

Kingwisoft Technology Group Company Limited
金慧科技集團股份有限公司

APPOINTMENT LETTER

Date: 18 June 2022

Stephen Markscheid
419 Washington Ave
Wilmette
IL 60091
USA

Dear Sir,

Kingwisoft Technology Group Company Limited
Independent Non-Executive Directorship

We hereby write to confirm below the terms of your appointment as an independent non-executive director of Kingwisoft Technology Group Company Limited 金慧科技集團股份有限公司 (the “**Company**”). Unless the context herein requires otherwise, reference to a Group shall mean one or more of the Company, the Company together with one or more of its subsidiaries, or one of the Company’s subsidiaries.

1. You shall, subject as hereinafter provided, be appointed as an independent non-executive director of the Company.
2. Subject to the provisions below, your appointment shall be for a period of three (3) years commencing on 18 June 2022.
3. Your appointment is subject to the provisions of the Company’s memorandum and articles of association (“**M&A**”) in force from time to time including, but not limited to, the removal provisions and provisions on retirement by rotation of the directors set out in the M&A.
4. You shall perform such functions and exercise such powers as are appropriate to your position as an independent non-executive director of the Company. These will include attending board meetings and general meetings of the Company and meetings of any board committees (including the audit committee, nomination committee and remuneration committee) of which you will become a member.
5. You shall perform and comply with your fiduciary duties to the Company, bring objectivity and independence of view as borne by your outside experience and help the board of directors of the Company (the “**Board**”) provide the Company with effective leadership and management.
6. You shall comply with all laws and regulations applicable to the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company and/or any other governmental or regulatory body. In addition and without limiting the foregoing, you shall observe,



and use your best endeavours to procure that the Company observes, the rules and regulations of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs as amended from time to time.

7. Unless otherwise determined by the Board, your remuneration for acting as an independent non-executive director of the Company comprise (a) HK\$300,000 per annum, which shall be payable in arrears every quarter; and (b) subject to the rules of the relevant share option scheme (if any), options to subscribe for shares in the Company.
8. The Company shall reimburse you for all expenses properly and reasonably incurred by you in the conduct of the Company’s business or in the discharge of your duties as a director of the Company including any reasonable expenses you may incur in seeking advice from the Company’s financial and legal advisers or other independent financial and legal advisers which is reasonably required in the proper discharge of your duties.
9. You undertake to inform the Board if you cease to be qualified, or if you come to know of any circumstances which may render you no longer being qualified, as an independent non-executive director of the Company under the Rules Governing the Listing of Securities on GEM of the Stock Exchange (the “**GEM Listing Rules**”), the M&A or other applicable laws, rules and regulations. If the Board considers that you are no longer qualified as an independent non-executive director of the Company and inform you thereof, you shall resign as an independent non-executive director or, at the absolute discretion of the Board, you will be redesignated an alternative role of the Company.
10. Your appointment hereunder shall terminate on the earlier of (i) the date of expiry of the period specified in paragraph 2 above; (ii) your ceasing to be an independent non-executive director for any reason pursuant to the M&A in force from time to time or any other applicable laws, regulations or rules (including, but not limited to, the retirement provisions set out in the M&A and the GEM Listing Rules); or (iii) the date specified in a written notice of termination delivered by the Company or yourself, provided that such notice shall be delivered no later than three months prior to the termination date specified in such notice. Upon the termination of your appointment pursuant to the foregoing provisions of this paragraph 10, you shall resign as an independent non-executive director.
11.
 - (a) You shall not disclose to any third party or use the confidential information in relation to the Group’s business, finance, operations, clients or any other respects (and shall endeavor to avoid it being divulged and made available to the public) during your directorship or after your directorship has ended.
 - (b) You shall not at any time (including during your directorship or after your directorship has terminated):
 - (i) disclose in any form the confidential information in relation to the Group to any third party, provided, however, that disclosure to the relevant employees of the Group and the professionals employed by the Group if such disclosure is necessary for the performance of your responsibilities as a director shall not fall within this restriction;

- (ii) use the confidential information in any form for the benefit of yourself and your relatives; and
 - (iii) knowingly let the confidential information of the Group to be divulged, provided, however that information which is already publicly available (which is not due to your fault or omission) does not fall within this restriction.
- (c) All the records, memorandum, reports, documents, and information relating to the Group which may be accessible by you during your directorship are the properties of the Group. You shall return the same to the persons designated by the Board upon the termination of your directorship or the request of the Board during your directorship.
- (d) At the request of the Group and on the condition that the Group is liable for the expenses to be incurred, you agree to execute contracts or confirmations with the Group in which you accept the restrictions set up by the Group in relation to its products, services, districts and time limit (or whatever is applicable under that condition) in order to protect the reasonable interests of the Group.
12. This letter of appointment constitutes the entire agreement of the parties in relation to the subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

The terms of this letter shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

Please sign and return the duplicate copy of this letter to indicate your acceptance of the terms set out herein.

Yours faithfully,

Kingwisoft Technology Group Company Limited
金慧科技集團股份有限公司



I, the undersigned, hereby accept the terms of my appointment as an independent non-executive director of Kingwisoft Technology Group Company Limited as set out above.


Stephen Markscheid

Dated: 18 June 2022