



# SUN INTERNATIONAL GROUP LIMITED

# 太陽國際集團有限公司

listed on The Stock Exchange of Hong Kong – Stock Code: 8029 香港聯合交易所上市公司 - 股票代碼 : 8029

## Letter of Appointment – Independent Non-executive Director

Mr. Jim Ka Shun

Date: 1 September, 2021

Unit 1, 23/F,  
Kam Yan House,  
Kam Hay Court,  
N.T.

Dear Sir

We, Sun International Group Limited, a company incorporated under the laws of Cayman Islands whose registered office is at Century Yard, Cricket Square, Hutchins Drive, P.O. Box 2681GT, George Town, Cayman Islands (the “**Company**”) and having a principal place of business in Hong Kong at Room 2603, 26/F, One Harbour Square, 181 Hoi Bun Road, Kowloon, HEREBY APPOINT Mr. Jim Ka Shun (holder of HKID Card number Z316202(9) of Unit 1, 23/F, Kam Yan House, Kam Hay Court, N.T.) (the “**Appointee**”) as an independent non-executive director of the Company on and subject to the terms and conditions specified herein.

### 1. **APPOINTMENT AND TERM**

The said appointment shall commence on 1 September 2021 and shall continue subject as hereinafter mentioned for a period of 1 year from such date unless previously terminated in accordance with the terms and conditions specified herein.

### 2. **SCOPE OF THE APPOINTMENT**

2.1 For the purpose of the said appointment, the Appointee shall:

- (A) devote such of his time and his attention and skill as may reasonably be required to discharge the duties of his office;
- (B) faithfully and diligently perform such duties and exercise such powers consistent with the office to which he is appointed; and
- (C) comply with all applicable rules of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and the Company's rules, regulations, policies and procedures from time to time in force.

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



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### 3. RESTRICTIONS ON OTHER ACTIVITIES BY THE APPOINTEE

During the term of this Letter of Appointment:-

The Appointee shall comply with (i) every applicable rule of law, (ii) the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange (“GEM Listing Rules”) and (iii) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.

For the purpose of this letter, the “Group” means the Company and its subsidiaries (as such term is defined in the GEM Listing Rules).

### 4. REMUNERATION

4.1 The Appointee shall be entitled to a remuneration in the sum of Hong Kong Dollars Three Thousand (HK\$30,000) per quarter.

4.2 During the term of this Letter of Appointment, the Company shall reimburse the Appointee (against receipts) all reasonable out-of-pocket expenses properly incurred by the Appointee in the performance of his duties hereunder or otherwise in connection with the business of the Company.

### 5. TERMINATION

5.1 The appointment of the Appointee hereunder shall be subject to termination by the Company at any time by summary notice in writing if the Appointee commits any breach of any of his material obligations and/or undertakings hereunder or commits an act of bankruptcy or commits any act which would, under any applicable laws and regulations, permit the Company to terminate his appointment hereunder.

5.2 Either party to this Letter of Appointment shall be entitled to terminate the Appointee’s appointment hereunder at any time by giving the other party at least one (1) month’s notice in writing.

5.3 On the termination of his appointment hereunder howsoever arising the Appointee shall at the request of the Company resign from office as a Director of the Company and (if appropriate) as a director of any other members of the Group.

5.4 Termination of the Appointee's appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provisions of Clause 6.

### 6. CONFIDENTIAL INFORMATION AND COMPANY DOCUMENTS

6.1 The Appointee shall neither during his appointment hereunder (except in the proper performance of his duties) nor at any time (without limit) after the termination of his appointment hereunder:

(A) divulge or communicate to any person, company, business entity or other organisation;

(B) use for his own purposes or for any purposes other than those of the Company or any company in the Group; or



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- (C) through any failure to exercise due care and diligence, cause any unauthorised disclosure of any trade secrets or Confidential Information (as defined in Clause 6.2 hereof) relating to the Company or any other company in the Group, but so that these restrictions shall cease to apply to any information which shall become generally available to the public otherwise than as a result of a breach of this Clause by the Appointee.
- 6.2 “Confidential Information” means all confidential information relating to, or belonging to, any member of the Group including without limitation information relating to the business, customers, suppliers, employees, finances, investments, plans, strategies, know-how, researches, investigations, undertakings, intellectual properties or production process of any member of the Group.
- 6.3 All notes, memoranda, records, lists of tenants and employees, correspondence, documents, computers and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever relating to the business of the Company or any other company in the Group (and any copies of the same):
- (A) shall be and remain the property of the Company or the relevant company in the Group; and
- (B) shall be handed over by the Appointee to the Company or to the relevant company in the Group on demand on the termination of the Appointee's appointment hereunder.

## 7. NOTICES

- 7.1 Any notice, demand or other communication to be given by either Party to the other Party under this Agreement shall be in writing, and shall be deemed duly served if:
- (A) delivered personally;
- (B) sent by prepaid registered post; or
- (C) sent by facsimile transmission,
- to the address or facsimile number (as the case may be) of such other Party previously in writing notified (in accordance with the provisions of this Agreement and stating in clear terms the intention to change the address or facsimile number, as the case may be) to the Party serving the same.
- 7.2 A notice, demand or other communication shall be deemed served:
- (A) if delivered personally, at the time of delivery;
- (B) if sent by post, at the expiration of two business days after the envelope containing the same has been delivered into the custody of the postal authorities; and



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(C) if sent by facsimile transmission, upon receipt by the Party giving the same of machine printed confirmation of such transmission.

7.3 In proving the service of any notice, demand or other communication, it shall be sufficient to prove that:

(A) in the case of personal delivery, the same has been delivered or left at the address of the Party to be served on;

(B) in the case of a letter, the envelope containing the same has been properly addressed, delivered into the custody of the postal authorities and duly stamped; and

(C) in the case of a facsimile transmission, the same has been duly transmitted to the facsimile number of the Party to be served on.

#### 8. LAW AND JURISDICTION

This Letter of Appointment shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region (“Hong Kong”) and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

For and on behalf of  
Sun International Group Limited

Cheng Mei Ching  
Executive Director

I, Jim Ka Shun (holder of HKID Card number Z316202(9) of Unit 1, 23/F, Kam Yan House, Kam Hay Court, N.T.), the Appointee, HEREBY AGREE TO ACT as an independent non-executive director of the Company on and subject to the terms and conditions as hereinbefore mentioned.

Jim Ka Shun  
Date: