

SHANGHAI SUNMI TECHNOLOGY CO., LTD.

(上海商米科技集团股份有限公司)

Lin Zhe (林喆)

SERVICE AGREEMENT

FOR EXECUTIVE DIRECTOR

THIS AGREEMENT is made and entered into on April 17, 2026

BETWEEN

- (1) **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份有限公司) whose registered office is at Floor 6, Building 7, No. 388, Songhu Road, Yangpu District, Shanghai, PRC (the “**Company**”); and
- (2) **Lin Zhe** (林喆) of Room 102, No. 163 University Road, Yangpu District, Shanghai, PRC (the “**Director**”).

IT IS AGREED as follows:

1. DEFINITIONS

Articles means the amended and restated articles of association of the Company to be adopted by the Company prior to and in connection with the proposed listing of the H Shares of the Company on the Main Board of the Exchange;

Associates has the meaning given to it in the Listing Rules;

Companies Ordinance means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

Board means the board of directors of the Company or a duly constituted committee of the board of directors;

Effective Date means the date on which the listing of the H Shares of the Company becomes listed on the Main Board of the Exchange;

Employment means the Director’s employment in accordance with the terms and conditions of this Agreement;

Exchange means The Stock Exchange of Hong Kong Limited;

Group means the Company, its subsidiaries (as defined in the Companies Ordinance) and its Associates;

Group Company means the Company or any of the subsidiaries or Associates of the Company;

H Shares means listed Class B Ordinary Share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and to be listed on the Exchange;

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China;

Listing Rules means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

PRC Company Law means the Company Law of the PRC (《中華人民共和國公司法》), as amended, supplemented or otherwise modified from time to time;

Securities has the meaning given to it by section 7(c) of Appendix 10 to the Listing Rules; and

SFO means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

2. TERMS AND JOB DESCRIPTION

2.1 The Director shall be employed by the Company as an executive director, or in such other capacity, consistent with his status and seniority, to which she may be lawfully assigned by the Board from time to time.

2.2 The term of the Employment shall begin on the Effective Date and the term shall be three years, unless and until it is terminated according to the terms of this Agreement or by either party giving to the other not less than two (2) months' prior notice and subject to re-election as and when required under the Articles.

2.3 You acknowledge that under the Articles, the office of a director of the Company is liable to be vacated in certain circumstances.

3. DUTIES

3.1 During the term of the Employment, the Director will:

- (i) perform all such duties and exercise all such powers as are lawfully and properly assigned to him from time to time by the Board, whether such duties or powers relate to the Company or any Company in the Group;
- (ii) comply with all directions lawfully and properly given to him by the Board;
- (iii) use his best endeavours to protect and promote the interests of the Company;
- (iv) devote sufficient time, attention, skill and ability to discharge the duties of his office as an executive director of the Company;

- (v) keep the Board fully informed of his actions and report to the Board in relation to his management of the Company in such manner as the Board may from time to time determine;
- (vi) in pursuance of his duties hereunder perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require provided the same are consistent with his office; and
- (vii) comply with the requirements of the Listing Rules, SFO and the director's duties under common law as well as the Companies Ordinance and the PRC Company Law.

3.2 The Director agrees to work at such location as the Board may from time to time require the Director to base herself, and to attend board meetings at such location as notified by the Company from time to time.

3.3 The Director shall report to the Board directly.

4. REMUNERATION

4.1 Director's Fee and Others

4.1.1 Director's Fee

The Director receives no remuneration as Director's fee, though the Director may receive salary in the capacity of him being a member of the senior management of the Company.

4.1.2 Bonus

The Company may, in its sole discretion, consider and pay the Director a bonus of such amount as the Board may determine in light of the Company's business performance and the Director's individual performance after confirmation with the Remuneration Committee.

4.1.3 Share Based Compensation

The Director is entitled to join the Company's share options and/or share award programme, in the form of share options, restricted share units or any other forms share incentivization. The Company may, in its sole discretion, grant share based awards to the Director from time to time, as determined by the Board in accordance with the terms of the current share incentivization plan(s), accordingly such share-based compensation is part of the Director's remuneration.

5. INCOME TAX

The Director herself shall be responsible for all the applicable taxes of his income including Director's fee, bonus, share options and other benefits.

6. SHARE DEALING

- 6.1 The Director must not deal in the Company's Securities if she is a party to, or is aware of, negotiations relating to transactions which may be regarded as inside information or notifiable until a public announcement has been made. If the Director is not a party to such negotiations, she must not deal in the Company's Securities for a similar period provided that she has been informed there may be inside information or of a price sensitive nature. The Director shall also comply with where relevant with all laws and regulations from time to time in force in Hong Kong, including but not limited to the Companies Ordinance, the PRC Company Law, the SFO, the Listing Rules and the Model Code for Securities Transactions by Directors of Listed Issuers under Appendix 10 to the Listing Rules in relation to dealings in the Company's Securities.
- 6.2 The Director must not deal in the Company's Securities during the period of 60 days immediately preceding the publication date of the annual results and during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant financial period up to the publication date of the results. In any event the Director must not deal in the Company's Securities without first notifying the Chairman of the Board (or another Director appointed for such purpose) and receiving a dated written acknowledgement within five business days (as defined in the Listing Rules) of the notice.
- 6.3 The dealing restrictions imposed on the Director apply equally to any dealings by his spouse or by or on behalf of any minor child (natural or adopted) and any other dealings in which for the purpose of Part XV of the SFO (or such other applicable laws and regulations in force from time to time) she is or is to be treated as interested. They should also be extended to investment managers managing any of the Director's funds whether or not they have discretion as to the investment of such funds.
- 6.4 The Director in possession of confidential inside information must not counsel or procure dealing in Securities listed on the Exchange.

7. MISCELLANEOUS

- 7.1 The duties of the Director are subject to the Articles (as amended from time to time).
- 7.2 If during the term of the Employment the Director ceases (other than by resigning) to be a director of the Company, this Agreement and the Employment will continue for the time being and with the same duties and responsibilities as were applicable in the latter capacity.
- 7.3 The Director must make a formal declaration and undertaking as set out in Appendix 5 to the Listing Rules in which she will provide the Exchange with general information as to his professional qualifications, any other directorships she may hold and whether, for instance, she has ever been convicted of an offence involving dishonesty. By entering into this Agreement the Director also undertakes to comply to the best of his ability with the Listing Rules and the SFO (or such other applicable laws and regulations in force from time to time). The Director also acknowledges that as a director of a company with shares listed on the Main Board of the Exchange, the Director will also be subject to other various laws, rules and regulations applicable to a director of such listed company.
- 7.4 This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other agreements (both oral and in writing) between the Company and the Director (other than those expressly referred to herein). The Director acknowledges that she has not entered into this Agreement in reliance upon any representation, warranty or undertaking which is not set out in this Agreement or expressly referred to in it as forming part of the Director's contract of employment.
- 7.5 The Director represents and warrants to the Company that she will not by reason of entering into this Agreement, or by performing any duties under this Agreement, be in breach of any terms of employment with a third party (whether express or implied) or of any other obligations binding on him.
- 7.6 Any notice to be given under this Agreement to the Director may be served by being handed to him personally or by being sent by recorded delivery post to him at his usual or last known address; and any notice to be given to the Company may be served by being left at or by being sent by recorded delivery post to its registered office for the time being. Any notice served by post shall be deemed to have been served on the day (excluding Sundays and statutory holidays) next following the date of posting and in proving such service it shall be sufficient proof that the envelope containing the notice was properly addressed and posted as a prepaid letter by recorded delivery post.
- 7.7 The terms of this Agreement may be modified, varied or added to from time to time

unilaterally by the Company in its sole discretion. The Company will notify the Director of any such variations, modifications or additions in writing. This Agreement shall not be deemed to be changed, modified or altered by reason of any advice, suggestions, guides or informal notices furnished by the Company to the Director.

- 7.8 This Agreement is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 7.9 All disputes, controversies or claims arising out of or in connection with this Agreement, including the breach, termination or invalidity of this Agreement, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The place of the arbitration shall be Hong Kong. The arbitral tribunal shall consist of one arbitrator. The arbitration proceedings shall be conducted in English. The arbitration procedures specified in this Agreement shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief from a court with competent jurisdiction over the other party, if in its judgment such action is necessary to avoid irreparable harm or damages. Despite such action the parties will continue to participate in good faith in the arbitration procedures specified in this Agreement.
- 7.10 This Agreement is terminable by either party with two (2) months' prior notice.

SIGNED by

Name: Chen Xiaojing (陈肖旌)

Title: Executive Director

for and on behalf of **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份有限公司)
有限公司)

陈肖旌

[Signature page to executive director service contract]

SIGNED by

Name: Lin Zhe (林喆)



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- (2) **Chen Xiaojing** (陈肖旌) of 602, Building 405, Shanghai Yard, Lane 399, Jiangwancheng Road, Yangpu District, Shanghai, PRC (the “**Director**”).

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SIGNED by

Name: Lin Zhe (林喆)

Title: Executive Director

for and on behalf of **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份有限公司)



A handwritten signature in black ink, consisting of a long horizontal stroke followed by stylized characters, positioned above a solid horizontal line.

[Signature page to executive director service contract]

SIGNED by

Name: Chen Xiaojing (陈肖旌)

陈肖旌

[Signature page to executive director service contract]

SHANGHAI SUNMI TECHNOLOGY CO., LTD.

(上海商米科技集团股份有限公司)

Zhang Jinpu (张金普)

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- (2) **Zhang Jinpu** (张金普) of No.107 Guoxiang Road, Yangpu District, Shanghai, PRC (the “**Director**”).

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- 7.6 Any notice to be given under this Agreement to the Director may be served by being handed to him personally or by being sent by recorded delivery post to him at his usual or last known address; and any notice to be given to the Company may be served by being left at or by being sent by recorded delivery post to its registered office for the time being. Any notice served by post shall be deemed to have been served on the day (excluding Sundays and statutory holidays) next following the date of posting and in proving such service it shall be sufficient proof that the envelope containing the notice was properly addressed and posted as a prepaid letter by recorded delivery post.
- 7.7 The terms of this Agreement may be modified, varied or added to from time to time

unilaterally by the Company in its sole discretion. The Company will notify the Director of any such variations, modifications or additions in writing. This Agreement shall not be deemed to be changed, modified or altered by reason of any advice, suggestions, guides or informal notices furnished by the Company to the Director.

7.8 This Agreement is governed by, and shall be construed in accordance with, the laws of Hong Kong.

7.9 All disputes, controversies or claims arising out of or in connection with this Agreement, including the breach, termination or invalidity of this Agreement, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The place of the arbitration shall be Hong Kong. The arbitral tribunal shall consist of one arbitrator. The arbitration proceedings shall be conducted in English. The arbitration procedures specified in this Agreement shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief from a court with competent jurisdiction over the other party, if in its judgment such action is necessary to avoid irreparable harm or damages. Despite such action the parties will continue to participate in good faith in the arbitration procedures specified in this Agreement.

7.10 This Agreement is terminable by either party with two (2) months' prior notice.

SIGNED by

Name: Lin Zhe (林喆)

Title: Executive Director

for and on behalf of **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份有限公司)



A handwritten signature in black ink, consisting of a long horizontal stroke followed by stylized characters, positioned above a solid horizontal line.

[Signature page to executive director service contract]

SIGNED by

Name: Zhang Jinpu (张金普)

张金普

[Signature page to executive director service contract]

SHANGHAI SUNMI TECHNOLOGY CO., LTD.

(上海商米科技集团股份有限公司)

Chen Guihong (陈桂鸿)

SERVICE AGREEMENT

FOR EXECUTIVE DIRECTOR

THIS AGREEMENT is made and entered into on April 17, 2025

BETWEEN

- (1) **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份有限公司) whose registered office is at Floor 6, Building 7, No. 388, Songhu Road, Yangpu District, Shanghai, PRC (the “**Company**”); and
- (2) **Chen Guihong** (陈桂鸿) of Room 1003, No.6 Lane 98, Songtang Road, Baoshan District, Shanghai, PRC (the “**Director**”).

IT IS AGREED as follows:

1. DEFINITIONS

Articles means the amended and restated articles of association of the Company to be adopted by the Company prior to and in connection with the proposed listing of the H Shares of the Company on the Main Board of the Exchange;

Associates has the meaning given to it in the Listing Rules;

Companies Ordinance means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

Board means the board of directors of the Company or a duly constituted committee of the board of directors;

Effective Date means the date on which the listing of the H Shares of the Company becomes listed on the Main Board of the Exchange];

Employment means the Director’s employment in accordance with the terms and conditions of this Agreement;

Exchange means The Stock Exchange of Hong Kong Limited;

Group means the Company, its subsidiaries (as defined in the Companies Ordinance) and its Associates;

Group Company means the Company or any of the subsidiaries or Associates of the Company;

H Shares means listed Class B Ordinary Share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and to be listed on the Exchange;

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China;

Listing Rules means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

PRC Company Law mean the Company Law of the PRC (《中華人民共和國公司法》), as amended, supplemented or otherwise modified from time to time;

Securities has the meaning given to it by section 7(c) of Appendix 10 to the Listing Rules; and

SFO means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

2. TERMS AND JOB DESCRIPTION

2.1 The Director shall be employed by the Company as an executive director, or in such other capacity, consistent with his status and seniority, to which she may be lawfully assigned by the Board from time to time.

2.2 The term of the Employment shall begin on the Effective Date and the term shall be three years, unless and until it is terminated according to the terms of this Agreement or by either party giving to the other not less than two (2) months' prior notice and subject to re-election as and when required under the Articles.

2.3 You acknowledge that under the Articles, the office of a director of the Company is liable to be vacated in certain circumstances.

3. DUTIES

3.1 During the term of the Employment, the Director will:

- (i) perform all such duties and exercise all such powers as are lawfully and properly assigned to him from time to time by the Board, whether such duties or powers relate to the Company or any Company in the Group;
- (ii) comply with all directions lawfully and properly given to him by the Board;
- (iii) use his best endeavours to protect and promote the interests of the Company;
- (iv) devote sufficient time, attention, skill and ability to discharge the duties of his office as an executive director of the Company;

(v) keep the Board fully informed of his actions and report to the Board in relation to his management of the Company in such manner as the Board may from time to time determine;

(vi) in pursuance of his duties hereunder perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require provided the same are consistent with his office; and

(vii) comply with the requirements of the Listing Rules, SFO and the director's duties under common law as well as the Companies Ordinance and the PRC Company Law.

3.2 The Director agrees to work at such location as the Board may from time to time require the Director to base herself, and to attend board meetings at such location as notified by the Company from time to time.

3.3 The Director shall report to the Board directly.

4. REMUNERATION

4.1 Director's Fee and Others

4.1.1 Director's Fee

The Director receives no remuneration as Director's fee, though the Director may receive salary in the capacity of him being a member of the senior management of the Company.

4.1.2 Bonus

The Company may, in its sole discretion, consider and pay the Director a bonus of such amount as the Board may determine in light of the Company's business performance and the Director's individual performance after confirmation with the Remuneration Committee.

4.1.3 Share Based Compensation

The Director is entitled to join the Company's share options and/or share award programme, in the form of share options, restricted share units or any other forms share incentivization. The Company may, in its sole discretion, grant share based awards to the Director from time to time, as determined by the Board in accordance with the terms of the current share incentivization plan(s), accordingly such share-based compensation is part of the Director's remuneration.

5. INCOME TAX

The Director herself shall be responsible for all the applicable taxes of his income including Director's fee, bonus, share options and other benefits.

6. SHARE DEALING

- 6.1 The Director must not deal in the Company's Securities if she is a party to, or is aware of, negotiations relating to transactions which may be regarded as inside information or notifiable until a public announcement has been made. If the Director is not a party to such negotiations, she must not deal in the Company's Securities for a similar period provided that she has been informed there may be inside information or of a price sensitive nature. The Director shall also comply with where relevant with all laws and regulations from time to time in force in Hong Kong, including but not limited to the Companies Ordinance, the PRC Company Law, the SFO, the Listing Rules and the Model Code for Securities Transactions by Directors of Listed Issuers under Appendix 10 to the Listing Rules in relation to dealings in the Company's Securities.
- 6.2 The Director must not deal in the Company's Securities during the period of 60 days immediately preceding the publication date of the annual results and during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant financial period up to the publication date of the results. In any event the Director must not deal in the Company's Securities without first notifying the Chairman of the Board (or another Director appointed for such purpose) and receiving a dated written acknowledgement within five business days (as defined in the Listing Rules) of the notice.
- 6.3 The dealing restrictions imposed on the Director apply equally to any dealings by his spouse or by or on behalf of any minor child (natural or adopted) and any other dealings in which for the purpose of Part XV of the SFO (or such other applicable laws and regulations in force from time to time) she is or is to be treated as interested. They should also be extended to investment managers managing any of the Director's funds whether or not they have discretion as to the investment of such funds.
- 6.4 The Director in possession of confidential inside information must not counsel or procure dealing in Securities listed on the Exchange.

7. MISCELLANEOUS

- 7.1 The duties of the Director are subject to the Articles (as amended from time to time).
- 7.2 If during the term of the Employment the Director ceases (other than by resigning) to be a director of the Company, this Agreement and the Employment will continue for the time being and with the same duties and responsibilities as were applicable in the latter capacity.
- 7.3 The Director must make a formal declaration and undertaking as set out in Appendix 5 to the Listing Rules in which she will provide the Exchange with general information as to his professional qualifications, any other directorships she may hold and whether, for instance, she has ever been convicted of an offence involving dishonesty. By entering into this Agreement the Director also undertakes to comply to the best of his ability with the Listing Rules and the SFO (or such other applicable laws and regulations in force from time to time). The Director also acknowledges that as a director of a company with shares listed on the Main Board of the Exchange, the Director will also be subject to other various laws, rules and regulations applicable to a director of such listed company.
- 7.4 This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other agreements (both oral and in writing) between the Company and the Director (other than those expressly referred to herein). The Director acknowledges that she has not entered into this Agreement in reliance upon any representation, warranty or undertaking which is not set out in this Agreement or expressly referred to in it as forming part of the Director's contract of employment.
- 7.5 The Director represents and warrants to the Company that she will not by reason of entering into this Agreement, or by performing any duties under this Agreement, be in breach of any terms of employment with a third party (whether express or implied) or of any other obligations binding on him.
- 7.6 Any notice to be given under this Agreement to the Director may be served by being handed to him personally or by being sent by recorded delivery post to him at his usual or last known address; and any notice to be given to the Company may be served by being left at or by being sent by recorded delivery post to its registered office for the time being. Any notice served by post shall be deemed to have been served on the day (excluding Sundays and statutory holidays) next following the date of posting and in proving such service it shall be sufficient proof that the envelope containing the notice was properly addressed and posted as a prepaid letter by recorded delivery post.
- 7.7 The terms of this Agreement may be modified, varied or added to from time to time

unilaterally by the Company in its sole discretion. The Company will notify the Director of any such variations, modifications or additions in writing. This Agreement shall not be deemed to be changed, modified or altered by reason of any advice, suggestions, guides or informal notices furnished by the Company to the Director.

7.8 This Agreement is governed by, and shall be construed in accordance with, the laws of Hong Kong.

7.9 All disputes, controversies or claims arising out of or in connection with this Agreement, including the breach, termination or invalidity of this Agreement, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The place of the arbitration shall be Hong Kong. The arbitral tribunal shall consist of one arbitrator. The arbitration proceedings shall be conducted in English. The arbitration procedures specified in this Agreement shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief from a court with competent jurisdiction over the other party, if in its judgment such action is necessary to avoid irreparable harm or damages. Despite such action the parties will continue to participate in good faith in the arbitration procedures specified in this Agreement.

7.10 This Agreement is terminable by either party with two (2) months' prior notice.

SIGNED by

Name: Lin Zhe (林喆)

Title: Executive Director

for and on behalf of **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份
有限公司)



[Signature page to executive director service contract]

SIGNED by

Name: Chen Guihong (陈桂鸿)

陈桂鸿

SHANGHAI SUNMI TECHNOLOGY CO., LTD.

(上海商米科技集团股份有限公司)

Wang Huan (王欢)

APPOINTMENT LETTER

FOR NON-EXECUTIVE DIRECTOR

THIS APPOINTMENT LETTER is made and entered into on April 17, 2026

BETWEEN

- (1) **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份有限公司), whose registered office is at Floor 6, Building 7, No. 388, Songhu Road, Yangpu District, Shanghai, PRC (the “**Company**”); and
- (2) **Wang Huan (王欢)** of Room 2801, No.6 Lane 299, Dapu Road, Huangpu District, Shanghai, PRC (the “**Director**”, herein referred to as “**You**”).

IT IS AGREED as follows:

1. DEFINITIONS

Appointment means the Director’s appointment in accordance with the terms and conditions of this Appointment Letter;

Articles means the amended and restated articles of association of the Company to be adopted by the Company prior to and in connection with the proposed listing of the H Shares of the Company on the Main Board of the Exchange;

Associates has the meaning given to it in the Listing Rules;

Board means the board of directors of the Company;

Companies Ordinance means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

Exchange means the Stock Exchange of Hong Kong Limited;

Group means the Company, its subsidiaries (as defined in the Companies Ordinance) and its Associates;

H Shares means listed Class B Ordinary Share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and to be listed on the Exchange;

Hong Kong means the Hong Kong Special Administrative Region of the People’s Republic of China;

Listing Rules means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

PRC Company Law mean the Company Law of the PRC (《中華人民共和國公司法》),

as amended, supplemented or otherwise modified from time to time;

Securities has the meaning given to it by section 7(c) of Appendix C3 to the Listing Rules; and

SFO means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

2. JOB DESCRIPTION AND TERMINATION

JOB DESCRIPTION

- 2.1 You shall be appointed by the Company as a non-executive director.
- 2.2 You hereby represent and warrant to the Company that as of the date of signing this appointment letter, you meet the requirements for non-executive directors as set out in the Listing Rules.
- 2.3 The term of the Appointment shall begin from the date on which trading in the Company's securities commences on the Exchange (i.e. the Listing Date) and the term shall be for three years, unless and until it is terminated according to the terms of this Appointment Letter or by either party to this Appointment Letter giving to the other not less than three (3) months' prior notice, except in circumstances set out in Clause 2.4 below, And subject to re-election as and when required under the Articles or the Listing Rules.

TERMINATION

- 2.4 You acknowledge that under the Articles, the office of a director of the Company is liable to be vacated in certain circumstances. Your Appointment shall automatically terminate under the following circumstances, without the need for notice or compensation:
 - (i) you no longer meet the qualifications to serve as a director under the Articles, PRC Company Law, Listing Rules, or other applicable laws and regulations; or
 - (ii) you vacate your position as a director due to rotation as stipulated in the Articles or PRC Company Law; or
 - (iii) you fail to be re-elected as a director when you stand for re-election; or
 - (iv) you engage in any significant misconduct or serious or repeated breaches of the duties owed by directors to the Company that is not cured within 7 days of receipt by you of a written notice by the Company, or if you undertake actions that the Company reasonably believes may harm the reputation of the Company or any of its subsidiaries, the Company may terminate the Appointment with

seven days' prior written notice if you fail to remedy the situation within seven days of receiving a written request for correction.

The termination of your Appointment pursuant to Clause 2.4 shall not affect any rights accrued by either party prior to such termination. However, you shall not be entitled to any severance compensation, and the Company shall not be liable to pay you any fees for the unexpired portion of your term.

- 2.5 Upon termination of your Appointment, you shall promptly, at your election, destroy or return to the Company all documents, and materials (including copies) which have not been independently developed by you, and other property that belong to the Company or any of its subsidiaries or are related to them, which are in your possession or control and were prepared or delivered to you during the term of the Appointment, without retaining any copies.

3. YOUR DUTIES AND THE COMPANY'S DUTIES

YOUR DUTIES

- 3.1 During the term of the Appointment, you will:
- (i) perform all such duties and exercise all such powers as a non-executive director as are lawfully and properly assigned to you from time to time by the Board which relate to the Company;
 - (ii) comply with all directions lawfully and properly given to you by the Board;
 - (iii) use your best endeavours to protect and promote the interests of the Company;
 - (iv) whilst your Appointment will not be full-time in nature, you will devote sufficient time, attention, skill and ability to discharge your duties as a non-executive director of the Company;
 - (v) keep the Board fully informed of your actions and report to the Board in relation to your role as a non-executive director in such manner as the Board may from time to time determine;
 - (vi) comply with the requirements stipulated by the PRC Company Law and the Articles and comply with all applicable laws and regulations, including but not limited to the SFO, the Companies Ordinance and the Hong Kong Code on Takeovers and Mergers;
 - (vii) comply with the Listing Rules (as amended from time to time), including but not limited to the provisions in Chapter 3 of the Listing Rules, the

Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules (“**Model Code for Securities Transactions**”) and the Corporate Governance Code and Corporate Governance Report (the “**Corporate Governance Code**”) as set out in Appendix C1 to the Listing Rules;

- (viii) disclose to the Company, as required by the relevant laws, regulations, rules and policies, all other directorships, employment relationships, consultancy relationships, and all shareholdings interests that must be disclosed under the SFO, as well as any interests you have in any business that competes with the business of the Group that must be disclosed, and also keep the Company informed of any changes to such arrangements; and
- (ix) as soon as commercially practicable inform the Company, to the extent permitted by the relevant laws, regulations, rules, and policies, if you no longer meet the qualifications to serve as a non-executive director of the Company under the Listing Rules, the PRC Company Law, the Articles, or other applicable laws and regulations or rules. If the Board or the Exchange determines that you no longer meet the qualifications to serve as a non-executive director of the Company and informs you of this, your position as a non-executive director of the Company shall be automatically terminated.

3.2 You will attend Board meetings at such location as notified by the Company from time to time.

3.3 You will report directly to the Board.

COMPANY’S DUTIES

3.4 The Company shall, upon reasonable request from time to time, disclose to you information regarding the Group's business, financial condition, and affairs, as well as details of any actual or potential significant changes.

4. REMUNERATION

4.1 Director’s Fee

You will not receive any remuneration as director’s fee, but the Company shall reimburse you for reasonable actual expenses incurred in the performance of your duties, such as travel, accommodation, and airfare, in accordance with the Company’s internal standards and procedures.

4.2 Bonus

The Company may, in its sole discretion, consider and pay you a bonus of such amount as the Board may determine in light of the Company's business performance and your individual performance after confirmation with the Remuneration Committee (if applicable) of the Board.

4.3 Share Based Compensation

You are entitled to participate in the Company's share options and/or share award programme, in the form of share options, restricted share units or any other forms share incentivization. The Company may, in its sole discretion, grant share based awards to you from time to time, as determined by the Board in accordance with the terms of the current share incentivization plan(s) and, accordingly such share-based compensation is part of your remuneration.

5. INSURANCE

5.1 During the term of your Appointment, the Company will obtain appropriate directors' liability insurance for you.

6. CONFIDENTIALITY

6.1 You shall not disclose or use any confidential information regarding the business and financial affairs of the Group to any third party during the term of your Appointment (whether for your own benefit or for the benefit of your relatives), and you shall use commercially reasonable efforts to avoid its disclosure or it being made public, except (i) with the prior written consent of the Company; (ii) for disclosures necessary to perform the your duties as a director to relevant employees of the Group, or to professional consultants, other advisors, or agents employed or retained by the Group; (iii) to the shareholder of the Company which nominated you to the Board (provided, in each case, such entities are subject to the same confidentiality obligations); (iv) as required by relevant laws or regulatory authorities or (v) for disclosures to the Permitted Recipients.

6.2 In this Appointment Letter, the "**Permitted Recipients**" refers to Ant Group Co., Ltd. and its subsidiaries who shall be permitted to receive from you and use any and all information and knowledge of a confidential nature which relates to the Group or its business or affairs, but solely and strictly on the basis that (i) the Permitted Recipient concerned needs to know such information or knowledge for the purpose set out in sub-paragraph (ii) and is subject to substantially similar confidentiality

obligations as those which are set out in this Clause 6; (ii) the Permitted Recipient concerned shall use any such information and/or knowledge solely for the purposes of analysing and monitoring Ant Group Co., Ltd.'s investment in the Group and/or its businesses (but for the avoidance of doubt, the receipt by the Permitted Recipients of any such information and/or knowledge shall not prevent the Permitted Recipients from trading in any securities provided that they can do so in compliance with all applicable laws and regulations); and (iii) you shall procure that the Permitted Recipients concerned shall comply with the terms of Clause 6 of this Appointment Letter as if they were party hereto. The Permitted Recipients shall have the benefit of and be entitled to rely on the provisions of this Clause 6.

- 6.3 If you are required to disclose any confidential information by law or any relevant regulatory authority, you shall, to the extent commercially practicable and lawful, promptly notify the Company in writing of the timing and content of such disclosure prior to it occurring, and shall make reasonable efforts to assist the Company in challenging the validity of such requests.

7. CONFLICT OF INTERESTS

- 7.1 The Company acknowledges and accepts that you may have commercial interests and/or fiduciary responsibilities in entities outside of the Company. If you become aware of any material conflicts of interest concerning the Company's business, you shall as soon as commercially practicable disclose such conflicts to the Board, and you shall abstain from participating in any Board decisions related to those matters.

8. MISCELLANEOUS

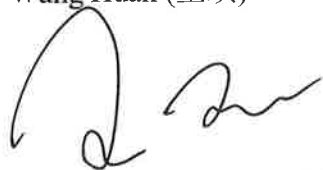
- 8.1 Any notice issued under this Appointment Letter must be made in writing. Notices sent to the Company should be addressed to the Company's address and marked for the attention of the Company Secretary. Notices sent to you may be delivered to you personally or sent to your most recently known address. Except for personal delivery, notices shall be deemed to be served at the time of completion of normal posting or transmission processes.
- 8.2 No provision contained in this Appointment Letter shall be construed as creating any relationship of employer and employee between the Company and you, and this appointment letter shall have no such effect.
- 8.3 This Appointment Letter constitutes the entire agreement and understanding between the parties and supersedes all other agreements (both oral and in writing) between the Company and you (other than those expressly referred to herein). You

acknowledge that you have not entered into this Appointment Letter in reliance upon any representation, warranty or undertaking which is not set out in this Appointment Letter or expressly referred to in it as forming part of your Appointment.

- 8.4 This Appointment Letter is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 8.6 All disputes, controversies or claims arising out of or in connection with this Appointment Letter, including the breach, termination or invalidity of this Appointment Letter, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The place of arbitration shall be Hong Kong, and the arbitral tribunal shall consist of one (1) arbitrator. The arbitration proceedings shall be conducted in English. The arbitration procedures specified in this Appointment Letter shall be the sole and exclusive method of dispute resolution for any disputes arising from or related to this Appointment Letter; however, if a party believes it is necessary to avoid irreparable harm or loss, it may seek preliminary injunctions or other interim judicial relief from a court with jurisdiction over the other party. Except for such actions, the parties shall continue to participate in the arbitration process as agreed in good faith. The decision of the arbitration institution shall be final and binding on all parties.

SIGNED by

Name: Wang Huan (王欢)

A handwritten signature in black ink, consisting of a large, stylized initial 'W' followed by a cursive 'Huan'. The signature is positioned above a solid horizontal line.

SIGNED by

Name: Lin Zhe (林喆)

Title: Executive Director

for and on behalf of **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份有
限公司)

A handwritten signature in black ink, appearing to be 'LZ' or similar initials, written over a horizontal line.

SHANGHAI SUNMI TECHNOLOGY CO., LTD.

(上海商米科技集团股份有限公司)

Zhang Yi (张一)

APPOINTMENT LETTER

FOR NON-EXECUTIVE DIRECTOR

THIS APPOINTMENT LETTER is made and entered into on April 17, 2026

BETWEEN

- (1) **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份有限公司), whose registered office is at Floor 6, Building 7, No. 388, Songhu Road, Yangpu District, Shanghai, PRC (the “**Company**”); and
- (2) **Zhang Yi** (张一) of Xiaomi Science and Technology Park A10 003, No. 33 Xierqi Middle Road, Haidian District, Beijing, PRC (the “**Director**”, herein referred to as “**You**”).

IT IS AGREED as follows:

1. DEFINITIONS

Appointment means the Director’s appointment in accordance with the terms and conditions of this Appointment Letter;

Articles means the amended and restated articles of association of the Company to be adopted by the Company prior to and in connection with the proposed listing of the H Shares of the Company on the Main Board of the Exchange;

Associates has the meaning given to it in the Listing Rules;

Board means the board of directors of the Company;

Companies Ordinance means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

Exchange means the Stock Exchange of Hong Kong Limited;

Group means the Company, its subsidiaries (as defined in the Companies Ordinance) and its Associates;

H Shares means listed Class B Ordinary Share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and to be listed on the Exchange;

Hong Kong means the Hong Kong Special Administrative Region of the People’s Republic of China;

Listing Rules means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

PRC Company Law mean the Company Law of the PRC (《中華人民共和國公司法》), as amended, supplemented or otherwise modified from time to time;

Securities has the meaning given to it by section 7(c) of Appendix C3 to the Listing Rules; and

SFO means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

2. JOB DESCRIPTION AND TERMINATION

JOB DESCRIPTION

- 2.1 You shall be appointed by the Company as a non-executive director.
- 2.2 You hereby represent and warrant to the Company that as of the date of signing this appointment letter, you meet the requirements for non-executive directors as set out in the Listing Rules.
- 2.3 The term of the Appointment shall begin from the date on which trading in the Company's securities commences on the Exchange (i.e. the Listing Date) and the term shall be for three years, unless and until it is terminated according to the terms of this Appointment Letter or by either party to this Appointment Letter giving to the other not less than three (3) months' prior notice, except in circumstances set out in Clause 2.4 below, And subject to re-election as and when required under the Articles or the Listing Rules.

TERMINATION

- 2.4 You acknowledge that under the Articles, the office of a director of the Company is liable to be vacated in certain circumstances. Your Appointment shall automatically terminate under the following circumstances, without the need for notice or compensation:
 - (i) you no longer meet the qualifications to serve as a director under the Articles, PRC Company Law, Listing Rules, or other applicable laws and regulations; or
 - (ii) you vacate your position as a director due to rotation as stipulated in the Articles or PRC Company Law; or
 - (iii) you fail to be re-elected as a director when you stand for re-election; or
 - (iv) you engage in any significant misconduct or serious or repeated breaches of the duties owed by directors to the Company that is not cured within 7 days of receipt by you of a written notice by the Company, or if you undertake actions that the Company reasonably believes may harm the reputation of the Company

or any of its subsidiaries, the Company may terminate the Appointment with seven days' prior written notice if you fail to remedy the situation within seven days of receiving a written request for correction.

The termination of your Appointment pursuant to Clause 2.4 shall not affect any rights accrued by either party prior to such termination. However, you shall not be entitled to any severance compensation, and the Company shall not be liable to pay you any fees for the unexpired portion of your term.

- 2.5 Upon termination of your Appointment, you shall promptly, at your election, destroy or return to the Company all documents, and materials (including copies) which have not been independently developed by you, and other property that belong to the Company or any of its subsidiaries or are related to them, which are in your possession or control and were prepared or delivered to you during the term of the Appointment, without retaining any copies.

3. YOUR DUTIES AND THE COMPANY'S DUTIES

YOUR DUTIES

- 3.1 During the term of the Appointment, you will:
- (i) perform all such duties and exercise all such powers as a non-executive director as are lawfully and properly assigned to you from time to time by the Board which relate to the Company;
 - (ii) comply with all directions lawfully and properly given to you by the Board;
 - (iii) use your best endeavours to protect and promote the interests of the Company;
 - (iv) whilst your Appointment will not be full-time in nature, you will devote sufficient time, attention, skill and ability to discharge your duties as a non-executive director of the Company;
 - (v) keep the Board fully informed of your actions and report to the Board in relation to your role as a non-executive director in such manner as the Board may from time to time determine;
 - (vi) comply with the requirements stipulated by company regulations and the Articles and comply with all applicable laws and regulations, including but not limited to the SFO, the Companies Ordinance and the Hong Kong Code on Takeovers and Mergers;
 - (vii) comply with the Listing Rules (as amended from time to time), including

but not limited to the provisions in Chapter 3 of the Listing Rules, the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules (“**Model Code for Securities Transactions**”) and the Corporate Governance Code and Corporate Governance Report (the “**Corporate Governance Code**”) as set out in Appendix C1 to the Listing Rules;

- (viii) disclose to the Company, as required by the relevant laws, regulations, rules and policies, all other directorships, employment relationships, consultancy relationships, and all shareholdings interests that must be disclosed under the SFO, as well as any interests you have in any business that competes with the business of the Group that must be disclosed, and also keep the Company informed of any changes to such arrangements; and
- (ix) as soon as commercially practicable inform the Company, to the extent permitted by the relevant laws, regulations, rules, and policies, if you no longer meet the qualifications to serve as a non-executive director of the Company under the Listing Rules, PRC Company Law, the Articles, or other applicable laws and regulations or rules. If the Board or the Exchange determines that you no longer meet the qualifications to serve as a non-executive director of the Company and informs you of this, your position as a non-executive director of the Company shall be automatically terminated.

3.2 You will attend Board meetings at such location as notified by the Company from time to time.

3.3 You will report directly to the Board.

COMPANY’S DUTIES

3.4 The Company shall, upon reasonable request from time to time, disclose to you information regarding the Group's business, financial condition, and affairs, as well as details of any actual or potential significant changes.

4. REMUNERATION

4.1 Director’s Fee

You will not receive any remuneration as director’s fee, but the Company shall reimburse you for reasonable actual expenses incurred in the performance of your duties, such as travel, accommodation, and airfare, in accordance with the

Company's internal standards and procedures.

4.2 Bonus

The Company may, in its sole discretion, consider and pay you a bonus of such amount as the Board may determine in light of the Company's business performance and your individual performance after confirmation with the Remuneration Committee (if applicable) of the Board.

4.3 Share Based Compensation

You are entitled to participate in the Company's share options and/or share award programme, in the form of share options, restricted share units or any other forms share incentivization. The Company may, in its sole discretion, grant share based awards to you from time to time, as determined by the Board in accordance with the terms of the current share incentivization plan(s) and, accordingly such share-based compensation is part of your remuneration.

5. INSURANCE

5.1 During the term of your Appointment, the Company will obtain appropriate directors' liability insurance for you.

6. CONFIDENTIALITY

6.1 You shall not disclose or use any confidential information regarding the business and financial affairs of the Group to any third party during the term of your Appointment (whether for your own benefit or for the benefit of your relatives), and you shall use commercially reasonable efforts to avoid its disclosure or it being made public, except (i) with the prior written consent of the Company; (ii) for disclosures necessary to perform the your duties as a director to relevant employees of the Group, or to professional consultants, other advisors, or agents employed or retained by the Group; (iii) to the shareholder of the Company which nominated you to the Board (provided, in each case, such entities are subject to the same confidentiality obligations); (iv) as required by relevant laws or regulatory authorities or (v) for disclosures to the Permitted Recipients.

6.2 In this Appointment Letter, the "**Permitted Recipients**" refers to Xiaomi Corporation and its subsidiaries who shall be permitted to receive from you and use any and all information and knowledge of a confidential nature which relates to the Group or its business or affairs, but solely and strictly on the basis that (i) the Permitted Recipient concerned needs to know such information or knowledge for

the purpose set out in sub-paragraph (ii) and is subject to substantially similar confidentiality obligations as those which are set out in this Clause 6; (ii) the Permitted Recipient concerned shall use any such information and/or knowledge solely for the purposes of analysing and monitoring Xiaomi Corporation's investment in the Group and/or its businesses (but for the avoidance of doubt, the receipt by the Permitted Recipients of any such information and/or knowledge shall not prevent the Permitted Recipients from trading in any securities provided that they can do so in compliance with all applicable laws and regulations); and (iii) you shall procure that the Permitted Recipients concerned shall comply with the terms of Clause 6 of this Appointment Letter as if they were party hereto. The Permitted Recipients shall have the benefit of and be entitled to rely on the provisions of this Clause 6.

- 6.3 If you are required to disclose any confidential information by law or any relevant regulatory authority, you shall, to the extent commercially practicable and lawful, promptly notify the Company in writing of the timing and content of such disclosure prior to it occurring, and shall make reasonable efforts to assist the Company in challenging the validity of such requests.

7. CONFLICT OF INTERESTS

- 7.1 The Company acknowledges and accepts that you may have commercial interests and/or fiduciary responsibilities in entities outside of the Company. If you become aware of any material conflicts of interest concerning the Company's business, you shall as soon as commercially practicable disclose such conflicts to the Board, and you shall abstain from participating in any Board decisions related to those matters.

8. MISCELLANEOUS

- 8.1 Any notice issued under this Appointment Letter must be made in writing. Notices sent to the Company should be addressed to the Company's address and marked for the attention of the Company Secretary. Notices sent to you may be delivered to you personally or sent to your most recently known address. Except for personal delivery, notices shall be deemed to be served at the time of completion of normal posting or transmission processes.
- 8.2 No provision contained in this Appointment Letter shall be construed as creating any relationship of employer and employee between the Company and you, and this appointment letter shall have no such effect.
- 8.3 This Appointment Letter constitutes the entire agreement and understanding

between the parties and supersedes all other agreements (both oral and in writing) between the Company and you (other than those expressly referred to herein). You acknowledge that you have not entered into this Appointment Letter in reliance upon any representation, warranty or undertaking which is not set out in this Appointment Letter or expressly referred to in it as forming part of your Appointment.

- 8.4 This Appointment Letter is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 8.6 All disputes, controversies or claims arising out of or in connection with this Appointment Letter, including the breach, termination or invalidity of this Appointment Letter, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The place of arbitration shall be Hong Kong, and the arbitral tribunal shall consist of one (1) arbitrator. The arbitration proceedings shall be conducted in English. The arbitration procedures specified in this Appointment Letter shall be the sole and exclusive method of dispute resolution for any disputes arising from or related to this Appointment Letter; however, if a party believes it is necessary to avoid irreparable harm or loss, it may seek preliminary injunctions or other interim judicial relief from a court with jurisdiction over the other party. Except for such actions, the parties shall continue to participate in the arbitration process as agreed in good faith. The decision of the arbitration institution shall be final and binding on all parties.

SIGNED by

Name: Zhang Yi (张一)

张一

SIGNED by

Name: Lin Zhe (林喆)

Title: Executive Director

for and on behalf of **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份有
限公司)

A handwritten signature in black ink, appearing to be 'LZ' or similar initials, written over a horizontal line.

SHANGHAI SUNMI TECHNOLOGY CO., LTD.

(上海商米科技集团股份有限公司)

Li Shihong (李诗鸿)

APPOINTMENT LETTER

FOR INDEPENDENT NON-EXECUTIVE DIRECTOR

THIS APPOINTMENT LETTER is made and entered into on April 17, 2026

BETWEEN

- (1) **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份有限公司), whose registered office is at Floor 6, Building 7, No. 388, Songhu Road, Yangpu District, Shanghai, PRC (the “**Company**”); and
- (2) **Li Shihong** (李诗鸿) of No. 1575, Wanhangu Road, Changning District, Shanghai, PRC (the “**Director**”).

IT IS AGREED as follows:

1. DEFINITIONS

Articles means the amended and restated articles of association of the Company to be adopted by the Company prior to and in connection with the proposed listing of the H Shares of the Company on the Main Board of the Exchange;

Associates has the meaning given to it in the Listing Rules;

Companies Ordinance means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

Board means the board of directors of the Company or a duly constituted committee of the board of directors;

Appointment means the director’s appointment in accordance with the terms and conditions of this Appointment Letter;

Exchange means the Stock Exchange of Hong Kong Limited;

Group means the Company, its subsidiaries (as defined in the Companies Ordinance) and its Associates;

H Shares means listed Class B Ordinary Share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and to be listed on the Exchange;

Group Company means the Company or any of the subsidiaries or Associates of the Company;

Hong Kong means the Hong Kong Special Administrative Region of the People’s Republic of China;

Listing Rules means the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited;

PRC Company Law mean the Company Law of the PRC (《中華人民共和國公司法》), as amended, supplemented or otherwise modified from time to time;

Securities has the meaning given to it by section 7(c) of Appendix 10 to the Listing Rules; and

SFO means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

2. JOB DESCRIPTION AND TERMINATION

JOB DESCRIPTION

- 2.1 The director shall be appointed by the Company as an independent non-executive director, or in such other capacity, consistent with his status and seniority, to which she may be lawfully assigned by the Board from time to time.
- 2.2 You hereby represent and warrant to the company that as of the date of signing this Appointment Letter, you meet the requirements for independent non-executive directors as set out in the Listing Rules. In particular, Listing Rule 3.13 requires disclosure of the confirmation of independence in the Prospectus.
- 2.3 The term of the Appointment shall begin from the date on which trading in the Company's securities commences on the Stock Exchange (i.e. the Listing Date) and the term shall be three years, unless and until it is terminated according to the terms of this Appointment Letter or by either party giving to the other not less than three (3) months' prior notice, except in circumstances set out in Clause 2.3 below. and subject to re-election as and when required under the Articles.

TERMINATION

- 2.4 You acknowledge that under the Articles, the office of a director of the Company is liable to be vacated in certain circumstances. Your appointment shall automatically terminate under the following circumstances, without the need for notice or compensation:
- (i) you no longer meet the qualifications to serve as a director under the Articles, PRC Company Law, Listing Rules, or other applicable laws and regulations; or
 - (ii) you vacate your position as a director due to rotation as stipulated in the Articles or PRC Company Law; or
 - (iii) any subsequent change in circumstances that may affect your independence as

an independent non-executive director of the Company, or;

- (iv) you fail to be re-elected as a director when you stand for re-election; or
- (v) if you engage in any significant misconduct or serious or repeated breaches of the duties owed by directors to the Company, or if you undertake actions that the Company believes may harm the reputation of the Company or any of its subsidiaries, the Company may terminate this Appointment Letter with seven days' prior written notice if you fail to remedy the situation within seven days of receiving a written request for correction; or

The termination of your appointment pursuant to Clause 2.3 shall not affect any rights accrued by either party prior to such termination. However, you shall not be entitled to any severance compensation, and the company shall not be liable to pay you any fees for the unexpired portion of your term.

- 2.5 Upon termination of your appointment, you shall promptly destroy or return to the company all documents, materials (including copies), and other property that belong to the company or any of its subsidiaries or are related to them, which are in your possession or control and were prepared or delivered to you during your term, without retaining any copies or electronic information.

3. YOUR DUTIES AND THE COMPANY'S DUTIES

YOUR DUTIES

3.1 During the term of the Appointment, the director will:

- (i) perform all such duties and exercise all such powers as are lawfully and properly assigned to him from time to time by the Board, whether such duties or powers relate to the Company or any Company in the Group;
- (ii) comply with all directions lawfully and properly given to him by the Board;
- (iii) use his best endeavours to protect and promote the interests of the Company;
- (iv) devote sufficient time, attention, skill and ability to discharge the duties of his office as an independent non-executive director of the Company;
- (v) keep the Board fully informed of his actions and report to the Board in relation to his management of the Company in such manner as the Board may from time to time determine;
- (vi) in pursuance of his duties hereunder perform such services for the Group

and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require provided the same are consistent with his office;

- (vii) comply with the requirements stipulated by the PRC Company Law, and the Articles, and comply with all applicable laws and regulations, including but not limited to the SFO, the Companies Ordinance and the Hong Kong Code on Takeovers and Mergers;
- (viii) comply with the Listing Rules (as amended from time to time), including but not limited to the provisions in Chapter 3 of the Listing Rules, the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules (“**Model Code for Securities Transactions**”) and the Corporate Governance Code and Corporate Governance Report (the “**Corporate Governance Code**”) as set out in Appendix C1 to the Listing Rules;
- (ix) disclose to the Company, to the extent permitted by the relevant laws, regulations, rules, and policies all other directorships and any other (direct or indirect) interests, employment relationships, consultancy relationships, or connections, including all shareholdings that must be disclosed under the Ordinance, as well as any interests you have in any business that competes or may compete with the business of the company or its subsidiaries, and also keep the Company continuously informed of any changes to such arrangements;
- (x) promptly inform the Company, to the extent permitted by the relevant laws, regulations, rules, and policies, if you no longer meet the qualifications to serve as an independent non-executive director of the Company under the Listing Rules, the PRC Company Law, the Articles, or other applicable laws and regulations or rules. If the Board or the Stock Exchange determines that you no longer meet the qualifications to serve as an independent non-executive director and informs you of this, your position as an independent non-executive director of the company shall be automatically terminated, and you shall resign from your position as an independent non-executive director of the company.

3.2 The director agrees to work at such location as the Board may from time to time require the director to base himself, and to attend board meetings at such location as notified by the Company from time to time.

3.3 The director shall report to the Board directly.

COMPANY’S DUTIES

- 3.4 The Company shall, upon reasonable request from time to time, disclose to you information regarding the Company's (including all its subsidiaries) business, financial condition, and affairs, as well as details of any actual or potential significant changes.

4. REMUNERATION

4.1 Director's Fee

During the period of your service as an independent non-executive director of the Company, you will be entitled to a service fee payable by the Company, which shall be RMB120,000 per annum and will be paid to you in equal monthly instalments. Such director's service fee will be reviewed annually by the remuneration committee of the Board.

In addition to the described above, the Company shall reimburse you for reasonable actual expenses incurred in the performance of your duties, such as travel, accommodation, and airfare, in accordance with the Company's internal standards and procedures.

4.2 Bonus

The Company may, in its sole discretion, consider and pay the director a bonus of such amount as the Board may determine in light of the Company's business performance and the director's individual performance after confirmation with the Remuneration Committee (if applicable).

4.3 Share Based Compensation

The director is entitled to join the Company's share options and/or share award programme, in the form of share options, restricted share units or any other forms share incentivization. The Company may, in its sole discretion, grant share-based awards to the director from time to time, as determined by the Board in accordance with the terms of the current share incentivization plan(s), accordingly such share-based compensation is part of the director's remuneration.

5. INSURANCE

- 5.1 During your term of your Appointment, the Company will obtain appropriate directors' liability insurance for you.

6. CONFIDENTIALITY

- 6.1 You shall not disclose or use any confidential information regarding the business and financial affairs of the Company, its subsidiaries, or other affiliated companies to any third party during your term and for one year thereafter (whether for your own benefit or for the benefit of your relatives and their respective contacts), and you shall make every effort to avoid its disclosure or it being made public, except (i) with the prior written consent of the Company; (ii) for disclosures necessary to perform your duties as a director to relevant employees of the Company, its subsidiaries, or affiliated companies, or to professional consultants, other advisors, or agents employed or retained by the Company or its subsidiaries (provided such entities have committed to the same confidentiality obligations); or (iii) as required by relevant laws or regulatory authorities.
- 6.2 If you are required to disclose any confidential information by law or any relevant regulatory authority, you shall, to the extent practicable and lawful, promptly notify the Company in writing of the timing and content of such disclosure prior to it occurring, and shall make reasonable efforts to assist the Company in challenging the validity of such requests.

7. CONFLICT OF INTERESTS

- 7.1 The Company acknowledges and accepts that you may have commercial interests and/or fiduciary responsibilities in entities outside of the Company. If you become aware of any potential conflicts of interest concerning the Company's business, you shall promptly disclose such conflicts to the board and its executive directors as soon as they become apparent, and you shall abstain from participating in any board decisions related to those matters.

8. MISCELLANEOUS

- 8.1 Any notice issued under this Appointment Letter must be made in writing. Notices sent to the Company should be addressed to the Company's address and marked for the attention of the Company Secretary. Notices sent to you may be delivered to you personally or sent to your most recently known address. Except for personal delivery, notices shall be deemed to be served at the time of completion of normal posting or transmission processes.
- 8.2 No provision contained in this Appointment Letter shall be construed as creating any relationship of employer and employee between the Company and you, and this

Appointment Letter shall have no such effect. You shall not dispute this understanding.

- 8.3 This Appointment Letter constitutes the entire agreement and understanding between the parties and supersedes all other agreements (both oral and in writing) between the Company and the director (other than those expressly referred to herein). The director acknowledges that she has not entered into this Appointment Letter in reliance upon any representation, warranty or undertaking which is not set out in this Appointment Letter or expressly referred to in it as forming part of the director's contract of employment.
- 8.4 This Appointment Letter is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 8.5 This Appointment Letter is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 8.6 All disputes, controversies or claims arising out of or in connection with this Appointment Letter, including the breach, termination or invalidity of this Appointment Letter, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The place of arbitration shall be Hong Kong, and the arbitral tribunal shall consist of one (1) arbitrator. The arbitration proceedings shall be conducted in English. The arbitration procedures specified in this Appointment Letter shall be the sole and exclusive method of dispute resolution for any disputes arising from or related to this Appointment Letter; however, if a party believes it is necessary to avoid irreparable harm or loss, it may seek preliminary injunctions or other interim judicial relief from a court with jurisdiction over the other party. Except for such actions, the parties shall continue to participate in the arbitration process as agreed in good faith. The decision of the arbitration institution shall be final and binding on all parties.

SIGNED by

Name: Li Shihong (李诗鸿)

李诗鸿

SIGNED by

Name: Lin Zhe (林喆)

Title: Executive Director

for and on behalf of **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份
有限公司)



[Signature page to the appointment letter for independent non-executive director]

SHANGHAI SUNMI TECHNOLOGY CO., LTD.

(上海商米科技集团股份有限公司)

Wang Xia (王霞)

APPOINTMENT LETTER

FOR INDEPENDENT NON-EXECUTIVE DIRECTOR

THIS APPOINTMENT LETTER is made and entered into on April 17, 2026

BETWEEN

- (1) **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份有限公司), whose registered office is at Floor 6, Building 7, No. 388, Songhu Road, Yangpu District, Shanghai, PRC (the “**Company**”); and
- (2) **Wang Xia (王霞)** of Room 201, No. 24, Lane 788, Wanyuan Road, Minhang District, Shanghai, PRC (the “**Director**”).

IT IS AGREED as follows:

1. DEFINITIONS

Articles means the amended and restated articles of association of the Company to be adopted by the Company prior to and in connection with the proposed listing of the H Shares of the Company on the Main Board of the Exchange;

Associates has the meaning given to it in the Listing Rules;

Companies Ordinance means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

Board means the board of directors of the Company or a duly constituted committee of the board of directors;

Appointment means the director’s appointment in accordance with the terms and conditions of this Appointment Letter;

Exchange means the Stock Exchange of Hong Kong Limited;

Group means the Company, its subsidiaries (as defined in the Companies Ordinance) and its Associates;

H Shares means listed Class B Ordinary Share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and to be listed on the Exchange;

Group Company means the Company or any of the subsidiaries or Associates of the Company;

Hong Kong means the Hong Kong Special Administrative Region of the People’s Republic of China;

Listing Rules means the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited;

PRC Company Law mean the Company Law of the PRC (《中華人民共和國公司法》), as amended, supplemented or otherwise modified from time to time;

Securities has the meaning given to it by section 7(c) of Appendix 10 to the Listing Rules; and

SFO means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

2. JOB DESCRIPTION AND TERMINATION

JOB DESCRIPTION

- 2.1 The director shall be appointed by the Company as an independent non-executive director, or in such other capacity, consistent with her status and seniority, to which she may be lawfully assigned by the Board from time to time.
- 2.2 You hereby represent and warrant to the company that as of the date of signing this Appointment Letter, you meet the requirements for independent non-executive directors as set out in the Listing Rules. In particular, Listing Rule 3.13 requires disclosure of the confirmation of independence in the Prospectus.
- 2.3 The term of the Appointment shall begin from the date on which trading in the Company's securities commences on the Stock Exchange (i.e. the Listing Date) and the term shall be three years, unless and until it is terminated according to the terms of this Appointment Letter or by either party giving to the other not less than three (3) months' prior notice, except in circumstances set out in Clause 2.3 below. and subject to re-election as and when required under the Articles.

TERMINATION

- 2.4 You acknowledge that under the Articles, the office of a director of the Company is liable to be vacated in certain circumstances. Your appointment shall automatically terminate under the following circumstances, without the need for notice or compensation:
- (i) you no longer meet the qualifications to serve as a director under the Articles, PRC Company Law, Listing Rules, or other applicable laws and regulations; or
 - (ii) you vacate your position as a director due to rotation as stipulated in the Articles or PRC Company Law; or
 - (iii) any subsequent change in circumstances that may affect your independence as

an independent non-executive director of the Company, or;

- (iv) you fail to be re-elected as a director when you stand for re-election; or
- (v) if you engage in any significant misconduct or serious or repeated breaches of the duties owed by directors to the Company, or if you undertake actions that the Company believes may harm the reputation of the Company or any of its subsidiaries, the Company may terminate this Appointment Letter with seven days' prior written notice if you fail to remedy the situation within seven days of receiving a written request for correction; or

The termination of your appointment pursuant to Clause 2.3 shall not affect any rights accrued by either party prior to such termination. However, you shall not be entitled to any severance compensation, and the company shall not be liable to pay you any fees for the unexpired portion of your term.

- 2.5 Upon termination of your appointment, you shall promptly destroy or return to the company all documents, materials (including copies), and other property that belong to the company or any of its subsidiaries or are related to them, which are in your possession or control and were prepared or delivered to you during your term, without retaining any copies or electronic information.

3. YOUR DUTIES AND THE COMPANY'S DUTIES

YOUR DUTIES

3.1 During the term of the Appointment, the director will:

- (i) perform all such duties and exercise all such powers as are lawfully and properly assigned to her from time to time by the Board, whether such duties or powers relate to the Company or any Company in the Group;
- (ii) comply with all directions lawfully and properly given to her by the Board;
- (iii) use her best endeavours to protect and promote the interests of the Company;
- (iv) devote sufficient time, attention, skill and ability to discharge the duties of her office as an independent non-executive director of the Company;
- (v) keep the Board fully informed of her actions and report to the Board in relation to her management of the Company in such manner as the Board may from time to time determine;
- (vi) in pursuance of her duties hereunder perform such services for the Group

and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require provided the same are consistent with her office;

- (vii) comply with the requirements stipulated by the PRC Company Law, and the Articles, and comply with all applicable laws and regulations, including but not limited to the SFO, the Companies Ordinance and the Hong Kong Code on Takeovers and Mergers;
- (viii) comply with the Listing Rules (as amended from time to time), including but not limited to the provisions in Chapter 3 of the Listing Rules, the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules (“**Model Code for Securities Transactions**”) and the Corporate Governance Code and Corporate Governance Report (the “**Corporate Governance Code**”) as set out in Appendix C1 to the Listing Rules;
- (ix) disclose to the Company, to the extent permitted by the relevant laws, regulations, rules, and policies all other directorships and any other (direct or indirect) interests, employment relationships, consultancy relationships, or connections, including all shareholdings that must be disclosed under the Ordinance, as well as any interests you have in any business that competes or may compete with the business of the company or its subsidiaries, and also keep the Company continuously informed of any changes to such arrangements;
- (x) promptly inform the Company, to the extent permitted by the relevant laws, regulations, rules, and policies, if you no longer meet the qualifications to serve as an independent non-executive director of the Company under the Listing Rules, the PRC Company Law, the Articles, or other applicable laws and regulations or rules. If the Board or the Stock Exchange determines that you no longer meet the qualifications to serve as an independent non-executive director and informs you of this, your position as an independent non-executive director of the company shall be automatically terminated, and you shall resign from your position as an independent non-executive director of the company.

3.2 The director agrees to work at such location as the Board may from time to time require the director to base herself, and to attend board meetings at such location as notified by the Company from time to time.

3.3 The director shall report to the Board directly.

COMPANY’S DUTIES

- 3.4 The Company shall, upon reasonable request from time to time, disclose to you information regarding the Company's (including all its subsidiaries) business, financial condition, and affairs, as well as details of any actual or potential significant changes.

4. REMUNERATION

4.1 Director's Fee

During the period of your service as an independent non-executive director of the Company, you will be entitled to a service fee payable by the Company, which shall be RMB120,000 per annum and will be paid to you in equal monthly instalments. Such director's service fee will be reviewed annually by the remuneration committee of the Board.

In addition to the described above, the Company shall reimburse you for reasonable actual expenses incurred in the performance of your duties, such as travel, accommodation, and airfare, in accordance with the Company's internal standards and procedures.

4.2 Bonus

The Company may, in its sole discretion, consider and pay the director a bonus of such amount as the Board may determine in light of the Company's business performance and the director's individual performance after confirmation with the Remuneration Committee (if applicable).

4.3 Share Based Compensation

The director is entitled to join the Company's share options and/or share award programme, in the form of share options, restricted share units or any other forms share incentivization. The Company may, in its sole discretion, grant share-based awards to the director from time to time, as determined by the Board in accordance with the terms of the current share incentivization plan(s), accordingly such share-based compensation is part of the director's remuneration.

5. INSURANCE

- 5.1 During your term of your Appointment, the Company will obtain appropriate directors' liability insurance for you.

6. CONFIDENTIALITY

- 6.1 You shall not disclose or use any confidential information regarding the business and financial affairs of the Company, its subsidiaries, or other affiliated companies to any third party during your term and for one year thereafter (whether for your own benefit or for the benefit of your relatives and their respective contacts), and you shall make every effort to avoid its disclosure or it being made public, except (i) with the prior written consent of the Company; (ii) for disclosures necessary to perform your duties as a director to relevant employees of the Company, its subsidiaries, or affiliated companies, or to professional consultants, other advisors, or agents employed or retained by the Company or its subsidiaries (provided such entities have committed to the same confidentiality obligations); or (iii) as required by relevant laws or regulatory authorities.
- 6.2 If you are required to disclose any confidential information by law or any relevant regulatory authority, you shall, to the extent practicable and lawful, promptly notify the Company in writing of the timing and content of such disclosure prior to it occurring, and shall make reasonable efforts to assist the Company in challenging the validity of such requests.

7. CONFLICT OF INTERESTS

- 7.1 The Company acknowledges and accepts that you may have commercial interests and/or fiduciary responsibilities in entities outside of the Company. If you become aware of any potential conflicts of interest concerning the Company's business, you shall promptly disclose such conflicts to the board and its executive directors as soon as they become apparent, and you shall abstain from participating in any board decisions related to those matters.

8. MISCELLANEOUS

- 8.1 Any notice issued under this Appointment Letter must be made in writing. Notices sent to the Company should be addressed to the Company's address and marked for the attention of the Company Secretary. Notices sent to you may be delivered to you personally or sent to your most recently known address. Except for personal delivery, notices shall be deemed to be served at the time of completion of normal posting or transmission processes.
- 8.2 No provision contained in this Appointment Letter shall be construed as creating any relationship of employer and employee between the Company and you, and this

Appointment Letter shall have no such effect. You shall not dispute this understanding.

- 8.3 This Appointment Letter constitutes the entire agreement and understanding between the parties and supersedes all other agreements (both oral and in writing) between the Company and the director (other than those expressly referred to herein). The director acknowledges that she has not entered into this Appointment Letter in reliance upon any representation, warranty or undertaking which is not set out in this Appointment Letter or expressly referred to in it as forming part of the director's contract of employment.
- 8.4 This Appointment Letter is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 8.5 This Appointment Letter is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 8.6 All disputes, controversies or claims arising out of or in connection with this Appointment Letter, including the breach, termination or invalidity of this Appointment Letter, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The place of arbitration shall be Hong Kong, and the arbitral tribunal shall consist of one (1) arbitrator. The arbitration proceedings shall be conducted in English. The arbitration procedures specified in this Appointment Letter shall be the sole and exclusive method of dispute resolution for any disputes arising from or related to this Appointment Letter; however, if a party believes it is necessary to avoid irreparable harm or loss, it may seek preliminary injunctions or other interim judicial relief from a court with jurisdiction over the other party. Except for such actions, the parties shall continue to participate in the arbitration process as agreed in good faith. The decision of the arbitration institution shall be final and binding on all parties.

SIGNED by

Name: Wang Xia (王霞)

王霞

[Signature page to the appointment letter for independent non-executive director]

SIGNED by

Name: Lin Zhe (林喆)

Title: Executive Director

for and on behalf of **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份
有限公司)



[Signature page to the appointment letter for independent non-executive director]

SHANGHAI SUNMI TECHNOLOGY CO., LTD.

(上海商米科技集团股份有限公司)

Poon Wing Shing, Anthony (潘永诚)



APPOINTMENT LETTER

FOR INDEPENDENT NON-EXECUTIVE DIRECTOR



THIS APPOINTMENT LETTER is made and entered into on April 17, 2026

BETWEEN

- (1) **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份有限公司), whose registered office is at Floor 6, Building 7, No. 388, Songhu Road, Yangpu District, Shanghai, PRC (the “**Company**”); and
- (2) **Poon Wing Shing, Anthony** (潘永诚) of Room 6A, Tower 1, Tregunter, 14 Tregunter Path, Mid-Levels, Central, Hong Kong (the “**Director**”).

IT IS AGREED as follows:

1. DEFINITIONS

Articles means the amended and restated articles of association of the Company to be adopted by the Company prior to and in connection with the proposed listing of the H Shares of the Company on the Main Board of the Exchange;

Associates has the meaning given to it in the Listing Rules;

Companies Ordinance means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

Board means the board of directors of the Company or a duly constituted committee of the board of directors;

Appointment means the director’s appointment in accordance with the terms and conditions of this Appointment Letter;

Exchange means the Stock Exchange of Hong Kong Limited;

Group means the Company, its subsidiaries (as defined in the Companies Ordinance) and its Associates;

H Shares means listed Class B Ordinary Share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and to be listed on the Exchange;

Group Company means the Company or any of the subsidiaries or Associates of the Company;

Hong Kong means the Hong Kong Special Administrative Region of the People’s Republic of China;

Listing Rules means the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited;

PRC Company Law mean the Company Law of the PRC (《中華人民共和國公司法》), as amended, supplemented or otherwise modified from time to time;

Securities has the meaning given to it by section 7(c) of Appendix 10 to the Listing Rules; and

SFO means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

2. JOB DESCRIPTION AND TERMINATION

JOB DESCRIPTION

- 2.1 The director shall be appointed by the Company as an independent non-executive director, or in such other capacity, consistent with his status and seniority, to which she may be lawfully assigned by the Board from time to time.
- 2.2 You hereby represent and warrant to the company that as of the date of signing this Appointment Letter, you meet the requirements for independent non-executive directors as set out in the Listing Rules. In particular, Listing Rule 3.13 requires disclosure of the confirmation of independence in the Prospectus.
- 2.3 The term of the Appointment shall begin from the date on which trading in the Company's securities commences on the Stock Exchange (i.e. the Listing Date) and the term shall be three years, unless and until it is terminated according to the terms of this Appointment Letter or by either party giving to the other not less than three (3) months' prior notice, except in circumstances set out in Clause 2.3 below. and subject to re-election as and when required under the Articles.

TERMINATION

- 2.4 You acknowledge that under the Articles, the office of a director of the Company is liable to be vacated in certain circumstances. Your appointment shall automatically terminate under the following circumstances, without the need for notice or compensation:
- (i) you no longer meet the qualifications to serve as a director under the Articles, PRC Company Law, Listing Rules, or other applicable laws and regulations; or
 - (ii) you vacate your position as a director due to rotation as stipulated in the Articles or PRC Company Law; or
 - (iii) any subsequent change in circumstances that may affect your independence as

an independent non-executive director of the Company, or;

- (iv) you fail to be re-elected as a director when you stand for re-election; or
- (v) if you engage in any significant misconduct or serious or repeated breaches of the duties owed by directors to the Company, or if you undertake actions that the Company believes may harm the reputation of the Company or any of its subsidiaries, the Company may terminate this Appointment Letter with seven days' prior written notice if you fail to remedy the situation within seven days of receiving a written request for correction; or

The termination of your appointment pursuant to Clause 2.3 shall not affect any rights accrued by either party prior to such termination. However, you shall not be entitled to any severance compensation, and the company shall not be liable to pay you any fees for the unexpired portion of your term.

- 2.5 Upon termination of your appointment, you shall promptly destroy or return to the company all documents, materials (including copies), and other property that belong to the company or any of its subsidiaries or are related to them, which are in your possession or control and were prepared or delivered to you during your term, without retaining any copies or electronic information.

3. YOUR DUTIES AND THE COMPANY'S DUTIES

YOUR DUTIES

3.1 During the term of the Appointment, the director will:

- (i) perform all such duties and exercise all such powers as are lawfully and properly assigned to him from time to time by the Board, whether such duties or powers relate to the Company or any Company in the Group;
- (ii) comply with all directions lawfully and properly given to him by the Board;
- (iii) use his best endeavours to protect and promote the interests of the Company;
- (iv) devote sufficient time, attention, skill and ability to discharge the duties of his office as an independent non-executive director of the Company;
- (v) keep the Board fully informed of his actions and report to the Board in relation to his management of the Company in such manner as the Board may from time to time determine;
- (vi) in pursuance of his duties hereunder perform such services for the Group

and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require provided the same are consistent with his office;

- (vii) comply with the requirements stipulated by the PRC Company Law, and the Articles, and comply with all applicable laws and regulations, including but not limited to the SFO, the Companies Ordinance and the Hong Kong Code on Takeovers and Mergers;
- (viii) comply with the Listing Rules (as amended from time to time), including but not limited to the provisions in Chapter 3 of the Listing Rules, the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules (“**Model Code for Securities Transactions**”) and the Corporate Governance Code and Corporate Governance Report (the “**Corporate Governance Code**”) as set out in Appendix C1 to the Listing Rules;
- (ix) disclose to the Company, to the extent permitted by the relevant laws, regulations, rules, and policies all other directorships and any other (direct or indirect) interests, employment relationships, consultancy relationships, or connections, including all shareholdings that must be disclosed under the Ordinance, as well as any interests you have in any business that competes or may compete with the business of the company or its subsidiaries, and also keep the Company continuously informed of any changes to such arrangements;
- (x) promptly inform the Company, to the extent permitted by the relevant laws, regulations, rules, and policies, if you no longer meet the qualifications to serve as an independent non-executive director of the Company under the Listing Rules, the PRC Company Law, the Articles, or other applicable laws and regulations or rules. If the Board or the Stock Exchange determines that you no longer meet the qualifications to serve as an independent non-executive director and informs you of this, your position as an independent non-executive director of the company shall be automatically terminated, and you shall resign from your position as an independent non-executive director of the company.

3.2 The director agrees to work at such location as the Board may from time to time require the director to base himself, and to attend board meetings at such location as notified by the Company from time to time.

3.3 The director shall report to the Board directly.

COMPANY’S DUTIES

3.4 The Company shall, upon reasonable request from time to time, disclose to you information regarding the Company's (including all its subsidiaries) business, financial condition, and affairs, as well as details of any actual or potential significant changes.

4. REMUNERATION

4.1 Director's Fee

During the period of your service as an independent non-executive director of the Company, you will be entitled to a service fee payable by the Company, which shall be RMB120,000 per annum and will be paid to you in equal monthly instalments. Such director's service fee will be reviewed annually by the remuneration committee of the Board.

In addition to the described above, the Company shall reimburse you for reasonable actual expenses incurred in the performance of your duties, such as travel, accommodation, and airfare, in accordance with the Company's internal standards and procedures.

4.2 Bonus

The Company may, in its sole discretion, consider and pay the director a bonus of such amount as the Board may determine in light of the Company's business performance and the director's individual performance after confirmation with the Remuneration Committee (if applicable).

4.3 Share Based Compensation

The director is entitled to join the Company's share options and/or share award programme, in the form of share options, restricted share units or any other forms share incentivization. The Company may, in its sole discretion, grant share-based awards to the director from time to time, as determined by the Board in accordance with the terms of the current share incentivization plan(s), accordingly such share-based compensation is part of the director's remuneration.

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5.1 During your term of your Appointment, the Company will obtain appropriate directors' liability insurance for you.

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- 6.2 If you are required to disclose any confidential information by law or any relevant regulatory authority, you shall, to the extent practicable and lawful, promptly notify the Company in writing of the timing and content of such disclosure prior to it occurring, and shall make reasonable efforts to assist the Company in challenging the validity of such requests.

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SIGNED by

Name: Poon Wing Shing, Anthony(潘永誠)



SIGNED by

Name: Lin Zhe (林喆)

Title: Executive Director

for and on behalf of **Shanghai Sunmi Technology Co., Ltd.** (上海商米科技集团股份
有限公司)



[Signature page to the appointment letter for independent non-executive director]