

SAMSON HOLDING LTD.

(Incorporated in the Cayman Islands with limited liability)

Unit 1007, 10th Floor, Haleson Building, 1 Jubilee Street, Central, Hong Kong

21 March 2024

PRIVATE AND CONFIDENTIAL

Hung-Kang LIN

5F-2, No. 85, Gongzheng Rd., West Dist.,

Taichung City 403517, Taiwan (R.O.C.)

Dear Mr. LIN

SAMSON HOLDING LTD. (the “Company”)

Appointment as an Independent Non-Executive Director of the Company

We hereby write to confirm your appointment as an Independent Non-Executive Director (“INED”) of the Company with effect from 21 March 2024 on the following terms:

1 APPOINTMENT

- 1.1 Subject to the provisions set out below in this letter, the term of your appointment will be three years commencing on 21 March 2024.
- 1.2 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 articles of association in force from time to time and any other applicable laws and regulations.

2 RE-ELECTION

- 2.1 You will be subject to re-election by the Company at general meeting in accordance with the Listing Rules and the Company’s articles of association.

3 TERMINATION

- 3.1 Your appointment can be terminated by you or by the Company giving the other party three months’ written notice in advance.
- 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 articles of association of the Company. Upon such termination or upon your resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of your appointment.

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.

4 DUTIES AND OBLIGATIONS

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.

4.2 General Duties

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 and 3.09 and all applicable laws and regulations).

4.3 Director's Information

4.3.1 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:

- Information in accordance with rule 13.51(2)(a) to (v) of the Listing Rules;
- Other directorships, offices held in public companies or organizations and other significant commitments;
- 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;
- Up to date contact details; and
- Any interests in shares or securities of the Company pursuant to Part XV of the Securities and Futures Ordinance.

4.4 Code of Conduct, Corporate Governance Code and Applicable Regulations

4.4.1 During the period of your appointment you should:

- comply with the Code for Securities Transactions by Directors adopted by the Company;
- comply and procure the Company to comply with the Corporate Governance Code contained in Appendix 14 of the Listing Rules; and

- 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”
- 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.

5 FEES

- 5.1 You will be entitled to a fee for your services as an INED of HK\$240,000 per annum (less any necessary statutory deductions). This will be payable in arrears by equal quarterly instalments.

6 EXPENSES AND PROFESSIONAL ADVICE

- 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.
- 6.2 In order to enable you to carry out your duties of your office, you will after consultation with the chairman of the Board (and, if appropriate, jointly with any other INED whose interests are the same as yours) be entitled to seek external independent legal advice at the Company’s expense.

7 OTHER DIRECTORSHIPS AND BUSINESS INTERESTS

- 7.1 The Company recognised that you have other duties and business interests. Accordingly, you will be expected to notify the chairman of the Board of 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.
- 7.2 During your appointment you will consult with the chairman of the Board prior to accepting any other (or further) directorships of listed companies.

8 INSURANCE

- 8.1 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.

9 CONFIDENTIALITY

- 9.1 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 and any affiliate of the Company with which you come into contact by virtue of your position as an INED.

10 NOTICES

- 10.1 Any notices given under this letter may be given either personally or by post or fax or email. Notice to the Company shall be sent to the following address and marked for the attention of the Company Secretary.

Samson Holding Ltd.
Unit 1007, 10th Floor, Haleson Building
1 Jubilee Street, Central,
Hong Kong
Tel: +852-3792 0540
Fax: +852-3186 2966

Notices to you may be given to you personally or sent to you last known address.

- 10.2 Except for notices given by hand, notices will be deemed to have been given at the time at which the letter or fax would be delivered in the ordinary course of post or transmission.

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.

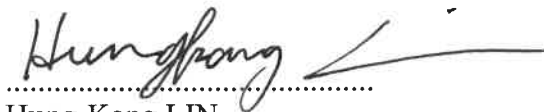
Please confirm your agreement to the above by signing and returning to us the enclosed duplicate of this letter.

Yours sincerely
For and on behalf of
SAMSON HOLDING LTD.



Yi-Mei LIU
Deputy Chairman

I have read and hereby accept and agree to the above terms regarding my appointment as a Independent Non- Executive Director of Samson Holding Ltd.



Hung-Kang LIN