

**RAINMED MEDICAL LIMITED**  
(潤邁德醫療有限公司)

**EXECUTIVE DIRECTOR SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered into on June 18, 2022

**BETWEEN**

- (1) Rainmed Medical Limited, a company incorporated in the Cayman Islands with limited liability whose registered office is at Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands (the “**Company**”, together with its subsidiaries, the “**Group**”); and
- (2) Huo Yunfei (霍雲飛), an individual whose address is No. 203, Gate 2, Building 104, Century Oriental Garden, Chaoyang District, Beijing, PRC (the “**Director**”).

**WHEREAS** the Company has agreed to appoint the Director and the Director has agreed to serve the Company as an executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

**1. Appointment**

- 1.1 The Company acknowledges that the Director was designated as an executive director of the Company on December 10, 2021 and has served as an executive director since then. The Director shall well and faithfully serve the Company as an executive director of the Company and to carry out his duties hereunder subject to and upon the terms set out below.
- 1.2 Subject to the provisions for termination set out in Clause 6, this service agreement shall have a term of three (3) years from December 10, 2021 (subject always to re-election as and when required under the articles of association of the Company (as may be amended from time to time) (the “**Articles**”) and applicable laws and regulations).
- 1.3 This service agreement and the Director’s appointment hereunder are subject at all times to the Articles, the ongoing requirements under the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) (the “**Listing Rules**”) (including without limitation Rules 3.08 and 3.09 of the Listing Rules) and any other applicable laws and regulations. The Director acknowledges that a director of the Company shall retire by rotation in accordance with the requirements set out in the articles of association of the Company (as may be amended from time to time) and the Listing Rules and the office of a director of the Company is liable to be vacated in certain circumstances.
- 1.4 The Director shall be employed by the Company as an executive director, or in such other capacity, consistent with his/her status and seniority, to which he/she may be lawfully assigned by the board of directors of the Company (the “**Board**”) from time to time.

**2. Duties and Responsibilities**

2.1. During the term of service, the Director will:

- (i) perform all such duties and exercise all such powers as are lawfully and properly assigned to him/her from time to time by the Board, whether such duties or powers relate to the Company or any member of the Group;
- (ii) comply with all directions lawfully and properly given to him/her by the Board;
- (iii) use his/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 his/her office as an executive director of the Company;
- (v) keep the Board fully informed of his/her actions and report to the Board in relation to his/her management of the Company in such manner as the Board may from time to time determine;
- (vi) in pursuance of his/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 his/her office; and
- (vii) comply with the requirements of the Listing Rules (including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules and the provisions of the Corporate Governance Code as set out in Appendix 14 to the Listing Rules), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “SFO”) and the director’s duties under common law as well as the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), and the Companies Act (As Revised) of the Cayman Islands (Cap. 22 (Law 3 of 1961)) and all applicable laws and regulatory requirements.

2.2. The Director shall disclose to the Company all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by him/her, including all interests in the shares of the Company as may be required to be disclosed by the Director under the Listing Rules, SFO and other applicable laws and regulations, and all interests in any business or activities which would or is likely to cause the Director to be in conflict of interest with the Group. The Director shall also keep the Board informed on a continuing basis of all changes to such arrangements.

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

2.4. The Director shall report to the Board directly.

### **3. Remuneration and Expenses**

- 3.1. The Director shall be entitled to an annual remuneration of HK\$240,000 during the term of appointment hereunder, which shall be payable to the Director in equal instalments on a quarterly basis on March 31, June 30, September 30 and December 31 (or if such day is not a working day, on the working day falling immediately thereafter) or in such other manner and at such other time as we may from time to time mutually agree. Such remuneration will be reviewed annually by the remuneration committee of the Board.
- 3.2. The Company shall reimburse the Director for all reasonable out-of-pocket expenses properly incurred by the Director in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, provided that the Director provides to the Company all appropriate receipts and vouchers as the Board may require.
- 3.3. The Company may, in its sole discretion, provide to the Director such additional benefits 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 of the Company.
- 3.4. The Director is recommended to seek professional advice on whether the amount of any remuneration payable to you is subject to any tax, including salaries tax, profits tax, capital gains tax, withholding tax and the Director shall be responsible for all such applicable taxes of his/her remuneration and benefits, including Director's fee, bonus, share options and other benefits (if any).

#### **4. Insurance**

- 4.1. To the extent permitted by applicable laws and regulations, the Company will use its reasonable endeavours to obtain appropriate directors and officers liability insurance for the Director's benefit in respect of the performance by the Director of his/her duties during the term of service. Such insurance may not cover claims in which the Director is directly or indirectly interested as the claimant.

#### **5. Restrictions on Securities Dealings**

- 5.1. The Director shall comply with all applicable laws, regulatory requirements and regulations of the Company in relation to dealings in securities of listed issuers and in relation to inside information (including but not limited to the SFO and the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules).

#### **6. Termination**

- 6.1. Either the Company or the Director may terminate the appointment under this agreement at any time by giving to the other party no less than one month notice in writing.
- 6.2. The Company shall be entitled (but is not obliged) to terminate the Director's appointment under this agreement with immediate effect without compensation by summary notice in writing if:

- (i) the Director commits any material breach of his/her obligations and/or undertakings hereunder;
- (ii) the Director becomes bankrupt or has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
- (iii) the Director is prohibited by law or other applicable laws and regulations from being a director of the Company or to fulfil the responsibilities as a director of the Company;
- (iv) the Director is convicted of an indictable offence;
- (v) the Company passes an ordinary resolution removing you from office in accordance with the Articles or applicable laws and regulations;
- (vi) the Director is retired from the office or not re-elected as a director in accordance with the Articles or applicable laws and regulations; or
- (vii) the Director commits any act which would permit the Company to terminate your appointment hereunder under any applicable laws and regulations.

6.3. On the termination of the Director's appointment hereunder (howsoever arising) becoming effective, the Director shall automatically retire from all his/her positions on the Board and any related service or nomination (as applicable) with immediate effect and shall not at any time thereafter represent themselves as a director of the Company or, if applicable, a director of any member of the Group or a person connected with the Company in any respect. Further, the Director shall provide to the Company and the Stock Exchange any information as may be required under the Listing Rules immediately upon such termination.

6.4. Termination of the Director's appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination and the provisions of Clauses 6.3 and 7 to 11 shall continue to apply notwithstanding the termination of this agreement.

## **7. Confidentiality**

7.1. The Director shall not either during the term as an executive director of the Company or at any time thereafter divulge or communicate to any person, or use or employ for his/her own purpose or for any purposes other than those of the Group, or use to the detriment or prejudice of the Group, or disclose to any third party (except to employees or directors of any member of the Group whose province is to know the same for discharging their duties), any trade secret or confidential information concerning the business or affairs of any member of the Group which may come to the Director's knowledge during the term of appointment hereunder (but so that this restriction shall cease to apply to any information which may come into the public domain otherwise than through your fault or wrongdoing or breach of any contractual obligations).

7.2. Upon request by the Company or in any event upon termination of the Director's appointment under this agreement, the Director shall promptly deliver to the Company all lists of clients or customers, books, records, memorandum, reports, correspondences and documents prepared, made or compiled by him/her or delivered to him/her during the appointment as a director of the Company and hand over to the Company's designated department or personnel custody. The Director is not entitled to and shall not retain any copies thereof except with the Company's written consent. Title and copyright in all such documents as aforesaid shall at all time be vest in the relevant member of the Group.

## **8. Restraint on Activities of the Director**

8.1. The Director hereby agrees that, during the term of the appointment under this agreement and for a period of six months after the termination of the appointment hereunder, he/she will not:

- (i) (save with the prior written approval of the Board and save with respect to the Director's current and future duties with affiliates of the Company) in any country or place where any member of the Group has carried on business, engage or be concerned or interested in, directly or indirectly (whether as shareholder, partner, director, employee, consultant, adviser or agent and whether alone or jointly with others), any business carried on by any member of the Group during the continuance of the Director's appointment hereunder, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognized stock exchange);
- (ii) either on his/her own account or in conjunction with or on behalf of any other person, in competition with any member of the Group, directly or indirectly, solicit or entice away business from any person who, at any time during the term of the Director's appointment hereunder, has dealt with any member of the Group or who, at the termination of the Director's appointment hereunder, is in the process of negotiating with any member of the Group, in relation to the business carried on by any member of the Group, and with whom the Director had personal contact or dealings during his/her appointment hereunder;
- (iii) either on his/her own account or in conjunction with or on behalf of any person, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who has during the term of the Director's appointment hereunder been a director, officer, manager, agent, employee or servant of or consultant to any member of the Group and who by reason of such employment is or may be likely to be in possession of any confidential information concerning the business or affairs of any member of the Group; or
- (iv) either on his/her own account or in conjunction with or for any person, solicit or entice or endeavor to solicit or entice away from any member of the Group any director, officer, manager, agent or servant of or consultant to any member

of the Group whether or not such person would commit any breach of his/her contract of employment or services by reason of leaving the service of the relevant member of the Group.

- 8.2. Each of the paragraphs of Clause 8.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.

## **9. Restrictions Reasonable**

- 9.1. While the parties consider the restrictions contained in Clauses 7 and 8 to be reasonable in all the circumstances, it is recognized that such restrictions may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that, if any such restrictions are adjudged to be void for any reason but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

## **10. Miscellaneous**

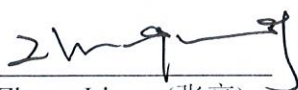
- 10.1. The Director represents and warrants to the Company that he/she will not be in breach of any terms of employment with a third party (whether express or implied) or of any other obligations binding on him/her by reason of entering into this agreement or by performing any duties under this agreement.
- 10.2. If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this agreement, and the validity, legality, enforceability or performance of the remaining provisions of this agreement shall not thereby in any respect be affected or impaired.
- 10.3. This agreement relates solely to the Director's appointment and service as a director of the Company and is not intended to create an employment relationship between the Company and the Director. As such, unless otherwise provided in this agreement or any contract of employment between the Company and the Director or as required by applicable laws, no provision in this agreement shall give rise to any eligibility on the part of the Director to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

## **11. Governing Law and Jurisdiction**

- 11.1. This agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

*[Signature page to follow]*

For and on behalf of  
**Rainmed Medical Limited**  
潤邁德醫療有限公司

  
Zhang Liang (张亮)  
Executive Director

霍云飞

Huo Yunfei (霍云飞)



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(潤邁德醫療有限公司)

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**BETWEEN**

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- (2) Lyu Yonghui (呂永輝), an individual whose address is Room 402, Unit 2, Building No. 17, Ji An Li, Changping District, Beijing, PRC (the “**Director**”).

**WHEREAS** the Company has agreed to appoint the Director and the Director has agreed to serve the Company as an executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

**1. Appointment**

- 1.1 The Company acknowledges that the Director was designated as an executive director of the Company on December 10, 2021 and has served as an executive director since then. The Director shall well and faithfully serve the Company as an executive director of the Company and to carry out his duties hereunder subject to and upon the terms set out below.
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- 1.4 The Director shall be employed by the Company as an executive director, or in such other capacity, consistent with his/her status and seniority, to which he/she may be lawfully assigned by the board of directors of the Company (the “**Board**”) from time to time.

**2. Duties and Responsibilities**

2.1. During the term of service, the Director will:

- (i) perform all such duties and exercise all such powers as are lawfully and properly assigned to him/her from time to time by the Board, whether such duties or powers relate to the Company or any member of the Group;
- (ii) comply with all directions lawfully and properly given to him/her by the Board;
- (iii) use his/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 his/her office as an executive director of the Company;
- (v) keep the Board fully informed of his/her actions and report to the Board in relation to his/her management of the Company in such manner as the Board may from time to time determine;
- (vi) in pursuance of his/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 his/her office; and
- (vii) comply with the requirements of the Listing Rules (including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules and the provisions of the Corporate Governance Code as set out in Appendix 14 to the Listing Rules), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “SFO”) and the director’s duties under common law as well as the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), and the Companies Act (As Revised) of the Cayman Islands (Cap. 22 (Law 3 of 1961)) and all applicable laws and regulatory requirements.

2.2. The Director shall disclose to the Company all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by him/her, including all interests in the shares of the Company as may be required to be disclosed by the Director under the Listing Rules, SFO and other applicable laws and regulations, and all interests in any business or activities which would or is likely to cause the Director to be in conflict of interest with the Group. The Director shall also keep the Board informed on a continuing basis of all changes to such arrangements.

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- 3.2. The Company shall reimburse the Director for all reasonable out-of-pocket expenses properly incurred by the Director in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, provided that the Director provides to the Company all appropriate receipts and vouchers as the Board may require.
- 3.3. The Company may, in its sole discretion, provide to the Director such additional benefits 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 of the Company.
- 3.4. The Director is recommended to seek professional advice on whether the amount of any remuneration payable to you is subject to any tax, including salaries tax, profits tax, capital gains tax, withholding tax and the Director shall be responsible for all such applicable taxes of his/her remuneration and benefits, including Director's fee, bonus, share options and other benefits (if any).

#### **4. Insurance**

- 4.1. To the extent permitted by applicable laws and regulations, the Company will use its reasonable endeavours to obtain appropriate directors and officers liability insurance for the Director's benefit in respect of the performance by the Director of his/her duties during the term of service. Such insurance may not cover claims in which the Director is directly or indirectly interested as the claimant.

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#### **6. Termination**

- 6.1. Either the Company or the Director may terminate the appointment under this agreement at any time by giving to the other party no less than one month notice in writing.
- 6.2. The Company shall be entitled (but is not obliged) to terminate the Director's appointment under this agreement with immediate effect without compensation by summary notice in writing if:

- (i) the Director commits any material breach of his/her obligations and/or undertakings hereunder;
- (ii) the Director becomes bankrupt or has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
- (iii) the Director is prohibited by law or other applicable laws and regulations from being a director of the Company or to fulfil the responsibilities as a director of the Company;
- (iv) the Director is convicted of an indictable offence;
- (v) the Company passes an ordinary resolution removing you from office in accordance with the Articles or applicable laws and regulations;
- (vi) the Director is retired from the office or not re-elected as a director in accordance with the Articles or applicable laws and regulations; or
- (vii) the Director commits any act which would permit the Company to terminate your appointment hereunder under any applicable laws and regulations.

6.3. On the termination of the Director's appointment hereunder (howsoever arising) becoming effective, the Director shall automatically retire from all his/her positions on the Board and any related service or nomination (as applicable) with immediate effect and shall not at any time thereafter represent themselves as a director of the Company or, if applicable, a director of any member of the Group or a person connected with the Company in any respect. Further, the Director shall provide to the Company and the Stock Exchange any information as may be required under the Listing Rules immediately upon such termination.

6.4. Termination of the Director's appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination and the provisions of Clauses 6.3 and 7 to 11 shall continue to apply notwithstanding the termination of this agreement.

## **7. Confidentiality**

7.1. The Director shall not either during the term as an executive director of the Company or at any time thereafter divulge or communicate to any person, or use or employ for his/her own purpose or for any purposes other than those of the Group, or use to the detriment or prejudice of the Group, or disclose to any third party (except to employees or directors of any member of the Group whose province is to know the same for discharging their duties), any trade secret or confidential information concerning the business or affairs of any member of the Group which may come to the Director's knowledge during the term of appointment hereunder (but so that this restriction shall cease to apply to any information which may come into the public domain otherwise than through your fault or wrongdoing or breach of any contractual obligations).

7.2. Upon request by the Company or in any event upon termination of the Director's appointment under this agreement, the Director shall promptly deliver to the Company all lists of clients or customers, books, records, memorandum, reports, correspondences and documents prepared, made or compiled by him/her or delivered to him/her during the appointment as a director of the Company and hand over to the Company's designated department or personnel custody. The Director is not entitled to and shall not retain any copies thereof except with the Company's written consent. Title and copyright in all such documents as aforesaid shall at all time be vest in the relevant member of the Group.

## **8. Restraint on Activities of the Director**

8.1. The Director hereby agrees that, during the term of the appointment under this agreement and for a period of six months after the termination of the appointment hereunder, he/she will not:

- (i) (save with the prior written approval of the Board and save with respect to the Director's current and future duties with affiliates of the Company) in any country or place where any member of the Group has carried on business, engage or be concerned or interested in, directly or indirectly (whether as shareholder, partner, director, employee, consultant, adviser or agent and whether alone or jointly with others), any business carried on by any member of the Group during the continuance of the Director's appointment hereunder, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognized stock exchange);
- (ii) either on his/her own account or in conjunction with or on behalf of any other person, in competition with any member of the Group, directly or indirectly, solicit or entice away business from any person who, at any time during the term of the Director's appointment hereunder, has dealt with any member of the Group or who, at the termination of the Director's appointment hereunder, is in the process of negotiating with any member of the Group, in relation to the business carried on by any member of the Group, and with whom the Director had personal contact or dealings during his/her appointment hereunder;
- (iii) either on his/her own account or in conjunction with or on behalf of any person, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who has during the term of the Director's appointment hereunder been a director, officer, manager, agent, employee or servant of or consultant to any member of the Group and who by reason of such employment is or may be likely to be in possession of any confidential information concerning the business or affairs of any member of the Group; or
- (iv) either on his/her own account or in conjunction with or for any person, solicit or entice or endeavor to solicit or entice away from any member of the Group any director, officer, manager, agent or servant of or consultant to any member

of the Group whether or not such person would commit any breach of his/her contract of employment or services by reason of leaving the service of the relevant member of the Group.

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## **9. Restrictions Reasonable**

- 9.1. While the parties consider the restrictions contained in Clauses 7 and 8 to be reasonable in all the circumstances, it is recognized that such restrictions may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that, if any such restrictions are adjudged to be void for any reason but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

## **10. Miscellaneous**

- 10.1. The Director represents and warrants to the Company that he/she will not be in breach of any terms of employment with a third party (whether express or implied) or of any other obligations binding on him/her by reason of entering into this agreement or by performing any duties under this agreement.
- 10.2. If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this agreement, and the validity, legality, enforceability or performance of the remaining provisions of this agreement shall not thereby in any respect be affected or impaired.
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## **11. Governing Law and Jurisdiction**

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*[Signature page to follow]*

For and on behalf of  
**Rainmed Medical Limited**  
潤邁德醫療有限公司



---

Huo Yunfei (霍云飞)  
Executive Director



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Lyu Yonghui (吕永辉)



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- (2) Zhang Liang (張亮), an individual whose address is Room 706, Unit 3, Building 11-1, Honglang Second Village, XIX District, Xin’an Street, Bo’an District, Shenzhen, Guangdong Province, PRC (the “**Director**”).

**WHEREAS** the Company has agreed to appoint the Director and the Director has agreed to serve the Company as an executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

**1. Appointment**

- 1.1 The Company acknowledges that the Director was designated as an executive director of the Company on December 10, 2021 and has served as an executive director since then. The Director shall well and faithfully serve the Company as an executive director of the Company and to carry out his duties hereunder subject to and upon the terms set out below.
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## **2. Duties and Responsibilities**

2.1. During the term of service, the Director will:

- (i) perform all such duties and exercise all such powers as are lawfully and properly assigned to him/her from time to time by the Board, whether such duties or powers relate to the Company or any member of the Group;
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- (v) keep the Board fully informed of his/her actions and report to the Board in relation to his/her management of the Company in such manner as the Board may from time to time determine;
- (vi) in pursuance of his/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 his/her office; and
- (vii) comply with the requirements of the Listing Rules (including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules and the provisions of the Corporate Governance Code as set out in Appendix 14 to the Listing Rules), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “SFO”) and the director’s duties under common law as well as the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), and the Companies Act (As Revised) of the Cayman Islands (Cap. 22 (Law 3 of 1961)) and all applicable laws and regulatory requirements.

2.2. The Director shall disclose to the Company all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by him/her, including all interests in the shares of the Company as may be required to be disclosed by the Director under the Listing Rules, SFO and other applicable laws and regulations, and all interests in any business or activities which would or is likely to cause the Director to be in conflict of interest with the Group. The Director shall also keep the Board informed on a continuing basis of all changes to such arrangements.

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

2.4. The Director shall report to the Board directly.

## **3. Remuneration and Expenses**

- 3.1. The Director shall be entitled to an annual remuneration of HK\$240,000 during the term of appointment hereunder, which shall be payable to the Director in equal instalments on a quarterly basis on March 31, June 30, September 30 and December 31 (or if such day is not a working day, on the working day falling immediately thereafter) or in such other manner and at such other time as we may from time to time mutually agree. Such remuneration will be reviewed annually by the remuneration committee of the Board.
- 3.2. The Company shall reimburse the Director for all reasonable out-of-pocket expenses properly incurred by the Director in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, provided that the Director provides to the Company all appropriate receipts and vouchers as the Board may require.
- 3.3. The Company may, in its sole discretion, provide to the Director such additional benefits 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 of the Company.
- 3.4. The Director is recommended to seek professional advice on whether the amount of any remuneration payable to you is subject to any tax, including salaries tax, profits tax, capital gains tax, withholding tax and the Director shall be responsible for all such applicable taxes of his/her remuneration and benefits, including Director's fee, bonus, share options and other benefits (if any).

#### **4. Insurance**

- 4.1. To the extent permitted by applicable laws and regulations, the Company will use its reasonable endeavours to obtain appropriate directors and officers liability insurance for the Director's benefit in respect of the performance by the Director of his/her duties during the term of service. Such insurance may not cover claims in which the Director is directly or indirectly interested as the claimant.

#### **5. Restrictions on Securities Dealings**

- 5.1. The Director shall comply with all applicable laws, regulatory requirements and regulations of the Company in relation to dealings in securities of listed issuers and in relation to inside information (including but not limited to the SFO and the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules).

#### **6. Termination**

- 6.1. Either the Company or the Director may terminate the appointment under this agreement at any time by giving to the other party no less than one month notice in writing.

- 6.2. The Company shall be entitled (but is not obliged) to terminate the Director's appointment under this agreement with immediate effect without compensation by summary notice in writing if:
- (i) the Director commits any material breach of his/her obligations and/or undertakings hereunder;
  - (ii) the Director becomes bankrupt or has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
  - (iii) the Director is prohibited by law or other applicable laws and regulations from being a director of the Company or to fulfil the responsibilities as a director of the Company;
  - (iv) the Director is convicted of an indictable offence;
  - (v) the Company passes an ordinary resolution removing you from office in accordance with the Articles or applicable laws and regulations;
  - (vi) the Director is retired from the office or not re-elected as a director in accordance with the Articles or applicable laws and regulations; or
  - (vii) the Director commits any act which would permit the Company to terminate your appointment hereunder under any applicable laws and regulations.
- 6.3. On the termination of the Director's appointment hereunder (howsoever arising) becoming effective, the Director shall automatically retire from all his/her positions on the Board and any related service or nomination (as applicable) with immediate effect and shall not at any time thereafter represent themselves as a director of the Company or, if applicable, a director of any member of the Group or a person connected with the Company in any respect. Further, the Director shall provide to the Company and the Stock Exchange any information as may be required under the Listing Rules immediately upon such termination.
- 6.4. Termination of the Director's appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination and the provisions of Clauses 6.3 and 7 to 11 shall continue to apply notwithstanding the termination of this agreement.

## **7. Confidentiality**

- 7.1. The Director shall not either during the term as an executive director of the Company or at any time thereafter divulge or communicate to any person, or use or employ for his/her own purpose or for any purposes other than those of the Group, or use to the detriment or prejudice of the Group, or disclose to any third party (except to employees or directors of any member of the Group whose province is to know the same for discharging their duties), any trade secret or confidential information concerning the business or affairs of any member of the Group which may come to the Director's knowledge during the term of appointment hereunder (but so that this restriction shall cease to apply to any information which may come into the public

domain otherwise than through your fault or wrongdoing or breach of any contractual obligations).

- 7.2. Upon request by the Company or in any event upon termination of the Director's appointment under this agreement, the Director shall promptly deliver to the Company all lists of clients or customers, books, records, memorandum, reports, correspondences and documents prepared, made or compiled by him/her or delivered to him/her during the appointment as a director of the Company and hand over to the Company's designated department or personnel custody. The Director is not entitled to and shall not retain any copies thereof except with the Company's written consent. Title and copyright in all such documents as aforesaid shall at all time be vest in the relevant member of the Group.

## **8. Restraint on Activities of the Director**

- 8.1. The Director hereby agrees that, during the term of the appointment under this agreement and for a period of six months after the termination of the appointment hereunder, he/she will not:
- (i) (save with the prior written approval of the Board and save with respect to the Director's current and future duties with affiliates of the Company) in any country or place where any member of the Group has carried on business, engage or be concerned or interested in, directly or indirectly (whether as shareholder, partner, director, employee, consultant, adviser or agent and whether alone or jointly with others), any business carried on by any member of the Group during the continuance of the Director's appointment hereunder, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognized stock exchange);
  - (ii) either on his/her own account or in conjunction with or on behalf of any other person, in competition with any member of the Group, directly or indirectly, solicit or entice away business from any person who, at any time during the term of the Director's appointment hereunder, has dealt with any member of the Group or who, at the termination of the Director's appointment hereunder, is in the process of negotiating with any member of the Group, in relation to the business carried on by any member of the Group, and with whom the Director had personal contact or dealings during his/her appointment hereunder;
  - (iii) either on his/her own account or in conjunction with or on behalf of any person, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who has during the term of the Director's appointment hereunder been a director, officer, manager, agent, employee or servant of or consultant to any member of the Group and who by reason of such employment is or may be likely to be in possession of any confidential information concerning the business or affairs of any member of the Group; or

- (iv) either on his/her own account or in conjunction with or for any person, solicit or entice or endeavor to solicit or entice away from any member of the Group any director, officer, manager, agent or servant of or consultant to any member of the Group whether or not such person would commit any breach of his/her contract of employment or services by reason of leaving the service of the relevant member of the Group.

8.2. Each of the paragraphs of Clause 8.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.

## **9. Restrictions Reasonable**

9.1. While the parties consider the restrictions contained in Clauses 7 and 8 to be reasonable in all the circumstances, it is recognized that such restrictions may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that, if any such restrictions are adjudged to be void for any reason but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

## **10. Miscellaneous**

10.1. The Director represents and warrants to the Company that he/she will not be in breach of any terms of employment with a third party (whether express or implied) or of any other obligations binding on him/her by reason of entering into this agreement or by performing any duties under this agreement.

10.2. If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this agreement, and the validity, legality, enforceability or performance of the remaining provisions of this agreement shall not thereby in any respect be affected or impaired.

10.3. This agreement relates solely to the Director's appointment and service as a director of the Company and is not intended to create an employment relationship between the Company and the Director. As such, unless otherwise provided in this agreement or any contract of employment between the Company and the Director or as required by applicable laws, no provision in this agreement shall give rise to any eligibility on the part of the Director to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

## **11. Governing Law and Jurisdiction**

11.1. This agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

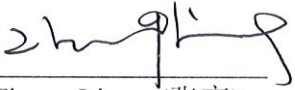
*[Signature page to follow]*

For and on behalf of  
**Rainmed Medical Limited**  
潤邁德醫療有限公司



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Huo Yunfei (霍云飞)  
Executive Director

  
Zhang Liang (张亮)



**RAINMED MEDICAL LIMITED**  
(潤邁德醫療有限公司)

**EXECUTIVE DIRECTOR SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered into on June 18, 2022

**BETWEEN**

- (1) Rainmed Medical Limited, a company incorporated in the Cayman Islands with limited liability whose registered office is at Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands (the “**Company**”, together with its subsidiaries, the “**Group**”); and
- (2) Gu Yang (谷陽), an individual whose address is Room 307, Building 37, Jinyi New Village, Suzhou Industrial Park, Suzhou, Jiangsu Province, PRC (the “**Director**”).

**WHEREAS** the Company has agreed to appoint the Director and the Director has agreed to serve the Company as an executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

**1. Appointment**

- 1.1 The Company acknowledges that the Director was designated as an executive director of the Company on December 10, 2021 and has served as an executive director since then. The Director shall well and faithfully serve the Company as an executive director of the Company and to carry out his duties hereunder subject to and upon the terms set out below.
- 1.2 Subject to the provisions for termination set out in Clause 6, this service agreement shall have a term of three (3) years from December 10, 2021 (subject always to re-election as and when required under the articles of association of the Company (as may be amended from time to time) (the “**Articles**”) and applicable laws and regulations).
- 1.3 This service agreement and the Director’s appointment hereunder are subject at all times to the Articles, the ongoing requirements under the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) (the “**Listing Rules**”) (including without limitation Rules 3.08 and 3.09 of the Listing Rules) and any other applicable laws and regulations. The Director acknowledges that a director of the Company shall retire by rotation in accordance with the requirements set out in the articles of association of the Company (as may be amended from time to time) and the Listing Rules and the office of a director of the Company is liable to be vacated in certain circumstances.
- 1.4 The Director shall be employed by the Company as an executive director, or in such other capacity, consistent with his/her status and seniority, to which he/she may be lawfully assigned by the board of directors of the Company (the “**Board**”) from time to time.

**2. Duties and Responsibilities**

2.1. During the term of service, the Director will:

- (i) perform all such duties and exercise all such powers as are lawfully and properly assigned to him/her from time to time by the Board, whether such duties or powers relate to the Company or any member of the Group;
- (ii) comply with all directions lawfully and properly given to him/her by the Board;
- (iii) use his/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 his/her office as an executive director of the Company;
- (v) keep the Board fully informed of his/her actions and report to the Board in relation to his/her management of the Company in such manner as the Board may from time to time determine;
- (vi) in pursuance of his/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 his/her office; and
- (vii) comply with the requirements of the Listing Rules (including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules and the provisions of the Corporate Governance Code as set out in Appendix 14 to the Listing Rules), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “SFO”) and the director’s duties under common law as well as the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), and the Companies Act (As Revised) of the Cayman Islands (Cap. 22 (Law 3 of 1961)) and all applicable laws and regulatory requirements.

2.2. The Director shall disclose to the Company all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by him/her, including all interests in the shares of the Company as may be required to be disclosed by the Director under the Listing Rules, SFO and other applicable laws and regulations, and all interests in any business or activities which would or is likely to cause the Director to be in conflict of interest with the Group. The Director shall also keep the Board informed on a continuing basis of all changes to such arrangements.

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

2.4. The Director shall report to the Board directly.

### **3. Remuneration and Expenses**

- 3.1. The Director shall be entitled to an annual remuneration of HK\$240,000 during the term of appointment hereunder, which shall be payable to the Director in equal instalments on a quarterly basis on March 31, June 30, September 30 and December 31 (or if such day is not a working day, on the working day falling immediately thereafter) or in such other manner and at such other time as we may from time to time mutually agree. Such remuneration will be reviewed annually by the remuneration committee of the Board.
- 3.2. The Company shall reimburse the Director for all reasonable out-of-pocket expenses properly incurred by the Director in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, provided that the Director provides to the Company all appropriate receipts and vouchers as the Board may require.
- 3.3. The Company may, in its sole discretion, provide to the Director such additional benefits 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 of the Company.
- 3.4. The Director is recommended to seek professional advice on whether the amount of any remuneration payable to you is subject to any tax, including salaries tax, profits tax, capital gains tax, withholding tax and the Director shall be responsible for all such applicable taxes of his/her remuneration and benefits, including Director's fee, bonus, share options and other benefits (if any).

#### **4. Insurance**

- 4.1. To the extent permitted by applicable laws and regulations, the Company will use its reasonable endeavours to obtain appropriate directors and officers liability insurance for the Director's benefit in respect of the performance by the Director of his/her duties during the term of service. Such insurance may not cover claims in which the Director is directly or indirectly interested as the claimant.

#### **5. Restrictions on Securities Dealings**

- 5.1. The Director shall comply with all applicable laws, regulatory requirements and regulations of the Company in relation to dealings in securities of listed issuers and in relation to inside information (including but not limited to the SFO and the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules).

#### **6. Termination**

- 6.1. Either the Company or the Director may terminate the appointment under this agreement at any time by giving to the other party no less than one month notice in writing.
- 6.2. The Company shall be entitled (but is not obliged) to terminate the Director's appointment under this agreement with immediate effect without compensation by summary notice in writing if:

- (i) the Director commits any material breach of his/her obligations and/or undertakings hereunder;
- (ii) the Director becomes bankrupt or has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
- (iii) the Director is prohibited by law or other applicable laws and regulations from being a director of the Company or to fulfil the responsibilities as a director of the Company;
- (iv) the Director is convicted of an indictable offence;
- (v) the Company passes an ordinary resolution removing you from office in accordance with the Articles or applicable laws and regulations;
- (vi) the Director is retired from the office or not re-elected as a director in accordance with the Articles or applicable laws and regulations; or
- (vii) the Director commits any act which would permit the Company to terminate your appointment hereunder under any applicable laws and regulations.

6.3. On the termination of the Director's appointment hereunder (howsoever arising) becoming effective, the Director shall automatically retire from all his/her positions on the Board and any related service or nomination (as applicable) with immediate effect and shall not at any time thereafter represent themselves as a director of the Company or, if applicable, a director of any member of the Group or a person connected with the Company in any respect. Further, the Director shall provide to the Company and the Stock Exchange any information as may be required under the Listing Rules immediately upon such termination.

6.4. Termination of the Director's appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination and the provisions of Clauses 6.3 and 7 to 11 shall continue to apply notwithstanding the termination of this agreement.

## **7. Confidentiality**

7.1. The Director shall not either during the term as an executive director of the Company or at any time thereafter divulge or communicate to any person, or use or employ for his/her own purpose or for any purposes other than those of the Group, or use to the detriment or prejudice of the Group, or disclose to any third party (except to employees or directors of any member of the Group whose province is to know the same for discharging their duties), any trade secret or confidential information concerning the business or affairs of any member of the Group which may come to the Director's knowledge during the term of appointment hereunder (but so that this restriction shall cease to apply to any information which may come into the public domain otherwise than through your fault or wrongdoing or breach of any contractual obligations).

7.2. Upon request by the Company or in any event upon termination of the Director's appointment under this agreement, the Director shall promptly deliver to the Company all lists of clients or customers, books, records, memorandum, reports, correspondences and documents prepared, made or compiled by him/her or delivered to him/her during the appointment as a director of the Company and hand over to the Company's designated department or personnel custody. The Director is not entitled to and shall not retain any copies thereof except with the Company's written consent. Title and copyright in all such documents as aforesaid shall at all time be vest in the relevant member of the Group.

## **8. Restraint on Activities of the Director**

8.1. The Director hereby agrees that, during the term of the appointment under this agreement and for a period of six months after the termination of the appointment hereunder, he/she will not:

- (i) (save with the prior written approval of the Board and save with respect to the Director's current and future duties with affiliates of the Company) in any country or place where any member of the Group has carried on business, engage or be concerned or interested in, directly or indirectly (whether as shareholder, partner, director, employee, consultant, adviser or agent and whether alone or jointly with others), any business carried on by any member of the Group during the continuance of the Director's appointment hereunder, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognized stock exchange);
- (ii) either on his/her own account or in conjunction with or on behalf of any other person, in competition with any member of the Group, directly or indirectly, solicit or entice away business from any person who, at any time during the term of the Director's appointment hereunder, has dealt with any member of the Group or who, at the termination of the Director's appointment hereunder, is in the process of negotiating with any member of the Group, in relation to the business carried on by any member of the Group, and with whom the Director had personal contact or dealings during his/her appointment hereunder;
- (iii) either on his/her own account or in conjunction with or on behalf of any person, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who has during the term of the Director's appointment hereunder been a director, officer, manager, agent, employee or servant of or consultant to any member of the Group and who by reason of such employment is or may be likely to be in possession of any confidential information concerning the business or affairs of any member of the Group; or
- (iv) either on his/her own account or in conjunction with or for any person, solicit or entice or endeavor to solicit or entice away from any member of the Group any director, officer, manager, agent or servant of or consultant to any member

of the Group whether or not such person would commit any breach of his/her contract of employment or services by reason of leaving the service of the relevant member of the Group.

- 8.2. Each of the paragraphs of Clause 8.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.

## **9. Restrictions Reasonable**

- 9.1. While the parties consider the restrictions contained in Clauses 7 and 8 to be reasonable in all the circumstances, it is recognized that such restrictions may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that, if any such restrictions are adjudged to be void for any reason but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

## **10. Miscellaneous**

- 10.1. The Director represents and warrants to the Company that he/she will not be in breach of any terms of employment with a third party (whether express or implied) or of any other obligations binding on him/her by reason of entering into this agreement or by performing any duties under this agreement.
- 10.2. If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this agreement, and the validity, legality, enforceability or performance of the remaining provisions of this agreement shall not thereby in any respect be affected or impaired.
- 10.3. This agreement relates solely to the Director's appointment and service as a director of the Company and is not intended to create an employment relationship between the Company and the Director. As such, unless otherwise provided in this agreement or any contract of employment between the Company and the Director or as required by applicable laws, no provision in this agreement shall give rise to any eligibility on the part of the Director to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

## **11. Governing Law and Jurisdiction**

- 11.1. This agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

*[Signature page to follow]*

For and on behalf of  
**Rainmed Medical Limited**  
潤邁德醫療有限公司



---

Huo Yunfei (霍云飞)  
Executive Director

谷阳

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Gu Yang (谷阳)



**RAINMED MEDICAL LIMITED**  
(潤邁德醫療有限公司)

**NON-EXECUTIVE DIRECTOR SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered into on June 18, 2022

**BETWEEN**

- (1) Rainmed Medical Limited, a company incorporated in the Cayman Islands with limited liability whose registered office is at Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands (the “**Company**”, together with its subsidiaries, the “**Group**”); and
- (2) Wang Lin (王霖), an individual whose address is at Room 701, No. 5 Lane 3338, Jinxiu Road, Pudong New Area, Shanghai, PRC (the “**Director**”).

**WHEREAS** the Company has agreed to appoint the Director and the Director has agreed to serve the Company as a non-executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

**1. Appointment**

- 1.1 The Company acknowledges that the Director was designated as a non-executive director of the Company on December 10, 2021 and has served as a non-executive director since then.
- 1.2 Subject to the provisions for termination set out in Clause 6, this service agreement shall have a term of three (3) years from December 10, 2021 (subject always to re-election as and when required under the articles of association of the Company (as may be amended from time to time) (the “**Articles**”) and applicable laws and regulations).
- 1.3 This service agreement and the Director’s appointment hereunder are subject at all times to the Articles, the ongoing requirements under the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) (the “**Listing Rules**”) (including without limitation Rules 3.08 and 3.09 of the Listing Rules) and any other applicable laws and regulations. The Director acknowledges that a director of the Company shall retire by rotation in accordance with the requirements set out in the articles of association of the Company (as may be amended from time to time) and the Listing Rules and the office of a director of the Company is liable to be vacated in certain circumstances.

**2. Duties and Responsibilities**

- 2.1. During the term of service, the Director will:
  - (i) perform all such duties and exercise all such powers as are lawfully and properly assigned to him/her from time to time by the board of directors of the Company (the “**Board**”), whether such duties or powers relate to the Company or any member of the Group;

- (ii) comply with all directions lawfully and properly given to him/her by the Board;
  - (iii) use his/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 his/her office as a non-executive director of the Company; and
  - (v) comply with the requirements of the Listing Rules (including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules and the provisions of the Corporate Governance Code as set out in Appendix 14 to the Listing Rules), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “SFO”) and the director’s duties under common law as well as the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), and the Companies Act (As Revised) of the Cayman Islands (Cap. 22 (Law 3 of 1961)) and all applicable laws and regulatory requirements.
- 2.2. The Board may request the Director’s service at certain committees under the Board and/or may request for the Director’s assistance in other areas for the Company.
- 2.3. The Director shall disclose to the Company all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by him/her, including all interests in the shares of the Company as may be required to be disclosed by the Director under the Listing Rules, SFO and other applicable laws and regulations, and all interests in any business or activities which would or is likely to cause the Director to be in conflict of interest with the Group. The Director shall also keep the Board informed on a continuing basis of all changes to such arrangements.
- 2.4. The Director agrees to work at such location as the Board may from time to time require the Director to base, and to attend board meetings at such location as notified by the Company from time to time.
- 2.5. The Director shall report to the Board directly.

### **3. Remuneration and Expenses**

- 3.1. The Director will not receive any remuneration in connection with his/her role as a non-executive director of the Company under the terms of this agreement.
- 3.2. The Company shall reimburse the Director for all reasonable expenses properly incurred by the Director in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, provided that the Director provides to the Company all appropriate receipts and vouchers as the Board may require.
- 3.3. The Company may, in its sole discretion, provide to the Director such additional benefits 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 of the Company.

- 3.4. The Director is recommended to seek professional advice on whether the amount of any remuneration payable to you is subject to any tax, including salaries tax, profits tax, capital gains tax, withholding tax and the Director shall be responsible for all such applicable taxes of his/her remuneration and benefits, including Director's fee, bonus, share options and other benefits (if any).

#### **4. Insurance**

- 4.1. To the extent permitted by applicable laws and regulations, the Company will use its reasonable endeavours to obtain appropriate directors and officers liability insurance for the Director's benefit in respect of the performance by the Director of his/her duties during the term of service. Such insurance may not cover claims in which the Director is directly or indirectly interested as the claimant.

#### **5. Restrictions on Securities Dealings**

- 5.1. The Director shall comply with all applicable laws, regulatory requirements and regulations of the Company in relation to dealings in securities of listed issuers and in relation to inside information (including but not limited to the SFO and the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules).

#### **6. Termination**

- 6.1. Either the Company or the Director may terminate the appointment under this agreement at any time by giving to the other party no less than one month notice in writing.
- 6.2. The Company shall be entitled (but is not obliged) to terminate the Director's appointment under this agreement with immediate effect without compensation by summary notice in writing if:
- (i) the Director commits any material breach of his/her obligations and/or undertakings hereunder;
  - (ii) the Director becomes bankrupt or has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
  - (iii) the Director is prohibited by law or other applicable laws and regulations from being a director of the Company or to fulfil the responsibilities as a director of the Company;
  - (iv) the Director is convicted of an indictable offence;
  - (v) the Company passes an ordinary resolution removing you from office in accordance with the Articles or applicable laws and regulations;
  - (vi) the Director is retired from the office or not re-elected as a director in accordance with the Articles or applicable laws and regulations; or

(vii) the Director commits any act which would permit the Company to terminate your appointment hereunder under any applicable laws and regulations.

6.3. On the termination of the Director's appointment hereunder (howsoever arising) becoming effective, the Director shall automatically retire from all his/her positions on the Board and any related service or nomination (as applicable) with immediate effect and shall not at any time thereafter represent themselves as a director of the Company or, if applicable, a director of any member of the Group or a person connected with the Company in any respect. Further, the Director shall provide to the Company and the Stock Exchange any information as may be required under the Listing Rules immediately upon such termination.

6.4. Termination of the Director's appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination and the provisions of Clauses 6.3 and 7 to 9 shall continue to apply notwithstanding the termination of this agreement.

## **7. Confidentiality**

7.1. The Director shall not either during the term as a non-executive director of the Company or at any time thereafter divulge or communicate to any person, or use or employ for his/her own purpose or for any purposes other than those of the Group, or use to the detriment or prejudice of the Group, or disclose to any third party (except to employees or directors of any member of the Group whose province is to know the same for discharging their duties), any trade secret or confidential information concerning the business or affairs of any member of the Group which may come to the Director's knowledge during the term of appointment hereunder (but so that this restriction shall cease to apply to any information which may come into the public domain otherwise than through your fault or wrongdoing or breach of any contractual obligations).

7.2. Upon request by the Company or in any event upon termination of the Director's appointment under this agreement, the Director shall promptly deliver to the Company all lists of clients or customers, books, records, memorandum, reports, correspondences and documents prepared, made or compiled by him/her or delivered to him/her during the appointment as a director of the Company and hand over to the Company's designated department or personnel custody. The Director is not entitled to and shall not retain any copies thereof except with the Company's written consent. Title and copyright in all such documents as aforesaid shall at all time be vest in the relevant member of the Group.

## **8. Miscellaneous**

8.1. The Director represents and warrants to the Company that he/she will not be in breach of any terms of employment with a third party (whether express or implied) or of any other obligations binding on him/her by reason of entering into this agreement or by performing any duties under this agreement.

- 8.2. If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this agreement, and the validity, legality, enforceability or performance of the remaining provisions of this agreement shall not thereby in any respect be affected or impaired.
- 8.3. This agreement relates solely to the Director's appointment and service as a director of the Company and is not intended to create an employment relationship between the Company and the Director. As such, unless otherwise provided in this agreement or any contract of employment between the Company and the Director or as required by applicable laws, no provision in this agreement shall give rise to any eligibility on the part of the Director to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

## **9. Governing Law and Jurisdiction**

- 9.1. This agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

*[Signature page to follow]*

For and on behalf of  
**Rainmed Medical Limited**  
潤邁德醫療有限公司



---

Huo Yunfei (霍云飞)  
Executive Director

王霖

---

Wang Lin (王霖)

**RAINMED MEDICAL LIMITED**  
(潤邁德醫療有限公司)

**NON-EXECUTIVE DIRECTOR SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered into on June 18, 2022

**BETWEEN**

- (1) Rainmed Medical Limited, a company incorporated in the Cayman Islands with limited liability whose registered office is at Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands (the “**Company**”, together with its subsidiaries, the “**Group**”); and
- (2) Heng Lei (衡磊), an individual whose address is at Room 503, Building 20, Jinrijiayuan, Huqiu District, Suzhou, Jiangsu Province, PRC (the “**Director**”).

**WHEREAS** the Company has agreed to appoint the Director and the Director has agreed to serve the Company as a non-executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

**1. Appointment**

- 1.1 The Company acknowledges that the Director was designated as a non-executive director of the Company on December 10, 2021 and has served as a non-executive director since then.
- 1.2 Subject to the provisions for termination set out in Clause 6, this service agreement shall have a term of three (3) years from December 10, 2021 (subject always to re-election as and when required under the articles of association of the Company (as may be amended from time to time) (the “**Articles**”) and applicable laws and regulations).
- 1.3 This service agreement and the Director’s appointment hereunder are subject at all times to the Articles, the ongoing requirements under the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) (the “**Listing Rules**”) (including without limitation Rules 3.08 and 3.09 of the Listing Rules) and any other applicable laws and regulations. The Director acknowledges that a director of the Company shall retire by rotation in accordance with the requirements set out in the articles of association of the Company (as may be amended from time to time) and the Listing Rules and the office of a director of the Company is liable to be vacated in certain circumstances.

**2. Duties and Responsibilities**

- 2.1. During the term of service, the Director will:
  - (i) perform all such duties and exercise all such powers as are lawfully and properly assigned to him/her from time to time by the board of directors of the Company (the “**Board**”), whether such duties or powers relate to the Company or any member of the Group;



- (ii) comply with all directions lawfully and properly given to him/her by the Board;
  - (iii) use his/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 his/her office as a non-executive director of the Company; and
  - (v) comply with the requirements of the Listing Rules (including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules and the provisions of the Corporate Governance Code as set out in Appendix 14 to the Listing Rules), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “SFO”) and the director’s duties under common law as well as the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), and the Companies Act (As Revised) of the Cayman Islands (Cap. 22 (Law 3 of 1961)) and all applicable laws and regulatory requirements.
- 2.2. The Board may request the Director’s service at certain committees under the Board and/or may request for the Director’s assistance in other areas for the Company.
- 2.3. The Director shall disclose to the Company all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by him/her, including all interests in the shares of the Company as may be required to be disclosed by the Director under the Listing Rules, SFO and other applicable laws and regulations, and all interests in any business or activities which would or is likely to cause the Director to be in conflict of interest with the Group. The Director shall also keep the Board informed on a continuing basis of all changes to such arrangements.
- 2.4. The Director agrees to work at such location as the Board may from time to time require the Director to base, and to attend board meetings at such location as notified by the Company from time to time.
- 2.5. The Director shall report to the Board directly.

### **3. Remuneration and Expenses**

- 3.1. The Director will not receive any remuneration in connection with his/her role as a non-executive director of the Company under the terms of this agreement.
- 3.2. The Company shall reimburse the Director for all reasonable expenses properly incurred by the Director in the performance of his/her duties hereunder or otherwise in connection with the business of the Company, provided that the Director provides to the Company all appropriate receipts and vouchers as the Board may require.
- 3.3. The Company may, in its sole discretion, provide to the Director such additional benefits 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 of the Company.

- 3.4. The Director is recommended to seek professional advice on whether the amount of any remuneration payable to you is subject to any tax, including salaries tax, profits tax, capital gains tax, withholding tax and the Director shall be responsible for all such applicable taxes of his/her remuneration and benefits, including Director's fee, bonus, share options and other benefits (if any).

#### **4. Insurance**

- 4.1. To the extent permitted by applicable laws and regulations, the Company will use its reasonable endeavours to obtain appropriate directors and officers liability insurance for the Director's benefit in respect of the performance by the Director of his/her duties during the term of service. Such insurance may not cover claims in which the Director is directly or indirectly interested as the claimant.

#### **5. Restrictions on Securities Dealings**

- 5.1. The Director shall comply with all applicable laws, regulatory requirements and regulations of the Company in relation to dealings in securities of listed issuers and in relation to inside information (including but not limited to the SFO and the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules).

#### **6. Termination**

- 6.1. Either the Company or the Director may terminate the appointment under this agreement at any time by giving to the other party no less than one month notice in writing.
- 6.2. The Company shall be entitled (but is not obliged) to terminate the Director's appointment under this agreement with immediate effect without compensation by summary notice in writing if:
- (i) the Director commits any material breach of his/her obligations and/or undertakings hereunder;
  - (ii) the Director becomes bankrupt or has a receiving order made against him/her or makes any arrangement or composition with his/her creditors generally;
  - (iii) the Director is prohibited by law or other applicable laws and regulations from being a director of the Company or to fulfil the responsibilities as a director of the Company;
  - (iv) the Director is convicted of an indictable offence;
  - (v) the Company passes an ordinary resolution removing you from office in accordance with the Articles or applicable laws and regulations;
  - (vi) the Director is retired from the office or not re-elected as a director in accordance with the Articles or applicable laws and regulations; or

(vii) the Director commits any act which would permit the Company to terminate your appointment hereunder under any applicable laws and regulations.

6.3. On the termination of the Director's appointment hereunder (howsoever arising) becoming effective, the Director shall automatically retire from all his/her positions on the Board and any related service or nomination (as applicable) with immediate effect and shall not at any time thereafter represent themselves as a director of the Company or, if applicable, a director of any member of the Group or a person connected with the Company in any respect. Further, the Director shall provide to the Company and the Stock Exchange any information as may be required under the Listing Rules immediately upon such termination.

6.4. Termination of the Director's appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination and the provisions of Clauses 6.3 and 7 to 9 shall continue to apply notwithstanding the termination of this agreement.

## **7. Confidentiality**

7.1. The Director shall not either during the term as a non-executive director of the Company or at any time thereafter divulge or communicate to any person, or use or employ for his/her own purpose or for any purposes other than those of the Group, or use to the detriment or prejudice of the Group, or disclose to any third party (except to employees or directors of any member of the Group whose province is to know the same for discharging their duties), any trade secret or confidential information concerning the business or affairs of any member of the Group which may come to the Director's knowledge during the term of appointment hereunder (but so that this restriction shall cease to apply to any information which may come into the public domain otherwise than through your fault or wrongdoing or breach of any contractual obligations).

7.2. Upon request by the Company or in any event upon termination of the Director's appointment under this agreement, the Director shall promptly deliver to the Company all lists of clients or customers, books, records, memorandum, reports, correspondences and documents prepared, made or compiled by him/her or delivered to him/her during the appointment as a director of the Company and hand over to the Company's designated department or personnel custody. The Director is not entitled to and shall not retain any copies thereof except with the Company's written consent. Title and copyright in all such documents as aforesaid shall at all time be vest in the relevant member of the Group.

## **8. Miscellaneous**

8.1. The Director represents and warrants to the Company that he/she will not be in breach of any terms of employment with a third party (whether express or implied) or of any other obligations binding on him/her by reason of entering into this agreement or by performing any duties under this agreement.

- 8.2. If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this agreement, and the validity, legality, enforceability or performance of the remaining provisions of this agreement shall not thereby in any respect be affected or impaired.
- 8.3. This agreement relates solely to the Director's appointment and service as a director of the Company and is not intended to create an employment relationship between the Company and the Director. As such, unless otherwise provided in this agreement or any contract of employment between the Company and the Director or as required by applicable laws, no provision in this agreement shall give rise to any eligibility on the part of the Director to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

## **9. Governing Law and Jurisdiction**

- 9.1. This agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

*[Signature page to follow]*

For and on behalf of  
**Rainmed Medical Limited**  
潤邁德醫療有限公司



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Huo Yunfei (霍云飞)  
Executive Director

衡磊

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Heng Lei (衡磊)

**Rainmed Medical Limited**  
**潤邁德醫療有限公司**  
*(Incorporated in the Cayman Islands with limited liability)*

Date: June 18, 2022

Liu Shuen Kong (廖船江)  
Flat 8, 20/F, Block A  
Manhattan Plaza  
Yuen Long, New Territories  
Hong Kong

Dear Sir/Madame,

**Re: Rainmed Medical Limited (the “Company”, together with its subsidiaries, the “Group”)  
Independent Non-executive Director Appointment Letter**

We are delighted to confirm your appointment as an independent non-executive director of the Company on and subject to the terms and conditions set out in this letter.

**1. Appointment**

- 1.1. Your appointment will become effective on the first day of trading (the “**Listing Date**”) of the Company’s securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) for a period of three years or until the third annual general meeting after the Listing Date (whichever date is earlier) (subject to retirement and re-election as and when required under the articles of association of the Company, as may be amended from time to time (“**Articles**”).
- 1.2. During that period, your appointment is subject at all times to the memorandum of the Company (as may be amended from time to time), the Articles and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as may be amended from time to time) (the “**Listing Rules**”) and any other applicable laws and regulations.
- 1.3. Unless the nomination committee of the Company otherwise suggests, you may continue to serve terms of three years each after the expiration of the present term of office subject to the agreement of both parties and the fulfilment of the relevant requirements under the Listing Rules. Should your term of office be extended, each term and condition specified herein shall continue to be effective, unless both parties otherwise agree or the remuneration committee of the Company otherwise suggests. Should your position as the independent non-executive director exceeds nine years, you can only continue your term after re-election by the Company’s shareholders with a separate resolution in accordance with the requirements under the Listing Rules.

**2. Duties and Responsibilities**

- 2.1. You shall undertake the responsibilities of an independent non-executive director as set out under the Listing Rules (including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules and the provisions of the Corporate Governance Code as set out in Appendix 14 to the Listing Rules) and other applicable laws and regulations (as amended from time to time) and comply with all applicable laws and regulations (as amended from time to time), including but not limited to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “SFO”) and rules made thereunder.
- 2.2. You shall devote such of your time, attention and skill as may reasonably be required to discharge the duties of your office and exercise your power and fulfil your responsibilities as an independent non-executive director in a faithful and diligent manner. The board of directors of the Company (the “Board”) may request your service at certain committees under the Board and/or may request for your assistance in other areas for the Company.
- 2.3. You will generally be required to attend general meetings of the Company, meetings of the Board and of any Board committees of which you are a member and any other meetings as required by the Board. If you are unable to attend, as much prior notice as required under the Articles, the Listing Rules or any other applicable laws, rules and regulations should be given to the chairman of the Board.
- 2.4. You shall disclose to the Company all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you, including all interests in the shares of the Company as may be required to be disclosed by you under the Listing Rules, SFO and other applicable laws and regulations, and all interests in any business or activities which would or is likely to cause you to be in conflict of interest with the Group. You shall also keep the Board informed on a continuing basis of all changes to such arrangements.
- 2.5. By accepting this appointment, you will be considered to confirm to the Company and the Stock Exchange that you meet the independence requirements under the Listing Rules. You undertake to inform the Company as soon as possible if you come to know of any circumstances which may impact your status as an independent non-executive director of the Company under the Listing Rules or other applicable laws and regulations. If the Board or the Stock Exchange considers that you are no longer qualified as an independent non-executive director of the Company and inform you thereof, your appointment under this letter will terminate automatically and you shall tender your resignation as an independent non-executive director of the Company or, you will be re-designated at the absolute discretion of the Board.

### **3. Remuneration and Expenses**

- 3.1. Details of your compensation package are set forth in the Appendix to this Letter. Such remuneration will be reviewed annually by the remuneration committee of the Board. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as a director of the Company is subject to any tax, including salaries tax, profits tax, capital gains tax, withholding tax and you are responsible for all such applicable taxes of your remuneration and benefits, including remuneration, bonus, share options and other benefits (if any).



3.2. The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as an independent non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers as the Board may require.

#### **4. Insurance**

4.1. To the extent permitted by applicable laws and regulations, the Company will use its reasonable endeavours to obtain appropriate directors and officers liability insurance in respect of the performance by you of your duties as an independent non-executive director of the Company and you will be covered by such insurance for the full term of your appointment.

#### **5. Restrictions on Securities Dealings**

5.1. During your term of office as an independent non-executive director of the Company, you shall comply with all applicable laws and regulatory requirements in respect of dealings in securities of listed issuers (including but not limited to the SFO and the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules) and regulations of the Company for the time being in force in relation to dealings in securities of the Company.

#### **6. Termination**

6.1. Either you or the Company may terminate your appointment as an independent non-executive director of the Company hereunder at any time by giving to the other party no less than one month notice in writing.

6.2. The Company shall be entitled (but is not obliged) to terminate your appointment with immediate effect without compensation by summary notice in writing if:

- (i) you commit any material breach of your obligations and/or undertakings hereunder;
- (ii) you become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally;
- (iii) you are prohibited by law or other applicable laws and regulations from being a director of the Company or to fulfil your responsibilities as independent non-executive director of the Company;
- (iv) you are convicted of an indictable offence;
- (v) the Company passes an ordinary resolution removing you from office in accordance with the Articles or applicable laws and regulations;
- (vi) you are retired from the office or not re-elected as a director in accordance with the Articles or applicable laws and regulations; or

- (vii) you commit any act which would permit the Company to terminate your appointment hereunder under any applicable laws and regulations.
- 6.3. On the termination of your appointment hereunder (howsoever arising) becoming effective, you shall automatically retire from all your positions on the Board and any related service or nomination (as applicable) with immediate effect. Further, you shall provide to the Company and the Stock Exchange any information as may be required under the Listing Rules immediately upon such termination.
- 6.4. Termination of your appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provision of Clause 7 below.

## **7. Confidentiality**

- 7.1. You shall not either during the term as an independent non-executive director of the Company or at any time thereafter divulge or communicate to any person, or use or employ for your own purpose or for any purposes other than those of the Group, or use to the detriment or prejudice of the Group, or disclose to any third party (except to employees or directors of any member of the Group whose province is to know the same for discharging their duties), any trade secret or confidential information concerning the business or affairs of any member of the Group which may come to your knowledge during the term of your appointment hereunder (but so that this restriction shall cease to apply to any information which may come into the public domain otherwise than through your fault or wrongdoing or breach of any contractual obligations).
- 7.2. Upon request by the Company or in any event upon termination of your appointment as an independent non-executive director of the Company, you shall promptly deliver to the Company all lists of clients or customers, books, records, memorandum, reports, correspondences and documents prepared, made or compiled by you or delivered to you during your appointment as a director of the Company and hand over to the Company's designated department or personnel custody. You are not entitled to and shall not retain any copies thereof except with the Company's written consent. Title and copyright in all such documents as aforesaid shall at all time be vest in the relevant member of the Group.

## **8. No Employment Relationship**

- 8.1. This letter relates solely to your appointment and service as an independent non-executive director of the Company and is not intended to create an employment relationship between the Company and yourself. As such, unless otherwise provided in this agreement or any contract of employment between the Company and the Director or as required by applicable laws, no provision in this agreement shall give rise to any eligibility on the part of the Director to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

## **9. Governing Law and Jurisdiction**

9.1. This letter shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

Please confirm your acceptance of the appointment as an independent non-executive director of the Company and the terms stated herein by signing and returning to us a copy of this letter.

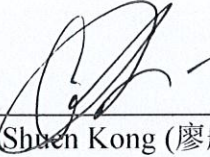
*[Signature page to follow]*

For and on behalf of  
**Rainmed Medical Limited**  
潤邁德醫療有限公司



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Huo Yunfei (霍云飞)  
Executive Director



Liu Shen Kong (廖船江)

## Appendix

You shall be entitled to an annual remuneration of HK\$280,000.

Your remuneration herein shall be payable to you in equal instalments on a quarterly basis on March 31, June 30, September 30 and December 31 (or if such day is not a working day, on the working day falling immediately thereafter) (each a “**Payment Day**”) or in such other manner and at such other time as we may from time to time mutually agree.

If your appointment is terminated for any reason and such termination occurs on any day other than a Payment Day, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination.

**Rainmed Medical Limited**  
**潤邁德醫療有限公司**  
*(Incorporated in the Cayman Islands with limited liability)*

Date: June 18, 2022

Li Ho Man (李浩民)  
Room 7A, Tower 1  
Park Mediterranean  
9 Hong Tsuen Road  
Sai Kung, New Territories  
Hong Kong

Dear Sir/Madame,

**Re: Rainmed Medical Limited (the “Company”, together with its subsidiaries, the “Group”)  
Independent Non-executive Director Appointment Letter**

We are delighted to confirm your appointment as an independent non-executive director of the Company on and subject to the terms and conditions set out in this letter.

**1. Appointment**

- 1.1. Your appointment will become effective on the first day of trading (the “**Listing Date**”) of the Company’s securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) for a period of three years or until the third annual general meeting after the Listing Date (whichever date is earlier) (subject to retirement and re-election as and when required under the articles of association of the Company, as may be amended from time to time (“**Articles**”)).
- 1.2. During that period, your appointment is subject at all times to the memorandum of the Company (as may be amended from time to time), the Articles and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as may be amended from time to time) (the “**Listing Rules**”) and any other applicable laws and regulations.
- 1.3. Unless the nomination committee of the Company otherwise suggests, you may continue to serve terms of three years each after the expiration of the present term of office subject to the agreement of both parties and the fulfilment of the relevant requirements under the Listing Rules. Should your term of office be extended, each term and condition specified herein shall continue to be effective, unless both parties otherwise agree or the remuneration committee of the Company otherwise suggests. Should your position as the independent non-executive director exceeds nine years, you can only continue your term after re-election by the Company’s shareholders with a separate resolution in accordance with the requirements under the Listing Rules.

**2. Duties and Responsibilities**

- 2.1. You shall undertake the responsibilities of an independent non-executive director as set out under the Listing Rules (including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules and the provisions of the Corporate Governance Code as set out in Appendix 14 to the Listing Rules) and other applicable laws and regulations (as amended from time to time) and comply with all applicable laws and regulations (as amended from time to time), including but not limited to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “SFO”) and rules made thereunder.
- 2.2. You shall devote such of your time, attention and skill as may reasonably be required to discharge the duties of your office and exercise your power and fulfil your responsibilities as an independent non-executive director in a faithful and diligent manner. The board of directors of the Company (the “Board”) may request your service at certain committees under the Board and/or may request for your assistance in other areas for the Company.
- 2.3. You will generally be required to attend general meetings of the Company, meetings of the Board and of any Board committees of which you are a member and any other meetings as required by the Board. If you are unable to attend, as much prior notice as required under the Articles, the Listing Rules or any other applicable laws, rules and regulations should be given to the chairman of the Board.
- 2.4. You shall disclose to the Company all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you, including all interests in the shares of the Company as may be required to be disclosed by you under the Listing Rules, SFO and other applicable laws and regulations, and all interests in any business or activities which would or is likely to cause you to be in conflict of interest with the Group. You shall also keep the Board informed on a continuing basis of all changes to such arrangements.
- 2.5. By accepting this appointment, you will be considered to confirm to the Company and the Stock Exchange that you meet the independence requirements under the Listing Rules. You undertake to inform the Company as soon as possible if you come to know of any circumstances which may impact your status as an independent non-executive director of the Company under the Listing Rules or other applicable laws and regulations. If the Board or the Stock Exchange considers that you are no longer qualified as an independent non-executive director of the Company and inform you thereof, your appointment under this letter will terminate automatically and you shall tender your resignation as an independent non-executive director of the Company or, you will be re-designated at the absolute discretion of the Board.

### **3. Remuneration and Expenses**

- 3.1. Details of your compensation package are set forth in the Appendix to this Letter. Such remuneration will be reviewed annually by the remuneration committee of the Board. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as a director of the Company is subject to any tax, including salaries tax, profits tax, capital gains tax, withholding tax and you are



responsible for all such applicable taxes of your remuneration and benefits, including remuneration, bonus, share options and other benefits (if any).

- 3.2. The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as an independent non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers as the Board may require.

#### **4. Insurance**

- 4.1. To the extent permitted by applicable laws and regulations, the Company will use its reasonable endeavours to obtain appropriate directors and officers liability insurance in respect of the performance by you of your duties as an independent non-executive director of the Company and you will be covered by such insurance for the full term of your appointment.

#### **5. Restrictions on Securities Dealings**

- 5.1. During your term of office as an independent non-executive director of the Company, you shall comply with all applicable laws and regulatory requirements in respect of dealings in securities of listed issuers (including but not limited to the SFO and the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules) and regulations of the Company for the time being in force in relation to dealings in securities of the Company.

#### **6. Termination**

- 6.1. Either you or the Company may terminate your appointment as an independent non-executive director of the Company hereunder at any time by giving to the other party no less than one month notice in writing.
- 6.2. The Company shall be entitled (but is not obliged) to terminate your appointment with immediate effect without compensation by summary notice in writing if:
- (i) you commit any material breach of your obligations and/or undertakings hereunder;
  - (ii) you become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally;
  - (iii) you are prohibited by law or other applicable laws and regulations from being a director of the Company or to fulfil your responsibilities as independent non-executive director of the Company;
  - (iv) you are convicted of an indictable offence;
  - (v) the Company passes an ordinary resolution removing you from office in accordance with the Articles or applicable laws and regulations;

- (vi) you are retired from the office or not re-elected as a director in accordance with the Articles or applicable laws and regulations; or
  - (vii) you commit any act which would permit the Company to terminate your appointment hereunder under any applicable laws and regulations.
- 6.3. On the termination of your appointment hereunder (howsoever arising) becoming effective, you shall automatically retire from all your positions on the Board and any related service or nomination (as applicable) with immediate effect. Further, you shall provide to the Company and the Stock Exchange any information as may be required under the Listing Rules immediately upon such termination.
- 6.4. Termination of your appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provision of Clause 7 below.

## **7. Confidentiality**

- 7.1. You shall not either during the term as an independent non-executive director of the Company or at any time thereafter divulge or communicate to any person, or use or employ for your own purpose or for any purposes other than those of the Group, or use to the detriment or prejudice of the Group, or disclose to any third party (except to employees or directors of any member of the Group whose province is to know the same for discharging their duties), any trade secret or confidential information concerning the business or affairs of any member of the Group which may come to your knowledge during the term of your appointment hereunder (but so that this restriction shall cease to apply to any information which may come into the public domain otherwise than through your fault or wrongdoing or breach of any contractual obligations).
- 7.2. Upon request by the Company or in any event upon termination of your appointment as an independent non-executive director of the Company, you shall promptly deliver to the Company all lists of clients or customers, books, records, memorandum, reports, correspondences and documents prepared, made or compiled by you or delivered to you during your appointment as a director of the Company and hand over to the Company's designated department or personnel custody. You are not entitled to and shall not retain any copies thereof except with the Company's written consent. Title and copyright in all such documents as aforesaid shall at all time be vest in the relevant member of the Group.

## **8. No Employment Relationship**

- 8.1. This letter relates solely to your appointment and service as an independent non-executive director of the Company and is not intended to create an employment relationship between the Company and yourself. As such, unless otherwise provided in this agreement or any contract of employment between the Company and the Director or as required by applicable laws, no provision in this agreement shall give rise to any eligibility on the part of the Director to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

**9. Governing Law and Jurisdiction**

- 9.1. This letter shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

Please confirm your acceptance of the appointment as an independent non-executive director of the Company and the terms stated herein by signing and returning to us a copy of this letter.

*[Signature page to follow]*

For and on behalf of  
**Rainmed Medical Limited**  
潤邁德醫療有限公司



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Huo Yunfei (霍云飞)  
Executive Director



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Li Ho Man (李浩民)

## Appendix

You shall be entitled to an annual remuneration of HK\$280,000.

Your remuneration herein shall be payable to you in equal instalments on a quarterly basis on March 31, June 30, September 30 and December 31 (or if such day is not a working day, on the working day falling immediately thereafter) (each a “**Payment Day**”) or in such other manner and at such other time as we may from time to time mutually agree.

If your appointment is terminated for any reason and such termination occurs on any day other than a Payment Day, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination.

**Rainmed Medical Limited**  
**潤邁德醫療有限公司**  
*(Incorporated in the Cayman Islands with limited liability)*

Date: June 18, 2022

Lau Tsz Ho Tony (劉梓浩)  
Room 2303, Building 9  
Vanke Zhenshan Mansion  
6<sup>th</sup> Antuoshan Road  
Futian District  
Shenzhen, Guangdong Province  
PRC

Dear Sir/Madame,

**Re: Rainmed Medical Limited (the “Company”, together with its subsidiaries, the “Group”)  
Independent Non-executive Director Appointment Letter**

We are delighted to confirm your appointment as an independent non-executive director of the Company on and subject to the terms and conditions set out in this letter.

**1. Appointment**

- 1.1. Your appointment will become effective on the first day of trading (the “**Listing Date**”) of the Company’s securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) for a period of three years or until the third annual general meeting after the Listing Date (whichever date is earlier) (subject to retirement and re-election as and when required under the articles of association of the Company, as may be amended from time to time (“**Articles**”)).
- 1.2. During that period, your appointment is subject at all times to the memorandum of the Company (as may be amended from time to time), the Articles and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as may be amended from time to time) (the “**Listing Rules**”) and any other applicable laws and regulations.
- 1.3. Unless the nomination committee of the Company otherwise suggests, you may continue to serve terms of three years each after the expiration of the present term of office subject to the agreement of both parties and the fulfilment of the relevant requirements under the Listing Rules. Should your term of office be extended, each term and condition specified herein shall continue to be effective, unless both parties otherwise agree or the remuneration committee of the Company otherwise suggests. Should your position as the independent non-executive director exceeds nine years, you can only continue your term after re-election by the Company’s shareholders with a separate resolution in accordance with the requirements under the Listing Rules.

## **2. Duties and Responsibilities**

- 2.1. You shall undertake the responsibilities of an independent non-executive director as set out under the Listing Rules (including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules and the provisions of the Corporate Governance Code as set out in Appendix 14 to the Listing Rules) and other applicable laws and regulations (as amended from time to time) and comply with all applicable laws and regulations (as amended from time to time), including but not limited to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “SFO”) and rules made thereunder.
- 2.2. You shall devote such of your time, attention and skill as may reasonably be required to discharge the duties of your office and exercise your power and fulfil your responsibilities as an independent non-executive director in a faithful and diligent manner. The board of directors of the Company (the “Board”) may request your service at certain committees under the Board and/or may request for your assistance in other areas for the Company.
- 2.3. You will generally be required to attend general meetings of the Company, meetings of the Board and of any Board committees of which you are a member and any other meetings as required by the Board. If you are unable to attend, as much prior notice as required under the Articles, the Listing Rules or any other applicable laws, rules and regulations should be given to the chairman of the Board.
- 2.4. You shall disclose to the Company all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you, including all interests in the shares of the Company as may be required to be disclosed by you under the Listing Rules, SFO and other applicable laws and regulations, and all interests in any business or activities which would or is likely to cause you to be in conflict of interest with the Group. You shall also keep the Board informed on a continuing basis of all changes to such arrangements.
- 2.5. By accepting this appointment, you will be considered to confirm to the Company and the Stock Exchange that you meet the independence requirements under the Listing Rules. You undertake to inform the Company as soon as possible if you come to know of any circumstances which may impact your status as an independent non-executive director of the Company under the Listing Rules or other applicable laws and regulations. If the Board or the Stock Exchange considers that you are no longer qualified as an independent non-executive director of the Company and inform you thereof, your appointment under this letter will terminate automatically and you shall tender your resignation as an independent non-executive director of the Company or, you will be re-designated at the absolute discretion of the Board.

## **3. Remuneration and Expenses**

- 3.1. Details of your compensation package are set forth in the Appendix to this Letter. Such remuneration will be reviewed annually by the remuneration committee of the Board. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as a director of the Company is subject to any tax, including salaries tax, profits tax, capital gains tax, withholding tax and you are



responsible for all such applicable taxes of your remuneration and benefits, including remuneration, bonus, share options and other benefits (if any).

- 3.2. The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as an independent non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers as the Board may require.

#### **4. Insurance**

- 4.1. To the extent permitted by applicable laws and regulations, the Company will use its reasonable endeavours to obtain appropriate directors and officers liability insurance in respect of the performance by you of your duties as an independent non-executive director of the Company and you will be covered by such insurance for the full term of your appointment.

#### **5. Restrictions on Securities Dealings**

- 5.1. During your term of office as an independent non-executive director of the Company, you shall comply with all applicable laws and regulatory requirements in respect of dealings in securities of listed issuers (including but not limited to the SFO and the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules) and regulations of the Company for the time being in force in relation to dealings in securities of the Company.

#### **6. Termination**

- 6.1. Either you or the Company may terminate your appointment as an independent non-executive director of the Company hereunder at any time by giving to the other party no less than one month notice in writing.
- 6.2. The Company shall be entitled (but is not obliged) to terminate your appointment with immediate effect without compensation by summary notice in writing if:
- (i) you commit any material breach of your obligations and/or undertakings hereunder;
  - (ii) you become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally;
  - (iii) you are prohibited by law or other applicable laws and regulations from being a director of the Company or to fulfil your responsibilities as independent non-executive director of the Company;
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- 7.2. Upon request by the Company or in any event upon termination of your appointment as an independent non-executive director of the Company, you shall promptly deliver to the Company all lists of clients or customers, books, records, memorandum, reports, correspondences and documents prepared, made or compiled by you or delivered to you during your appointment as a director of the Company and hand over to the Company's designated department or personnel custody. You are not entitled to and shall not retain any copies thereof except with the Company's written consent. Title and copyright in all such documents as aforesaid shall at all time be vest in the relevant member of the Group.

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- 9.1. This letter shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

Please confirm your acceptance of the appointment as an independent non-executive director of the Company and the terms stated herein by signing and returning to us a copy of this letter.

*[Signature page to follow]*

For and on behalf of  
**Rainmed Medical Limited**  
潤邁德醫療有限公司



---

Huo Yunfei (霍云飞)  
Executive Director



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Lau Tsz Ho Tony (劉梓浩)

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