

Private & Confidential

GREATVIEW ASEPTIC PACKAGING COMPANY LIMITED

18 October 2024

BY COURIER

Mr. CHOI Sum Shing Samson

Flat C, 2/F,
21-23 Wong Nai Chung Road, Happy Valley,
Hong Kong

Dear Mr. CHOI,

Letter of Appointment concerning the appointment as a non-executive director (“Director”) of Greatview Aseptic Packaging Company Limited (the “Company”, together with its subsidiaries, the “Group”) (the “ Letter of Appointment”)

We, Greatview Aseptic Packaging Company Limited, a company incorporated with limited liability in the Cayman Islands whose registered office is situated at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands, hereby confirm the appointment of Mr. CHOI Sum Shing Samson (Hong Kong ID no. K846002) (the “**Appointee**”) as a non-executive director of the Company pursuant to the terms and conditions specified herein and subject to the Memorandum and Articles of Association of the Company (as amended from time to time)(the “**Memorandum and Articles**”), the Rules (the “**Listing Rules**”) Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (the “**HK Companies Ordinance**”), and the Companies Law (as revised) of the Cayman Islands (the “**Cayman Islands Companies Law**”), each as amended, supplemented or otherwise modified from time to time (the “**Appointment**”).

1 Appointment and term

1.1 Subject to Clauses 1.2, 1.3 and 3 below, the Appointment shall commence on 18 October 2024 and shall continue until 17 October 2026.

1.2 The Appointment is subject at all times to the Memorandum and Articles, retirement by rotation, approval from shareholders of the Company for re-election and the removal by shareholders of

the Company as a director of the Company in accordance with the requirements of the Listing Rules and the Memorandum and Articles.

2 Scope of Appointment

2.1 As a non-executive Director, the Appointee shall faithfully, diligently and lawfully perform the duties normally attendant on that office, including but not limited to:

- (a) understanding, performing and complying with the duties and responsibilities as a Director and devoting such of his time, attention and skill as may reasonably be required to perform the duties and responsibilities of his office (including but not limited to the duties and responsibilities as a Director of the Company under the Listing Rules, the HK Companies Ordinance and the Cayman Islands Companies Law), as well as exercising such powers as delegated to the Appointee by the board of Directors of the Company (the "**Board**") from time to time and are appropriate to the Appointee's position as a non-executive director;
- (b) preparing for, chairing (if necessary) and participating in meetings of the Board and any Board committees of which the Appointee is a member (the dates and details of which shall be notified to the Appointee in advance in accordance with the Memorandum and Articles) to bear on issues of strategy, policy, performance, accountability, resources, key appointments and standards of conduct of the Group;
- (c) serving on the audit, remuneration, nomination and other governance committees of the Company, if invited;
- (d) taking the lead where potential conflicts of interest arise;
- (e) scrutinising the Group's performance in achieving agreed corporate goals and objectives, and monitoring performance reporting;
- (f) knowing and keeping abreast of the conduct, business activities and development of the Group, attending not just formal meetings, taking an interest in the affairs of the Company and obtaining a general understanding of its business by receiving information and regular updates from the management of the Company on the same from time to time, and following up on anything untoward that comes to his attention;
- (g) contributing to the development of the Company's strategy and policies through constructive and informed comments and providing advice to the Company and/or its shareholders as the Board may from time to time reasonably require;
- (h) exercising the powers in his role as a non-executive Director having regard to the relevant obligations under the HK Companies Ordinance, the Cayman Islands

Companies Law, the Listing Rules (including but not limited to the Corporate Governance Code contained therein), the Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance (including but not limited to Part XIVA and Part XV contained therein) and all the relevant laws, statutes and regulations (insofar as they are applicable to the Appointee as a Director of the Company); and

- (i) exercising his powers in his role as a non-executive Director according to the Company's policies and procedures from time to time in force.

2.2 The Appointee shall at all times keep the Board promptly and fully informed (in writing if so requested) if he becomes aware of any of his business or other activities which would or is likely to cause the Appointee to be in conflict with the interest of the Company or its subsidiaries.

2.3 The Appointee must also keep the Board at all times promptly and fully informed of any change in the information required to be disclosed pursuant to Rule 13.51(2), Rule 13.51B of the Listing Rules and Paragraph C.1.5 of Appendix C1 to the Listing Rules.

2.4 In addition, subject to agreement between the Company and the Appointee, the Appointee may be appointed as a member the Nomination Committee or other Board committees from time to time.

2.5 As a director of the Company, the Appointee shall be subject to certain fiduciary duties prescribed under various laws, rules and regulations including but not limited to the common law and the Listing Rules, which require the Appointee to at all times:

- (a) to maintain the confidentiality of all information the Appointee acquired by virtue of his appointment;
- (b) to act in good faith in the Company's interests;
- (c) to act for the proper purposes of the Company;
- (d) to carry out the Appointee's responsibilities with the care, skill and diligence which the Company is reasonably entitled to expect from someone of the Appointee's experience and expertise; and
- (e) to act only with the proper authority of the Company.

2.6 By accepting the Appointment, the Appointee is deemed to have represented to the Company and the Stock Exchange that:

- (a) the Appointee understands his obligations and duties as a non-executive director of a company the securities of which are listed on the Stock Exchange; and

- (b) the Appointee undertakes to inform the Board promptly if he ceases to qualify, or if he comes to know of any circumstances which may render him no longer qualified as a non-executive director of the Company under the Listing Rules, the Companies Ordinance, and all the relevant laws, statutes and regulations insofar as they relate to the Group.

3 Termination

3.1 The Appointment is subject to the Memorandum and Articles, the Listing Rules, the HK Companies Ordinance and the Cayman Islands Companies Law, and will terminate immediately without any entitlement to compensation if the Appointee:

- (a) is not appointed as a Director at any annual general meeting or at any general meeting of shareholders at which he is proposed for re-election;
- (b) is removed as a Director by resolution passed at a general meeting of shareholders; or
- (c) ceases to be a Director by reason of his vacating office pursuant to any provision of the Company's Memorandum and Articles.

3.2 The Appointment may be terminated by the Company by summary notice in writing if the Appointee:

- (a) has become guilty of any serious misconduct or committed any material or repeated breach of his obligations as a Director;
- (b) is guilty of conduct which, in the opinion of the Company acting reasonably, brings or is likely to bring the Company or any of its subsidiaries (having the meaning ascribed to it under the HK Companies Ordinance) into disrepute;
- (c) becomes bankrupt or have an interim order made against him under the Bankruptcy Ordinance (Chapter 6 of the Laws of Hong Kong), or if he compounds with his creditors generally;
- (d) is disqualified from being a director by reason of any court order made under Part IVA, Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or any other enactment; or
- (e) has been convicted of a criminal offence relating to integrity or honesty or an offence under any statutory enactment or regulation relating to market abuse or insider dealing,

and any delay by the Company in exercising such right of termination shall not constitute a waiver of that right.

3.3 Subject to Clauses 3.1 and 3.2 above, the Company and the Appointee shall be entitled to terminate the Appointment hereunder at any time by giving the other party at least three (3)

months' prior notice in writing. The Company and the Appointee may also agree in writing to terminate the Appointment hereunder on such date as agreed in writing.

- 3.4 On the termination of the Appointment hereunder, the Appointee shall (if he has not already ceased to be a Director), at the request of the Company, resign from his office as a Director and all offices held in any member of the Group.
- 3.5 Termination of the Appointment hereunder shall not affect the continued application of Clause 7 herein.
- 3.6 Upon the termination of the Appointee's appointment hereunder, the Appointee is required to provide the Company and the Stock Exchange the reason for the resignation, and to immediately provide the Stock Exchange his up-to-date information, including his address for correspondence, email and phone number.

4 Remuneration and Expenses

- 4.1 During the continuance of the Appointment, the Appointee will not receive any remuneration serving as a non-executive Director of the Company.
- 4.2 During the continuance of the Appointment, the Company shall reimburse the Appointee all reasonable expenses properly incurred by the Appointee in the performance of his duties hereunder provided that the Appointee shall provide the Company with the relevant receipts and vouchers.
- 4.3 In order to enable the Appointee to carry out the duties of his office, the Appointee will, after consultation with the chairman of the Board, be entitled to seek external independent professional advice at his own expenses or, if approved by the Board, at the Company's expense.

5 Competing interests and/or business

- 5.1 The Appointee is fully aware of the provisions of the Listing Rules in relation to competing interests and/or business. The Appointee hereby undertakes to comply with the relevant provisions of the Listing Rules and Memorandum and Articles and to disclose any and all potential and/or actual conflict of interests in accordance with the requirements of the Listing Rules and Memorandum and Articles.
- 5.2 During the term of the Appointee's appointment, he may not (except with the prior written consent of the Board, such consent not to be unreasonably withheld) be directly or indirectly employed, engaged, concerned or interested in, or hold any office in, any business or undertaking which:
 - (a) competes with the business of the Group; or
 - (b) is a significant customer or supplier of any such business.

- 5.3 However, nothing in paragraph 5.2 shall prohibit the Appointee from holding not more than five per cent of the issued voting shares or debentures of any company listed on any recognised stock exchange.

6 Dealings in shares

- 6.1 During the period of the Appointment, the Appointee shall comply with (a) the Model Code for Securities Transactions by Directors of Listed Issuers as annexed to Appendix C3 of the Listing Rules (the “**Model Code**”) and (b) any other code the Company for the time being in force in relation to dealings by the Directors in shares or other securities of the Company, any member of the Group or any associated corporation of the Company (the “**share dealing code**”). A copy of the current share dealing code adopted by the Company will be provided to the Appointee separately.
- 6.2 The Appointee must notify the Board of any interests which he or his close associates (as defined under the Listing Rules) has or acquires, or interested in, any business or undertaking which (a) competes with the business of the Company or any of its subsidiaries (as the term “subsidiary” is defined in Section 15 of the HK Companies Ordinance); or (b) is a significant customer or supplier of any such business.
- 6.3 The Appointee must not (and neither shall his spouse, minor children or any corporations in which he may have a material interest) deal in any securities of the Company, except in accordance with the Company’s share dealing code and the Model Code.

7 Confidential Information and company documents

- 7.1 During the course of performing his duties, while the Appointee will have access to confidential information belonging or relating to the Company and/or its subsidiaries by virtue of his position as a non-executive director of the Company (including but not limited to information that is disclosed to the Appointee by the management of the Company pursuant to paragraph D.1.2 of Part 2 of the Corporate Governance Code as set out in Appendix C1 to the Listing Rules, details of suppliers, customers, margins, know-how, marketing, trade secrets and other commercially sensitive business information the disclosure of which could damage the Company or any of its subsidiaries, any information which has been given to the Company or any of its subsidiaries in confidence by any customer, supplier or other persons, and any information which the Appointee have been told or which reasonably ought to know is confidential information), the Appointee must keep this information confidential both during the term of the Appointment (other than in the proper performance of the Appointee’s duties) and after its termination, and shall not divulge or communicate it to any person, company, business entity or other organisation, shall not use it for the Appointee’s own purposes or for any purposes other than those of the Company, and shall not cause any unauthorised disclosure of it through any failure to exercise due care and diligence, except that these restrictions shall cease to apply to information which shall become available to

the public generally otherwise than through the Appointee's own default. However, nothing herein shall restrict the Appointee's ability to make disclosure (a) to his professional advisers when obtaining advice in connection with the Appointment or carrying out his duties as a director of the Company; or (b) when the Appointee is otherwise required to make disclosure under applicable laws and regulations or the requirements of government, regulatory or other competent authorities (including The Stock Exchange of Hong Kong Limited).

- 7.2 All documents and materials (whether made or created by the Appointee) relating to the business of the Company and its subsidiaries which are in the Appointee's possession or under his control during the course of the Appointment shall remain the property of the Company or the relevant subsidiary. The Appointee must hand them over on demand and in any event, immediately without delay upon the termination of the Appointment. However, subject to a duty of confidentiality on the same terms as those set out in Clause 7.1 for such period as he retains the information referred in this sentence, the Appointee is permitted to retain copies of information provided to the Appointee in connection with him being a director so as to have a record of the information he had been given when he was carrying out his duties as a director of the Company.
- 7.3 In the event the Appointee is required under any contract or other obligation to any person or entity (other than governmental authority) to disclose any confidential information, the Appointee shall immediately inform the Company of the details of such obligation and recipient to the Company and the Appointee shall not require the Company to disclose any confidential information if the Appointee is under any contract or obligation to disclose any part of the same to any person or entity (other than governmental authority).

8 Reasonableness of restrictions

- 8.1 The Appointee recognises that during the Appointment he will have access to and come into contact with trade secrets and confidential information belonging to the Company and/or its subsidiaries. The Appointee therefore agrees that the restrictions contained or referred to in clauses 5 and 7 hereof are reasonable and necessary to protect the legitimate business interests of the Company and its subsidiaries both during and after the cessation of the Appointment.

9 Indemnity

- 9.1 To the full extent permitted by applicable law and the Listing Rules, the Appointee shall be entitled to the benefit of the indemnities and other provisions set out in the Memorandum and Articles of the Company in relation to the conduct of his duties as a Director and the Company shall indemnify and hold the Appointee harmless as such.
- 9.2 To the extent permitted by law, the Company agrees to take out and maintain directors' and officers' liability insurance ("**D&O Insurance**") to an amount and on such terms as are determined by the Board to be reasonable in the circumstances. It is intended that to the extent

permitted by applicable law and the Listing Rules, the Appointee will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board, subject to the terms and conditions of the insurance policy from time to time.

- 9.3 In the event that any (i) losses, claims, damages, liabilities, and expenses, including without limitation, any proceedings are brought against the Appointee, or (ii) any investigations, examinations and/or inquiries/enquiries (whether conducted by regulatory authorities or any other person including but not limited to the legal representatives of the shareholders of the Company) are brought against the Appointee or requiring the Appointee to respond, and in either case arising from the performance of his duties pursuant to his appointment under this Agreement (“**Claims**”), are excluded under the D&O Insurance or any amount of such Claims exceeds the maximum amount covered under the D&O Insurance, or are for whatever reason not recovered or not recoverable under the D&O Insurance, the Company agrees to indemnify and hold harmless the Appointee on demand from and against such Claims and/or such amount to the extent not covered by the D&O Insurance so far as permitted by applicable law and the Listing Rules. This indemnity shall be without prejudice to any other rights or remedies that the Appointee may have under this Letter of Appointment, under the Memorandum and Articles, or otherwise.
- 9.4 To the extent permitted by applicable law and the Listing Rules, the indemnity provisions contained in this Letter of Appointment shall survive the termination of the Appointee's directorship with the Company. To the extent permitted by applicable law and the Listing Rules, the Appointee shall be entitled to rely upon and enforce the indemnity provisions in Clause 9 above even after the Appointee ceases to be a director of the Company, for so long as any losses, claims, damages, liabilities, and expenses (including, without limitation, any legal proceedings, investigations, examinations, or inquiries/enquiries, whether conducted by regulatory authorities or any other person, including but not limited to the legal representatives of the shareholders of the Company) are brought against the Appointee in relation to his conduct of duties as a director during the period in which he held the position of director with the Company.
- 9.5 This indemnity shall be in addition to any rights that the Appointee may have at common law, under the Memorandum and Articles, or otherwise.
- 9.6 If the Company fails to indemnify and hold harmless the Appointee on demand from and against such Claims and/or such amount to the extent not covered by the D&O Insurance (so far as permitted by applicable law and the Listing Rules) within 30 days of receipt of such demand from the Appointee, the Company shall be liable to interest to the Appointee on such sums owing at a rate equal to the prime lending rate of The Hongkong and Shanghai Banking Corporation Limited plus 2 per cent per annum to the extent permitted by applicable law and the Listing Rules.
- 9.7 For clarity, such indemnity under this Clause 9 shall not extend to (i) any matter in respect of any fraud or dishonesty which the Appointee has been found guilty of at any competent courts,

arbitral tribunals, or by any regulatory authority having jurisdiction over the Appointee, or (ii) any liability attaching to the Appointee in connection with any negligence, default, breach of duty or breach of trust in relation to the Company, or any indemnity which would be void or otherwise not permitted under the laws of Hong Kong including but not limited to the Companies Ordinance (Chapter 622 of the laws of Hong Kong) and the laws of Cayman Islands.

10 Notices

- 10.1 Any notice required to be given hereunder shall, in the case of notice to the Company be deemed duly served if left at or sent by registered post to the principal place of business in Hong Kong for the time being of the Company and, in the case of notice to the Appointee, if handed to him personally or left at or sent by registered post to his last known address in Hong Kong. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by registered post to a Hong Kong address 48 hours after posting.

11 No rights of third parties

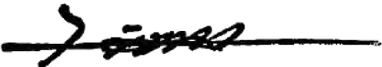
- 11.1 A person who is not a party to this Letter of Appointment shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any term of this Letter of Appointment.

12 Choice of law and jurisdiction

- 12.1 This Letter of Appointment shall be governed by and construed in all respects in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

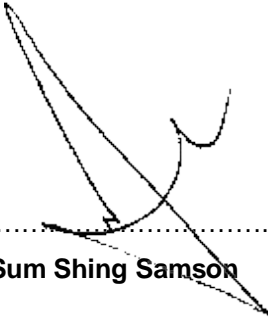
Please sign and return the enclosed copy of this letter to confirm your agreement to the above terms.

Yours sincerely
for and on behalf of
Greatview Aseptic Packaging Company Limited



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BI Hua, Jeff
CEO and Executive Director

I, **CHOI Sum Shing Samson**, the Appointee, HEREBY CONFIRM ACCEPTANCE of the Appointment to act as a non-executive Director on and subject to the terms and conditions as hereinbefore mentioned.



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CHOI Sum Shing Samson

Dated:18 October 2024.....