



# 世紀陽光集團控股有限公司

CENTURY SUNSHINE GROUP HOLDINGS LIMITED

( 成立於開曼羣島 • Incorporated in the Cayman Islands )

Date : 27 March 2020

Mr. Lau Chi Kit  
160 Nam Shan  
Sai Kung  
Hong Kong

Dear Mr. Lau,

**Century Sunshine Group Holdings Limited (the "Company") —  
Appointment of Independent Non-Executive Director**

We hereby confirm your appointment as an independent non-executive director of the Company for a fixed term of **two years** with effect from **1 April 2020** provided that either you or the Company may terminate this appointment by giving at least three months' prior notice in writing, subject to the provisions of retirement and rotation of directors under the articles of association of the Company.

In addition to the duties imposed by law on a director and as appropriate in your position as an independent non-executive director of a listed company, we expect you to discharge the following functions and duties:

- (a) to attend, if required, the board meetings at the Company's place of business in Hong Kong or such other place on dates to be notified to you by the Company in advance;
- (b) to attend the Company's annual general meeting to be held each year;
- (c) to attend any extraordinary general meetings of the Company which might be called from time to time;
- (d) to serve on the audit committee and remuneration committee of the Company as established in accordance with Rules 3.21 and 3.25 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and to attend the meetings of the audit committee and remuneration committee; and
- (e) to faithfully and diligently carry out such functions and duties as may be required of you from time to time.



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Your appointment is subject at all times to the articles of association of the Company (as may be amended from time to time), the Listing Rules and all other applicable laws, rules and regulations. As an independent non-executive director, you are required to observe and comply with the independence requirements as set out in Rule 3.13 of the Listing Rules and are required to provide an annual confirmation of your independence to the Company. By accepting this appointment, you will be deemed to have represented to the Company and The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) that you have satisfied the above requirements to act as an independent non-executive director. You undertake to inform the Company promptly upon your awareness of any event which may affect your independence requirements under the Listing Rules.

Your emolument shall be a fixed sum of **HK\$240,000** per annum and shall be reviewed by the board of directors of the Company (the “**Board**”) annually.

You shall ensure that you are fully aware of, and shall observe and comply with, your legal obligations, and all your obligations under the Listing Rules and other relevant regulations and requirements, as an independent non-executive director of the Company.

As an independent non-executive director, you are eligible to be granted options to subscribe for shares of the Company under the rules of the share option scheme adopted by the Company, subject always to the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties to the Company, provided that you provided to the Company all the appropriate receipts and vouchers.

In the course of your appointment and in the performance of your duties, you will have access to and be entrusted with information (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind and relating to the Company and its subsidiaries (the “**Group**”) (the “**Confidential Information**”). In connection with any Confidential Information:-

- (a) you shall at all times use the Confidential Information for the purpose only for the proper discharge of your duties hereunder and shall not disclose or permit to be disclosed to any person, firm or organization outside the Group any Confidential Information or copies, summaries or reproductions of it in any form save with the prior written consent of the Company or if, and in so far as, you are required so to do by law or by any competent regulatory authority, or such information or knowledge are in the public domain (otherwise than through your default); and
- (b) at the expiration or sooner determination of your appointment, you shall surrender and deliver up to the Company all Confidential Information forthwith (and any copies of it or any part of it), expunge all Confidential Information from any computer, word processor or other similar device into which it was programmed, and destroyed all notes, analyses or memoranda containing Confidential Information in your possession. Title, copyright and all intellectual property rights therein shall belong to and vest in the Group.



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Please kindly confirm your acceptance of an independent non-executive director of the Company as stated herein by signing and returning to us a copy of this letter. And, this letter will then automatically supersede any appointment letter(s) entered with the Company before, if any.

Yours faithfully,  
For and on behalf of  
Century Sunshine Group Holdings Limited

Shum Sai Chit (沈世捷)  
Director

Confirmed and accepted by:

Lau Chi Kit (劉智傑)

Date: 27 March 2020