

C.banner International Holdings Limited
(incorporated in Bermuda with limited liability)

Date : 6 August 2021
Name : Mr. Xu Chengming
Address : Room 704, Unit 2, Building 6
No. 5 Huayuan Road
Xuanwu District
Nanjing, China

Dear Sir,

Appointment of Independent Non-Executive Director

We hereby write to confirm the terms and conditions of your appointment as an independent non-executive director of C.banner International Holdings Limited (the “**Company**”):

1. We hereby appoint you to act as an independent non-executive director of the Company (an “**Independent Non-Executive Director**”) subject to the terms and conditions hereinafter provided.
2. Your appointment as an Independent Non-Executive Director shall take effect for a term of one year commencing from 6 August 2021, and subject to the provisions of the Company’s articles of association in force from time to time (the “**Articles**”) and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”), this appointment letter shall continue thereafter for successive one-year terms unless either party terminate the appointment hereunder by giving the other not less than one (1) month’s prior notice in writing.
3. You shall be entitled to a remuneration of HK\$200,000 per annum (or such other fee as reviewed and agreed by us and your goodself and approved by the shareholders of the Company), payable in arrears monthly in equal sum on a twelve months’ basis. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.
4. Your appointment is subject to the provisions of the Articles, the Listing Rules and all other applicable laws, rules and regulations. As an Independent Non-Executive Director, you are required to observe and comply with the independence requirements as set out in Rule 3.13 of the Listing Rules and are required to provide an annual confirmation of your independence to the Company. By accepting this appointment, you will be deemed to have represented to the Company and The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) that you have satisfied the above requirements to act as an Independent Non-Executive Director. You undertake to inform the Company promptly upon you becoming aware of any event which may affect your independence under the Listing Rules.
5. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Independent Non-Executive Director. These will include (but not limited to) attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member.
6. In the discharge of your duties and functions as an Independent Non-Executive Director, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares

and notifications required to be made by a director to the Company and/or any other regulatory body. In addition, you shall observe, and use your best endeavours to procure that the Company and its subsidiaries (together, the “**Group**”) observe the rules and regulations of the Stock Exchange and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs and other laws, regulations and rules applicable to the Group.

7. You shall not, either during the term of your appointment as an Independent Non-Executive Director or thereafter:
 - (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
 - (b) use for your own purpose or for any purposes 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 may come into the public domain (otherwise than through your default).
8. You shall not, during the term of your appointment and for six months thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business or enterprise which competes or is likely to compete or has a significant business relation with any Group company without the prior written consent of the board of the Company, such consent not to be unreasonably withheld or delayed.
9. You shall promptly upon request by the Company or in any event upon your ceasing to be an Independent Non-Executive Director deliver up to the Company all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
10. Without prejudice to paragraph 2 above, your appointment hereunder shall forthwith terminate on your ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws, rules and regulations.
11. Your signature on the duplicate copy of this letter shall constitute your irrevocable resignation as a director of the Company with effect from the date of expiry of the term of your appointment as specified in paragraph 2 above provided that if the board of directors of the Company agrees with you in writing that you will serve as a director until a later date then the date of your resignation shall be effective from such later date or any extension thereof agreed in writing as aforesaid.

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

Please sign, date and return to us the duplicate copy of this letter of appointment to confirm your acceptance of its terms.

Yours faithfully,

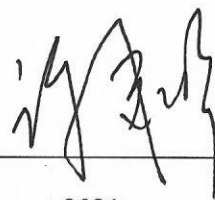
For and on behalf of

C.banner International Holdings Limited



I, Mr. Xu Chengming, hereby accept my appointment as an independent non-executive director of C.banner International Holdings Limited on the terms and conditions as set out above, of which this is a copy.

Signed: _____

A handwritten signature in black ink, appearing to be 'Xu Chengming', written over a horizontal line.

Date: 6 August 2021