CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

PRIVATE AND CONFIDENTIAL
私人及保密

Date: October 27, 2026
日期: 2026年10月27日

Addressee: Tao Xiaobin
收件人 : 陶曉斌

Appointment as an Executive Director of
CTG Hongkong and Macao Culture and Tourism Holding Limited (the "Company")
中旅港澳文旅控股有限公司(“本公司”)執行董事之委任

Dear Sir,
敬啟者

We hereby write to confirm your appointment as an Executive Director of the Company ("**ED**") with effect from the date of your acceptance of this letter (and subject to your consent to act as a director of the Company) on the following terms:
我們謹此致函確認，基於下述條款以及閣下同意出任本公司董事為前提，閣下獲委任為本公司一名執行董事("**執行董事**")，自閣下同意本函件日期起生效:

1 APPOINTMENT
委任

1.1 Your appointment will be subject to the requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") (the "**Listing Rules**") (as amended from time to time), the provisions of the Company's memorandum and articles of association (the **"M&A**") in force from time to time and any other applicable laws and regulations.
閣下之委任將受制於不時修訂的香港聯合交易所有限公司("**聯交所**")證券上市規則("**上市規則**")、本公司不時生效之組織章程大綱及細則("**章程大綱及細則**")以及其他適用法律和規則。

2 RE-ELECTION
重選

You will be subject to re-election at general meeting(s) of the Company in accordance with the Listing Rules and the Company's M&A.
按照上市規則及章程大綱及細則，閣下將受到在本公司股東大會上重選之規限。

3 TERMINATION

終止

3.1 Your appointment can be terminated either by you or by the Company giving the other party one month's written notice in advance, or at other notice period as agreed by both parties.
本公司及閣下各自可給予對方1個月提前書面通知，或其他雙方同意之通知期，以終止閣下之委任。

3.2 Notwithstanding the provisions set out in this letter, the Company shall be entitled to terminate your appointment at any time in accordance with the provisions of the M&A of the Company. Upon such termination or upon your resignation for any reason, you shall not be entitled to any damages or compensation for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment.
儘管本函件所載之條款，本公司有權按照章程大綱及細則之條款隨時終止閣下之委任，無論任何原因終止委任或閣下辭任，閣下將不獲得任何賠償或離職補償金，本公司不會就任何閣下尚未完結之任期支付閣下費用。

3.3 In the event that your appointment is terminated, you are required to immediately return to the Company all documents, materials (including copies) and other property belonging or relating to the Company or any subsidiary of the Company which is in your possession or under your control and which was compiled by or delivered to you during your appointment.
在閣下委任終止時，閣下須立即退回本公司所有文件、材料(包括副本)及其他財物或關於閣下任期內所持有、控制之本公司或任何本公司之附屬公司之相關文件。

4 DUTIES AND OBLIGATIONS
職責及義務

4.1 By accepting the appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of performing your duties and responsibilities. You shall devote such of your time, attention and skill as may reasonably be required to the duties of your position as an ED and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an ED. These will include (but are not limited to) attending Board meetings and general meetings of the Company and meetings of any board committee(s) of which you become a member.
在接受委任後，閣下確認將能夠分配足夠時間以能夠履行閣下之工作和責任。閣下應投入合理需要的時間、專注和技能來履行閣下作為執行董事的職責，並應忠實、勤勉地就閣下執行董事的職位適當地履行職責及行使權力。上述包括（但不限於）出席本公司的董事會會議和股東大會以及閣下作為成員的任何董事會委員會的會議。

4.2 **General Duties**
一般職責

4.2.1 During your appointment, you shall perform such functions and exercise such powers as are appropriate to your position as an ED of the Company. You shall, individually or collectively with other members of the board of directors (the "**Board**") as a whole, perform your fiduciary duties to the Company and exercise duties of skill, care and diligence at such level required by the Listing Rules (including without limitation of Rules 3.08 and 3.09) and all applicable laws, rules, codes and regulations.
在閣下任期中，閣下須履行作為本公司執行董事的功能和和權力，閣下須個別或與本

公司董事局("**董事局**")其他成員共同地對本公司實施忠實義務，實行上市規則(包括但不限於第3.08及3.09條)及所有適用法律、法規、守則及規例所需的技能、謹慎和勤勉。

4.2.2 You may be required to serve on the audit committee, remuneration committee, nomination committee or other Board committee(s) of the Company and you shall attend meetings of such Board committee(s), and the Company's Board meetings and general meetings. Dates and details of the meetings shall be notified to you in advance.
閣下可能須要加人本公司審核委員會、薪酬委員會、提名委員會或其他董事局轄下委員會，閣下將須參加該等董事局轄下委員會的會議、本公司董事局會議及股東會。會議日期和詳情將預先通知閣下。

4.3 **Director's Information**
董事資料

You are required to provide upon your appointment with the Company, and subsequently to notify the Company of any change in a timely manner and confirm to the Company on a regular basis your information, including but not limited to the following, pursuant to the Listing Rules and applicable laws and regulations:
閣下須在受聘於本公司時及其後，按照上市規則及適用法律及規例，適時提供閣下任何變更及與本公司定期確認閣下之資料，包括(但不限於)以下事項:

- Information in accordance with rule 13.51(2)(a) to (x) of the Listing Rules;
  上市規則第13.51(2)(a) to (x)所載資料；
- Other directorships, offices held in public companies or organizations and other significant commitments;
  於其他公眾公司或機構之董事及高管職任，以及其他重要任命；
- Any direct conflict of interest which may arise due to your duties as an ED and any other duties or business interests which you currently have;
  閣下作為執行董事引起之任何直接利益衝突，以及目前持有的其他工作或商業利益；
- Up to date contact details; and
  最新聯絡資料；及
- Any interests in shares or securities of the Company pursuant to Part XV of the Securities and Futures Ordinance.
  按照證券及期貨條例第XV部在本公司股份或證券中擁有的任何權益。

4.4 **Code of Conduct, Corporate Governance Code and Applicable Regulations**
行為守則、企業管治守則及適用規定

During the period of your appointment you should:
閣下在任期內應當:

- comply with the Model Code for Securities Transactions by Directors of the Company set out in Appendix C3 to the Listing Rules adopted by the Company;
  遵守本公司採納的上市規則附錄C3所載上市公司董事進行證券交易的標準守則的要求;,
- comply and procure the Company to comply with the Corporate Governance Code contained in Appendix C1 to the Listing Rules;

遵守並促使本公司遵守上市規則附錄C1之企業管治守則;

- at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company;
  在任何時候及時、充分地向董事會通報（如果要求的話，以書面形式）可能或可能導致閣下與本公司利益發生衝突的任何閣下之業務或其他活動;
- take all reasonable measures from time to time to ensure that proper safeguards exist to prevent a breach of a disclosure requirement in relation to the Company pursuant to Part XIVA of the Securities and Futures Ordinance; and
  不時採取一切合理措施，確保存在適當的保障措施，以避免違反根據證券及期貨條例第XIVA部就本公司作出的披露規定;及
- comply with such other codes or policies of the Company and all regulations applicable to the Company from time to time in force with respect to integrity, confidentiality and dealings in shares and securities etc.
  遵守本公司的其他守則或政策，以及有關誠信，保密及股份及證券交易等不時適用於本公司的所有規例。

5 REMUNERATION AND BENEFITS
報酬及福利

You will receive director's remuneration annually throughout the term of your appointment. If your appointment is terminated for any reason, and such termination occurs on a date other than a payment date, the compensation payable to you shall be calculated on a pro-rata basis from the date of the last payment made to you through the actual date of termination. Compensation shall be paid in monthly installments and must be paid on or before the last business day of the month (or such other date as the Company and you may mutually agree from time to time). The remuneration of the directors shall be subject to adjustment from time to time, based on rates determined at the discretion of the remuneration committee of the Board. In determining such rates, the remuneration committee shall take into account the following factors: (i) the operating results of the Company, its subsidiaries, or any of its affiliates (collectively, the "**Group**"); and (ii) the performance of the directors.
閣下將于持續委任期間每年收取董事薪酬。若閣下的委任因任何原因終止，而終止發生於支付日以外的日子，則應付予閣下的報酬將自上一個付款予閣下之日起至實際終止日按比例計算。報酬應分期每月發放，並須於該月的最後一個工作日或之前（或本公司及閣下不時統一的其他日子）發放。有關董事薪酬將會參考本公司薪酬委員會酌情厘定之比率不時予以調整。本公司薪酬委員會將考慮以下內容以厘定該等比率：(i)本公司、其附屬公司或其任何聯屬公司(統稱為"**本集團**")營運業績；及(ii)董事表現。

6 EXPENSES AND PROFESSIONAL ADVICE
費用及專業意見

6.1 In addition to the fees described in clause 5 above, the Company shall reimburse you for all reasonable out-of-pocket expenses necessarily incurred by you in discharging your duties.
除了上述第5條所載之酬金外，閣下在履行職責期間所牽涉的合理費用及開銷，本公司均會以實報實銷的方式償付。

6.2 In order to enable you to carry out your duties properly, you will, after consultation with the chairman of the Board, be entitled to seek external independent professional advice at the

Company's expense.
為確保閣下可適當地履行職責，閣下可在徵詢董事局主席意見後，可尋求外部獨立專業意見，本公司將承擔該等費用。

7 INSURANCE
保險

To the extent possible, the Company will use its reasonable endeavours to arrange appropriate director's and officer's liability insurance cover in respect of legal action against the directors. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
在可能情況下，本公司將作出合理的行動安排合適的董事及高級人員責任保險以保障董事可能面對的法律行動。但該保險不保障閣下直接或間接作為原告人而擁有利益的索償。

8 CONFIDENTIALITY
保密

8.1 You must apply the highest standards of confidentiality, and not at any time without prior written consent from the Company disclose to any person or company (whether during the course of your appointment or at any time after its termination), any confidential information concerning the Company, its subsidiaries and any affiliate of the Company (collectively, the "**Group**") with which you come into contact by virtue of your position as an ED.
閣下必須應用高度的保密標準，不應在任何時候未經本公司書面同意而向任何人或公司(不論在閣下任期內或終止任期後的任何時期)揭露你作為執行董事所得知的任何關於本集團的機密資料。

8.2 You shall not, either during the term of your appointment as an ED or thereafter:-
在擔任執行董事期間或之後，閣下不得：-

(a) use to the detriment or prejudice of the Group or divulge or communicate to any person, any trade, secret or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or
使用或向任何人洩露或傳達閣下可能知曉的有關本集團業務或事務的任何商業、秘密或保密資訊（不包括其所屬職能須知曉該等資訊的本集團僱員或董事，或對本集團負有保密義務的本集團專業顧問或代理人），而對本集團不利或產生損害；或者

(b) use for your own purpose or for any purpose other than those of the Group any information or knowledge of a confidential nature which you, may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which has come into the public domain (otherwise than through your default).
將閣下可能不時獲得的與本集團任何成員有關的任何機密資訊或知識用於閣下自己的目的或本集團以外的任何目的，但此限制不適用於並非因閣下的違約行為而已經進入公共領域的任何資訊或知識。

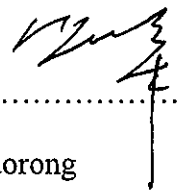
9 GOVERNING LAW
適用法律

9.1 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.
本函件之條款將受到中華人民共和國香港特別行政區法律所監管及解釋。

Please confirm your agreement to the above by signing and returning to us the enclosed duplicate of this letter.
請簽署並退回本公司附上之此函件的副本，以確認閣下同意上述事項。

Yours sincerely
此致

For and on behalf of
代表
CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司



.....

Name: Zhang Daorong
姓名: 张道荣
Title: Executive Director and Finance Director
職銜: 執行董事兼财务总监

Acceptance of Appointment
接納委任

I, Tao Xiaobin, have read and hereby accept and agree to the above terms regarding my appointment as an Executive Director of CTG Hongkong and Macao Culture and Tourism Holding Limited.
本人陶曉斌，已閱讀並謹此接受和同意上述關於本人獲委任為中旅港澳文旅控股有限公司之一名執行董事之條款。

陶曉斌
.....

Name : Tao Xiaobin
姓名 : 陶曉斌

HKID Number ~~/ Passport Number~~ : R299397(9)
香港身份証號碼 ~~/護照號碼~~ : R299397(9)

Date : October 27, 2026
日期: 2026年10月27日

CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

PRIVATE AND CONFIDENTIAL
私人及保密

Date: October 27, 2026
日期: 2026 年 10 月 27 日

Addressee: Zhang Daorong
收件人 : 張道榮

Appointment as an Executive Director of
CTG Hongkong and Macao Culture and Tourism Holding Limited (the "Company")
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終止

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3.2 Notwithstanding the provisions set out in this letter, the Company shall be entitled to terminate your appointment at any time in accordance with the provisions of the M&A of the Company. Upon such termination or upon your resignation for any reason, you shall not be entitled to any damages or compensation for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment.
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公司董事局("**董事局**")其他成員共同地對本公司實施忠實義務，實行上市規則(包括但不限於第3.08及3.09條)及所有適用法律、法規、守則及規例所需的技能、謹慎和勤勉。

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- comply with the Model Code for Securities Transactions by Directors of the Company set out in Appendix C3 to the Listing Rules adopted by the Company;
  遵守本公司採納的上市規則附錄C3所載上市公司董事進行證券交易的標準守則的要求;,
- comply and procure the Company to comply with the Corporate Governance Code contained in Appendix C1 to the Listing Rules;

遵守並促使本公司遵守上市規則附錄C1之企業管治守則；

- at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company;
在任何時候及時、充分地向董事會通報（如果要求的話，以書面形式）可能或可能導致閣下與本公司利益發生衝突的任何閣下之業務或其他活動;
- take all reasonable measures from time to time to ensure that proper safeguards exist to prevent a breach of a disclosure requirement in relation to the Company pursuant to Part XIVA of the Securities and Futures Ordinance; and
不時採取一切合理措施，確保存在適當的保障措施，以避免違反根據證券及期貨條例第XIVA部就本公司作出的披露規定;及
- comply with such other codes or policies of the Company and all regulations applicable to the Company from time to time in force with respect to integrity, confidentiality and dealings in shares and securities etc.
遵守本公司的其他守則或政策，以及有關誠信，保密及股份及證券交易等不時適用於本公司的所有規例。

5 REMUNERATION AND BENEFITS
報酬及福利

You will receive director's remuneration annually throughout the term of your appointment. If your appointment is terminated for any reason, and such termination occurs on a date other than a payment date, the compensation payable to you shall be calculated on a pro-rata basis from the date of the last payment made to you through the actual date of termination. Compensation shall be paid in monthly installments and must be paid on or before the last business day of the month (or such other date as the Company and you may mutually agree from time to time). The remuneration of the directors shall be subject to adjustment from time to time, based on rates determined at the discretion of the remuneration committee of the Board. In determining such rates, the remuneration committee shall take into account the following factors: (i) the operating results of the Company, its subsidiaries, or any of its affiliates (collectively, the "Group"); and (ii) the performance of the directors.
閣下將于持續委任期間每年收取董事薪酬。若閣下的委任因任何原因終止，而終止發生於支付日以外的日子，則應付予閣下的報酬將自上一個付款予閣下之日起至實際終止日按比例計算。報酬應分期每月發放，並須於該月的最後一個工作日或之前（或本公司及閣下不時統一的其他日子）發放。有關董事薪酬將會參考本公司薪酬委員會酌情厘定之比率不時予以調整。本公司薪酬委員會將考慮以下內容以厘定該等比率：(i)本公司、其附屬公司或其任何聯屬公司(統稱為"**本集團**")營運業績；及(ii)董事表現。

6 EXPENSES AND PROFESSIONAL ADVICE
費用及專業意見

6.1 In addition to the fees described in clause 5 above, the Company shall reimburse you for all reasonable out-of-pocket expenses necessarily incurred by you in discharging your duties.
除了上述第5條所載之酬金外，閣下在履行職責期間所牽涉的合理費用及開銷，本公司均會以實報實銷的方式償付。

6.2 In order to enable you to carry out your duties properly, you will, after consultation with the chairman of the Board, be entitled to seek external independent professional advice at the

Company's expense.
為確保閣下可適當地履行職責，閣下可在徵詢董事局主席意見後，可尋求外部獨立專業意見，本公司將承擔該等費用。

7 INSURANCE
保險

To the extent possible, the Company will use its reasonable endeavours to arrange appropriate director's and officer's liability insurance cover in respect of legal action against the directors. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
在可能情況下，本公司將作出合理的行動安排合適的董事及高級人員責任保險以保障董事可能面對的法律行動。但該保險不保障閣下直接或間接作為原告人而擁有利益的索償。

8 CONFIDENTIALITY
保密

8.1 You must apply the highest standards of confidentiality, and not at any time without prior written consent from the Company disclose to any person or company (whether during the course of your appointment or at any time after its termination), any confidential information concerning the Company, its subsidiaries and any affiliate of the Company (collectively, the "**Group**") with which you come into contact by virtue of your position as an ED.
閣下必須應用高度的保密標準，不應在任何時候未經本公司書面同意而向任何人或公司(不論在閣下任期內或終止任期後的任何時期)揭露你作為執行董事所得知的任何關於本集團的機密資料。

8.2 You shall not, either during the term of your appointment as an ED or thereafter:-
在擔任執行董事期間或之後，閣下不得：-

(a) use to the detriment or prejudice of the Group or divulge or communicate to any person, any trade, secret or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or
使用或向任何人洩露或傳達閣下可能知曉的有關本集團業務或事務的任何商業、秘密或保密資訊（不包括其所屬職能須知曉該等資訊的本集團僱員或董事，或對本集團負有保密義務的本集團專業顧問或代理人），而對本集團不利或產生損害；或者

(b) use for your own purpose or for any purpose other than those of the Group any information or knowledge of a confidential nature which you, may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which has come into the public domain (otherwise than through your default).
將閣下可能不時獲得的與本集團任何成員有關的任何機密資訊或知識用於閣下自己的目的或本集團以外的任何目的，但此限制不適用於並非因閣下的違約行為而已經進入公共領域的任何資訊或知識。

9 GOVERNING LAW
適用法律

9.1 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.
本函件之條款將受到中華人民共和國香港特別行政區法律所監管及解釋。

Please confirm your agreement to the above by signing and returning to us the enclosed duplicate of this letter.
請簽署並退回本公司附上之此函件的副本，以確認閣下同意上述事項。

Yours sincerely
此致

For and on behalf of
代表
CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

.....

Name: Tao Xiaobin
姓名: 陶曉斌
Title: Chairman of the Board and Executive Director
職銜: 董事局主席及執行董事

Acceptance of Appointment
接納委任

I, Zhang Daorong, have read and hereby accept and agree to the above terms regarding my appointment as an Executive Director of CTG Hongkong and Macao Culture and Tourism Holding Limited.
本人張道榮，已閱讀並謹此接受和同意上述關於本人獲委任為中旅港澳文旅控股有限公司之一名執行董事之條款。

.....
Name : Zhang Daorong
姓名 : 張道榮

HKID Number ~~/ Passport Number~~ : R297670(5)
香港身份証號碼 ~~/護照號碼~~ : R297670(5)

Date : October 27, 2026
日期: 2027年10月27日

CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

PRIVATE AND CONFIDENTIAL
私人及保密

Date: October 27, 2026
日期: 2026年10月27日

Addressee: Ha Yufeng
收件人 : 哈玉峰

Appointment as a Non-Executive Director of
CTG Hongkong and Macao Culture and Tourism Holding Limited (the "Company")
中旅港澳文旅控股有限公司(“本公司”)非執行董事之委任

Dear Sir,
敬啟者

We hereby write to confirm your appointment as a Non-Executive Director of the Company ("**NED**") with effect from the date of your acceptance of this letter (and subject to your consent to act as a director of the Company) on the following terms:
我們謹此致函確認，基於下述條款以及閣下同意出任本公司董事為前提，閣下獲委任為本公司一名非執行董事("**非執行董事**")，自閣下同意本函件日期起生效:

1 APPOINTMENT
委任

1.1 Your appointment will be subject to the requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") (the "**Listing Rules**") (as amended from time to time), the provisions of the Company's memorandum and articles of association (the **"M&A"**) in force from time to time and any other applicable laws and regulations.
閣下之委任將受制於不時修訂的香港聯合交易所有限公司("**聯交所**")證券上市規則("**上市規則**")、本公司不時生效之組織章程大綱及細則("**章程大綱及細則**")以及其他適用法律和規則。

2 RE-ELECTION
重選

You will be subject to re-election at general meeting(s) of the Company in accordance with the Listing Rules and the Company's M&A.
按照上市規則及章程大綱及細則，閣下將受到在本公司股東大會上重選之規限。

3 TERMINATION

終止

3.1 Your appointment can be terminated either by you or by the Company giving the other party one month's written notice in advance, or at other notice period as agreed by both parties.
本公司及閣下各自可給予對方1個月提前書面通知，或其他雙方同意之通知期，以終止閣下之委任。

3.2 Notwithstanding the provisions set out in this letter, the Company shall be entitled to terminate your appointment at any time in accordance with the provisions of the M&A of the Company. Upon such termination or upon your resignation for any reason, you shall not be entitled to any damages or compensation for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment.
儘管本函件所載之條款，本公司有權按照章程大綱及細則之條款隨時終止閣下之委任，無論任何原因終止委任或閣下辭任，閣下將不獲得任何賠償或離職補償金，本公司不會就任何閣下尚未完結之任期支付閣下費用。

3.3 In the event that your appointment is terminated, you are required to immediately return to the Company all documents, materials (including copies) and other property belonging or relating to the Company or any subsidiary of the Company which is in your possession or under your control and which was compiled by or delivered to you during your appointment.
在閣下委任終止時，閣下須立即退回本公司所有文件、材料(包括副本)及其他財物或關於閣下任期內所持有、控制之本公司或任何本公司之附屬公司之相關文件。

4 DUTIES AND OBLIGATIONS
職責及義務

4.1 By accepting the appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of performing your duties and responsibilities. You shall devote such of your time, attention and skill as may reasonably be required to the duties of your position as a NED and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a NED. These will include (but are not limited to) attending Board meetings and general meetings of the Company and meetings of any board committee(s) of which you become a member.
在接受委任後，閣下確認將能夠分配足夠時間以能夠履行閣下之工作和責任。閣下應投入合理需要的時間、專注和技能來履行閣下作為非執行董事的職責，並應忠實、勤勉地就閣下非執行董事的職位適當地履行職責及行使權力。上述包括（但不限於）出席本公司的董事會會議和股東大會以及閣下作為成員的任何董事會委員會的會議。

4.2 **General Duties**
一般職責

4.2.1 During your appointment, you shall perform such functions and exercise such powers as are appropriate to your position as a NED of the Company. You shall, individually or collectively with other members of the board of directors (the "**Board**") as a whole, perform your fiduciary duties to the Company and exercise duties of skill, care and diligence at such level required by the Listing Rules (including without limitation of Rules 3.08 and 3.09) and all applicable laws, rules, codes and regulations.
在閣下任期中，閣下須履行作為本公司非執行董事的功能和和權力，閣下須個別或與

本公司董事局("**董事局**")其他成員共同地對本公司實施忠實義務，實行上市規則(包括但不限於第3.08及3.09條)及所有適用法律、法規、守則及規例所需的技能、謹慎和勤勉。

4.2.2 You may be required to serve on the audit committee, remuneration committee, nomination committee or other Board committee(s) of the Company and you shall attend meetings of such Board committee(s), and the Company's Board meetings and general meetings. Dates and details of the meetings shall be notified to you in advance.
閣下可能須要加入本公司審核委員會、薪酬委員會、提名委員會或其他董事局轄下委員會，閣下將須參加該等董事局轄下委員會的會議、本公司董事局會議及股東會。會議日期和詳情將預先通知閣下。

4.3 **Director's Information**
董事資料

You are required to provide upon your appointment with the Company, and subsequently to notify the Company of any change in a timely manner and confirm to the Company on a regular basis your information, including but not limited to the following, pursuant to the Listing Rules and applicable laws and regulations:
閣下須在受聘於本公司時及其後，按照上市規則及適用法律及規例，適時提供閣下任何變更及與本公司定期確認閣下之資料，包括(但不限於)以下事項:

- Information in accordance with rule 13.51(2)(a) to (x) of the Listing Rules;
上市規則第13.51(2)(a) to (x)所載資料；
- Other directorships, offices held in public companies or organizations and other significant commitments;
於其他公眾公司或機構之董事及高管職任，以及其他重要任命；
- Any direct conflict of interest which may arise due to your duties as a NED and any other duties or business interests which you currently have;
閣下作為非執行董事引起之任何直接利益衝突，以及目前持有的其他工作或商業利益；
- Up to date contact details; and
最新聯絡資料；及
- Any interests in shares or securities of the Company pursuant to Part XV of the Securities and Futures Ordinance.
按照證券及期貨條例第XV部在本公司股份或證券中擁有的任何權益。

4.4 **Code of Conduct, Corporate Governance Code and Applicable Regulations**
行為守則、企業管治守則及適用規定

During the period of your appointment you should:
閣下在任期內應當:

- comply with the Model Code for Securities Transactions by Directors of the Company set out in Appendix C3 to the Listing Rules adopted by the Company;
遵守本公司採納的上市規則附錄C3所載上市公司董事進行證券交易的標準守則的要求;,
- comply and procure the Company to comply with the Corporate Governance Code

contained in Appendix C1 to the Listing Rules;
遵守並促使本公司遵守上市規則附錄C1之企業管治守則；

- at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company;
在任何時候及時、充分地向董事會通報（如果要求的話，以書面形式）可能或可能導致閣下與本公司利益發生衝突的任何閣下之業務或其他活動;
- take all reasonable measures from time to time to ensure that proper safeguards exist to prevent a breach of a disclosure requirement in relation to the Company pursuant to Part XIVA of the Securities and Futures Ordinance; and
不時採取一切合理措施，確保存在適當的保障措施，以避免違反根據證券及期貨條例第XIVA部就本公司作出的披露規定;及
- comply with such other codes or policies of the Company and all regulations applicable to the Company from time to time in force with respect to integrity, confidentiality and dealings in shares and securities etc.
遵守本公司的其他守則或政策，以及有關誠信，保密及股份及證券交易等不時適用於本公司的所有規例。

5 REMUNERATION AND BENEFITS
報酬及福利

You will not receive director's remuneration from the Company.
閣下將不會從本公司收取董事薪酬。

6 EXPENSES AND PROFESSIONAL ADVICE
費用及專業意見

6.1 In addition to the fees described in clause 5 above, the Company shall reimburse you for all reasonable out-of-pocket expenses necessarily incurred by you in discharging your duties.
除了上述第5條所載之酬金外，閣下在履行職責期間所牽涉的合理費用及開銷，本公司均會以實報實銷的方式償付。

6.2 In order to enable you to carry out your duties properly, you will, after consultation with the chairman of the Board, be entitled to seek external independent professional advice at the Company's expense.
為確保閣下可適當地履行職責，閣下可在徵詢董事局主席意見後，可尋求外部獨立專業意見，本公司將承擔該等費用。

7 INSURANCE
保險

To the extent possible, the Company will use its reasonable endeavours to arrange appropriate director's and officer's liability insurance cover in respect of legal action against the directors. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
在可能情況下，本公司將作出合理的行動安排合適的董事及高級人員責任保險以保障董事可能面對的法律行動。但該保險不保障閣下直接或間接作為原告人而擁有利益的索償。

8 CONFIDENTIALITY
保密

8.1 You must apply the highest standards of confidentiality, and not at any time without prior written consent from the Company disclose to any person or company (whether during the course of your appointment or at any time after its termination), any confidential information concerning the Company, its subsidiaries and any affiliate of the Company (collectively, the "**Group**") with which you come into contact by virtue of your position as a NED.
閣下必須應用高度的保密標準，不應在任何時候未經本公司書面同意而向任何人或公司(不論在閣下任期內或終止任期後的任何時期)揭露你作為非執行董事所得知的任何關於本公司、其附屬公司或其任何聯屬公司(統稱為"**本集團**")的機密資料。

8.2 You shall not, either during the term of your appointment as a NED or thereafter:-
在擔任非執行董事期間或之後，閣下不得：-

(a) use to the detriment or prejudice of the Group or divulge or communicate to any person, any trade, secret or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or
使用或向任何人洩露或傳達閣下可能知曉的有關本集團業務或事務的任何商業、秘密或保密資訊（不包括其所屬職能須知曉該等資訊的本集團僱員或董事，或對本集團負有保密義務的本集團專業顧問或代理人），而對本集團不利或產生損害；或者

(b) use for your own purpose or for any purpose other than those of the Group any information or knowledge of a confidential nature which you, may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which has come into the public domain (otherwise than through your default).
將閣下可能不時獲得的與本集團任何成員有關的任何機密資訊或知識用於閣下自己的目的或本集團以外的任何目的，但此限制不適用於並非因閣下的違約行為而已經進入公共領域的任何資訊或知識。

9 GOVERNING LAW
適用法律

9.1 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.
本函件之條款將受到中華人民共和國香港特別行政區法律所監管及解釋。

Please confirm your agreement to the above by signing and returning to us the enclosed duplicate of this letter.
請簽署並退回本公司附上之此函件的副本，以確認閣下同意上述事項。

Yours sincerely
此致

For and on behalf of
代表
CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

.....

Name: Tao Xiaobin
姓名: 陶曉斌
Title: Chairman of the Board and Executive Director
職銜: 董事局主席及執行董事

Acceptance of Appointment
接納委任

I, Ha Yufeng, have read and hereby accept and agree to the above terms regarding my appointment as a Non-Executive Director of CTG Hongkong and Macao Culture and Tourism Holding Limited.
本人哈玉峰，已閱讀並謹此接受和同意上述關於本人獲委任為中旅港澳文旅控股有限公司之一名非執行董事之條款。

哈玉峰

.....

Name : Ha Yufeng
姓名 : 哈玉峰

HKID Number ~~/ Passport Number~~ : M668432(2)
香港身份証號碼 ~~/護照號碼~~ : M668432(2)

Date : October 27, 2026
日期: 2026年10月27日

CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

PRIVATE AND CONFIDENTIAL
私人及保密

Date: October 27, 2026
日期: 2026年10月27日

Addressee: Tuen Chun Leung
收件人 : 段振亮

Appointment as a Non-Executive Director of
CTG Hongkong and Macao Culture and Tourism Holding Limited (the "Company")
中旅港澳文旅控股有限公司(“本公司”)非執行董事之委任

Dear Sir,
敬啟者

We hereby write to confirm your appointment as a Non-Executive Director of the Company ("**NED**") with effect from the date of your acceptance of this letter (and subject to your consent to act as a director of the Company) on the following terms:
我們謹此致函確認，基於下述條款以及閣下同意出任本公司董事為前提，閣下獲委任為本公司一名非執行董事("**非執行董事**")，自閣下同意本函件日期起生效:

1 APPOINTMENT
委任

1.1 Your appointment will be subject to the requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") (the "**Listing Rules**") (as amended from time to time), the provisions of the Company's memorandum and articles of association (the **"M&A"**) in force from time to time and any other applicable laws and regulations.
閣下之委任將受制於不時修訂的香港聯合交易所有限公司("**聯交所**")證券上市規則("**上市規則**")、本公司不時生效之組織章程大綱及細則("**章程大綱及細則**")以及其他適用法律和規則。

2 RE-ELECTION
重選

You will be subject to re-election at general meeting(s) of the Company in accordance with the Listing Rules and the Company's M&A.
按照上市規則及章程大綱及細則，閣下將受到在本公司股東大會上重選之規限。

3 TERMINATION

終止

3.1 Your appointment can be terminated either by you or by the Company giving the other party one month's written notice in advance, or at other notice period as agreed by both parties.
本公司及閣下各自可給予對方1個月提前書面通知，或其他雙方同意之通知期，以終止閣下之委任。

3.2 Notwithstanding the provisions set out in this letter, the Company shall be entitled to terminate your appointment at any time in accordance with the provisions of the M&A of the Company. Upon such termination or upon your resignation for any reason, you shall not be entitled to any damages or compensation for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment.
儘管本函件所載之條款，本公司有權按照章程大綱及細則之條款隨時終止閣下之委任，無論任何原因終止委任或閣下辭任，閣下將不獲得任何賠償或離職補償金，本公司不會就任何閣下尚未完結之任期支付閣下費用。

3.3 In the event that your appointment is terminated, you are required to immediately return to the Company all documents, materials (including copies) and other property belonging or relating to the Company or any subsidiary of the Company which is in your possession or under your control and which was compiled by or delivered to you during your appointment.
在閣下委任終止時，閣下須立即退回本公司所有文件、材料(包括副本)及其他財物或關於閣下任期內所持有、控制之本公司或任何本公司之附屬公司之相關文件。

4 DUTIES AND OBLIGATIONS
職責及義務

4.1 By accepting the appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of performing your duties and responsibilities. You shall devote such of your time, attention and skill as may reasonably be required to the duties of your position as a NED and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a NED. These will include (but are not limited to) attending Board meetings and general meetings of the Company and meetings of any board committee(s) of which you become a member.
在接受委任後，閣下確認將能夠分配足夠時間以能夠履行閣下之工作和責任。閣下應投入合理需要的時間、專注和技能來履行閣下作為非執行董事的職責，並應忠實、勤勉地就閣下非執行董事的職位適當地履行職責及行使權力。上述包括（但不限於）出席本公司的董事會會議和股東大會以及閣下作為成員的任何董事會委員會的會議。

4.2 **General Duties**
一般職責

4.2.1 During your appointment, you shall perform such functions and exercise such powers as are appropriate to your position as a NED of the Company. You shall, individually or collectively with other members of the board of directors (the "**Board**") as a whole, perform your fiduciary duties to the Company and exercise duties of skill, care and diligence at such level required by the Listing Rules (including without limitation of Rules 3.08 and 3.09) and all applicable laws, rules, codes and regulations.
在閣下任期中，閣下須履行作為本公司非執行董事的功能和和權力，閣下須個別或與

本公司董事局("**董事局**")其他成員共同地對本公司實施忠實義務，實行上市規則(包括但不限於第3.08及3.09條)及所有適用法律、法規、守則及規例所需的技能、謹慎和勤勉。

4.2.2 You may be required to serve on the audit committee, remuneration committee, nomination committee or other Board committee(s) of the Company and you shall attend meetings of such Board committee(s), and the Company's Board meetings and general meetings. Dates and details of the meetings shall be notified to you in advance.
閣下可能須要加入本公司審核委員會、薪酬委員會、提名委員會或其他董事局轄下委員會，閣下將須參加該等董事局轄下委員會的會議、本公司董事局會議及股東會。會議日期和詳情將預先通知閣下。

4.3 **Director's Information**
董事資料

You are required to provide upon your appointment with the Company, and subsequently to notify the Company of any change in a timely manner and confirm to the Company on a regular basis your information, including but not limited to the following, pursuant to the Listing Rules and applicable laws and regulations:
閣下須在受聘於本公司時及其後，按照上市規則及適用法律及規例，適時提供閣下任何變更及與本公司定期確認閣下之資料，包括(但不限於)以下事項:

- Information in accordance with rule 13.51(2)(a) to (x) of the Listing Rules;
上市規則第13.51(2)(a) to (x)所載資料;
- Other directorships, offices held in public companies or organizations and other significant commitments;
於其他公眾公司或機構之董事及高管職任，以及其他重要任命;
- Any direct conflict of interest which may arise due to your duties as a NED and any other duties or business interests which you currently have;
閣下作為非執行董事引起之任何直接利益衝突，以及目前持有的其他工作或商業利益;
- Up to date contact details; and
最新聯絡資料；及
- Any interests in shares or securities of the Company pursuant to Part XV of the Securities and Futures Ordinance.
按照證券及期貨條例第XV部在本公司股份或證券中擁有的任何權益。

4.4 **Code of Conduct, Corporate Governance Code and Applicable Regulations**
行為守則、企業管治守則及適用規定

During the period of your appointment you should:
閣下在任期內應當:

- comply with the Model Code for Securities Transactions by Directors of the Company set out in Appendix C3 to the Listing Rules adopted by the Company;
遵守本公司採納的上市規則附錄C3所載上市公司董事進行證券交易的標準守則的要求;,
- comply and procure the Company to comply with the Corporate Governance Code

contained in Appendix C1 to the Listing Rules;
遵守並促使本公司遵守上市規則附錄C1之企業管治守則;

- at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company;
在任何時候及時、充分地向董事會通報（如果要求的話，以書面形式）可能或可能導致閣下與本公司利益發生衝突的任何閣下之業務或其他活動;
- take all reasonable measures from time to time to ensure that proper safeguards exist to prevent a breach of a disclosure requirement in relation to the Company pursuant to Part XIVA of the Securities and Futures Ordinance; and
不時採取一切合理措施，確保存在適當的保障措施，以避免違反根據證券及期貨條例第XIVA部就本公司作出的披露規定;及
- comply with such other codes or policies of the Company and all regulations applicable to the Company from time to time in force with respect to integrity, confidentiality and dealings in shares and securities etc.
遵守本公司的其他守則或政策，以及有關誠信，保密及股份及證券交易等不時適用於本公司的所有規例。

5 REMUNERATION AND BENEFITS
報酬及福利

You will not receive director's remuneration from the Company.
閣下將不會從本公司收取董事薪酬。

6 EXPENSES AND PROFESSIONAL ADVICE
費用及專業意見

6.1 In addition to the fees described in clause 5 above, the Company shall reimburse you for all reasonable out-of-pocket expenses necessarily incurred by you in discharging your duties.
除了上述第5條所載之酬金外，閣下在履行職責期間所牽涉的合理費用及開銷，本公司均會以實報實銷的方式償付。

6.2 In order to enable you to carry out your duties properly, you will, after consultation with the chairman of the Board, be entitled to seek external independent professional advice at the Company's expense.
為確保閣下可適當地履行職責，閣下可在徵詢董事局主席意見後，可尋求外部獨立專業意見，本公司將承擔該等費用。

7 INSURANCE
保險

To the extent possible, the Company will use its reasonable endeavours to arrange appropriate director's and officer's liability insurance cover in respect of legal action against the directors. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
在可能情況下，本公司將作出合理的行動安排合適的董事及高級人員責任保險以保障董事可能面對的法律行動。但該保險不保障閣下直接或間接作為原告人而擁有利益的索償。

8 CONFIDENTIALITY
保密

8.1 You must apply the highest standards of confidentiality, and not at any time without prior written consent from the Company disclose to any person or company (whether during the course of your appointment or at any time after its termination), any confidential information concerning the Company, its subsidiaries and any affiliate of the Company (collectively, the "**Group**") with which you come into contact by virtue of your position as a NED.
閣下必須應用高度的保密標準，不應在任何時候未經本公司書面同意而向任何人或公司(不論在閣下任期內或終止任期後的任何時期)揭露你作為非執行董事所得知的任何關於本公司、其附屬公司或其任何聯屬公司(統稱為"**本集團**")的機密資料。

8.2 You shall not, either during the term of your appointment as a NED or thereafter:-
在擔任非執行董事期間或之後，閣下不得：-

(a) use to the detriment or prejudice of the Group or divulge or communicate to any person, any trade, secret or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or
使用或向任何人洩露或傳達閣下可能知曉的有關本集團業務或事務的任何商業、秘密或保密資訊（不包括其所屬職能須知曉該等資訊的本集團僱員或董事，或對本集團負有保密義務的本集團專業顧問或代理人），而對本集團不利或產生損害；或者

(b) use for your own purpose or for any purpose other than those of the Group any information or knowledge of a confidential nature which you, may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which has come into the public domain (otherwise than through your default).
將閣下可能不時獲得的與本集團任何成員有關的任何機密資訊或知識用於閣下自己的目的或本集團以外的任何目的，但此限制不適用於並非因閣下的違約行為而已經進入公共領域的任何資訊或知識。

9 GOVERNING LAW
適用法律

9.1 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.
本函件之條款將受到中華人民共和國香港特別行政區法律所監管及解釋。

Please confirm your agreement to the above by signing and returning to us the enclosed duplicate of this letter.
請簽署並退回本公司附上之此函件的副本，以確認閣下同意上述事項。

Yours sincerely
此致

For and on behalf of
代表
CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

.....陶曉斌.....

Name: Tao Xiaobin
姓名: 陶曉斌
Title: Chairman of the Board and Executive Director
職銜: 董事局主席及執行董事

Acceptance of Appointment
接納委任

I, Tuen Chun Leung, have read and hereby accept and agree to the above terms regarding my appointment as a Non-Executive Director of CTG Hongkong and Macao Culture and Tourism Holding Limited.
本人段振亮，已閱讀並謹此接受和同意上述關於本人獲委任為中旅港澳文旅控股有限公司之一名非執行董事之條款。

.....段振亮.....
Name : Tuen Chun Leung
姓名 : 段振亮

HKID Number ~~/ Passport Number~~ : M277428(9)
香港身份証號碼 ~~/護照號碼~~ : M277428(9)

Date : October 27, 2026
日期: 2026年10月27日

CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

PRIVATE AND CONFIDENTIAL
私人及保密

Date: October 27, 2026
日期: 2026年10月27日

Addressee: Fok Kai Kong Kenneth
收件人 : 霍啟剛

Appointment as an Independent Non-Executive Director of CTG Hongkong and Macao Culture and Tourism Holding Limited (the "Company")
中旅港澳文旅控股有限公司(“本公司”)獨立非執行董事之委任

Dear Sir,
敬啟者

We hereby write to confirm your appointment as an Independent Non-Executive Director of the Company ("**INED**") with effect from the date of your acceptance of this letter (and subject to your consent to act as a director of the Company) on the following terms:
我們謹此致函確認，基於下述條款以及閣下同意出任本公司董事為前提，閣下獲委任為本公司一名獨立非執行董事(“**獨立非執行董事**”)，自閣下同意本函件日期起生效:

1 APPOINTMENT
委任

1.1 Your appointment will be subject to the requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") (the "**Listing Rules**") (as amended from time to time), the provisions of the Company's memorandum and articles of association (the "**M&A**") in force from time to time and any other applicable laws and regulations.
閣下之委任將受制於不時修訂的香港聯合交易所有限公司(“**聯交所**”)證券上市規則(“**上市規則**”)、本公司不時生效之組織章程大綱及細則(“**章程大綱及細則**”)以及其他適用法律和規則。

2 RE-ELECTION
重選

You will be subject to re-election at general meeting(s) of the Company in accordance with the Listing Rules and the Company's M&A.
按照上市規則及章程大綱及細則，閣下將受到在本公司股東大會上重選之規限。

3 TERMINATION

終止

3.1 Your appointment can be terminated either by you or by the Company giving the other party one month's written notice in advance, or at other notice period as agreed by both parties.
本公司及閣下各自可給予對方1個月提前書面通知，或其他雙方同意之通知期，以終止閣下之委任。

3.2 Notwithstanding the provisions set out in this letter, the Company shall be entitled to terminate your appointment at any time in accordance with the provisions of the M&A of the Company. Upon such termination or upon your resignation for any reason, you shall not be entitled to any damages or compensation for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment.
儘管本函件所載之條款，本公司有權按照章程大綱及細則之條款隨時終止閣下之委任，無論任何原因終止委任或閣下辭任，閣下將不獲得任何賠償或離職補償金，本公司不會就任何閣下尚未完結之任期支付閣下費用。

3.3 In the event that your appointment is terminated, you are required to immediately return to the Company all documents, materials (including copies) and other property belonging or relating to the Company or any subsidiary of the Company which is in your possession or under your control and which was compiled by or delivered to you during your appointment.
在閣下委任終止時，閣下須立即退回本公司所有文件、材料(包括副本)及其他財物或關於閣下任期內所持有、控制之本公司或任何本公司之附屬公司之相關文件。

4 DUTIES AND OBLIGATIONS
職責及義務

4.1 By accepting the appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of performing your duties and responsibilities. You shall devote such of your time, attention and skill as may reasonably be required to the duties of your position as an INED and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an INED. These will include (but are not limited to) attending Board meetings and general meetings of the Company and meetings of any board committee(s) of which you become a member.
在接受委任後，閣下確認將能夠分配足夠時間以能夠履行閣下之工作和責任。閣下應投入合理需要的時間、專注和技能來履行閣下作為獨立非執行董事的職責，並應忠實、勤勉地就閣下獨立非執行董事的職位適當地履行職責及行使權力。上述包括（但不限於）出席本公司的董事會會議和股東大會以及閣下作為成員的任何董事會委員會的會議。

4.2 General Duties
一般職責

4.2.1 During your appointment, you shall perform such functions and exercise such powers as are appropriate to your position as an INED of the Company. You shall, individually or collectively with other members of the board of directors (the "**Board**") as a whole, perform your fiduciary duties to the Company and exercise duties of skill, care and diligence at such level required by the Listing Rules (including without limitation of Rules 3.08, 3.09, 3.12 and 3.13) and all applicable laws, rules, codes and regulations.

在閣下任期中，閣下須履行作為本公司獨立非執行董事的功能和和權力，閣下須個別或與本公司董事局("**董事局**")其他成員共同地對本公司實施忠實義務，實行上市規則(包括但不限於第3.08、3.09、3.12及3.13條)及所有適用法律、法規、守則及規例所需的技能、謹慎和勤勉。

4.2.2 You may be required to serve on the audit committee, remuneration committee, nomination committee or other Board committee(s) of the Company and you shall attend meetings of such Board committee(s), and the Company's Board meetings and general meetings. Dates and details of the meetings shall be notified to you in advance.
閣下可能須要加人本公司審核委員會、薪酬委員會、提名委員會或其他董事局轄下委員會，閣下將須參加該等董事局轄下委員會的會議、本公司董事局會議及股東會。會議日期和詳情將預先通知閣下。

4.3 **Director's Information**
董事資料

You are required to provide upon your appointment with the Company, and subsequently to notify the Company of any change in a timely manner and confirm to the Company on a regular basis your information, including but not limited to the following, pursuant to the Listing Rules and applicable laws and regulations:
閣下須在受聘於本公司時及其後，按照上市規則及適用法律及規例，適時提供閣下任何變更及與本公司定期確認閣下之資料，包括(但不限於)以下事項:

- Information in accordance with rule 13.51(2)(a) to (x) of the Listing Rules;
  上市規則第13.51(2)(a) to (x)所載資料;
- Other directorships, offices held in public companies or organizations and other significant commitments;
  於其他公眾公司或機構之董事及高管職任，以及其他重要任命;
- Any direct conflict of interest which may arise due to your duties as an INED and any other duties or business interests which you currently have;
  閣下作為獨立非執行董事引起之任何直接利益衝突，以及目前持有的其他工作或商業利益;
- Up to date contact details; and
  最新聯絡資料；及
- Any interests in shares or securities of the Company pursuant to Part XV of the Securities and Futures Ordinance.
  按照證券及期貨條例第XV部在本公司股份或證券中擁有的任何權益。

4.4 **Code of Conduct, Corporate Governance Code and Applicable Regulations**
行為守則、企業管治守則及適用規定

During the period of your appointment you should:
閣下在任期內應當:

- comply with the Model Code for Securities Transactions by Directors of the Company set out in Appendix C3 to the Listing Rules adopted by the Company;
  遵守本公司採納的上市規則附錄C3所載上市公司董事進行證券交易的標準守則的要求;,

- comply and procure the Company to comply with the Corporate Governance Code contained in Appendix C1 to the Listing Rules;
  遵守並促使本公司遵守上市規則附錄C1之企業管治守則;
- at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company;
  在任何時候及時、充分地向董事會通報（如果要求的話，以書面形式）可能或可能導致閣下與本公司利益發生衝突的任何閣下之業務或其他活動;
- take all reasonable measures from time to time to ensure that proper safeguards exist to prevent a breach of a disclosure requirement in relation to the Company pursuant to Part XIVA of the Securities and Futures Ordinance; and
  不時採取一切合理措施，確保存在適當的保障措施，以避免違反根據證券及期貨條例第XIVA部就本公司作出的披露規定;及
- comply with such other codes or policies of the Company and all regulations applicable to the Company from time to time in force with respect to integrity, confidentiality and dealings in shares and securities etc.
  遵守本公司的其他守則或政策，以及有關誠信，保密及股份及證券交易等不時適用於本公司的所有規例。

5 REMUNERATION AND BENEFITS
報酬及福利

You will be entitled to receive a fee (tax exclusive, subject to review) for HK$350,000 per annum. If your appointment is terminated for any reason, and such termination occurs on a date other than a payment date, the compensation payable to you shall be calculated on a pro-rata basis from the date of the last payment made to you through the actual date of termination. Compensation shall be paid in monthly installments and must be paid on or before the last business day of the month (or such other date as the Company and you may mutually agree from time to time).
閣下將可獲得每年 350,000 港元之酬金(不含税，可予調整)。若閣下的委任因任何原因終止，而終止發生於支付日以外的日子，則應付予閣下的報酬將自上一個付款予閣下之日起至實際終止日按比例計算。報酬應分期每月發放，並須於該月的最後一個工作日或之前（或本公司及閣下不時統一的其他日子）發放。

6 EXPENSES AND PROFESSIONAL ADVICE
費用及專業意見

6.1 In addition to the fees described in clause 5 above, the Company shall reimburse you for all reasonable out-of-pocket expenses necessarily incurred by you in discharging your duties.
除了上述第5條所載之酬金外，閣下在履行職責期間所牽涉的合理費用及開銷，本公司均會以實報實銷的方式償付。

6.2 In order to enable you to carry out your duties properly, you will, after consultation with the chairman of the Board, be entitled to seek external independent professional advice at the Company's expense.
為確保閣下可適當地履行職責，閣下可在徵詢董事局主席意見後，可尋求外部獨立專業意見，本公司將承擔該等費用。

7 INSURANCE
保險

To the extent possible, the Company will use its reasonable endeavours to arrange appropriate director's and officer's liability insurance cover in respect of legal action against the directors. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
在可能情況下，本公司將作出合理的行動安排合適的董事及高級人員責任保險以保障董事可能面對的法律行動。但該保險不保障閣下直接或間接作為原告人而擁有利益的索償。

8 CONFIDENTIALITY
保密

8.1 You must apply the highest standards of confidentiality, and not at any time without prior written consent from the Company disclose to any person or company (whether during the course of your appointment or at any time after its termination), any confidential information concerning the Company, its subsidiaries and any affiliate of the Company (collectively, the "**Group**") with which you come into contact by virtue of your position as an INED.
閣下必須應用高度的保密標準，不應在任何時候未經本公司書面同意而向任何人或公司(不論在閣下任期內或終止任期後的任何時期)揭露你作為獨立非執行董事所得知的任何關於本公司、其附屬公司或其任何聯屬公司(統稱為"**本集團**")的機密資料。

8.2 You shall not, either during the term of your appointment as an INED or thereafter:-
在擔任獨立非執行董事期間或之後，閣下不得：-

(a) use to the detriment or prejudice of the Group or divulge or communicate to any person, any trade, secret or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or
使用或向任何人洩露或傳達閣下可能知曉的有關本集團業務或事務的任何商業、秘密或保密資訊（不包括其所屬職能須知曉該等資訊的本集團僱員或董事，或對本集團負有保密義務的本集團專業顧問或代理人），而對本集團不利或產生損害；或者

(b) use for your own purpose or for any purpose other than those of the Group any information or knowledge of a confidential nature which you, may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which has come into the public domain (otherwise than through your default).
將閣下可能不時獲得的與本集團任何成員有關的任何機密資訊或知識用於閣下自己的目的或本集團以外的任何目的，但此限制不適用於並非因閣下的違約行為而已經進入公共領域的任何資訊或知識。

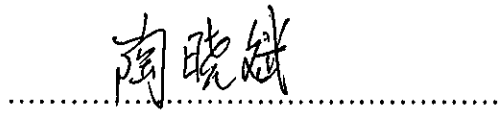
9 GOVERNING LAW
適用法律

9.1 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.
本函件之條款將受到中華人民共和國香港特別行政區法律所監管及解釋。

Please confirm your agreement to the above by signing and returning to us the enclosed duplicate of this letter.
請簽署並退回本公司附上之此函件的副本，以確認閣下同意上述事項。

Yours sincerely
此致

For and on behalf of
代表
CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司



Name: Tao Xiaobin
姓名: 陶曉斌
Title: Chairman of the Board and Executive Director
職銜: 董事局主席及執行董事

Acceptance of Appointment
接納委任

I, Fok Kai Kong Kenneth, have read and hereby accept and agree to the above terms regarding my appointment as an Independent Non-Executive Director of CTG Hongkong and Macao Culture and Tourism Holding Limited.
本人霍啟剛，已閱讀並謹此接受和同意上述關於本人獲委任為中旅港澳文旅控股有限公司之一名獨立非執行董事之條款。

.....
Name : Fok Kai Kong Kenneth
姓名 ：霍啟剛

HKID Number ~~/ Passport Number~~ : K984965(3)
香港身份証號碼 ~~/護照號碼~~ : K984965(3)

Date : October 27, 2026
日期: 2026年10月27日

CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

PRIVATE AND CONFIDENTIAL
私人及保密

Date: October 27, 2026
日期: 2026年10月27日

Addressee: Lu Qiannan
收件人 : 陸倩南

Appointment as an Independent Non-Executive Director of
CTG Hongkong and Macao Culture and Tourism Holding Limited (the "Company")
中旅港澳文旅控股有限公司(“本公司”)獨立非執行董事之委任

Dear Sir,
敬啟者

We hereby write to confirm your appointment as an Independent Non-Executive Director of the Company ("**INED**") with effect from the date of your acceptance of this letter (and subject to your consent to act as a director of the Company) on the following terms:
我們謹此致函確認，基於下述條款以及閣下同意出任本公司董事為前提，閣下獲委任為本公司一名獨立非執行董事(“**獨立非執行董事**”)，自閣下同意本函件日期起生效:

1 APPOINTMENT
委任

1.1 Your appointment will be subject to the requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") (the "**Listing Rules**") (as amended from time to time), the provisions of the Company's memorandum and articles of association (the "**M&A**") in force from time to time and any other applicable laws and regulations.
閣下之委任將受制於不時修訂的香港聯合交易所有限公司(“**聯交所**”)證券上市規則(“**上市規則**”)、本公司不時生效之組織章程大綱及細則(“**章程大綱及細則**”)以及其他適用法律和規則。

2 RE-ELECTION
重選

You will be subject to re-election at general meeting(s) of the Company in accordance with the Listing Rules and the Company's M&A.
按照上市規則及章程大綱及細則，閣下將受到在本公司股東大會上重選之規限。

3 TERMINATION

終止

3.1 Your appointment can be terminated either by you or by the Company giving the other party one month's written notice in advance, or at other notice period as agreed by both parties.
本公司及閣下各自可給予對方1個月提前書面通知，或其他雙方同意之通知期，以終止閣下之委任。

3.2 Notwithstanding the provisions set out in this letter, the Company shall be entitled to terminate your appointment at any time in accordance with the provisions of the M&A of the Company. Upon such termination or upon your resignation for any reason, you shall not be entitled to any damages or compensation for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment.
儘管本函件所載之條款，本公司有權按照章程大綱及細則之條款隨時終止閣下之委任，無論任何原因終止委任或閣下辭任，閣下將不獲得任何賠償或離職補償金，本公司不會就任何閣下尚未完結之任期支付閣下費用。

3.3 In the event that your appointment is terminated, you are required to immediately return to the Company all documents, materials (including copies) and other property belonging or relating to the Company or any subsidiary of the Company which is in your possession or under your control and which was compiled by or delivered to you during your appointment.
在閣下委任終止時，閣下須立即退回本公司所有文件、材料(包括副本)及其他財物或關於閣下任期內所持有、控制之本公司或任何本公司之附屬公司之相關文件。

4 DUTIES AND OBLIGATIONS
職責及義務

4.1 By accepting the appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of performing your duties and responsibilities. You shall devote such of your time, attention and skill as may reasonably be required to the duties of your position as an INED and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an INED. These will include (but are not limited to) attending Board meetings and general meetings of the Company and meetings of any board committee(s) of which you become a member.
在接受委任後，閣下確認將能夠分配足夠時間以能夠履行閣下之工作和責任。閣下應投入合理需要的時間、專注和技能來履行閣下作為獨立非執行董事的職責，並應忠實、勤勉地就閣下獨立非執行董事的職位適當地履行職責及行使權力。上述包括（但不限於）出席本公司的董事會會議和股東大會以及閣下作為成員的任何董事會委員會的會議。

4.2 **General Duties**
一般職責

4.2.1 During your appointment, you shall perform such functions and exercise such powers as are appropriate to your position as an INED of the Company. You shall, individually or collectively with other members of the board of directors (the "**Board**") as a whole, perform your fiduciary duties to the Company and exercise duties of skill, care and diligence at such level required by the Listing Rules (including without limitation of Rules 3.08, 3.09, 3.12 and 3.13) and all applicable laws, rules, codes and regulations.

在閣下任期中，閣下須履行作為本公司獨立非執行董事的功能和和權力，閣下須個別或與本公司董事局("**董事局**")其他成員共同地對本公司實施忠實義務，實行上市規則(包括但不限於第3.08、3.09、3.12及3.13條)及所有適用法律、法規、守則及規例所需的技能、謹慎和勤勉。

4.2.2 You may be required to serve on the audit committee, remuneration committee, nomination committee or other Board committee(s) of the Company and you shall attend meetings of such Board committee(s), and the Company's Board meetings and general meetings. Dates and details of the meetings shall be notified to you in advance.
閣下可能須要加人本公司審核委員會、薪酬委員會、提名委員會或其他董事局轄下委員會，閣下將須參加該等董事局轄下委員會的會議、本公司董事局會議及股東會。會議日期和詳情將預先通知閣下。

4.3 **Director's Information**
董事資料

You are required to provide upon your appointment with the Company, and subsequently to notify the Company of any change in a timely manner and confirm to the Company on a regular basis your information, including but not limited to the following, pursuant to the Listing Rules and applicable laws and regulations:
閣下須在受聘於本公司時及其後，按照上市規則及適用法律及規例，適時提供閣下任何變更及與本公司定期確認閣下之資料，包括(但不限於)以下事項:

- Information in accordance with rule 13.51(2)(a) to (x) of the Listing Rules;
  上市規則第13.51(2)(a) to (x)所載資料;
- Other directorships, offices held in public companies or organizations and other significant commitments;
  於其他公眾公司或機構之董事及高管職任，以及其他重要任命;
- Any direct conflict of interest which may arise due to your duties as an INED and any other duties or business interests which you currently have;
  閣下作為獨立非執行董事引起之任何直接利益衝突，以及目前持有的其他工作或商業利益;
- Up to date contact details; and
  最新聯絡資料；及
- Any interests in shares or securities of the Company pursuant to Part XV of the Securities and Futures Ordinance.
  按照證券及期貨條例第XV部在本公司股份或證券中擁有的任何權益。

4.4 **Code of Conduct, Corporate Governance Code and Applicable Regulations**
行為守則、企業管治守則及適用規定

During the period of your appointment you should:
閣下在任期內應當:

- comply with the Model Code for Securities Transactions by Directors of the Company set out in Appendix C3 to the Listing Rules adopted by the Company;
  遵守本公司採納的上市規則附錄C3所載上市公司董事進行證券交易的標準守則的要求;,

- comply and procure the Company to comply with the Corporate Governance Code contained in Appendix C1 to the Listing Rules;
  遵守並促使本公司遵守上市規則附錄C1之企業管治守則;
- at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company;
  在任何時候及時、充分地向董事會通報（如果要求的話，以書面形式）可能或可能導致閣下與本公司利益發生衝突的任何閣下之業務或其他活動;
- take all reasonable measures from time to time to ensure that proper safeguards exist to prevent a breach of a disclosure requirement in relation to the Company pursuant to Part XIVA of the Securities and Futures Ordinance; and
  不時採取一切合理措施，確保存在適當的保障措施，以避免違反根據證券及期貨條例第XIVA部就本公司作出的披露規定;及
- comply with such other codes or policies of the Company and all regulations applicable to the Company from time to time in force with respect to integrity, confidentiality and dealings in shares and securities etc.
  遵守本公司的其他守則或政策，以及有關誠信，保密及股份及證券交易等不時適用於本公司的所有規例。

5 REMUNERATION AND BENEFITS
報酬及福利

You will be entitled to receive a fee (tax exclusive, subject to review) for HK$350,000 per annum. If your appointment is terminated for any reason, and such termination occurs on a date other than a payment date, the compensation payable to you shall be calculated on a pro-rata basis from the date of the last payment made to you through the actual date of termination. Compensation shall be paid in monthly installments and must be paid on or before the last business day of the month (or such other date as the Company and you may mutually agree from time to time).
閣下將可獲得每年 350,000 港元之酬金(不含税，可予調整)。若閣下的委任因任何原因終止，而終止發生於支付日以外的日子，則應付予閣下的報酬將自上一個付款予閣下之日起至實際終止日按比例計算。報酬應分期每月發放，並須於該月的最後一個工作日或之前（或本公司及閣下不時統一的其他日子）發放。

6 EXPENSES AND PROFESSIONAL ADVICE
費用及專業意見

6.1 In addition to the fees described in clause 5 above, the Company shall reimburse you for all reasonable out-of-pocket expenses necessarily incurred by you in discharging your duties.
除了上述第5條所載之酬金外，閣下在履行職責期間所牽涉的合理費用及開銷，本公司均會以實報實銷的方式償付。

6.2 In order to enable you to carry out your duties properly, you will, after consultation with the chairman of the Board, be entitled to seek external independent professional advice at the Company's expense.
為確保閣下可適當地履行職責，閣下可在徵詢董事局主席意見後，可尋求外部獨立專業意見，本公司將承擔該等費用。

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保險

To the extent possible, the Company will use its reasonable endeavours to arrange appropriate director's and officer's liability insurance cover in respect of legal action against the directors. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
在可能情況下，本公司將作出合理的行動安排合適的董事及高級人員責任保險以保障董事可能面對的法律行動。但該保險不保障閣下直接或間接作為原告人而擁有利益的索償。

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8.1 You must apply the highest standards of confidentiality, and not at any time without prior written consent from the Company disclose to any person or company (whether during the course of your appointment or at any time after its termination), any confidential information concerning the Company, its subsidiaries and any affiliate of the Company (collectively, the "**Group**") with which you come into contact by virtue of your position as an INED.
閣下必須應用高度的保密標準，不應在任何時候未經本公司書面同意而向任何人或公司(不論在閣下任期內或終止任期後的任何時期)揭露你作為獨立非執行董事所得知的任何關於本公司、其附屬公司或其任何聯屬公司(統稱為"**本集團**")的機密資料。

8.2 You shall not, either during the term of your appointment as an INED or thereafter:-
在擔任獨立非執行董事期間或之後，閣下不得：-

(a) use to the detriment or prejudice of the Group or divulge or communicate to any person, any trade, secret or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or
使用或向任何人洩露或傳達閣下可能知曉的有關本集團業務或事務的任何商業、秘密或保密資訊（不包括其所屬職能須知曉該等資訊的本集團僱員或董事，或對本集團負有保密義務的本集團專業顧問或代理人），而對本集團不利或產生損害；或者

(b) use for your own purpose or for any purpose other than those of the Group any information or knowledge of a confidential nature which you, may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which has come into the public domain (otherwise than through your default).
將閣下可能不時獲得的與本集團任何成員有關的任何機密資訊或知識用於閣下自己的目的或本集團以外的任何目的，但此限制不適用於並非因閣下的違約行為而已經進入公共領域的任何資訊或知識。

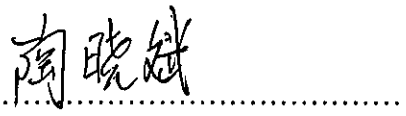
9 GOVERNING LAW
適用法律

9.1 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.
本函件之條款將受到中華人民共和國香港特別行政區法律所監管及解釋。

Please confirm your agreement to the above by signing and returning to us the enclosed duplicate of this letter.
請簽署並退回本公司附上之此函件的副本，以確認閣下同意上述事項。

Yours sincerely
此致

For and on behalf of
代表
CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司



Name: Tao Xiaobin
姓名: 陶曉斌
Title: Chairman of the Board and Executive Director
職銜: 董事局主席及執行董事

Acceptance of Appointment
接納委任

I, Lu Qiannan, have read and hereby accept and agree to the above terms regarding my appointment as an Independent Non-Executive Director of CTG Hongkong and Macao Culture and Tourism Holding Limited.
本人陸倩南，已閱讀並謹此接受和同意上述關於本人獲委任為中旅港澳文旅控股有限公司之一名獨立非執行董事之條款。

陸倩南
.....

Name : Lu Qiannan
姓名 : 陸倩南

HKID Number ~~/ Passport Number~~ : F012744(9)
香港身份証號碼 ~~/護照號碼~~ : F012744(9)
Date : October 27, 2026
日期: 2026年10月27日

CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

PRIVATE AND CONFIDENTIAL
私人及保密

Date: October 27, 2026
日期: 2026年10月27日

Addressee: Liu Xinxin
收件人 : 劉欣欣

Appointment as an Independent Non-Executive Director of CTG Hongkong and Macao Culture and Tourism Holding Limited (the "Company")
中旅港澳文旅控股有限公司(“本公司”)獨立非執行董事之委任

Dear Sir,
敬啟者

We hereby write to confirm your appointment as an Independent Non-Executive Director of the Company ("**INED**") with effect from the date of your acceptance of this letter (and subject to your consent to act as a director of the Company) on the following terms:
我們謹此致函確認，基於下述條款以及閣下同意出任本公司董事為前提，閣下獲委任為本公司一名獨立非執行董事(“**獨立非執行董事**”)，自閣下同意本函件日期起生效:

1 APPOINTMENT
委任

1.1 Your appointment will be subject to the requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") (the "**Listing Rules**") (as amended from time to time), the provisions of the Company's memorandum and articles of association (the **"M&A"**) in force from time to time and any other applicable laws and regulations.
閣下之委任將受制於不時修訂的香港聯合交易所有限公司(“**聯交所**”)證券上市規則(“**上市規則**”)、本公司不時生效之組織章程大綱及細則(“**章程大綱及細則**”)以及其他適用法律和規則。

2 RE-ELECTION
重選

You will be subject to re-election at general meeting(s) of the Company in accordance with the Listing Rules and the Company's M&A.
按照上市規則及章程大綱及細則，閣下將受到在本公司股東大會上重選之規限。

3 TERMINATION

終止

3.1 Your appointment can be terminated either by you or by the Company giving the other party one month's written notice in advance, or at other notice period as agreed by both parties.
本公司及閣下各自可給予對方1個月提前書面通知，或其他雙方同意之通知期，以終止閣下之委任。

3.2 Notwithstanding the provisions set out in this letter, the Company shall be entitled to terminate your appointment at any time in accordance with the provisions of the M&A of the Company. Upon such termination or upon your resignation for any reason, you shall not be entitled to any damages or compensation for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment.
儘管本函件所載之條款，本公司有權按照章程大綱及細則之條款隨時終止閣下之委任，無論任何原因終止委任或閣下辭任，閣下將不獲得任何賠償或離職補償金，本公司不會就任何閣下尚未完結之任期支付閣下費用。

3.3 In the event that your appointment is terminated, you are required to immediately return to the Company all documents, materials (including copies) and other property belonging or relating to the Company or any subsidiary of the Company which is in your possession or under your control and which was compiled by or delivered to you during your appointment.
在閣下委任終止時，閣下須立即退回本公司所有文件、材料(包括副本)及其他財物或關於閣下任期內所持有、控制之本公司或任何本公司之附屬公司之相關文件。

4 DUTIES AND OBLIGATIONS
職責及義務

4.1 By accepting the appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of performing your duties and responsibilities. You shall devote such of your time, attention and skill as may reasonably be required to the duties of your position as an INED and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an INED. These will include (but are not limited to) attending Board meetings and general meetings of the Company and meetings of any board committee(s) of which you become a member.
在接受委任後，閣下確認將能夠分配足夠時間以能夠履行閣下之工作和責任。閣下應投入合理需要的時間、專注和技能來履行閣下作為獨立非執行董事的職責，並應忠實、勤勉地就閣下獨立非執行董事的職位適當地履行職責及行使權力。上述包括（但不限於）出席本公司的董事會會議和股東大會以及閣下作為成員的任何董事會委員會的會議。

4.2 General Duties
一般職責

4.2.1 During your appointment, you shall perform such functions and exercise such powers as are appropriate to your position as an INED of the Company. You shall, individually or collectively with other members of the board of directors (the "**Board**") as a whole, perform your fiduciary duties to the Company and exercise duties of skill, care and diligence at such level required by the Listing Rules (including without limitation of Rules 3.08, 3.09, 3.12 and 3.13) and all applicable laws, rules, codes and regulations.

在閣下任期中，閣下須履行作為本公司獨立非執行董事的功能和和權力，閣下須個別或與本公司董事局("**董事局**")其他成員共同地對本公司實施忠實義務，實行上市規則(包括但不限於第3.08、3.09、3.12及3.13條)及所有適用法律、法規、守則及規例所需的技能、謹慎和勤勉。

4.2.2 You may be required to serve on the audit committee, remuneration committee, nomination committee or other Board committee(s) of the Company and you shall attend meetings of such Board committee(s), and the Company's Board meetings and general meetings. Dates and details of the meetings shall be notified to you in advance.
閣下可能須要加人本公司審核委員會、薪酬委員會、提名委員會或其他董事局轄下委員會，閣下將須參加該等董事局轄下委員會的會議、本公司董事局會議及股東會。會議日期和詳情將預先通知閣下。

4.3 **Director's Information**
董事資料

You are required to provide upon your appointment with the Company, and subsequently to notify the Company of any change in a timely manner and confirm to the Company on a regular basis your information, including but not limited to the following, pursuant to the Listing Rules and applicable laws and regulations:
閣下須在受聘於本公司時及其後，按照上市規則及適用法律及規例，適時提供閣下任何變更及與本公司定期確認閣下之資料，包括(但不限於)以下事項:

- Information in accordance with rule 13.51(2)(a) to (x) of the Listing Rules;
上市規則第13.51(2)(a) to (x)所載資料;
- Other directorships, offices held in public companies or organizations and other significant commitments;
於其他公眾公司或機構之董事及高管職任，以及其他重要任命;
- Any direct conflict of interest which may arise due to your duties as an INED and any other duties or business interests which you currently have;
閣下作為獨立非執行董事引起之任何直接利益衝突，以及目前持有的其他工作或商業利益;
- Up to date contact details; and
最新聯絡資料；及
- Any interests in shares or securities of the Company pursuant to Part XV of the Securities and Futures Ordinance.
按照證券及期貨條例第XV部在本公司股份或證券中擁有的任何權益。

4.4 **Code of Conduct, Corporate Governance Code and Applicable Regulations**
行為守則、企業管治守則及適用規定

During the period of your appointment you should:
閣下在任期內應當:

- comply with the Model Code for Securities Transactions by Directors of the Company set out in Appendix C3 to the Listing Rules adopted by the Company;
遵守本公司採納的上市規則附錄C3所載上市公司董事進行證券交易的標準守則的要求;,

- comply and procure the Company to comply with the Corporate Governance Code contained in Appendix C1 to the Listing Rules;
  遵守並促使本公司遵守上市規則附錄C1之企業管治守則;
- at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company;
  在任何時候及時、充分地向董事會通報（如果要求的話，以書面形式）可能或可能導致閣下與本公司利益發生衝突的任何閣下之業務或其他活動;
- take all reasonable measures from time to time to ensure that proper safeguards exist to prevent a breach of a disclosure requirement in relation to the Company pursuant to Part XIVA of the Securities and Futures Ordinance; and
  不時採取一切合理措施，確保存在適當的保障措施，以避免違反根據證券及期貨條例第XIVA部就本公司作出的披露規定;及
- comply with such other codes or policies of the Company and all regulations applicable to the Company from time to time in force with respect to integrity, confidentiality and dealings in shares and securities etc.
  遵守本公司的其他守則或政策，以及有關誠信，保密及股份及證券交易等不時適用於本公司的所有規例。

5 REMUNERATION AND BENEFITS
報酬及福利

You will be entitled to receive a fee (tax exclusive, subject to review) for HK$350,000 per annum. If your appointment is terminated for any reason, and such termination occurs on a date other than a payment date, the compensation payable to you shall be calculated on a pro-rata basis from the date of the last payment made to you through the actual date of termination. Compensation shall be paid in monthly installments and must be paid on or before the last business day of the month (or such other date as the Company and you may mutually agree from time to time).
閣下將可獲得每年 350,000 港元之酬金(不含税，可予調整)。若閣下的委任因任何原因終止，而終止發生於支付日以外的日子，則應付予閣下的報酬將自上一個付款予閣下之日起至實際終止日按比例計算。報酬應分期每月發放，並須於該月的最後一個工作日或之前（或本公司及閣下不時統一的其他日子）發放。

6 EXPENSES AND PROFESSIONAL ADVICE
費用及專業意見

6.1 In addition to the fees described in clause 5 above, the Company shall reimburse you for all reasonable out-of-pocket expenses necessarily incurred by you in discharging your duties.
除了上述第5條所載之酬金外，閣下在履行職責期間所牽涉的合理費用及開銷，本公司均會以實報實銷的方式償付。

6.2 In order to enable you to carry out your duties properly, you will, after consultation with the chairman of the Board, be entitled to seek external independent professional advice at the Company's expense.
為確保閣下可適當地履行職責，閣下可在徵詢董事局主席意見後，可尋求外部獨立專業意見，本公司將承擔該等費用。

7 INSURANCE
保險

To the extent possible, the Company will use its reasonable endeavours to arrange appropriate director's and officer's liability insurance cover in respect of legal action against the directors. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
在可能情況下，本公司將作出合理的行動安排合適的董事及高級人員責任保險以保障董事可能面對的法律行動。但該保險不保障閣下直接或間接作為原告人而擁有利益的索償。

8 CONFIDENTIALITY
保密

8.1 You must apply the highest standards of confidentiality, and not at any time without prior written consent from the Company disclose to any person or company (whether during the course of your appointment or at any time after its termination), any confidential information concerning the Company, its subsidiaries and any affiliate of the Company (collectively, the "**Group**") with which you come into contact by virtue of your position as an INED.
閣下必須應用高度的保密標準，不應在任何時候未經本公司書面同意而向任何人或公司(不論在閣下任期內或終止任期後的任何時期)揭露你作為獨立非執行董事所得知的任何關於本公司、其附屬公司或其任何聯屬公司(統稱為"**本集團**")的機密資料。

8.2 You shall not, either during the term of your appointment as an INED or thereafter:-
在擔任獨立非執行董事期間或之後，閣下不得：-

(a) use to the detriment or prejudice of the Group or divulge or communicate to any person, any trade, secret or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or
使用或向任何人洩露或傳達閣下可能知曉的有關本集團業務或事務的任何商業、秘密或保密資訊（不包括其所屬職能須知曉該等資訊的本集團僱員或董事，或對本集團負有保密義務的本集團專業顧問或代理人），而對本集團不利或產生損害；或者

(b) use for your own purpose or for any purpose other than those of the Group any information or knowledge of a confidential nature which you, may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which has come into the public domain (otherwise than through your default).
將閣下可能不時獲得的與本集團任何成員有關的任何機密資訊或知識用於閣下自己的目的或本集團以外的任何目的，但此限制不適用於並非因閣下的違約行為而已經進入公共領域的任何資訊或知識。

9 GOVERNING LAW
適用法律

9.1 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.
本函件之條款將受到中華人民共和國香港特別行政區法律所監管及解釋。

Please confirm your agreement to the above by signing and returning to us the enclosed duplicate of this letter.
請簽署並退回本公司附上之此函件的副本，以確認閣下同意上述事項。

Yours sincerely
此致

For and on behalf of
代表
CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

.....

Name: Tao Xiaobin
姓名: 陶曉斌
Title: Chairman of the Board and Executive Director
職銜: 董事局主席及執行董事

Acceptance of Appointment
接納委任

I, Liu Xinxin, have read and hereby accept and agree to the above terms regarding my appointment as an Independent Non-Executive Director of CTG Hongkong and Macao Culture and Tourism Holding Limited.
本人劉欣欣，已閱讀並謹此接受和同意上述關於本人獲委任為中旅港澳文旅控股有限公司之一名獨立非執行董事之條款。

.....
Name : Liu Xinxin
姓名 ：劉欣欣

PRC Passport Number : ER7841309
中國護照號碼 ：ER7841309

Date : October 27, 2026
日期: 2026年10月27日

CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

PRIVATE AND CONFIDENTIAL
私人及保密

Date: October 27, 2026
日期: 2026年10月27日

Addressee: Li Baolin
收件人 : 李寶林

Appointment as an Independent Non-Executive Director of CTG Hongkong and Macao Culture and Tourism Holding Limited (the "Company")
中旅港澳文旅控股有限公司(“本公司”)獨立非執行董事之委任

Dear Sir,
敬啟者

We hereby write to confirm your appointment as an Independent Non-Executive Director of the Company ("**INED**") with effect from the date of your acceptance of this letter (and subject to your consent to act as a director of the Company) on the following terms:
我們謹此致函確認，基於下述條款以及閣下同意出任本公司董事為前提，閣下獲委任為本公司一名獨立非執行董事(“**獨立非執行董事**”)，自閣下同意本函件日期起生效:

1 APPOINTMENT
委任

1.1 Your appointment will be subject to the requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") (the "**Listing Rules**") (as amended from time to time), the provisions of the Company's memorandum and articles of association (the **"M&A"**) in force from time to time and any other applicable laws and regulations.
閣下之委任將受制於不時修訂的香港聯合交易所有限公司(“**聯交所**”)證券上市規則(“**上市規則**”)、本公司不時生效之組織章程大綱及細則(“**章程大綱及細則**”)以及其他適用法律和規則。

2 RE-ELECTION
重選

You will be subject to re-election at general meeting(s) of the Company in accordance with the Listing Rules and the Company's M&A.
按照上市規則及章程大綱及細則，閣下將受到在本公司股東大會上重選之規限。

3 TERMINATION

終止

3.1 Your appointment can be terminated either by you or by the Company giving the other party one month's written notice in advance, or at other notice period as agreed by both parties.
本公司及閣下各自可給予對方1個月提前書面通知，或其他雙方同意之通知期，以終止閣下之委任。

3.2 Notwithstanding the provisions set out in this letter, the Company shall be entitled to terminate your appointment at any time in accordance with the provisions of the M&A of the Company. Upon such termination or upon your resignation for any reason, you shall not be entitled to any damages or compensation for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment.
儘管本函件所載之條款，本公司有權按照章程大綱及細則之條款隨時終止閣下之委任，無論任何原因終止委任或閣下辭任，閣下將不獲得任何賠償或離職補償金，本公司不會就任何閣下尚未完結之任期支付閣下費用。

3.3 In the event that your appointment is terminated, you are required to immediately return to the Company all documents, materials (including copies) and other property belonging or relating to the Company or any subsidiary of the Company which is in your possession or under your control and which was compiled by or delivered to you during your appointment.
在閣下委任終止時，閣下須立即退回本公司所有文件、材料(包括副本)及其他財物或關於閣下任期內所持有、控制之本公司或任何本公司之附屬公司之相關文件。

4 DUTIES AND OBLIGATIONS
職責及義務

4.1 By accepting the appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of performing your duties and responsibilities. You shall devote such of your time, attention and skill as may reasonably be required to the duties of your position as an INED and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an INED. These will include (but are not limited to) attending Board meetings and general meetings of the Company and meetings of any board committee(s) of which you become a member.
在接受委任後，閣下確認將能夠分配足夠時間以能夠履行閣下之工作和責任。閣下應投入合理需要的時間、專注和技能來履行閣下作為獨立非執行董事的職責，並應忠實、勤勉地就閣下獨立非執行董事的職位適當地履行職責及行使權力。上述包括（但不限於）出席本公司的董事會會議和股東大會以及閣下作為成員的任何董事會委員會的會議。

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一般職責

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4.2.2 You may be required to serve on the audit committee, remuneration committee, nomination committee or other Board committee(s) of the Company and you shall attend meetings of such Board committee(s), and the Company's Board meetings and general meetings. Dates and details of the meetings shall be notified to you in advance.
閣下可能須要加人本公司審核委員會、薪酬委員會、提名委員會或其他董事局轄下委員會，閣下將須參加該等董事局轄下委員會的會議、本公司董事局會議及股東會。會議日期和詳情將預先通知閣下。

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- Information in accordance with rule 13.51(2)(a) to (x) of the Listing Rules;
  上市規則第13.51(2)(a) to (x)所載資料;
- Other directorships, offices held in public companies or organizations and other significant commitments;
  於其他公眾公司或機構之董事及高管職任，以及其他重要任命;
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- Up to date contact details; and
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- comply with the Model Code for Securities Transactions by Directors of the Company set out in Appendix C3 to the Listing Rules adopted by the Company;
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除了上述第5條所載之酬金外，閣下在履行職責期間所牽涉的合理費用及開銷，本公司均會以實報實銷的方式償付。

6.2 In order to enable you to carry out your duties properly, you will, after consultation with the chairman of the Board, be entitled to seek external independent professional advice at the Company's expense.
為確保閣下可適當地履行職責，閣下可在徵詢董事局主席意見後，可尋求外部獨立專業意見，本公司將承擔該等費用。

7 INSURANCE
保險

To the extent possible, the Company will use its reasonable endeavours to arrange appropriate director's and officer's liability insurance cover in respect of legal action against the directors. Such insurance may not cover claims in which you are directly or indirectly interested as the claimant.
在可能情況下，本公司將作出合理的行動安排合適的董事及高級人員責任保險以保障董事可能面對的法律行動。但該保險不保障閣下直接或間接作為原告人而擁有利益的索償。

8 CONFIDENTIALITY
保密

8.1 You must apply the highest standards of confidentiality, and not at any time without prior written consent from the Company disclose to any person or company (whether during the course of your appointment or at any time after its termination), any confidential information concerning the Company, its subsidiaries and any affiliate of the Company (collectively, the "**Group**") with which you come into contact by virtue of your position as an INED.
閣下必須應用高度的保密標準，不應在任何時候未經本公司書面同意而向任何人或公司(不論在閣下任期內或終止任期後的任何時期)揭露你作為獨立非執行董事所得知的任何關於本公司、其附屬公司或其任何聯屬公司(統稱為"**本集團**")的機密資料。

8.2 You shall not, either during the term of your appointment as an INED or thereafter:-
在擔任獨立非執行董事期間或之後，閣下不得：-

(a) use to the detriment or prejudice of the Group or divulge or communicate to any person, any trade, secret or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or
使用或向任何人洩露或傳達閣下可能知曉的有關本集團業務或事務的任何商業、秘密或保密資訊（不包括其所屬職能須知曉該等資訊的本集團僱員或董事，或對本集團負有保密義務的本集團專業顧問或代理人），而對本集團不利或產生損害；或者

(b) use for your own purpose or for any purpose other than those of the Group any information or knowledge of a confidential nature which you, may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which has come into the public domain (otherwise than through your default).
將閣下可能不時獲得的與本集團任何成員有關的任何機密資訊或知識用於閣下自己的目的或本集團以外的任何目的，但此限制不適用於並非因閣下的違約行為而已經進入公共領域的任何資訊或知識。

9 GOVERNING LAW
適用法律

9.1 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.
本函件之條款將受到中華人民共和國香港特別行政區法律所監管及解釋。

Please confirm your agreement to the above by signing and returning to us the enclosed duplicate of this letter.
請簽署並退回本公司附上之此函件的副本，以確認閣下同意上述事項。

Yours sincerely
此致

For and on behalf of
代表
CTG Hongkong and Macao Culture and Tourism Holding Limited
中旅港澳文旅控股有限公司

.....

Name: Tao Xiaobin
姓名: 陶曉斌
Title: Chairman of the Board and Executive Director
職銜: 董事局主席及執行董事

Acceptance of Appointment
接納委任

I, Li Baolin, have read and hereby accept and agree to the above terms regarding my appointment as an Independent Non-Executive Director of CTG Hongkong and Macao Culture and Tourism Holding Limited.
本人李寶林，已閱讀並謹此接受和同意上述關於本人獲委任為中旅港澳文旅控股有限公司之一名獨立非執行董事之條款。

.....
Name : Li Baolin
姓名 ：李寶林

PRC ID Number: 110102196410103338
中國身份証號碼: 110102196410103338
Date : October 27, 2026
日期: 2026年10月27日