# 2025年4月30日

Green Tea Group Limited 绿茶集团有限公司

与

王勤松

董事服务合同

本合同由下列双方于 2025年4月30日签订:

- (1) Green Tea Group Limited 绿茶集团有限公司,为一家在开曼群岛注册成立的有限责任公司,其注册办事处位于 71 Fort Street, P.O. Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands,其主要营业地点及总办事处位于中国浙江省杭州市西湖区灵隐路 1号,其香港办事处位于香港銅鑼灣希慎道 33 號利園一期 19 樓 1918 室楼楼(下称"上市公司"):与
- (2) 王勤松先生,其地址为中国浙江省杭州市西湖区文新街道文二西路桂花城春晓苑 7 幢 1 单元 101 室(下称"**受聘方**")。

本合同双方同意如下:

#### 1. 定义

1.1 本合同内,除非文义另有所指外,下列词语应具有以下涵义:

"紧密联系人" 上市规则所赋予之涵义;

"附属公司" 《公司条例》(香港法例第622章)第15条所赋予之涵义:

"董事会" 上市公司不时的董事会或恰当地成立或授权之董事委员会;

"上市集团" 指上市公司及其附属公司;

"香港" 中华人民共和国香港特别行政区;

"上市规则" 香港联合交易所有限公司证券上市规则(经不时修订、补充或

以其他方式修改);及

"联交所"香港联合交易所有限公司。

- 1.2 所提及的"节"、"条"和"次条文"为本合同的章节、条和次条文。
- 1.3 所有标题均是为便于引用而使用,并不影响本合同的解释。
- 1.4 单数词包括复数,反之亦然和意味性别或中性的词语包括所有性别及中性。
- 1.5 所提及的条例、附属条例、法例、法规及规则即指(如适合)经不时修订、修改或再制定的条例、附属条例、法例、法规及规则。
- 1.6 所提及的"人士"包括个人、法人团体、商号、公司、政府、国家或国家机构或任何联 营实体、联系实体或合伙商行(不论是否具有不同法律身份)。所提及的"公司"须解 释为包括任何公司、法团或其他法人团体,不论在任何地方及以任何方式成立或确立。
- 1.7 所提及的"双方"指本合同双方,而提及的"一方"指本合同之任何一方。
- 1.8 除非明确指明,所提及的时间及日期为香港时间及日期。
- 1.9 所提及的"本合同"或其他协议或文件需解释为包括经任何方式修改、延长、更替、取 代和/或补充之本合同或其他协议或文件。

# 2. 委任

- 2.1 上市公司会按照下文所列的条款,并受其规限,聘用受聘方,而受聘方将按照下文所列的条款,并受其规限,担任上市公司的执行董事,以应有谨慎态度和技能行事,并履行在本合同中的职责。
- 2.2 即使本合同有任何规定,上市公司仍可酌情指定或任命其认为需要的其他董事,出任 执行董事一职,与受聘方共事。另外,即使本合同有任何规定,上市公司亦可酌情指 定或任命受聘方担任公司的董事会委员会成员或任何其他职位及任何附属公司或联属 公司的董事、高级管理层或任何其他职位,该委任应受本协议的条款监管。
- 2.3 受聘方的委任期自 2025 年 4 月 30 日起初步为期三年,经双方同意可续期,续期的期限及次数不限,惟可因下文规定而终止。受聘方须根据上市规则及上市公司现行及经不时修订的组织章程细则中相关规定至少每三年于上市公司的股东周年大会上轮席退任及重选连任。
- 2.4 受聘方不应在本合同期间作出任何违反有关管辖权区的法律法规或上市规则而导致其 担任董事资格被取消或质疑的行为。
- 2.5 受聘方向上市公司声明及保证其并不受任何法庭命令、协议、安排、承诺限制或禁止 其订立本合同或执行后述之职责。

## 3. 薪酬及开支

- 3.1 有关董事薪酬将会参考薪酬委员会建议之比率不时予以调整。本公司薪酬委员会将考虑以下内容以厘定该等比率(i)上市集团的营运业绩以及(ii)董事表现。董事会或其薪酬委员会在审核薪酬方案时须获得其大多数成员批准通过相关决议,但前提是受聘方必须在该董事会或(如适用)薪酬委员会的会议上回避表决有关其自身薪酬的有关决议案。如根据适用的法律法规(包括上市规则)薪酬的任何部分需经股东大会批准,则该部分薪酬只可在取得股东大会批准后,方为有效。
- 3.2 在每一完成的服务年度,受聘方将有权获取额外的管理花红,金额由董事会厘定,但前提是在董事会或(如适用)薪酬委员会决定须根据本条支付受聘方酌情花红的金额的会议上,受聘方必须回避表决。在评估须就任何财政年度支付受聘方或上市公司其他执行董事的酌情花红的总金额时,董事会或其薪酬委员会须考虑上市集团在各个别财政年度中的整体业绩,以及受聘方在各个别财政年度中的个人表现及已完成的服务期间。
- 3.3 受聘方可向上市公司报销其在受雇期间或为推广上市集团业务所产生及垫付的一切合理费用,惟受聘方须向上市公司提供全部适当收据及凭证。
- 3.4 上市公司可提供额外福利予受聘方,该等福利由董事会或其薪酬委员会酌情决定。
- 3.5 受聘方将有权按照上市公司不时采纳及生效的股权激励计划及其他奖励计划的计划规则之条款参与该等计划。
- 3.6 受聘方受雇期间,上市公司亦将就受聘方为履行其作为上市公司董事所负的职责为受聘方办理并购买董事责任保险。

3.7 受聘方确认其了解其应自行寻求专业意见,以确定是否须就出任上市公司董事应收任 何薪酬而缴纳任何税项。

#### 4. 职务及职责

- 4.1 据上市规则规定,受聘方须负责管理与经营上市公司的业务,并须履行诚信责任及以 应有技能、谨慎和勤勉行事的责任,而履行上述责任时,至少须符合法例所确立的标 准。具体而言,受聘方在履行其董事职务时,必须:
  - (a) 诚实及善意地以上市公司的整体利益为前提行事;
  - (b) 为适当目的行事;
  - (c) 就上市公司资产的运用或误用而向上市公司负责;
  - (d) 避免实际或潜在的利益和职务冲突;
  - (e) 全面及公正地披露其与上市公司订立的合约中的权益;
  - (f) 以应有的技能、谨慎和勤勉行事,程度相当于别人合理地预期一名具备与受聘 方相同知识及经验、并担任上市公司董事职务的人士所应有的水平;
  - (g) 遵从及依照董事会不时给予或作出的合法指示或指令,并按照董事会决议案项下所授予的权力行事;及
  - (h) 完全及勤勉地对上市公司业务及利益投入时间及精力。
- 4.2 上市公司董事须根据不时修订、补充或修正的上市公司组织章程大纲及细则,以及适用的法律、法规及规则(包括开曼群岛公司法、上市规则、证券及期货条例(香港法律第 571 章)及公司收购、合并及股份回购守则等)行事。身为上市公司董事,上市公司组织章程细则禁止受聘方在董事会会议上,就涉及受聘方重大利益的任何决议案表决或计入法定人数。
- 4.3 受聘方一经接纳委任,即视作受聘方向上市公司及联交所声明,受聘方承诺出任上市公司董事时履行上述职责及受上文第 4.1 及 4.2 条限制约束。此外,受聘方须保证受聘方尽悉上市规则以及香港及开曼群岛的其他相关规例及规定下作为董事的全部其他责任。
- 4.4 受聘方在执行本合同所规定的职责时,须向上市集团提供董事会可能不时合理要求的服务,并(除非另有协议,不另收取酬金)在上市集团内担任董事会可能不时合理要求的其他职位,在不限制本条普遍适用的前提下,担任上市公司各家附属公司的董事或高级管理人员。
- 4.5 经上市公司董事会不时要求或依据上市规则须受聘方垂注的规定,受聘方应参与薪酬 委员会、审核委员会、提名委员会及/或其他委员会,出任委员及/或主席。受聘方亦 应定期出席董事会会议、股东大会以及受聘方作为委员会成员之一的任何董事委员会 会议。
- 4.6 在不影响上述第 4.1 及 4.5 条的条文的一般性的原则下,在受雇期间,受聘方:

- (a) 应负责上市集团的日常和整体管理、策略性计划及发展,及将会忠诚和尽力地 担任上市公司之执行董事;及以该身份督导和管理上市集团及履行和合理地及 合法地行使董事会订出或赋给之职责和权力;
- (b) 须与董事会不时任命的其他董事或行政人员一起履行职责并行使权利;董事会可在提出解释并书面通知后,随时要求受聘方停止履行或行使本合同中的职责或权利;
- (c) 除非因疾病或意外而丧失行为能力,或者遇不可抗力事宜阻碍外,应尽力地专注处理上市集团之业务和利益,在丧失行为能力或遇不可抗力事宜阻碍的情况下,受聘方应立即将有关情况通知上市公司秘书或其他董事,并提供董事会可能需要的相关第三方证明文件(包括医疗诊断书、行政管理机关文件、公证文件等)以合理证明疾病、意外或不可抗力事宜已发生或尚未完结;
- (d) 不得要求、接受或容许其家庭成员因其与上市公司之雇佣关系向第三者要求或 接受任何提供或给予受聘方或其任何家庭成员之礼物、福利或利益;及
- (e) 应尽力促使上市公司严格地遵守上市规则、证券及期货条例(香港法律第 571 章)、公司收购、合并及股份购回守则、上市公司组织章程大纲及细则、开曼群岛公司法及其他适用条例或规例。
- 4.7 除非得到董事会的事先书面同意,受聘方不能在本合同期间,于任何公司担任董事一职(上市公司、上市集团其他成员或任何上市集团成员所投资的联营公司除外)。

## 5. 终止

- 5.1 本合同将于下列事件发生时自动终止,在该情况下,受聘方将不可对上市公司索取损害赔偿:
  - (a) 于受聘方被受雇后所举行且将轮席退任的任何上市公司股东周年大会上不获重 选为上市公司董事:或
  - (b) 受聘方根据上市公司的组织章程细则相关规定被要求离任董事职务;或
  - (c) 上市公司股东于股东大会上通过决议案, 罢免受聘方的董事职务; 或
  - (d) 受聘方辞任上市公司的董事职务。
- 5.2 不管本合同任何条文所述如何,上市公司或受聘方可向另一方发出至少两个月或经由 双方同意的通知期限的书面通知,终止受聘方的委任,惟倘以下事项适用于受聘方时, 上市公司无须发出通知,亦可终止受聘方的委任:
  - (a) 按上市公司董事会合理认为,受聘方触犯或做出将无论如何损害上市公司利益 之任何严重失责行为;或
  - (b) 严重或持续违反本合同任何条款;或
  - (c) 进行任何破产行动或与受聘方的债权人订立债务重整协议或债务偿还安排或持续未能偿还受聘方的个人债项;或
  - (d) 因神智失常无法管理本身事务;或

- (e) 酗酒成习;或
- (f) 任何涉及受聘方诚信的控罪罪成;或
- (g) 根据任何适用法律、公司收购、合并及股份购回守则、上市规则或联交所颁布 的任何规则,不合资格出任上市公司董事;或
- (h) 在作出或考虑作出有关上市公司已发行股本的任何要约中,直接或间接向相关 人士给予意见或参与其中或与任何相关人士一致行动;或
- (i) 已为或成为法律禁止出任董事的人士;或
- (j) 被判触犯了任何不时有效,且与内幕交易有关的法定条文或规则,或根据任何 不时有效,且与内幕交易有关的法定条文或规则,被裁定为内幕交易者;
- (k) 无论受聘方是否履行职责或因其他原因,行事方式很可能导致受聘方或上市公司声誉受损或上市公司利益受损;或
- (I) 在受雇期间,受聘方拒絶履行上市公司董事会给予受聘方任何合理合法指示或 指令或未能勤勉地履行本合同规定的职责;或
- (m) 在接获上市公司书面警告后,受聘方履行职责时行为继续不理想或表现仍然差劣;或
- (n) 以不正当的手段,向任何未获授权的人士透露任何上市公司的机密资料(包括但不限于业务、顾客、供货商、经销商、雇员、财务、投资、计划、策略、工业知识、研究、调查、知识产权等),或上市集团任何其他商业秘密;或
- (o) 上市公司股东于股东大会上罢免受聘方的董事职务。

## 6. 股份买卖

受聘方须遵守所有有关法律法规,联交所、香港证券及期货事务监察委员会、其他监察机关,或受聘方或其联系人等买卖股份所在市场的所有规则(包括但不限于遵守上市规则附录十所列的上市发行人董事进行证券交易的标准守则),并须就上市集团内各公司的股份或其他证券的买卖,以及影响上市集团内任何公司的股份或其他证券的未公布内幕消息,遵守上市公司所有当时有效的规例及公司章程大纲及细则。受聘方在海外买卖股份时,应须遵照买卖所在地方的法律,以及其股票交易所、市场或买卖系统的全部规则。

#### 7. 不竞争

- 7.1 受聘方保证在被上市公司委任为董事期间及合同终止后的一年内:
  - (a) 将不以任何方式(无论是直接或间接)向任何与上市公司或其附属公司或联营公司存在商业竞争的任何公司或个人谋取或接受任何身份或职位的工作或与之进行任何商业交易,亦不得在该等公司拥有超过 10%的经济利益,也不得以任何方式(无论是直接或间接)参与任何与上市公司或其附属公司或联营公司构成商业竞争的活动: 和

- (b) 将不以任何方式,直接或间接招揽或委任或以任何方式委任在受聘方之委任终 止前十二个月内受雇于公司或其附属公司或联营公司的董事、高级职员、员工 或雇员,或怂恿他们离开。
- 7.2 受聘方不应在任期终止后的任何时候或为了任何目的,将与上市公司或其附属公司或 联营公司的中、英文名称相同或类似的任何名称与其本身或任何其他名称一起使用, 以致被视为与上市公司或曾与上市公司的业务有关,或以任何方式自称曾有该等关系, 惟经股东大会书面同意决定的除外。
- 7.3 虽然本合同双方视本条款的限制在各种情况下为合理,此等限制的性质可能因为技术性原因而不能成立;本合同双方同意及声明,倘若此等限制因并不合理地保护上市集团的利益而被判定为无效,但如除去部分用字或缩短时限或处理的范围被缩窄后会变为有效时,该经修改后的限制将予以采用。
- 7.4 本合同双方承认金钱赔偿并不足以弥补上市公司、上市集团成员、其业务及财产可能 招致的损害。受聘方同意,倘若其违反或可能违反本合同的任何条款,上市公司则可 享有以下的补偿(而该补偿是累计而并非独立的):
  - (a) 申请禁制令;
  - (b) 在法律上或在衡平法上取得所有金额赔偿;及
  - (c) 在法律上或在衡平法上取得其他上市公司可享有的补偿。

## 8. 保密义务

- 8.1 受聘方同意就上市公司的机密资料及商业秘密保密,包括但不限于任何以口头、视像、书面及/或其他实体形式提供的机密资料与统计数据、业务计划、经营业务、技术、技术诀窍、系统及/或服务及产品的销售、购买及使用建议,除根据相关法律要求且经上市公司事先同意,不会将有关资料向任何第三方披露。
- 8.2 受聘方在受雇期满或提前终止本合同条款时,须立即、全部、有效地将与上市公司业务有关的全部资料(包括但不限于上市公司文件、个人笔记、记录、报告、手册、图纸、表格、任何载有上市公司秘密资料的磁盘、磁带、名单)归还上市公司。为避免疑问,现声明上述文件、模型、样本及所有以电子、电磁、光学等形式或类似形式储存在计算机或类似设备中的信息之知识产权在任何时候均属上市公司所有。受聘方无权亦不得保留任何相关副本。

#### 9. 更改

9.1 上市公司就此明确保留通过其治理架构的合法有效之决定或决议,不时修正、修改、增加或取消(不论部分或全部)本合同之任何条款或条件,以及不时传阅或传递予受聘方的任何其他有关政策及指令之权利。

# 10. 个人资料

- 10.1 倘若受聘方的地址、电话及手提电话号码、家中传真号码、电邮地址有任何转变,受聘方应在合理切实可行范围内尽快以书面通知上市公司。
- 10.2 受聘方向上市公司陈述其保证在本合同订立日之前已披露其于与任何上市集团成员业 务有商业关系或竞争的任何公司、商号、业务、企业及团体之个人利益,不论作为股

东、投资者、董事、顾问、建议者或其他角色,以及不时全面和尽快地通知上市公司 任何已披露资料之任何转变(包括本合同订立之后产生的利益)。

10.3 受聘方向上市公司陈述及保证其已向上市公司全面披露所有(a)任何上市集团成员及(b)受聘方或其家庭成员之间存在或潜在的利益冲突,以及承诺不时全面及尽快通知上市公司任何上述情况之转变或在受雇期间可能产生的任何利益冲突。

# 11. 其他

- 11.1 任何一方单独或局部行使、未有行使、不行使或延误行使本合同或其他方面所赋的任何权利、权力或补偿,都不得作弃权论。
- 11.2 凡本合同明文赋予一方之权利、权力、补偿,都累加于(而不妨碍)另按本合同或法 律可供该方享有的所有权利、权力、补偿,且有关的补偿不限于法律提供的任何补偿。
- 11.3 若任命由一方终止,但受聘方获得要约,再受上市公司聘用,或由上市集团属下另一公司聘用,而聘用条款又在各重大方面不比本合同的任命条款逊色,受聘方不得就终止任命一事,向上市公司索偿。
- 11.4 本合同构成双方协议的全部及取代任何上市集团成员与受聘方之间任何存在的协议或 安排(不论口述与否),自本合同订立日起,一切其他协议或安排将被双方视为同意 终止。受聘方确定其并无对上市公司或其他上市集团成员存在任何未解决的申索。
- 11.5 本合同包含上市公司聘用受聘方,并与此事有关的全部条款、条文,并代替、取代上市集团内任何公司原先就聘用而与受聘方订立的任何服务协议、安排或承诺(不论是书面还是口头)。受聘方承认,没有依赖任何声明和保证,才订立本合同。
- 11.6 受聘方特此承认,对上市集团属下任何公司并无任何种类的申索。在不妨碍前述规定 普遍适用的前提下,受聘方进一步承认,凡只为签订本合同而终止的任何以往服务协 议、安排或承诺,受聘方都无权因此而向上市集团属下任何公司索偿。
- 11.7 本合同的届满或终止(不论任何原因)不应影响本合同内明示将会继续适用及有效的 条文。
- 11.8 倘若本合同双方同意受聘方的薪酬有所增减时,该等改变并不构成新的协议,(除以任何相反的明示协议规定外)本合同的一切条款除上述薪酬改变外一概继续保留。
- 11.9 本合同可由双方签立若干副本,而每份经所有合约方签立及送递之协议均为正本,并 合共构成一份有效的法律文件。
- 11.10 按本合同提出或作出每一项通告、索求或其他讯息须以书面形式, (i) (就受聘方而言) 当面交付或以邮寄、传真或电邮方式传送至受聘方的惯常或最后知悉的地址、传真号码或电邮地址或(ii) (就向上市公司发出的通知而言)邮寄至上市公司的主要营业地点。任何通告、索求或其他讯息将在下列时间被视作已交付: (a) 如当面交付,当送达有关地址; (b) 如邮递,在投递48 小时后; (c) 如传真或电邮,当发送后。
- 11.11 若在任何时候,本合同任何条款在任何方面属于或变成无效、非法、不可强制执行或不可履行,该条款就视为从本合同删除。本合同其余条款是否有效、合法、可否强制执行、履行,均不会因此而受影响或削弱。

11.12 非经双方书面同意,任何一方均不得修订、补充、删除、或修改本合同或其中任何条款。

# 12. 管辖法律

本合同在所有方面均受香港法律管辖,按香港法律诠释,并受制于香港法院的非专属管辖权。

本合同按首端所述日期签订以兹证明。

# 上市公司

Green Tea Group Limited 绿茶集团有限公司

授权代表签署

授权代表姓名:于丽影

职务:董事

日期: **2025年4月30日** 

# <u>受聘方</u>

姓名:王勤松

日期: **2025年4月30日** 

# 2025年4月30日

Green Tea Group Limited

绿茶集团有限公司

与

于丽影

董事服务合同

本合同由下列双方于 2025 年 4 月 30 日签订:

- (1) Green Tea Group Limited 绿茶集团有限公司,为一家在开曼群岛注册成立的有限责任公司,其注册办事处位于 71 Fort Street, P.O. Box 50, George Town, Grand Cayman, KY1-1106, Cayman Islands,其主要营业地点及总办事处位于中国浙江省杭州市西湖区灵隐路 1号,其香港办事处位于香港銅鑼灣希慎道 33 號利園一期 19 樓 1918 室楼(下称"上市公司"):与
- (2) 于丽影女士,其地址为中国浙江省杭州市西湖区文新街道文二西路桂花城春晓苑 10 幢 3 单元 101 室(下称"**受聘方**")。

本合同双方同意如下:

#### 1. 定义

1.1 本合同内,除非文义另有所指外,下列词语应具有以下涵义:

"紧密联系人" 上市规则所赋予之涵义;

"附属公司" 《公司条例》(香港法例第 622 章)第 15 条所赋予之涵义:

"董事会" 上市公司不时的董事会或恰当地成立或授权之董事委员会;

"上市集团" 指上市公司及其附属公司;

"香港" 中华人民共和国香港特别行政区;

"上市规则" 香港联合交易所有限公司证券上市规则(经不时修订、补充或

以其他方式修改);及

"联交所" 香港联合交易所有限公司。

- 1.2 所提及的"节"、"条"和"次条文"为本合同的章节、条和次条文。
- 1.3 所有标题均是为便于引用而使用,并不影响本合同的解释。
- 1.4 单数词包括复数,反之亦然和意味性别或中性的词语包括所有性别及中性。
- 1.5 所提及的条例、附属条例、法例、法规及规则即指(如适合)经不时修订、修改或再制定的条例、附属条例、法例、法规及规则。
- 1.6 所提及的"人士"包括个人、法人团体、商号、公司、政府、国家或国家机构或任何联 营实体、联系实体或合伙商行(不论是否具有不同法律身份)。所提及的"公司"须解 释为包括任何公司、法团或其他法人团体,不论在任何地方及以任何方式成立或确立。
- 1.7 所提及的"双方"指本合同双方,而提及的"一方"指本合同之任何一方。
- 1.8 除非明确指明,所提及的时间及日期为香港时间及日期。
- 1.9 所提及的"本合同"或其他协议或文件需解释为包括经任何方式修改、延长、更替、取 代和/或补充之本合同或其他协议或文件。

# 2. 委任

- 2.1 上市公司会按照下文所列的条款,并受其规限,聘用受聘方,而受聘方将按照下文所列的条款,并受其规限,担任上市公司的执行董事,以应有谨慎态度和技能行事,并履行在本合同中的职责。
- 2.2 即使本合同有任何规定,上市公司仍可酌情指定或任命其认为需要的其他董事,出任 执行董事一职,与受聘方共事。另外,即使本合同有任何规定,上市公司亦可酌情指 定或任命受聘方担任公司的董事会委员会成员或任何其他职位及任何附属公司或联属 公司的董事、高级管理层或任何其他职位,该委任应受本协议的条款监管。
- 2.3 受聘方的委任期自 2025 年 4 月 30 日起初步为期三年,经双方同意可续期,续期的期限及次数不限,惟可因下文规定而终止。受聘方须根据上市规则及上市公司现行及经不时修订的组织章程细则中相关规定至少每三年于上市公司的股东周年大会上轮席退任及重选连任。
- 2.4 受聘方不应在本合同期间作出任何违反有关管辖权区的法律法规或上市规则而导致其 担任董事资格被取消或质疑的行为。
- 2.5 受聘方向上市公司声明及保证其并不受任何法庭命令、协议、安排、承诺限制或禁止 其订立本合同或执行后述之职责。

## 3. 薪酬及开支

- 3.1 有关董事薪酬将会参考薪酬委员会建议之比率不时予以调整。本公司薪酬委员会将考虑以下内容以厘定该等比率(i)上市集团的营运业绩以及(ii)董事表现。董事会或其薪酬委员会在审核薪酬方案时须获得其大多数成员批准通过相关决议,但前提是受聘方必须在该董事会或(如适用)薪酬委员会的会议上回避表决有关其自身薪酬的有关决议案。如根据适用的法律法规(包括上市规则)薪酬的任何部分需经股东大会批准,则该部分薪酬只可在取得股东大会批准后,方为有效。
- 3.2 在每一完成的服务年度,受聘方将有权获取额外的管理花红,金额由董事会厘定,但前提是在董事会或(如适用)薪酬委员会决定须根据本条支付受聘方酌情花红的金额的会议上,受聘方必须回避表决。在评估须就任何财政年度支付受聘方或上市公司其他执行董事的酌情花红的总金额时,董事会或其薪酬委员会须考虑上市集团在各个别财政年度中的整体业绩,以及受聘方在各个别财政年度中的个人表现及已完成的服务期间。
- 3.3 受聘方可向上市公司报销其在受雇期间或为推广上市集团业务所产生及垫付的一切合理费用,惟受聘方须向上市公司提供全部适当收据及凭证。
- 3.4 上市公司可提供额外福利予受聘方,该等福利由董事会或其薪酬委员会酌情决定。
- 3.5 受聘方将有权按照上市公司不时采纳及生效的股权激励计划及其他奖励计划的计划规则之条款参与该等计划。
- 3.6 受聘方受雇期间,上市公司亦将就受聘方为履行其作为上市公司董事所负的职责为受聘方办理并购买董事责任保险。

3.7 受聘方确认其了解其应自行寻求专业意见,以确定是否须就出任上市公司董事应收任 何薪酬而缴纳任何税项。

#### 4. 职务及职责

- 4.1 据上市规则规定,受聘方须负责管理与经营上市公司的业务,并须履行诚信责任及以 应有技能、谨慎和勤勉行事的责任,而履行上述责任时,至少须符合法例所确立的标 准。具体而言,受聘方在履行其董事职务时,必须:
  - (a) 诚实及善意地以上市公司的整体利益为前提行事;
  - (b) 为适当目的行事;
  - (c) 就上市公司资产的运用或误用而向上市公司负责;
  - (d) 避免实际或潜在的利益和职务冲突;
  - (e) 全面及公正地披露其与上市公司订立的合约中的权益;
  - (f) 以应有的技能、谨慎和勤勉行事,程度相当于别人合理地预期一名具备与受聘 方相同知识及经验、并担任上市公司董事职务的人士所应有的水平;
  - (g) 遵从及依照董事会不时给予或作出的合法指示或指令,并按照董事会决议案项下所授予的权力行事;及
  - (h) 完全及勤勉地对上市公司业务及利益投入时间及精力。
- 4.2 上市公司董事须根据不时修订、补充或修正的上市公司组织章程大纲及细则,以及适用的法律、法规及规则(包括开曼群岛公司法、上市规则、证券及期货条例(香港法律第 571 章)及公司收购、合并及股份回购守则等)行事。身为上市公司董事,上市公司组织章程细则禁止受聘方在董事会会议上,就涉及受聘方重大利益的任何决议案表决或计入法定人数。
- 4.3 受聘方一经接纳委任,即视作受聘方向上市公司及联交所声明,受聘方承诺出任上市公司董事时履行上述职责及受上文第 4.1 及 4.2 条限制约束。此外,受聘方须保证受聘方尽悉上市规则以及香港及开曼群岛的其他相关规例及规定下作为董事的全部其他责任。
- 4.4 受聘方在执行本合同所规定的职责时,须向上市集团提供董事会可能不时合理要求的服务,并(除非另有协议,不另收取酬金)在上市集团内担任董事会可能不时合理要求的其他职位,在不限制本条普遍适用的前提下,担任上市公司各家附属公司的董事或高级管理人员。
- 4.5 经上市公司董事会不时要求或依据上市规则须受聘方垂注的规定,受聘方应参与薪酬 委员会、审核委员会、提名委员会及/或其他委员会,出任委员及/或主席。受聘方亦 应定期出席董事会会议、股东大会以及受聘方作为委员会成员之一的任何董事委员会 会议。
- 4.6 在不影响上述第 4.1 及 4.5 条的条文的一般性的原则下,在受雇期间,受聘方:

- (a) 应负责上市集团的日常和整体管理、策略性计划及发展,及将会忠诚和尽力地 担任上市公司之执行董事;及以该身份督导和管理上市集团及履行和合理地及 合法地行使董事会订出或赋给之职责和权力;
- (b) 须与董事会不时任命的其他董事或行政人员一起履行职责并行使权利;董事会可在提出解释并书面通知后,随时要求受聘方停止履行或行使本合同中的职责或权利;
- (c) 除非因疾病或意外而丧失行为能力,或者遇不可抗力事宜阻碍外,应尽力地专注处理上市集团之业务和利益,在丧失行为能力或遇不可抗力事宜阻碍的情况下,受聘方应立即将有关情况通知上市公司秘书或其他董事,并提供董事会可能需要的相关第三方证明文件(包括医疗诊断书、行政管理机关文件、公证文件等)以合理证明疾病、意外或不可抗力事宜已发生或尚未完结;
- (d) 不得要求、接受或容许其家庭成员因其与上市公司之雇佣关系向第三者要求或 接受任何提供或给予受聘方或其任何家庭成员之礼物、福利或利益;及
- (e) 应尽力促使上市公司严格地遵守上市规则、证券及期货条例(香港法律第 571 章)、公司收购、合并及股份购回守则、上市公司组织章程大纲及细则、开曼群岛公司法及其他适用条例或规例。
- 4.7 除非得到董事会的事先书面同意,受聘方不能在本合同期间,于任何公司担任董事一职(上市公司、上市集团其他成员或任何上市集团成员所投资的联营公司除外)。

## 5. 终止

- 5.1 本合同将于下列事件发生时自动终止,在该情况下,受聘方将不可对上市公司索取损害赔偿:
  - (a) 于受聘方被受雇后所举行且将轮席退任的任何上市公司股东周年大会上不获重 选为上市公司董事:或
  - (b) 受聘方根据上市公司的组织章程细则相关规定被要求离任董事职务;或
  - (c) 上市公司股东于股东大会上通过决议案, 罢免受聘方的董事职务; 或
  - (d) 受聘方辞任上市公司的董事职务。
- 5.2 不管本合同任何条文所述如何,上市公司或受聘方可向另一方发出至少两个月或经由 双方同意的通知期限的书面通知,终止受聘方的委任,惟倘以下事项适用于受聘方时, 上市公司无须发出通知,亦可终止受聘方的委任:
  - (a) 按上市公司董事会合理认为,受聘方触犯或做出将无论如何损害上市公司利益 之任何严重失责行为;或
  - (b) 严重或持续违反本合同任何条款;或
  - (c) 进行任何破产行动或与受聘方的债权人订立债务重整协议或债务偿还安排或持续未能偿还受聘方的个人债项;或
  - (d) 因神智失常无法管理本身事务;或

- (e) 酗酒成习;或
- (f) 任何涉及受聘方诚信的控罪罪成;或
- (g) 根据任何适用法律、公司收购、合并及股份购回守则、上市规则或联交所颁布 的任何规则,不合资格出任上市公司董事;或
- (h) 在作出或考虑作出有关上市公司已发行股本的任何要约中,直接或间接向相关 人士给予意见或参与其中或与任何相关人士一致行动;或
- (i) 已为或成为法律禁止出任董事的人士;或
- (j) 被判触犯了任何不时有效,且与内幕交易有关的法定条文或规则,或根据任何 不时有效,且与内幕交易有关的法定条文或规则,被裁定为内幕交易者;
- (k) 无论受聘方是否履行职责或因其他原因,行事方式很可能导致受聘方或上市公司声誉受损或上市公司利益受损;或
- (I) 在受雇期间,受聘方拒絶履行上市公司董事会给予受聘方任何合理合法指示或 指令或未能勤勉地履行本合同规定的职责;或
- (m) 在接获上市公司书面警告后,受聘方履行职责时行为继续不理想或表现仍然差劣;或
- (n) 以不正当的手段,向任何未获授权的人士透露任何上市公司的机密资料(包括但不限于业务、顾客、供货商、经销商、雇员、财务、投资、计划、策略、工业知识、研究、调查、知识产权等),或上市集团任何其他商业秘密;或
- (o) 上市公司股东于股东大会上罢免受聘方的董事职务。

## 6. 股份买卖

受聘方须遵守所有有关法律法规,联交所、香港证券及期货事务监察委员会、其他监察机关,或受聘方或其联系人等买卖股份所在市场的所有规则(包括但不限于遵守上市规则附录十所列的上市发行人董事进行证券交易的标准守则),并须就上市集团内各公司的股份或其他证券的买卖,以及影响上市集团内任何公司的股份或其他证券的未公布内幕消息,遵守上市公司所有当时有效的规例及公司章程大纲及细则。受聘方在海外买卖股份时,应须遵照买卖所在地方的法律,以及其股票交易所、市场或买卖系统的全部规则。

#### 7. 不竞争

- 7.1 受聘方保证在被上市公司委任为董事期间及合同终止后的一年内:
  - (a) 将不以任何方式(无论是直接或间接)向任何与上市公司或其附属公司或联营公司存在商业竞争的任何公司或个人谋取或接受任何身份或职位的工作或与之进行任何商业交易,亦不得在该等公司拥有超过 10%的经济利益,也不得以任何方式(无论是直接或间接)参与任何与上市公司或其附属公司或联营公司构成商业竞争的活动: 和

- (b) 将不以任何方式,直接或间接招揽或委任或以任何方式委任在受聘方之委任终 止前十二个月内受雇于公司或其附属公司或联营公司的董事、高级职员、员工 或雇员,或怂恿他们离开。
- 7.2 受聘方不应在任期终止后的任何时候或为了任何目的,将与上市公司或其附属公司或 联营公司的中、英文名称相同或类似的任何名称与其本身或任何其他名称一起使用, 以致被视为与上市公司或曾与上市公司的业务有关,或以任何方式自称曾有该等关系, 惟经股东大会书面同意决定的除外。
- 7.3 虽然本合同双方视本条款的限制在各种情况下为合理,此等限制的性质可能因为技术性原因而不能成立;本合同双方同意及声明,倘若此等限制因并不合理地保护上市集团的利益而被判定为无效,但如除去部分用字或缩短时限或处理的范围被缩窄后会变为有效时,该经修改后的限制将予以采用。
- 7.4 本合同双方承认金钱赔偿并不足以弥补上市公司、上市集团成员、其业务及财产可能 招致的损害。受聘方同意,倘若其违反或可能违反本合同的任何条款,上市公司则可 享有以下的补偿(而该补偿是累计而并非独立的):
  - (a) 申请禁制令;
  - (b) 在法律上或在衡平法上取得所有金额赔偿;及
  - (c) 在法律上或在衡平法上取得其他上市公司可享有的补偿。

## 8. 保密义务

- 8.1 受聘方同意就上市公司的机密资料及商业秘密保密,包括但不限于任何以口头、视像、书面及/或其他实体形式提供的机密资料与统计数据、业务计划、经营业务、技术、技术诀窍、系统及/或服务及产品的销售、购买及使用建议,除根据相关法律要求且经上市公司事先同意,不会将有关资料向任何第三方披露。
- 8.2 受聘方在受雇期满或提前终止本合同条款时,须立即、全部、有效地将与上市公司业务有关的全部资料(包括但不限于上市公司文件、个人笔记、记录、报告、手册、图纸、表格、任何载有上市公司秘密资料的磁盘、磁带、名单)归还上市公司。为避免疑问,现声明上述文件、模型、样本及所有以电子、电磁、光学等形式或类似形式储存在计算机或类似设备中的信息之知识产权在任何时候均属上市公司所有。受聘方无权亦不得保留任何相关副本。

#### 9. 更改

9.1 上市公司就此明确保留通过其治理架构的合法有效之决定或决议,不时修正、修改、增加或取消(不论部分或全部)本合同之任何条款或条件,以及不时传阅或传递予受聘方的任何其他有关政策及指令之权利。

# 10. 个人资料

- 10.1 倘若受聘方的地址、电话及手提电话号码、家中传真号码、电邮地址有任何转变,受聘方应在合理切实可行范围内尽快以书面通知上市公司。
- 10.2 受聘方向上市公司陈述其保证在本合同订立日之前已披露其于与任何上市集团成员业 务有商业关系或竞争的任何公司、商号、业务、企业及团体之个人利益,不论作为股

东、投资者、董事、顾问、建议者或其他角色,以及不时全面和尽快地通知上市公司 任何已披露资料之任何转变(包括本合同订立之后产生的利益)。

10.3 受聘方向上市公司陈述及保证其已向上市公司全面披露所有(a)任何上市集团成员及(b)受聘方或其家庭成员之间存在或潜在的利益冲突,以及承诺不时全面及尽快通知上市公司任何上述情况之转变或在受雇期间可能产生的任何利益冲突。

# 11. 其他

- 11.1 任何一方单独或局部行使、未有行使、不行使或延误行使本合同或其他方面所赋的任何权利、权力或补偿,都不得作弃权论。
- 11.2 凡本合同明文赋予一方之权利、权力、补偿,都累加于(而不妨碍)另按本合同或法律可供该方享有的所有权利、权力、补偿,且有关的补偿不限于法律提供的任何补偿。
- 11.3 若任命由一方终止,但受聘方获得要约,再受上市公司聘用,或由上市集团属下另一公司聘用,而聘用条款又在各重大方面不比本合同的任命条款逊色,受聘方不得就终止任命一事,向上市公司索偿。
- 11.4 本合同构成双方协议的全部及取代任何上市集团成员与受聘方之间任何存在的协议或 安排(不论口述与否),自本合同订立日起,一切其他协议或安排将被双方视为同意 终止。受聘方确定其并无对上市公司或其他上市集团成员存在任何未解决的申索。
- 11.5 本合同包含上市公司聘用受聘方,并与此事有关的全部条款、条文,并代替、取代上市集团内任何公司原先就聘用而与受聘方订立的任何服务协议、安排或承诺(不论是书面还是口头)。受聘方承认,没有依赖任何声明和保证,才订立本合同。
- 11.6 受聘方特此承认,对上市集团属下任何公司并无任何种类的申索。在不妨碍前述规定 普遍适用的前提下,受聘方进一步承认,凡只为签订本合同而终止的任何以往服务协 议、安排或承诺,受聘方都无权因此而向上市集团属下任何公司索偿。
- 11.7 本合同的届满或终止(不论任何原因)不应影响本合同内明示将会继续适用及有效的 条文。
- 11.8 倘若本合同双方同意受聘方的薪酬有所增减时,该等改变并不构成新的协议,(除以任何相反的明示协议规定外)本合同的一切条款除上述薪酬改变外一概继续保留。
- 11.9 本合同可由双方签立若干副本,而每份经所有合约方签立及送递之协议均为正本,并 合共构成一份有效的法律文件。
- 11.10 按本合同提出或作出每一项通告、索求或其他讯息须以书面形式, (i) (就受聘方而言) 当面交付或以邮寄、传真或电邮方式传送至受聘方的惯常或最后知悉的地址、传真号码或电邮地址或(ii) (就向上市公司发出的通知而言)邮寄至上市公司的主要营业地点。任何通告、索求或其他讯息将在下列时间被视作已交付: (a) 如当面交付,当送达有关地址; (b) 如邮递,在投递48 小时后; (c) 如传真或电邮,当发送后。
- 11.11 若在任何时候,本合同任何条款在任何方面属于或变成无效、非法、不可强制执行或不可履行,该条款就视为从本合同删除。本合同其余条款是否有效、合法、可否强制执行、履行,均不会因此而受影响或削弱。

11.12 非经双方书面同意,任何一方均不得修订、补充、删除、或修改本合同或其中任何条款。

# 12. 管辖法律

本合同在所有方面均受香港法律管辖,按香港法律诠释,并受制于香港法院的非专属管辖权。

本合同按首端所述日期签订以兹证明。

# 上市公司

Green Tea Group Limited 绿茶集团有限公司

授权代表签署

授权代表姓名:王勤松

职务:董事

日期: **2025年4月30日** 

姓名:于丽影

日期**: 2025年4月30日** 

# 2025年4月30日

Green Tea Group Limited

绿茶集团有限公司

与

王佳伟

董事服务合同

本合同由下列双方于 2025 年 4 月 30 日签订:

- (1) Green Tea Group Limited 绿茶集团有限公司,为一家在开曼群岛注册成立的有限责任公司,其注册办事处位于 71 Fort Street, P.O. Box 50, George Town, Grand Cayman, KY1-1106Cayman Islands,其主要营业地点及总办事处位于中国浙江省杭州市西湖区灵隐路1号,其香港办事处位于香港銅鑼灣希慎道 33 號利園一期 19 樓 1918 室楼(下称"上市公司"):与
- (2) 王佳伟先生,其地址为中国浙江省杭州市下城区体育场路 355 号(下称"**受聘方**")。 本合同双方同意如下:
- 1. 定义
- 1.1 本合同内,除非文义另有所指外,下列词语应具有以下涵义:

"紧密联系人" 上市规则所赋予之涵义;

"附属公司" 《公司条例》(香港法例第622章)第15条所赋予之涵义;

"董事会" 上市公司不时的董事会或恰当地成立或授权之董事委员会;

"上市集团" 指上市公司及其附属公司;

"香港" 中华人民共和国香港特别行政区;

"上市规则" 香港联合交易所有限公司证券上市规则(经不时修订、补充或

以其他方式修改);及

"联交所" 香港联合交易所有限公司。

- 1.2 所提及的"节"、"条"和"次条文"为本合同的章节、条和次条文。
- 1.3 所有标题均是为便于引用而使用,并不影响本合同的解释。
- 1.4 单数词包括复数,反之亦然和意味性别或中性的词语包括所有性别及中性。
- 1.5 所提及的条例、附属条例、法例、法规及规则即指(如适合)经不时修订、修改或再制定的条例、附属条例、法例、法规及规则。
- 1.6 所提及的"人士"包括个人、法人团体、商号、公司、政府、国家或国家机构或任何联 营实体、联系实体或合伙商行(不论是否具有不同法律身份)。所提及的"公司"须解 释为包括任何公司、法团或其他法人团体,不论在任何地方及以任何方式成立或确立。
- 1.7 所提及的"双方"指本合同双方,而提及的"一方"指本合同之任何一方。
- 1.8 除非明确指明,所提及的时间及日期为香港时间及日期。
- 1.9 所提及的"本合同"或其他协议或文件需解释为包括经任何方式修改、延长、更替、取 代和/或补充之本合同或其他协议或文件。

# 2. 委任

- 2.1 上市公司会按照下文所列的条款,并受其规限,聘用受聘方,而受聘方将按照下文所列的条款,并受其规限,担任上市公司的执行董事,以应有谨慎态度和技能行事,并履行在本合同中的职责。
- 2.2 即使本合同有任何规定,上市公司仍可酌情指定或任命其认为需要的其他董事,出任 执行董事一职,与受聘方共事。另外,即使本合同有任何规定,上市公司亦可酌情指 定或任命受聘方担任公司的董事会委员会成员或任何其他职位及任何附属公司或联属 公司的董事、高级管理层或任何其他职位,该委任应受本协议的条款监管。
- 2.3 受聘方的委任期自 2025 年 4 月 30 日起初步为期三年,经双方同意可续期,续期的期限及次数不限,惟可因下文规定而终止。受聘方须根据上市规则及上市公司现行及经不时修订的组织章程细则中相关规定至少每三年于上市公司的股东周年大会上轮席退任及重选连任。
- 2.4 受聘方不应在本合同期间作出任何违反有关管辖权区的法律法规或上市规则而导致其 担任董事资格被取消或质疑的行为。
- 2.5 受聘方向上市公司声明及保证其并不受任何法庭命令、协议、安排、承诺限制或禁止 其订立本合同或执行后述之职责。

## 3. 薪酬及开支

- 3.1 有关董事薪酬将会参考薪酬委员会建议之比率不时予以调整。本公司薪酬委员会将考虑以下内容以厘定该等比率(i)上市集团的营运业绩以及(ii)董事表现。董事会或其薪酬委员会在审核薪酬方案时须获得其大多数成员批准通过相关决议,但前提是受聘方必须在该董事会或(如适用)薪酬委员会的会议上回避表决有关其自身薪酬的有关决议案。如根据适用的法律法规(包括上市规则)薪酬的任何部分需经股东大会批准,则该部分薪酬只可在取得股东大会批准后,方为有效。
- 3.2 在每一完成的服务年度,受聘方将有权获取额外的管理花红,金额由董事会厘定,但前提是在董事会或(如适用)薪酬委员会决定须根据本条支付受聘方酌情花红的金额的会议上,受聘方必须回避表决。在评估须就任何财政年度支付受聘方或上市公司其他执行董事的酌情花红的总金额时,董事会或其薪酬委员会须考虑上市集团在各个别财政年度中的整体业绩,以及受聘方在各个别财政年度中的个人表现及已完成的服务期间。
- 3.3 受聘方可向上市公司报销其在受雇期间或为推广上市集团业务所产生及垫付的一切合理费用,惟受聘方须向上市公司提供全部适当收据及凭证。
- 3.4 上市公司可提供额外福利予受聘方,该等福利由董事会或其薪酬委员会酌情决定。
- 3.5 受聘方将有权按照上市公司不时采纳及生效的股权激励计划及其他奖励计划的计划规则之条款参与该等计划。
- 3.6 受聘方受雇期间,上市公司亦将就受聘方为履行其作为上市公司董事所负的职责为受聘方办理并购买董事责任保险。

3.7 受聘方确认其了解其应自行寻求专业意见,以确定是否须就出任上市公司董事应收任 何薪酬而缴纳任何税项。

#### 4. 职务及职责

- 4.1 据上市规则规定,受聘方须负责管理与经营上市公司的业务,并须履行诚信责任及以 应有技能、谨慎和勤勉行事的责任,而履行上述责任时,至少须符合法例所确立的标 准。具体而言,受聘方在履行其董事职务时,必须:
  - (a) 诚实及善意地以上市公司的整体利益为前提行事;
  - (b) 为适当目的行事;
  - (c) 就上市公司资产的运用或误用而向上市公司负责;
  - (d) 避免实际或潜在的利益和职务冲突;
  - (e) 全面及公正地披露其与上市公司订立的合约中的权益;
  - (f) 以应有的技能、谨慎和勤勉行事,程度相当于别人合理地预期一名具备与受聘 方相同知识及经验、并担任上市公司董事职务的人士所应有的水平;
  - (g) 遵从及依照董事会不时给予或作出的合法指示或指令,并按照董事会决议案项下所授予的权力行事;及
  - (h) 完全及勤勉地对上市公司业务及利益投入时间及精力。
- 4.2 上市公司董事须根据不时修订、补充或修正的上市公司组织章程大纲及细则,以及适用的法律、法规及规则(包括开曼群岛公司法、上市规则、证券及期货条例(香港法律第 571 章)及公司收购、合并及股份回购守则等)行事。身为上市公司董事,上市公司组织章程细则禁止受聘方在董事会会议上,就涉及受聘方重大利益的任何决议案表决或计入法定人数。
- 4.3 受聘方一经接纳委任,即视作受聘方向上市公司及联交所声明,受聘方承诺出任上市公司董事时履行上述职责及受上文第 4.1 及 4.2 条限制约束。此外,受聘方须保证受聘方尽悉上市规则以及香港及开曼群岛的其他相关规例及规定下作为董事的全部其他责任。
- 4.4 受聘方在执行本合同所规定的职责时,须向上市集团提供董事会可能不时合理要求的服务,并(除非另有协议,不另收取酬金)在上市集团内担任董事会可能不时合理要求的其他职位,在不限制本条普遍适用的前提下,担任上市公司各家附属公司的董事或高级管理人员。
- 4.5 经上市公司董事会不时要求或依据上市规则须受聘方垂注的规定,受聘方应参与薪酬 委员会、审核委员会、提名委员会及/或其他委员会,出任委员及/或主席。受聘方亦 应定期出席董事会会议、股东大会以及受聘方作为委员会成员之一的任何董事委员会 会议。
- 4.6 在不影响上述第 4.1 及 4.5 条的条文的一般性的原则下,在受雇期间,受聘方:

- (a) 应负责上市集团的日常和整体管理、策略性计划及发展,及将会忠诚和尽力地 担任上市公司之执行董事;及以该身份督导和管理上市集团及履行和合理地及 合法地行使董事会订出或赋给之职责和权力;
- (b) 须与董事会不时任命的其他董事或行政人员一起履行职责并行使权利;董事会可在提出解释并书面通知后,随时要求受聘方停止履行或行使本合同中的职责或权利;
- (c) 除非因疾病或意外而丧失行为能力,或者遇不可抗力事宜阻碍外,应尽力地专注处理上市集团之业务和利益,在丧失行为能力或遇不可抗力事宜阻碍的情况下,受聘方应立即将有关情况通知上市公司秘书或其他董事,并提供董事会可能需要的相关第三方证明文件(包括医疗诊断书、行政管理机关文件、公证文件等)以合理证明疾病、意外或不可抗力事宜已发生或尚未完结;
- (d) 不得要求、接受或容许其家庭成员因其与上市公司之雇佣关系向第三者要求或 接受任何提供或给予受聘方或其任何家庭成员之礼物、福利或利益;及
- (e) 应尽力促使上市公司严格地遵守上市规则、证券及期货条例(香港法律第 571 章)、公司收购、合并及股份购回守则、上市公司组织章程大纲及细则、开曼群岛公司法及其他适用条例或规例。
- 4.7 除非得到董事会的事先书面同意,受聘方不能在本合同期间,于任何公司担任董事一职(上市公司、上市集团其他成员或任何上市集团成员所投资的联营公司除外)。

## 5. 终止

- 5.1 本合同将于下列事件发生时自动终止,在该情况下,受聘方将不可对上市公司索取损害赔偿:
  - (a) 于受聘方被受雇后所举行且将轮席退任的任何上市公司股东周年大会上不获重 选为上市公司董事:或
  - (b) 受聘方根据上市公司的组织章程细则相关规定被要求离任董事职务;或
  - (c) 上市公司股东于股东大会上通过决议案, 罢免受聘方的董事职务; 或
  - (d) 受聘方辞任上市公司的董事职务。
- 5.2 不管本合同任何条文所述如何,上市公司或受聘方可向另一方发出至少两个月或经由 双方同意的通知期限的书面通知,终止受聘方的委任,惟倘以下事项适用于受聘方时, 上市公司无须发出通知,亦可终止受聘方的委任:
  - (a) 按上市公司董事会合理认为,受聘方触犯或做出将无论如何损害上市公司利益 之任何严重失责行为;或
  - (b) 严重或持续违反本合同任何条款;或
  - (c) 进行任何破产行动或与受聘方的债权人订立债务重整协议或债务偿还安排或持续未能偿还受聘方的个人债项;或
  - (d) 因神智失常无法管理本身事务;或

- (e) 酗酒成习;或
- (f) 任何涉及受聘方诚信的控罪罪成;或
- (g) 根据任何适用法律、公司收购、合并及股份购回守则、上市规则或联交所颁布 的任何规则,不合资格出任上市公司董事;或
- (h) 在作出或考虑作出有关上市公司已发行股本的任何要约中,直接或间接向相关 人士给予意见或参与其中或与任何相关人士一致行动;或
- (i) 已为或成为法律禁止出任董事的人士;或
- (j) 被判触犯了任何不时有效,且与内幕交易有关的法定条文或规则,或根据任何 不时有效,且与内幕交易有关的法定条文或规则,被裁定为内幕交易者;
- (k) 无论受聘方是否履行职责或因其他原因,行事方式很可能导致受聘方或上市公司声誉受损或上市公司利益受损;或
- (I) 在受雇期间,受聘方拒絶履行上市公司董事会给予受聘方任何合理合法指示或 指令或未能勤勉地履行本合同规定的职责;或
- (m) 在接获上市公司书面警告后,受聘方履行职责时行为继续不理想或表现仍然差劣;或
- (n) 以不正当的手段,向任何未获授权的人士透露任何上市公司的机密资料(包括但不限于业务、顾客、供货商、经销商、雇员、财务、投资、计划、策略、工业知识、研究、调查、知识产权等),或上市集团任何其他商业秘密;或
- (o) 上市公司股东于股东大会上罢免受聘方的董事职务。

## 6. 股份买卖

受聘方须遵守所有有关法律法规,联交所、香港证券及期货事务监察委员会、其他监察机关,或受聘方或其联系人等买卖股份所在市场的所有规则(包括但不限于遵守上市规则附录十所列的上市发行人董事进行证券交易的标准守则),并须就上市集团内各公司的股份或其他证券的买卖,以及影响上市集团内任何公司的股份或其他证券的未公布内幕消息,遵守上市公司所有当时有效的规例及公司章程大纲及细则。受聘方在海外买卖股份时,应须遵照买卖所在地方的法律,以及其股票交易所、市场或买卖系统的全部规则。

#### 7. 不竞争

- 7.1 受聘方保证在被上市公司委任为董事期间及合同终止后的一年内:
  - (a) 将不以任何方式(无论是直接或间接)向任何与上市公司或其附属公司或联营公司存在商业竞争的任何公司或个人谋取或接受任何身份或职位的工作或与之进行任何商业交易,亦不得在该等公司拥有超过 10%的经济利益,也不得以任何方式(无论是直接或间接)参与任何与上市公司或其附属公司或联营公司构成商业竞争的活动: 和

- (b) 将不以任何方式,直接或间接招揽或委任或以任何方式委任在受聘方之委任终 止前十二个月内受雇于公司或其附属公司或联营公司的董事、高级职员、员工 或雇员,或怂恿他们离开。
- 7.2 受聘方不应在任期终止后的任何时候或为了任何目的,将与上市公司或其附属公司或 联营公司的中、英文名称相同或类似的任何名称与其本身或任何其他名称一起使用, 以致被视为与上市公司或曾与上市公司的业务有关,或以任何方式自称曾有该等关系, 惟经股东大会书面同意决定的除外。
- 7.3 虽然本合同双方视本条款的限制在各种情况下为合理,此等限制的性质可能因为技术性原因而不能成立;本合同双方同意及声明,倘若此等限制因并不合理地保护上市集团的利益而被判定为无效,但如除去部分用字或缩短时限或处理的范围被缩窄后会变为有效时,该经修改后的限制将予以采用。
- 7.4 本合同双方承认金钱赔偿并不足以弥补上市公司、上市集团成员、其业务及财产可能 招致的损害。受聘方同意,倘若其违反或可能违反本合同的任何条款,上市公司则可 享有以下的补偿(而该补偿是累计而并非独立的):
  - (a) 申请禁制令;
  - (b) 在法律上或在衡平法上取得所有金额赔偿;及
  - (c) 在法律上或在衡平法上取得其他上市公司可享有的补偿。

## 8. 保密义务

- 8.1 受聘方同意就上市公司的机密资料及商业秘密保密,包括但不限于任何以口头、视像、书面及/或其他实体形式提供的机密资料与统计数据、业务计划、经营业务、技术、技术诀窍、系统及/或服务及产品的销售、购买及使用建议,除根据相关法律要求且经上市公司事先同意,不会将有关资料向任何第三方披露。
- 8.2 受聘方在受雇期满或提前终止本合同条款时,须立即、全部、有效地将与上市公司业务有关的全部资料(包括但不限于上市公司文件、个人笔记、记录、报告、手册、图纸、表格、任何载有上市公司秘密资料的磁盘、磁带、名单)归还上市公司。为避免疑问,现声明上述文件、模型、样本及所有以电子、电磁、光学等形式或类似形式储存在计算机或类似设备中的信息之知识产权在任何时候均属上市公司所有。受聘方无权亦不得保留任何相关副本。

#### 9. 更改

9.1 上市公司就此明确保留通过其治理架构的合法有效之决定或决议,不时修正、修改、增加或取消(不论部分或全部)本合同之任何条款或条件,以及不时传阅或传递予受聘方的任何其他有关政策及指令之权利。

# 10. 个人资料

- 10.1 倘若受聘方的地址、电话及手提电话号码、家中传真号码、电邮地址有任何转变,受聘方应在合理切实可行范围内尽快以书面通知上市公司。
- 10.2 受聘方向上市公司陈述其保证在本合同订立日之前已披露其于与任何上市集团成员业 务有商业关系或竞争的任何公司、商号、业务、企业及团体之个人利益,不论作为股

东、投资者、董事、顾问、建议者或其他角色,以及不时全面和尽快地通知上市公司 任何已披露资料之任何转变(包括本合同订立之后产生的利益)。

10.3 受聘方向上市公司陈述及保证其已向上市公司全面披露所有(a)任何上市集团成员及(b)受聘方或其家庭成员之间存在或潜在的利益冲突,以及承诺不时全面及尽快通知上市公司任何上述情况之转变或在受雇期间可能产生的任何利益冲突。

# 11. 其他

- 11.1 任何一方单独或局部行使、未有行使、不行使或延误行使本合同或其他方面所赋的任何权利、权力或补偿,都不得作弃权论。
- 11.2 凡本合同明文赋予一方之权利、权力、补偿,都累加于(而不妨碍)另按本合同或法律可供该方享有的所有权利、权力、补偿,且有关的补偿不限于法律提供的任何补偿。
- 11.3 若任命由一方终止,但受聘方获得要约,再受上市公司聘用,或由上市集团属下另一公司聘用,而聘用条款又在各重大方面不比本合同的任命条款逊色,受聘方不得就终止任命一事,向上市公司索偿。
- 11.4 本合同构成双方协议的全部及取代任何上市集团成员与受聘方之间任何存在的协议或 安排(不论口述与否),自本合同订立日起,一切其他协议或安排将被双方视为同意 终止。受聘方确定其并无对上市公司或其他上市集团成员存在任何未解决的申索。
- 11.5 本合同包含上市公司聘用受聘方,并与此事有关的全部条款、条文,并代替、取代上市集团内任何公司原先就聘用而与受聘方订立的任何服务协议、安排或承诺(不论是书面还是口头)。受聘方承认,没有依赖任何声明和保证,才订立本合同。
- 11.6 受聘方特此承认,对上市集团属下任何公司并无任何种类的申索。在不妨碍前述规定 普遍适用的前提下,受聘方进一步承认,凡只为签订本合同而终止的任何以往服务协 议、安排或承诺,受聘方都无权因此而向上市集团属下任何公司索偿。
- 11.7 本合同的届满或终止(不论任何原因)不应影响本合同内明示将会继续适用及有效的 条文。
- 11.8 倘若本合同双方同意受聘方的薪酬有所增减时,该等改变并不构成新的协议,(除以任何相反的明示协议规定外)本合同的一切条款除上述薪酬改变外一概继续保留。
- 11.9 本合同可由双方签立若干副本,而每份经所有合约方签立及送递之协议均为正本,并 合共构成一份有效的法律文件。
- 11.10 按本合同提出或作出每一项通告、索求或其他讯息须以书面形式, (i) (就受聘方而言) 当面交付或以邮寄、传真或电邮方式传送至受聘方的惯常或最后知悉的地址、传真号码或电邮地址或(ii) (就向上市公司发出的通知而言)邮寄至上市公司的主要营业地点。任何通告、索求或其他讯息将在下列时间被视作已交付: (a) 如当面交付,当送达有关地址; (b) 如邮递,在投递48 小时后; (c) 如传真或电邮,当发送后。
- 11.11 若在任何时候,本合同任何条款在任何方面属于或变成无效、非法、不可强制执行或不可履行,该条款就视为从本合同删除。本合同其余条款是否有效、合法、可否强制执行、履行,均不会因此而受影响或削弱。

11.12 非经双方书面同意,任何一方均不得修订、补充、删除、或修改本合同或其中任何条款。

# 12. 管辖法律

本合同在所有方面均受香港法律管辖,按香港法律诠释,并受制于香港法院的非专属管辖权。

本合同按首端所述日期签订以兹证明。

# 上市公司

Green Tea Group Limited 绿茶集团有限公司

授权代表签署

授权代表姓名:王勤松

职务:董事

日期: **2025年4月30日** 

# <u>受聘方</u>

姓名:王佳伟

日期: **2025年4月30日** 

# Green Tea Group Limited 绿茶集团有限公司

Date: April 30, 2025

# **PRESENT**

Ms. Lu Changmei Room 101, Unit 1, No. 7 Building Chunxiao Garden, Guihua Cheng Wen'er Road West Wenxin Street, Xihu District Hangzhou, Zhejiang PRC

Dear Ms. Lu,

# Appointment as a Non-executive Director of Green Tea Group Limited (the "Company")

We refer to your appointment as a non-executive director of the Company and we write to set out the terms of your appointment.

Your appointment is for a fixed term of three years commencing from April 30, 2025. No annual director's fee are payable to the non-executive director under this letter. In addition, the Company will arrange appropriate director's liability insurance for your benefit during your appointment. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to PRC or Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.

As required by the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, you, together with the other members of the Board, are collectively responsible for the management and operations of the Company and you are expected to fulfill fiduciary duties and duties of skill, care and diligence to a standard at least commensurate with the standard established by the laws of Hong Kong Special Administrative Region ("HKSAR") of the People's Republic of China. In particular, you must, in the performance of your duties as a director, act honestly and in good faith in the interests of the Company as a whole; act for proper purpose; be answerable to the Company for the application or misapplication of its assets; avoid actual or potential conflicts of interest and duty; disclose fully and fairly your interests in contracts with the Company; apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office within the Company; comply and act in accordance with the lawful directions or instructions made or given by the Board from time to time and to act in accordance with the authority granted under the resolutions passed by the Board; and commit the time and effort to fully and diligently act in the interests of the Company and the Company's business. The directors of the Company shall act in accordance with the memorandum and articles of association of the Company and the laws of the Cayman Islands. As a director, you are prohibited under the articles of association from voting at or being counted towards quorum of directors' meeting in respect of any resolution in which you are materially interested. By signing this letter, you will be deemed to have represented to the Company and The Stock Exchange of Hong Kong Limited that you undertake

to perform the above duties and be subject to the above restrictions in acting as a director of the Company.

You are subject to retirement by rotation and re-election at an annual general meeting at least once every three years and also in compliance with the relevant provisions in the articles of association of the Company in force from time to time. The appointment hereunder shall terminate automatically upon the following events and in such case you will have no claim for damages against the Company:

- (a) by reason of your not being re-elected as a director of the Company at any annual general meeting of the Company at which you are to retire by rotation;
- (b) your office as a director is vacated in accordance with the articles of association of the Company;
- (c) by virtue of a resolution passed by the members of the Company in general meeting to remove you as a director of the Company; or
- (d) by virtue of your resignation as a director of the Company.

Lastly, you agree to maintain the confidentiality of the confidential information and trade secrets of the Company, including but not limited to, any confidential information and statistics, business plans, operations, technologies, know-how, systems and/or the proposed sale, purchase and use of services and products furnished in oral, visual, written and/or other tangible form and not to disclose such information to any third party without prior consent of the Company.

This letter is governed by the laws of HKSAR subject to the non-exclusive jurisdiction of the courts of HKSAR.

Please confirm your acceptance of the terms of this letter of appointment by signing, dating and returning to us the attached duplicate of this letter.

For and on behalf of

Green Tea Group Limited 绿茶集团有限公司

Wang Qinsong Chairman

Lu Changmei (路长梅)

Date: April 30, 2025

### **PRESENT**

Mr. Liu Sheng Room 102, No.1 No. 1299 Lane, Dingxiang Road Shanghai China

Dear Mr. Liu Sheng,

## Appointment as a Non-executive Director of Green Tea Group Limited (the "Company")

We refer to your appointment as a non-executive director of the Company and we write to set out the terms of your appointment.

Your appointment is for a fixed term of three years commencing from April 30, 2025. No annual director's fee are payable to the non-executive director under this letter. In addition, the Company will arrange appropriate director's liability insurance for your benefit during your appointment for coverage no less than what the Company purchases for other directors of the Company. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to PRC or Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.

As required by the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, you, together with the other members of the Board, are collectively responsible for the management and operations of the Company and you are expected to fulfill fiduciary duties and duties of skill, care and diligence to a standard at least commensurate with the standard established by the laws of Hong Kong Special Administrative Region ("HKSAR") of the People's Republic of China. In particular, you must, in the performance of your duties as a director, act honestly and in good faith in the interests of the Company as a whole; act for proper purpose; be answerable to the Company for the application or misapplication of its assets; avoid actual or potential conflicts of interest and duty; disclose fully and fairly your interests in contracts with the Company; apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office within the Company; comply and act in accordance with the lawful directions or instructions made or given by the Board from time to time and to act in accordance with the authority granted under the resolutions passed by the Board; and commit the time and effort to fully and diligently act in the interests of the Company and the Company's business. The directors of the Company shall act in accordance with the memorandum and articles of association of the Company and the laws of the Cayman Islands. As a director, you are prohibited under the articles of association from voting at or being counted towards quorum of directors' meeting in respect of any resolution in which you are materially interested. By signing this letter, you will be deemed to have represented to the Company and The Stock Exchange of Hong Kong Limited that you undertake to perform the above duties and be subject to the above restrictions in acting as a director of the

#### Company.

You are subject to retirement by rotation and re-election at an annual general meeting at least once every three years and also in compliance with the relevant provisions in the articles of association of the Company in force from time to time. The appointment hereunder shall terminate automatically upon the following events and in such case you will have no claim for damages against the Company:

- (a) by reason of your not being re-elected as a director of the Company at any annual general meeting of the Company at which you are to retire by rotation;
- (b) your office as a director is vacated in accordance with the articles of association of the Company;
- (c) by virtue of a resolution passed by the members of the Company in general meeting to remove you as a director of the Company; or
- (d) by virtue of your resignation as a director of the Company.

Lastly, you agree to maintain the confidentiality of the confidential information and trade secrets of the Company, including but not limited to, any confidential information and statistics, business plans, operations, technologies, know-how, systems and/or the proposed sale, purchase and use of services and products furnished in oral, visual, written and/or other tangible form and not to disclose such information to any third party without prior consent of the Company.

This letter is governed by the laws of HKSAR subject to the non-exclusive jurisdiction of the courts of HKSAR.

Please confirm your acceptance of the terms of this letter of appointment by signing, dating and returning to us the attached duplicate of this letter.

Green Tea Group Limited 绿茶集团有限公司

LIU Sheng (刘盛)

Date: April 30, 2025

#### **PRESENT**

Ms. Xu Ruijie Room 101, No. 3 Lane 180, Yuyao Road Jing'an District Shanghai China

Dear Ms. Xu Ruijie,

### Appointment as a Non-executive Director of Green Tea Group Limited (the "Company")

We refer to your appointment as a non-executive director of the Company and we write to set out the terms of your appointment.

Your appointment is for a fixed term of three years commencing from April 30, 2025. No annual director's fee are payable to the non-executive director under this letter. In addition, the Company will arrange appropriate director's liability insurance for your benefit during your appointment for coverage no less than what the Company purchases for other directors of the Company. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to PRC or Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.

As required by the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, you, together with the other members of the Board, are collectively responsible for the management and operations of the Company and you are expected to fulfill fiduciary duties and duties of skill, care and diligence to a standard at least commensurate with the standard established by the laws of Hong Kong Special Administrative Region ("HKSAR") of the People's Republic of China. In particular, you must, in the performance of your duties as a director, act honestly and in good faith in the interests of the Company as a whole; act for proper purpose; be answerable to the Company for the application or misapplication of its assets; avoid actual or potential conflicts of interest and duty; disclose fully and fairly your interests in contracts with the Company; apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office within the Company; comply and act in accordance with the lawful directions or instructions made or given by the Board from time to time and to act in accordance with the authority granted under the resolutions passed by the Board; and commit the time and effort to fully and diligently act in the interests of the Company and the Company's business. The directors of the Company shall act in accordance with the memorandum and articles of association of the Company and the laws of the Cayman Islands. As a director, you are prohibited under the articles of association from voting at or being counted towards quorum of directors' meeting in respect of any resolution in which you are materially interested. By signing this letter, you will be deemed to have represented to the Company and The Stock Exchange of Hong Kong Limited that you undertake to perform the above duties and be subject to the above restrictions in acting as a director of the Company.

You are subject to retirement by rotation and re-election at an annual general meeting at least once every three years and also in compliance with the relevant provisions in the articles of association of the Company in force from time to time. The appointment hereunder shall terminate automatically upon the following events and in such case you will have no claim for damages against the Company:

- (a) by reason of your not being re-elected as a director of the Company at any annual general meeting of the Company at which you are to retire by rotation;
- (b) your office as a director is vacated in accordance with the articles of association of the Company;
- (c) by virtue of a resolution passed by the members of the Company in general meeting to remove you as a director of the Company; or
- (d) by virtue of your resignation as a director of the Company.

Lastly, you agree to maintain the confidentiality of the confidential information and trade secrets of the Company, including but not limited to, any confidential information and statistics, business plans, operations, technologies, know-how, systems and/or the proposed sale, purchase and use of services and products furnished in oral, visual, written and/or other tangible form and not to disclose such information to any third party without prior consent of the Company.

This letter is governed by the laws of HKSAR subject to the non-exclusive jurisdiction of the courts of HKSAR.

Please confirm your acceptance of the terms of this letter of appointment by signing, dating and returning to us the attached duplicate of this letter.

Green Tea Group Limited 绿茶集团有限公司

XU Ruijie (徐睿婕)

Date: April 30, 2025

### **PRESENT**

Mr. Shao Xiaodong (邵晓东) Room 1202, Unit 2, Building No. 32 Xinzhouhuayuan Binjiang District Hangzhou Zhejiang PRC

Dear Mr. Shao,

## Appointment as an Independent Non-executive Director of Green Tea Group Limited (the "Company")

We refer to your appointment as an independent non-executive director, the chairman of remuneration committee of the Company, a member of the audit committee and the nomination committee of the Company and we write to set out the terms of your appointment.

Your appointment is for a fixed term of three years commencing from April 30, 2025, which will be automatically renewed for another twelve months, unless (i) the board of directors of the Company passing a resolution which aborts the proposed listing of the Company on The Stock Exchange of Hong Kong Limited or (ii) the ordinary shares of the Company have not been approved to be listed on The Stock Exchange of Hong Kong Limited by December 31, 2025, whichever is the earliest, and in each case your appointment shall automatically be terminated and you agree that you shall have no claim whatsoever and howsoever arising against the Company in connection with your appointment hereunder thereafter. Your director's fee is RMB300,000 per annum (inclusive of your role as chairman of remuneration committee, a member of the audit committee and the nomination committee of the Company). Director's fees are payable on monthly basis and on a time pro-rata basis for any non-full month's service. The Company will reimburse (or procure the reimbursement of) all out-ofpocket expenses properly and reasonably incurred by the Director for attending the meeting of the board of directors of the Company and/or the relevant board committee of the Company subject to production of receipts or other appropriate evidence of payment. In addition, the Company will arrange appropriate director's liability insurance for your benefit during your appointment. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.

As required by the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**"), you, together with the other members of the board of directors of the Company, are collectively responsible for the management and operations of the Company and you are expected to fulfill fiduciary duties and duties of skill, care and

diligence to a standard at least commensurate with the standard established by the laws of Hong Kong Special Administrative Region ("HKSAR") of the People's Republic of China. In particular, you must, in the performance of your duties as a director, act honestly and in good faith in the interests of the Company as a whole; act for proper purpose; be answerable to the Company for the application or misapplication of its assets; avoid actual or potential conflicts of interest and duty; disclose fully and fairly your interests in contracts with the Company; and apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office within the Company. The directors of the Company shall act in accordance with the memorandum and articles of association of the Company and the laws of the Cayman Islands. As a director, you are prohibited under the articles of association from voting at or being counted towards quorum of directors' meeting in respect of any resolution in which you are materially interested. As an independent nonexecutive director, you shall provide to the Company an annual confirmation of your independence (for the purposes of the Listing Rules) and shall immediately inform the Company if there is any change of circumstances which may affect your independence. By signing this letter, you will be deemed to have represented to the Company and The Stock Exchange of Hong Kong Limited that you undertake to perform the above duties and be subject to the above restrictions in acting as a director of the Company.

You are subject to retirement by rotation and re-election at an annual general meeting at least once every three years. The appointment hereunder shall terminate automatically upon the following events and in such case you will have no claim for damages against the Company:

- (a) by reason of your not being re-elected as a director of the Company at any annual general meeting of the Company at which you are to retire by rotation;
- (b) your office as a director is vacated in accordance with the articles of association of the Company;
- (c) by virtue of a resolution passed by the members of the Company in general meeting to remove you as a director of the Company; or
- (d) by virtue of your resignation as a director of the Company.

You acknowledge and agree that money damages would not be a sufficient remedy for any breach of any provision of this letter, and that in addition to all other remedies which the Company may have, the Company will be entitled to specific performance and injunction or other equitable relief as a remedy for any such breach.

Lastly, you agree to maintain the confidentiality of the confidential information and trade secrets of the Company, including but not limited to, any confidential information and statistics, business plans, operations, technologies, know-how, systems and/or the proposed sale, purchase and use of services and products furnished in oral, visual, written and/or other tangible form and not to disclose such information to any third party without prior consent of the Company.

This letter is governed by the laws of HKSAR subject to the non-exclusive jurisdiction of the courts of HKSAR.

Please confirm your acceptance of the terms of this letter of appointment by signing, dating

and returning to us the attached duplicate of this letter.

Green Tea Group Limited 绿茶集团有限公司

Shao Xiaodong (邵晓东)

Date: April 30, 2025

#### **PRESENT**

Mr. Bruno Robert Mercier House 30 Tai Au Mun Village Clear Water Bay, Sai Kung Hong Kong

Dear Mr. Mercier,

## Appointment as an Independent Non-executive Director of Green Tea Group Limited (the "Company")

We refer to your appointment as an independent non-executive director and a member of the audit committee and the nomination committee of the Company and we write to set out the terms of your appointment.

Your appointment is for a fixed term of three years commencing from April 30, 2025, which will be automatically renewed for another twelve months, unless (i) the board of directors of the Company passing a resolution which aborts the proposed listing of the Company on The Stock Exchange of Hong Kong Limited or (ii) the ordinary shares of the Company have not been approved to be listed on The Stock Exchange of Hong Kong Limited by December 31, 2025, whichever is the earliest, and in each case your appointment shall automatically be terminated and you agree that you shall have no claim whatsoever and howsoever arising against the Company in connection with your appointment hereunder thereafter. Your director's fee is RMB300,000 per annum (inclusive of your role as a member of the audit committee and the nomination committee of the Company). Director's fees are payable on monthly basis and on a time pro-rata basis for any non-full month's service. The Company will reimburse (or procure the reimbursement of) all out-of-pocket expenses properly and reasonably incurred by the Director for attending the meeting of the board of directors of the Company and/or the relevant board committee of the Company subject to production of receipts or other appropriate evidence of payment. In addition, the Company will arrange appropriate director's liability insurance for your benefit during your appointment. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.

As required by the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "Listing Rules"), you, together with the other members of the board of directors of the Company, are collectively responsible for the management and operations of the Company and you are expected to fulfill fiduciary duties and duties of skill, care and diligence to a standard at least commensurate with the standard established by the laws of Hong Kong Special Administrative Region ("HKSAR") of the People's Republic of China. In

particular, you must, in the performance of your duties as a director, act honestly and in good faith in the interests of the Company as a whole; act for proper purpose; be answerable to the Company for the application or misapplication of its assets; avoid actual or potential conflicts of interest and duty; disclose fully and fairly your interests in contracts with the Company; and apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office within the Company. The directors of the Company shall act in accordance with the memorandum and articles of association of the Company and the laws of the Cayman Islands. As a director, you are prohibited under the articles of association from voting at or being counted towards quorum of directors' meeting in respect of any resolution in which you are materially interested. As an independent nonexecutive director, you shall provide to the Company an annual confirmation of your independence (for the purposes of the Listing Rules) and shall immediately inform the Company if there is any change of circumstances which may affect your independence. By signing this letter, you will be deemed to have represented to the Company and The Stock Exchange of Hong Kong Limited that you undertake to perform the above duties and be subject to the above restrictions in acting as a director of the Company.

You are subject to retirement by rotation and re-election at an annual general meeting at least once every three years. The appointment hereunder shall terminate automatically upon the following events and in such case you will have no claim for damages against the Company:

- (a) by reason of your not being re-elected as a director of the Company at any annual general meeting of the Company at which you are to retire by rotation;
- (b) your office as a director is vacated in accordance with the articles of association of the Company;
- (c) by virtue of a resolution passed by the members of the Company in general meeting to remove you as a director of the Company; or
- (d) by virtue of your resignation as a director of the Company.

You acknowledge and agree that money damages would not be a sufficient remedy for any breach of any provision of this letter, and that in addition to all other remedies which the Company may have, the Company will be entitled to specific performance and injunction or other equitable relief as a remedy for any such breach.

Lastly, you agree to maintain the confidentiality of the confidential information and trade secrets of the Company, including but not limited to, any confidential information and statistics, business plans, operations, technologies, know-how, systems and/or the proposed sale, purchase and use of services and products furnished in oral, visual, written and/or other tangible form and not to disclose such information to any third party without prior consent of the Company.

This letter is governed by the laws of HKSAR subject to the non-exclusive jurisdiction of the courts of HKSAR.

Please confirm your acceptance of the terms of this letter of appointment by signing, dating and returning to us the attached duplicate of this letter.

Green Tea Group Limited 绿茶集团有限公司

Bruno Robert Mercier

Date: April 30, 2025

### **PRESENT**

Mr. Fan Yongkui (范永奎) Room 703, Unit 2, Building No. 5 Guanhejinting Binjiang District, Hangzhou Zhejiang PRC

Dear Mr. Fan,

## Appointment as an Independent Non-executive Director of Green Tea Group Limited (the "Company")

We refer to your appointment as an independent non-executive director, the chairman of audit committee of the Company, a member of the remuneration committee of the Company and we write to set out the terms of your appointment.

Your appointment is for a fixed term of three years commencing from April 30, 2025, which will be automatically renewed for another twelve months, unless (i) the board of directors of the Company passing a resolution which aborts the proposed listing of the Company on The Stock Exchange of Hong Kong Limited or (ii) the ordinary shares of the Company have not been approved to be listed on The Stock Exchange of Hong Kong Limited by December 31, 2025, whichever is the earliest, and in each case your appointment shall automatically be terminated and you agree that you shall have no claim whatsoever and howsoever arising against the Company in connection with your appointment hereunder thereafter. Your director's fee is RMB300,000 per annum (inclusive of your role as chairman of audit committee and a member of the remuneration committee). Director's fees are payable on monthly basis and on a time pro-rata basis for any non-full month's service. The Company will reimburse (or procure the reimbursement of) all out-of-pocket expenses properly and reasonably incurred by the Director for attending the meeting of the board of directors of the Company and/or the relevant board committee of the Company subject to production of receipts or other appropriate evidence of payment. In addition, the Company will arrange appropriate director's liability insurance for your benefit during your appointment. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.

As required by the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "Listing Rules"), you, together with the other members of the board of directors of the Company, are collectively responsible for the management and operations of the Company and you are expected to fulfill fiduciary duties and duties of skill, care and diligence to a standard at least commensurate with the standard established by the laws of Hong

Kong Special Administrative Region ("HKSAR") of the People's Republic of China. In particular, you must, in the performance of your duties as a director, act honestly and in good faith in the interests of the Company as a whole; act for proper purpose; be answerable to the Company for the application or misapplication of its assets; avoid actual or potential conflicts of interest and duty; disclose fully and fairly your interests in contracts with the Company; and apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office within the Company. The directors of the Company shall act in accordance with the memorandum and articles of association of the Company and the laws of the Cayman Islands. As a director, you are prohibited under the articles of association from voting at or being counted towards quorum of directors' meeting in respect of any resolution in which you are materially interested. As an independent nonexecutive director, you shall provide to the Company an annual confirmation of your independence (for the purposes of the Listing Rules) and shall immediately inform the Company if there is any change of circumstances which may affect your independence. By signing this letter, you will be deemed to have represented to the Company and The Stock Exchange of Hong Kong Limited that you undertake to perform the above duties and be subject to the above restrictions in acting as a director of the Company.

You are subject to retirement by rotation and re-election at an annual general meeting at least once every three years. The appointment hereunder shall terminate automatically upon the following events and in such case you will have no claim for damages against the Company:

- (a) by reason of your not being re-elected as a director of the Company at any annual general meeting of the Company at which you are to retire by rotation;
- (b) your office as a director is vacated in accordance with the articles of association of the Company;
- (c) by virtue of a resolution passed by the members of the Company in general meeting to remove you as a director of the Company; or
- (d) by virtue of your resignation as a director of the Company.

You acknowledge and agree that money damages would not be a sufficient remedy for any breach of any provision of this letter, and that in addition to all other remedies which the Company may have, the Company will be entitled to specific performance and injunction or other equitable relief as a remedy for any such breach.

Lastly, you agree to maintain the confidentiality of the confidential information and trade secrets of the Company, including but not limited to, any confidential information and statistics, business plans, operations, technologies, know-how, systems and/or the proposed sale, purchase and use of services and products furnished in oral, visual, written and/or other tangible form and not to disclose such information to any third party without prior consent of the Company.

This letter is governed by the laws of HKSAR subject to the non-exclusive jurisdiction of the courts of HKSAR.

Please confirm your acceptance of the terms of this letter of appointment by signing, dating and returning to us the attached duplicate of this letter.

Green Tea Group Limited 绿茶集团有限公司

Fan Yongkui (范永奎)