notice, in writing in accordance with the provisions of the articles of association or the provisions of any law or regulation, in each case, if you become insolvent or commit any act which would under such provisions permit the Company to terminate your appointment, any resolution duly proposed and resolved by the members of the Company in general meeting and where you are not re-elected as a director when you submit yourself to re-election in general meeting. Upon termination of your appointment or upon your resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment. You may only terminate your appointment as Executive Director by giving the Company one month’s prior written notice.
3. Your remuneration under the existing employment agreement between you and the Company (the “**Employment Agreement**”) includes the fees payable to you as an executive director of the Company. No further remuneration will be paid to you for your role as an executive director of the Company under the terms of this letter.
4. The Company shall reimburse you for all reasonable out of pocket expenses necessarily incurred in carrying out your duties or in response to any requests by the Company or the Board to perform any duty or service in your capacity as director of the Company.
5. Your appointment is subject to the provisions of the memorandum and articles of association of the Company in force from time to time (the “**Articles**”) and any applicable laws and the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) from time to time, including but not limited to provisions regarding a director’s retirement from office as director by rotation at least once every three years at the annual general meeting of the Company.
6. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Executive Director. These will include (but are not limited to) participating in the formulation of the strategic directions of the Company and its subsidiaries (the “**Group**”), and providing high level oversight of the management and operation of the Group, supervising the business of the Group and providing advice to the board of directors of the Company (“**Board**”), attending board meetings and general meetings

of the Company and meetings of any board committees of which you become a member (if applicable).

7. In the discharge of your duties and functions as an Executive Director, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director 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 Articles, the applicable 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), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.
8. You shall at all times, 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 interest of the Company and/or which competes or is likely to compete, either directly or indirectly, with the Group's business from time to time, to enable the Company to comply with the disclosure requirement under Rules 8.10(2)(b) and (c) of the Listing Rules.
9. You shall promptly upon request by the Company or in any event upon your ceasing to be an Executive Director deliver up to the Company or destroy (at your discretion) all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company. If you wish to retain copies of any document, record or item referred to above, the Company shall not unreasonably withhold approval for you to do so on the basis that you retain them in accordance with the provisions of paragraph 9.
10. The Company will maintain appropriate director's and officer's liability insurance for your benefit. This level of insurance shall be agreed upon by the Board from time to time. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
11. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate on you ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws.
12. Your signature on the duplicate copy of this appointment letter shall constitute your irrevocable resignation as an Executive Director with effect from the date of expiry of the term of your appointment as specified in paragraph 1 above provided that if the Board agrees with you in writing that you will serve as a director until a later date then the date of your resignation shall be effective from such later date or any extension thereof agreed in writing as aforesaid.
13. The terms of this service shall be in addition to and shall supplement the existing terms of your employment as set out in the Employment Agreement.
14. 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.

15. Save as expressly provided herein, a person who is not a party to this appointment letter shall not have any rights under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of this appointment letter.

[The remainder of this page is intentionally left blank]

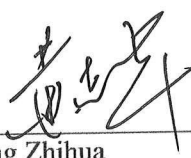
Please sign and return to us the duplicate copy of this appointment letter to confirm your acceptance of its terms.

Yours faithfully,



Yiu Kai
For and on behalf of
Zijin Gold International Company Limited

I, Huang Zhihua, hereby accept my appointment as an executive director of Zijin Gold International Company Limited on the terms and conditions as set out above, of which this is a copy.

Signed :  _____
Huang Zhihua

ZIJIN GOLD INTERNATIONAL COMPANY LIMITED

Date: 15 September 2025
Name: Yiu Kai
Address: Flat 903, 9/F, Kwun Hoi Court, Aberdeen Center, 5 Nam Ning Street, Aberdeen, Hong Kong

Dear Sir,

APPOINTMENT AS AN EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of your appointment as an executive director (a “**Executive Director**”) of Zijin Gold International Company Limited (the “**Company**”):

1. Your appointment as an Executive Director shall be governed by the terms of this appointment letter. The term of this appointment letter shall take effect from date of listing (the “**Listing**”) of the Company’s shares on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and shall last for a period of three years unless terminated in accordance with paragraph 2 and subject to the provisions of paragraph 5.
2. Notwithstanding the provisions of this letter, the Company shall be entitled to terminate your appointment, immediately at any time without notice, in writing in accordance with the provisions of the articles of association or the provisions of any law or regulation, in each case, if you become insolvent or commit any act which would under such provisions permit the Company to terminate your appointment, any resolution duly proposed and resolved by the members of the Company in general meeting and where you are not re-elected as a director when you submit yourself to re-election in general meeting. Upon termination of your appointment or upon your resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment. You may only terminate your appointment as Executive Director by giving the Company one month’s prior written notice.
3. Your remuneration under the existing employment agreement between you and the Company (the “**Employment Agreement**”) includes the fees payable to you as an executive director of the Company. No further remuneration will be paid to you for your role as an executive director of the Company under the terms of this letter.
4. The Company shall reimburse you for all reasonable out of pocket expenses necessarily incurred in carrying out your duties or in response to any requests by the Company or the Board to perform any duty or service in your capacity as director of the Company.
5. Your appointment is subject to the provisions of the memorandum and articles of association of the Company in force from time to time (the “**Articles**”) and any applicable laws and the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) from time to time, including but not limited to provisions regarding a director’s retirement from office as director by rotation at least once every three years at the annual general meeting of the Company.
6. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Executive Director. These will include (but are not limited to) participating in the formulation of the strategic directions of the Company and its subsidiaries (the “**Group**”), and providing high level oversight of the management and operation of the Group, supervising the business of the Group and providing advice to the board of directors of the Company (“**Board**”), attending board meetings and general meetings

of the Company and meetings of any board committees of which you become a member (if applicable).

7. In the discharge of your duties and functions as an Executive Director, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director 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 Articles, the applicable 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), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.
8. You shall at all times, 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 interest of the Company and/or which competes or is likely to compete, either directly or indirectly, with the Group's business from time to time, to enable the Company to comply with the disclosure requirement under Rules 8.10(2)(b) and (c) of the Listing Rules.
9. You shall promptly upon request by the Company or in any event upon your ceasing to be an Executive Director deliver up to the Company or destroy (at your discretion) all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company. If you wish to retain copies of any document, record or item referred to above, the Company shall not unreasonably withhold approval for you to do so on the basis that you retain them in accordance with the provisions of paragraph 9.
10. The Company will maintain appropriate director's and officer's liability insurance for your benefit. This level of insurance shall be agreed upon by the Board from time to time. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
11. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate on you ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws.
12. Your signature on the duplicate copy of this appointment letter shall constitute your irrevocable resignation as an Executive Director with effect from the date of expiry of the term of your appointment as specified in paragraph 1 above provided that if the Board agrees with you in writing that you will serve as a director until a later date then the date of your resignation shall be effective from such later date or any extension thereof agreed in writing as aforesaid.
13. The terms of this service shall be in addition to and shall supplement the existing terms of your employment as set out in the Employment Agreement.
14. 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.

15. Save as expressly provided herein, a person who is not a party to this appointment letter shall not have any rights under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of this appointment letter.

[The remainder of this page is intentionally left blank]

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

Yours faithfully,

A handwritten signature in black ink that reads "Guo Xian Jian". The signature is written in a cursive style and is positioned above a horizontal line.

Guo Xian Jian

For and on behalf of

Zijin Gold International Company Limited

I, Yiu Kai, hereby accept my appointment as an executive director of Zijin Gold International Company Limited on the terms and conditions as set out above, of which this is a copy.

Signed : 
Yiu Kai

ZIJIN GOLD INTERNATIONAL COMPANY LIMITED

Date: 15 September 2025
Name: Jian Ximing
Address: Đorđa Vajferta 34, 19210 Bor, Serbia

Dear Sir,

APPOINTMENT AS A NON-EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of your appointment as a non-executive director (a “**Non-executive Director**”) of Zijin Gold International Company Limited (the “**Company**”):

1. Your appointment as a Non-executive Director shall be governed by the terms of this appointment letter. The term of this appointment letter shall take effect from date of listing (the “**Listing**”) of the Company’s shares on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and shall last for a period of three years unless terminated in accordance with paragraph 2 and subject to the provisions of paragraph 4.
2. Notwithstanding the provisions of this letter, the Company shall be entitled to terminate your appointment, immediately at any time without notice, in writing in accordance with the provisions of the articles of association or the provisions of any law or regulation, in each case, if you become insolvent or commit any act which would under such provisions permit the Company to terminate your appointment, any resolution duly proposed and resolved by the members of the Company in general meeting and where you are not re-elected as a director when you submit yourself to re-election in general meeting. Upon termination of your appointment or upon your resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment. You may only terminate your appointment as Non-executive Director by giving the Company one month’s prior written notice.
3. You agree that no director’s fee will be paid in connection with your appointment herein. The Company shall reimburse you for all reasonable out of pocket expenses necessarily incurred in carrying out your duties or in response to any requests by the Company or the Board to perform any duty or service in your capacity as director of the Company.
4. Your appointment is subject to the provisions of the memorandum and articles of association of the Company in force from time to time (the “**Articles**”) and any applicable laws and the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) from time to time, including but not limited to provisions regarding a director’s retirement from office as director by rotation at least once every three years at the annual general meeting of the Company.
5. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a Non-executive Director. These will include (but are not limited to) participating in the formulation of the strategic directions of the Company and its subsidiaries (the “**Group**”), and providing high level oversight of the management and operation of the Group, supervising the business of the Group and providing advice to the board of directors of the Company (“**Board**”), attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member (if applicable).
6. In the discharge of your duties and functions as a Non-executive Director, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations

of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director 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 Articles, the applicable 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), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.

7. You shall at all times, 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 interest of the Company and/or which competes or is likely to compete, either directly or indirectly, with the Group's business from time to time, to enable the Company to comply with the disclosure requirement under Rules 8.10(2)(b) and (c) of the Listing Rules.
8. You shall promptly upon request by the Company or in any event upon your ceasing to be a Non-executive Director deliver up to the Company or destroy (at your discretion) all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company. If you wish to retain copies of any document, record or item referred to above, the Company shall not unreasonably withhold approval for you to do so on the basis that you retain them in accordance with the provisions of paragraph 8.
9. The Company will maintain appropriate director's and officer's liability insurance for your benefit. This level of insurance shall be agreed upon by the Board from time to time. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
10. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate on you ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws.
11. Your signature on the duplicate copy of this appointment letter shall constitute your irrevocable resignation as a Non-executive Director with effect from the date of expiry of the term of your appointment as specified in paragraph 1 above provided that if the Board agrees with you in writing that you will serve as a director until a later date then the date of your resignation shall be effective from such later date or any extension thereof agreed in writing as aforesaid.
12. This appointment letter constitutes the entire agreement and supersede any previous agreements between you and the Company relating to your directorship in the Company.
13. 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.
14. Save as expressly provided herein, a person who is not a party to this appointment letter shall not have any rights under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of this appointment letter.

[The remainder of this page is intentionally left blank]

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

Yours faithfully,



Yiu Kai
For and on behalf of
Zijin Gold International Company Limited

I, Jian Ximing, hereby accept my appointment as a non-executive director of Zijin Gold International Company Limited on the terms and conditions as set out above, of which this is a copy.

Signed : 
Jian Ximing

ZIJIN GOLD INTERNATIONAL COMPANY LIMITED

Date: 15 September 2025
Name: Lin Hongfu
Address: Building 4, Unit 901, Zijin Garden, Zhongzhai Xili, Heshan Street, Huli District, Xiamen City, Fujian Province, PRC

Dear Sir,

APPOINTMENT AS A NON-EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of your appointment as a non-executive director (a “**Non-executive Director**”) of Zijin Gold International Company Limited (the “**Company**”):

1. Your appointment as a Non-executive Director shall be governed by the terms of this appointment letter. The term of this appointment letter shall take effect from date of listing (the “**Listing**”) of the Company’s shares on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and shall last for a period of three years unless terminated in accordance with paragraph 2 and subject to the provisions of paragraph 4.
2. Notwithstanding the provisions of this letter, the Company shall be entitled to terminate your appointment, immediately at any time without notice, in writing in accordance with the provisions of the articles of association or the provisions of any law or regulation, in each case, if you become insolvent or commit any act which would under such provisions permit the Company to terminate your appointment, any resolution duly proposed and resolved by the members of the Company in general meeting and where you are not re-elected as a director when you submit yourself to re-election in general meeting. Upon termination of your appointment or upon your resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment. You may only terminate your appointment as Non-executive Director by giving the Company one month’s prior written notice.
3. You agree that no director’s fee will be paid in connection with your appointment herein. The Company shall reimburse you for all reasonable out of pocket expenses necessarily incurred in carrying out your duties or in response to any requests by the Company or the Board to perform any duty or service in your capacity as director of the Company.
4. Your appointment is subject to the provisions of the memorandum and articles of association of the Company in force from time to time (the “**Articles**”) and any applicable laws and the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) from time to time, including but not limited to provisions regarding a director’s retirement from office as director by rotation at least once every three years at the annual general meeting of the Company.
5. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a Non-executive Director. These will include (but are not limited to) participating in the formulation of the strategic directions of the Company and its subsidiaries (the “**Group**”), and providing high level oversight of the management and operation of the Group, supervising the business of the Group and providing advice to the board of directors of the Company (“**Board**”), attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member (if applicable).

6. In the discharge of your duties and functions as a Non-executive Director, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director 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 Articles, the applicable 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), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.
7. You shall at all times, 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 interest of the Company and/or which competes or is likely to compete, either directly or indirectly, with the Group's business from time to time, to enable the Company to comply with the disclosure requirement under Rules 8.10(2)(b) and (c) of the Listing Rules.
8. You shall promptly upon request by the Company or in any event upon your ceasing to be a Non-executive Director deliver up to the Company or destroy (at your discretion) all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company. If you wish to retain copies of any document, record or item referred to above, the Company shall not unreasonably withhold approval for you to do so on the basis that you retain them in accordance with the provisions of paragraph 8.
9. The Company will maintain appropriate director's and officer's liability insurance for your benefit. This level of insurance shall be agreed upon by the Board from time to time. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
10. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate on you ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws.
11. Your signature on the duplicate copy of this appointment letter shall constitute your irrevocable resignation as a Non-executive Director with effect from the date of expiry of the term of your appointment as specified in paragraph 1 above provided that if the Board agrees with you in writing that you will serve as a director until a later date then the date of your resignation shall be effective from such later date or any extension thereof agreed in writing as aforesaid.
12. This appointment letter constitutes the entire agreement and supersede any previous agreements between you and the Company relating to your directorship in the Company.
13. 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.
14. Save as expressly provided herein, a person who is not a party to this appointment letter shall not have any rights under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of this appointment letter.

[The remainder of this page is intentionally left blank]

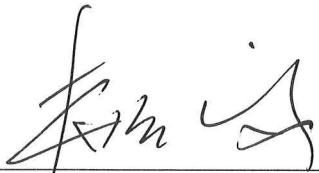
Please sign and return to us the duplicate copy of this appointment letter to confirm your acceptance of its terms.

Yours faithfully,



Yiu Kai
For and on behalf of
Zijin Gold International Company Limited

I, Lin Hongfu, hereby accept my appointment as a non-executive director of Zijin Gold International Company Limited on the terms and conditions as set out above, of which this is a copy.

Signed : 
Lin Hongfu

ZIJIN GOLD INTERNATIONAL COMPANY LIMITED

Date: 15 September 2025
Name: Wang Chun
Address: Room 0102, Building 11, Phase 1, Poly Sanqian Building, Meifengerli, Xike Town
Tongan District, Xiamen City, Fujian Province, PRC

Dear Sir,

APPOINTMENT AS A NON-EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of your appointment as a non-executive director (a “**Non-executive Director**”) of Zijin Gold International Company Limited (the “**Company**”):

1. Your appointment as a Non-executive Director shall be governed by the terms of this appointment letter. The term of this appointment letter shall take effect from date of listing (the “**Listing**”) of the Company’s shares on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and shall last for a period of three years unless terminated in accordance with paragraph 2 and subject to the provisions of paragraph 4.
2. Notwithstanding the provisions of this letter, the Company shall be entitled to terminate your appointment, immediately at any time without notice, in writing in accordance with the provisions of the articles of association or the provisions of any law or regulation, in each case, if you become insolvent or commit any act which would under such provisions permit the Company to terminate your appointment, any resolution duly proposed and resolved by the members of the Company in general meeting and where you are not re-elected as a director when you submit yourself to re-election in general meeting. Upon termination of your appointment or upon your resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment. You may only terminate your appointment as Non-executive Director by giving the Company one month’s prior written notice.
3. You agree that no director’s fee will be paid in connection with your appointment herein. The Company shall reimburse you for all reasonable out of pocket expenses necessarily incurred in carrying out your duties or in response to any requests by the Company or the Board to perform any duty or service in your capacity as director of the Company.
4. Your appointment is subject to the provisions of the memorandum and articles of association of the Company in force from time to time (the “**Articles**”) and any applicable laws and the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) from time to time, including but not limited to provisions regarding a director’s retirement from office as director by rotation at least once every three years at the annual general meeting of the Company.
5. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a Non-executive Director. These will include (but are not limited to) participating in the formulation of the strategic directions of the Company and its subsidiaries (the “**Group**”), and providing high level oversight of the management and operation of the Group, supervising the business of the Group and providing advice to the board of directors of the Company (“**Board**”), attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member (if applicable).

6. In the discharge of your duties and functions as a Non-executive Director, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director 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 Articles, the applicable 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), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.
7. You shall at all times, 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 interest of the Company and/or which competes or is likely to compete, either directly or indirectly, with the Group's business from time to time, to enable the Company to comply with the disclosure requirement under Rules 8.10(2)(b) and (c) of the Listing Rules.
8. You shall promptly upon request by the Company or in any event upon your ceasing to be a Non-executive Director deliver up to the Company or destroy (at your discretion) all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company. If you wish to retain copies of any document, record or item referred to above, the Company shall not unreasonably withhold approval for you to do so on the basis that you retain them in accordance with the provisions of paragraph 8.
9. The Company will maintain appropriate director's and officer's liability insurance for your benefit. This level of insurance shall be agreed upon by the Board from time to time. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
10. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate on you ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws.
11. Your signature on the duplicate copy of this appointment letter shall constitute your irrevocable resignation as a Non-executive Director with effect from the date of expiry of the term of your appointment as specified in paragraph 1 above provided that if the Board agrees with you in writing that you will serve as a director until a later date then the date of your resignation shall be effective from such later date or any extension thereof agreed in writing as aforesaid.
12. This appointment letter constitutes the entire agreement and supersede any previous agreements between you and the Company relating to your directorship in the Company.
13. 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.
14. Save as expressly provided herein, a person who is not a party to this appointment letter shall not have any rights under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of this appointment letter.

[The remainder of this page is intentionally left blank]

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

Yours faithfully,



Yiu Kai
For and on behalf of
Zijin Gold International Company Limited

I, Wang Chun, hereby accept my appointment as a non-executive director of Zijin Gold International Company Limited on the terms and conditions as set out above, of which this is a copy.

Signed : 
Wang Chun

ZIJIN GOLD INTERNATIONAL COMPANY LIMITED

Date: 15 September 2025
Name: Hui Lai Kwan
Address: Flat D, 1st Floor, Tower 9, One Beacon Hill, Kowloon Tong, Kowloon, Hong Kong

Dear Madam,

APPOINTMENT AS AN INDEPENDENT NON-EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of your appointment as an independent non-executive director (an “**Independent Non-executive Director**”) of Zijin Gold International Company Limited (the “**Company**”):

1. Your appointment as an Independent Non-executive Director shall be governed by the terms of this appointment letter. The term of this appointment letter shall take effect from the date of listing (the “**Listing**”) of the Company’s shares on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and shall last for a period of three years unless terminated in accordance with paragraph 2 and subject to the provisions of paragraph 4.
2. Notwithstanding the provisions of this letter, the Company shall be entitled to terminate your appointment, immediately at any time without notice, in writing in accordance with the provisions of the articles of association or the provisions of any law or regulation, in each case, if you become insolvent or commit any act which would under such provisions permit the Company to terminate your appointment, and when you refuse to stand for re-election in general meeting as a director or the resolution for your re-election to the board is not approved at such general meeting. Upon termination of your appointment or upon your resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment. You may only terminate your appointment as Independent Non-executive Director by giving the Company one month’s prior written notice.
3. You shall, from the date of the Listing of the Company, be entitled to a remuneration of HK\$300,000 per annum payable in cash. You are recommended to seek professional advice as to 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. The Company shall reimburse you for all reasonable out of pocket expenses necessarily incurred in carrying out your duties or in response to any requests by the Company or the Board to perform any duty or service in your capacity as director of the Company.
4. Your appointment is subject to the provisions of the memorandum and articles of association of the Company in force from time to time (the “**Articles**”), including but not limited to provisions regarding a director’s retirement from office as director by rotation at least once every three years at the annual general meeting of the Company. It is a requirement of the Rules Governing the Listing of Securities on the Stock Exchange (the “**Listing Rules**”) that you, as an Independent Non-executive Director, should not have in existence certain factors which are considered under Rule 3.13 of the Listing Rules to have impaired your independence. By accepting this appointment, you will be deemed to confirm that you satisfy the requirements to act as an Independent Non-executive Director under the Listing Rules.
5. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Independent Non-executive Director. These will include

(but are not limited to) supervising and providing independent judgement to the board of directors of the Company, serving as chairman and/or members of certain committees of the board, attending board meetings and general meetings of the Company and meetings of any board committees of which you become a chairman and/or 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 regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director 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 Articles, the applicable 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), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.
7. You shall at all times keep the board of directors of the Company 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 interest of the Company and/or which competes or is likely to compete, either directly or indirectly, with the Group's business from time to time, to enable the Company to comply with the disclosure requirement under Rules 8.10(2)(b) and (c) of the Listing Rules.
8. You shall promptly upon request by the Company or in any event upon your ceasing to be an Independent Non-executive Director deliver up to the Company or destroy (at your discretion) all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
9. The Company will maintain appropriate director's and officer's liability insurance for your benefit. This level of insurance shall be agreed upon by the Board from time to time. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
10. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate on you ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws.
11. 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.
12. Save as expressly provided herein, a person who is not a party to this appointment letter shall not have any rights under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of this appointment letter.

[The remainder of this page is intentionally left blank]

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

Yours faithfully,



Yiu Kai
For and on behalf of
Zijin Gold International Company Limited

I, Hui Lai Kwan, hereby accept my appointment as an independent non-executive director of Zijin Gold International Company Limited on the terms and conditions as set out above, of which this is a copy.



Signed :

Hui Lai Kwan

ZIJIN GOLD INTERNATIONAL COMPANY LIMITED

Date: 15 September 2025
Name: Chan Hon
Address: Flat A, 15/F, Block 10, 8 Shan Yin Road, Tai Po, N.T., Hong Kong

Dear Sir,

APPOINTMENT AS AN INDEPENDENT NON-EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of your appointment as an independent non-executive director (an “**Independent Non-executive Director**”) of Zijin Gold International Company Limited (the “**Company**”):

1. Your appointment as an Independent Non-executive Director shall be governed by the terms of this appointment letter. The term of this appointment letter shall take effect from the date of listing (the “**Listing**”) of the Company’s shares on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and shall last for a period of three years unless terminated in accordance with paragraph 2 and subject to the provisions of paragraph 4.
2. Notwithstanding the provisions of this letter, the Company shall be entitled to terminate your appointment, immediately at any time without notice, in writing in accordance with the provisions of the articles of association or the provisions of any law or regulation, in each case, if you become insolvent or commit any act which would under such provisions permit the Company to terminate your appointment, and when you refuse to stand for re-election in general meeting as a director or the resolution for your re-election to the board is not approved at such general meeting. Upon termination of your appointment or upon your resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment. You may only terminate your appointment as Independent Non-executive Director by giving the Company one month’s prior written notice.
3. You shall, from the date of the Listing of the Company, be entitled to a remuneration of HK\$300,000 per annum payable in cash. You are recommended to seek professional advice as to 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. The Company shall reimburse you for all reasonable out of pocket expenses necessarily incurred in carrying out your duties or in response to any requests by the Company or the Board to perform any duty or service in your capacity as director of the Company.
4. Your appointment is subject to the provisions of the memorandum and articles of association of the Company in force from time to time (the “**Articles**”), including but not limited to provisions regarding a director’s retirement from office as director by rotation at least once every three years at the annual general meeting of the Company. It is a requirement of the Rules Governing the Listing of Securities on the Stock Exchange (the “**Listing Rules**”) that you, as an Independent Non-executive Director, should not have in existence certain factors which are considered under Rule 3.13 of the Listing Rules to have impaired your independence. By accepting this appointment, you will be deemed to confirm that you satisfy the requirements to act as an Independent Non-executive Director under the Listing Rules.
5. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Independent Non-executive Director. These will include

(but are not limited to) supervising and providing independent judgement to the board of directors of the Company, serving as chairman and/or members of certain committees of the board, attending board meetings and general meetings of the Company and meetings of any board committees of which you become a chairman and/or 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 regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director 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 Articles, the applicable 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), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.
7. You shall at all times keep the board of directors of the Company 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 interest of the Company and/or which competes or is likely to compete, either directly or indirectly, with the Group's business from time to time, to enable the Company to comply with the disclosure requirement under Rules 8.10(2)(b) and (c) of the Listing Rules.
8. You shall promptly upon request by the Company or in any event upon your ceasing to be an Independent Non-executive Director deliver up to the Company or destroy (at your discretion) all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
9. The Company will maintain appropriate director's and officer's liability insurance for your benefit. This level of insurance shall be agreed upon by the Board from time to time. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
10. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate on you ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws.
11. 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.
12. Save as expressly provided herein, a person who is not a party to this appointment letter shall not have any rights under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of this appointment letter.

[The remainder of this page is intentionally left blank]

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

Yours faithfully,



Yiu Kai
For and on behalf of
Zijin Gold International Company Limited

I, Chan Hon, hereby accept my appointment as an independent non-executive director of Zijin Gold International Company Limited on the terms and conditions as set out above, of which this is a copy.

Signed : 

Chan Hon

ZIJIN GOLD INTERNATIONAL COMPANY LIMITED

Date: 15 September 2025
Name: Xie Shaobo
Address: No. 1B, Seabird Lane, Discovery Bay, Hong Kong

Dear Sir,

APPOINTMENT AS AN INDEPENDENT NON-EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of your appointment as an independent non-executive director (an “**Independent Non-executive Director**”) of Zijin Gold International Company Limited (the “**Company**”):

1. Your appointment as an Independent Non-executive Director shall be governed by the terms of this appointment letter. The term of this appointment letter shall take effect from the date of listing (the “**Listing**”) of the Company’s shares on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and shall last for a period of three years unless terminated in accordance with paragraph 2 and subject to the provisions of paragraph 4.
2. Notwithstanding the provisions of this letter, the Company shall be entitled to terminate your appointment, immediately at any time without notice, in writing in accordance with the provisions of the articles of association or the provisions of any law or regulation, in each case, if you become insolvent or commit any act which would under such provisions permit the Company to terminate your appointment, and when you refuse to stand for re-election in general meeting as a director or the resolution for your re-election to the board is not approved at such general meeting. Upon termination of your appointment or upon your resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment. You may only terminate your appointment as Independent Non-executive Director by giving the Company one month’s prior written notice.
3. You shall, from the date of the Listing of the Company, be entitled to a remuneration of HK\$300,000 per annum payable in cash. You are recommended to seek professional advice as to 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. The Company shall reimburse you for all reasonable out of pocket expenses necessarily incurred in carrying out your duties or in response to any requests by the Company or the Board to perform any duty or service in your capacity as director of the Company.
4. Your appointment is subject to the provisions of the memorandum and articles of association of the Company in force from time to time (the “**Articles**”), including but not limited to provisions regarding a director’s retirement from office as director by rotation at least once every three years at the annual general meeting of the Company. It is a requirement of the Rules Governing the Listing of Securities on the Stock Exchange (the “**Listing Rules**”) that you, as an Independent Non-executive Director, should not have in existence certain factors which are considered under Rule 3.13 of the Listing Rules to have impaired your independence. By accepting this appointment, you will be deemed to confirm that you satisfy the requirements to act as an Independent Non-executive Director under the Listing Rules.
5. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Independent Non-executive Director. These will include

(but are not limited to) supervising and providing independent judgement to the board of directors of the Company, serving as chairman and/or members of certain committees of the board, attending board meetings and general meetings of the Company and meetings of any board committees of which you become a chairman and/or 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 regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director 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 Articles, the applicable 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), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs.
7. You shall at all times keep the board of directors of the Company 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 interest of the Company and/or which competes or is likely to compete, either directly or indirectly, with the Group's business from time to time, to enable the Company to comply with the disclosure requirement under Rules 8.10(2)(b) and (c) of the Listing Rules.
8. You shall promptly upon request by the Company or in any event upon your ceasing to be an Independent Non-executive Director deliver up to the Company or destroy (at your discretion) all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
9. The Company will maintain appropriate director's and officer's liability insurance for your benefit. This level of insurance shall be agreed upon by the Board from time to time. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
10. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate on you ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws.
11. 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.
12. Save as expressly provided herein, a person who is not a party to this appointment letter shall not have any rights under the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of this appointment letter.

[The remainder of this page is intentionally left blank]

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

Yours faithfully,



Yiu Kai
For and on behalf of
Zijin Gold International Company Limited

I, Xie Shaobo, hereby accept my appointment as an independent non-executive director of Zijin Gold International Company Limited on the terms and conditions as set out above, of which this is a copy.

Signed :



Xie Shaobo