SHEIN Global Holdings Limited
希音国际控股有限公司

AND

YANGTIAN XU （许仰天）

EXECUTIVE DIRECTOR SERVICE AGREEMENT

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THIS AGREEMENT is made on the 20th day of August 2026.

BETWEEN

(1) **SHEIN Global Holdings Limited (希音国际控股有限公司)**, a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the "**Company**"); and

(2) **Yangtian Xu (许仰天)**, an individual residing at Room 1809, No. 113, Wan Hui 2nd Road, Nancun Town, Panyu District, Guangzhou, Guangdong Province, China (the "**Director**").

(the "**Agreement**")

WHEREAS

(A) the Company has appointed the Director and the Director has agreed to serve the Company as the chief executive officer of the Company and an executive director of the Company (the "**Executive Director**"), by providing the Company with the services hereinafter described on the terms and conditions set out below.

IT IS HEREBY AGREED

1. INTERPRETATION

1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

"Appointment"	the appointment of the Director as an executive director of the Company pursuant to Clause 2.1;
"Articles of Association"	the articles of association of the Company from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
"associate(s)"	shall have the meaning ascribed to it in the Listing Rules;
"Board"	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
"Business"	all the business and affairs carried out by the Group or any member of the Group from time to time;
"business day"	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
"China" or "PRC"	the People's Republic of China;

"Confidential Information"	in relation to all businesses carried on by the Group from time to time, all information, know-how, trade secrets and records (in whatever form held), including (without limitation) all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known;
"Group"	the Company, and its subsidiaries from time to time;
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC;
"HK$"	Hong Kong dollar, the lawful currency of Hong Kong;
"Listing Date"	the first day when dealings in the Shares commence on the Stock Exchange;
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
"Memorandum"	the memorandum of association of the Company from time to time or, if the context requires, the memorandum of association of the relevant company in the Group from time to time;
"RMB"	Renminbi, the lawful currency of China;
"Shares"	the class A and/or class B ordinary shares in the share capital of the Company;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited; and
"subsidiary(ies)"	shall have the meaning as ascribed to it in the Listing Rules.

1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.

1.3 References herein to "Clause" are to clauses of this Agreement.

1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.

1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.

2. APPOINTMENT AND TERM

2.1 The Director was appointed on 30 June 2014 and has served as a Director of the Company. The Company has designated the Director as an executive director of the Company. The Director shall continue to serve the Company as an Executive Director

and carry out their duties hereunder from the Listing Date, subject to and upon the terms set out below.

2.2 Subject to the provisions for termination set out in Clause 7, the Articles of Association and the Listing Rules, the Appointment shall continue for an initial term of three (3) years from the Listing Date or until the third annual general meeting of the Company after the Listing Date, whichever is sooner. The Appointment shall, subject always to retirement and re-election as and when required under the Articles of Association and the requirements of the Listing Rules, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 7 or by either party giving to the other not less than three (3) months prior notice in writing.

2.3 The Director has also been appointed as a member of the remuneration committee and a member of the nomination committee of the Board.

3. DIRECTOR'S DUTIES AND SERVICES

3.1 The Director in their office as an Executive Director shall:

(a) act honestly and in good faith in the interests of the Company as a whole;

(b) act for a proper purpose;

(c) be answerable to the Company for the application or misapplication of its assets;

(d) avoid actual and potential conflicts of interest and duty;

(e) disclose fully and fairly their interests in contracts with the Company;

(f) apply such degree of skill, care and diligence as may reasonably be expected of a person of their knowledge and experience and holding their office within the Company;

(g) comply to the best of their ability with the Listing Rules and the Company's rules, regulations, policies and procedures from time to time in force;

(h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company's compliance with the Listing Rules;

(i) comply with all of the requirements set out in Rules 3.09, 3.09A, 3.09B, 3.09C and 3.09D of the Listing Rules, as amended from time to time;

(j) in the discharge of their duties and in the exercise of their powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to them by the Board to the best of their skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board; and

(k) in pursuance of their duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.

3.2 The Director shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of their business or other activities which would or may cause them to be in conflict with the interests of the Group and obtain the Board's approval of any such proposed business or other activities.

3.3 The Director shall at all times promptly give to the Board (in writing if so requested) all such information as the Board may reasonably require in relation to their duties hereunder and of the Business in so far as such information is or ought to be within the knowledge of the Director, and shall at the Board's request provide further explanation in relation to such information.

3.4 The Director shall carry out their duties and exercise their powers jointly with any other director or executive officer as shall from time to time be appointed by the Board to act jointly with the Director. The Board may at any time and without explanation require the Director to cease performing any of their duties or exercising any of their powers under this Agreement.

3.5 The Director shall be required to carry out their duties in China or Hong Kong or such other locations as the Board may request or as the interests, needs, business and opportunities of the Group will require or be deemed desirable by the Board.

4. REMUNERATION

4.1 During the term, the Company will provide the Director with benefits and expenses pursuant to Clause 5 only.

4.2 The Director will not receive any remuneration in connection with the performance of their duties under the Appointment from the Listing Date, except otherwise provided in Clause 5.

5. BENEFITS AND EXPENSES

5.1 The Company shall reimburse the Director for all reasonable out-of-pocket expenses (including expenses of entertainment, subsistence and travelling) properly and reasonably incurred by them in relation to the Business or in the discharge of their duties hereunder, subject to such expenses being evidenced in such manner as the Board may require.

5.2 The Company shall pay or provide to the Director such additional benefits (including any options and/or awards under the rules of any share scheme(s) adopted and/or to be adopted by the Company, subject always to, inter alia, the listing of the Company's class B ordinary shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion deem appropriate.

5.3 The Company shall take out, and at all times during the period of Appointment maintain, directors' liability insurance with a reputable insurance company in respect of the performance by the Director of their duties under this Agreement.

6. RESTRICTIONS ON SHARE DEALINGS BY THE DIRECTOR

6.1 The Director shall comply with every relevant rule of law, regulation of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which they or their associates deal (including but not limited to complying with every regulation of the Company and the Memorandum and Articles of Association in force) in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to inside information and unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group, and in relation to overseas dealings the Director shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place.

7. TERMINATION

7.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Director (save as to statutory entitlements) by summary notice in writing with immediate effect if the Director at any time:

(a) ceases to be a Director by virtue of, or becomes prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;

(b) becomes bankrupt, has a receiving order made against them or makes any arrangement or composition with their creditors generally;

(c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to their property or affairs;

(d) is absent, and any alternate Director appointed by them is absent, from the place of their work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that their office be vacated;

(e) notifies the Company of their wish to resign, in which event they shall vacate office on the receipt of that notice to the Company or such later time as is specified in such notice, unless the Articles of Association provides otherwise; or

(f) is convicted of an indictable offence.

7.2 The Company shall also be entitled to terminate the Director's Appointment if:

(a) notice of their removal from office in writing is served upon them in accordance with the Articles of Association;

(b) the Company passes an ordinary resolution removing the Director from office pursuant to the Articles of Association; or

(c) the Company passes an ordinary resolution removing the Director from office in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands.

7.3 This Agreement shall automatically terminate if the class B ordinary Shares are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Director mutually agree to an extension.

7.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 7.1 or 7.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Director with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Directors' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this Agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with Clauses 7.1 or 7.2, other than such amounts as may comprise the Director's statutory entitlements under the applicable laws of Hong Kong or otherwise.

7.5 If the Director ceases to be a director of the Company otherwise than:

(a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Director is re-elected at the annual general meeting at which they retire;

(b) pursuant to Clause 2;

(c) pursuant to Clauses 7.1 or 7.2; or

(d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Director hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board.

7.6 Upon the termination of the Appointment howsoever arising, the Director shall:

(a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by them in any other company in the Group, and the Director hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as their lawful attorney and in their name and on their behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Director may have against any such company arising out of this Agreement or of the termination of the Appointment;

(b) forthwith deliver to the Company all books, records (including those in machine readable or eye readable form), documents, papers, materials, correspondence, accounts, together with all copies thereof and other property of or relating to the Group or the Business which may then be in their possession or under their power or control;

(c) not at any time thereafter represent themselves as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;

(d) automatically be removed from their positions in any committees of the Board (as applicable), with immediate effect; and

(e) provide to the Stock Exchange, immediately upon resignation as a director of the Company, any information that the Stock Exchange may require pursuant to the Listing Rules.

7.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 7.6 and 8 to 22 shall continue to apply notwithstanding the termination of this Agreement.

8. RESTRAINT ON ACTIVITIES OF THE DIRECTOR

8.1 Without prejudice to the obligations and restraints provided under their labor contract or other agreements signed with the Company or its affiliates, the Director hereby agrees that, during the term of the Appointment and for a period of one (1) year after the termination of the Appointment, they will not:

(a) (save with the prior written approval of the Board and save with respect to the Director's current and future duties with affiliates of the Company) engage or be engaged in, whether directly or indirectly, any business which is in competition with or similar to the Business or take employment with any person, firm, company or organisation engaged in or operating, whether directly or indirectly, such business or assist any such person, firm, company or organisation with technical, commercial or professional advice in relation to such business, provided that this shall not prohibit (i) the holding (directly or through nominees) of investments listed on any stock exchange as long as not more than five per cent (5%) of the issued shares or stock of any class or debentures of the relevant company shall be so held or (ii) any holding of securities of any company within the Group;

(b) either on their own account or for any person, solicit business from any person who, at any time during the term of the Appointment, has dealt with the Company or any other company in the Group or who, on the termination of the Appointment, is in the process of negotiating with the Company or any other company in the Group in relation to the Business;

(c) directly or indirectly employ or solicit for employment any person who has during the term of the Appointment been a director, officer, manager, agent or servant of or consultant to any company in the Group and who by reason of such employment is or may be likely to be in possession of any Confidential Information; or

(d) either on their own account or for any person, solicit or entice or endeavour to solicit or entice away from any company within the Group any director, officer, manager, agent or servant of any company in the Group whether or not such person would commit any breach of their contract of employment or services by reason of leaving the service of the relevant company in the Group.

8.2 Each of the paragraphs of Clause 8.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.

9. CONFIDENTIAL INFORMATION

9.1 Without prejudice to the obligations and restraints provided under their labor contract or other agreements signed with the Company or its affiliates, the Director hereby agrees that, during the term of the Appointment and for a period of five (5) years after the termination of the Appointment, they will not:

(a) use, or cause or permit to be used, take away, conceal or destroy any Confidential Information for their own purpose or for another person's advantage or for any purpose other than that of the Group;

(b) divulge or communicate, or cause or permit to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group on a need-to-know basis; or

(c) through any failure to exercise all due care and diligence, cause or permit any unauthorised disclosure of any Confidential Information, including (without limitation):

(i) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or

(ii) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to any information or knowledge which (otherwise than through the default of the Director) has become available to the public generally or is otherwise required by law or any applicable legislation to be disclosed.

9.2 Since the Director may obtain in the course of the Appointment, by reason of services rendered for or offices held in any other company in the Group, knowledge of the Confidential Information of such company, the Director hereby agrees that they will at the request and cost of the Company or such other company of the Group enter into an agreement or undertaking with such company whereby they will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such services and products and such area and for such period as such company may reasonably require for the protection of its legitimate interests.

9.3 All notes, memoranda, records and writings made by the Director in relation to the Business or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by them to the Company (or to such other company in the Group as the case may be) from time to time on demand and in any event upon them leaving the service of the Company, and the Director shall not retain any copy thereof.

10. RESTRICTIONS REASONABLE

10.1 While the parties consider the restrictions contained in Clauses 8 and 9 to be reasonable in all the circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen. It is accordingly agreed and declared that, if any such restrictions are adjudged to be void for any reason, but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

11. RECONSTRUCTION

11.1 If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another one or more companies for the purpose of reconstruction or amalgamation and the Director is requested to provide their services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to them in all respects than the provisions of this Agreement, the Director shall not have any claim against the Company or its successors-in-title in respect of such termination.

12. AMENDMENTS

12.1 This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the parties. The parties agree that such an instrument may only be signed if the Board has approved its execution by the parties.

13. SEVERABILITY

13.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

14. WAIVER AND OTHER RIGHTS

14.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.

14.2 Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.

14.3 This Agreement relates solely to the Director's service as a director of the Company and is not intended to create an employment relationship between the Company and the Director. As such, and unless otherwise provided in this Agreement or any contract of employment between the Company and the Director or as required by applicable laws, no provision of this Agreement shall give rise to any eligibility on the part of the Director to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

15. INCORPORATION OF ARTICLES OF ASSOCIATION

15.1 The terms of the Articles of Association are incorporated by reference into this Agreement.

16. TIME

16.1 Time shall be of the essence of this Agreement, both as regards the dates and periods specified in this Agreement and as to any date and period which may by written agreement between or on behalf of the parties be substituted for them.

17. NO ASSIGNMENT

17.1 This Agreement shall not be capable of being assigned by either party to any person.

18. SUCCESSORS

18.1 This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall enure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

19. NOTICE

19.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent by post, airmail, fax or email to the relevant party at its address, fax number or email address set out below (or such other address, fax number or email address as the addressee has by two (2) business days' prior written notice specified to the other party):

To the Company

Address: Building 5, Sihai City, Wan Hui 2nd Road, Panyu District, Guangzhou, China

E-mail: huangyang1@shein.com

Attention: Yang Huang

To the Director

Name: Yangtian Xu

Address: Room 1809, No. 113, Wan Hui 2nd Road, Nancun Town, Panyu District, Guangzhou, Guangdong Province, China

Email: sky@shein.com

19.2 Any notice, demand or other communication so addressed to the relevant party shall be in English and shall be deemed to have been delivered (a) if given or made by post, two (2) business days after the date of dispatch; (b) if given or made by hand, when delivered at the addresses referred to above; and (c) if given or made by fax or email, when sent subject to receipt by the sender of uninterrupted transmission provided that any fax or email received after 5:00 p.m. shall be deemed received at 9:00 a.m. on the immediately following business day.

20. COUNTERPARTS

20.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

21. RIGHTS OF THIRD PARTIES

21.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the "**Third Party Rights Ordinance**") shall not apply to this Agreement and, save for the Company, no person other than the parties to this Agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

22.2 The parties to this Agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

This Agreement has been duly executed the day and year first above written.

For and on behalf of
SHEIN Global Holdings Limited

____
Name: Miao Miao 苗苗
Title: Authorised Signatory

许仰天

Name: Yangtian Xu 许仰天
Title: Director

[*Signature page to director service agreement*]

SHEIN Global Holdings Limited
希音国际控股有限公司

AND

MIAO MIAO （苗苗）

EXECUTIVE DIRECTOR SERVICE AGREEMENT

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BETWEEN

(1) **SHEIN Global Holdings Limited (希音国际控股有限公司)**, a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the "**Company**"); and

(2) **Miao Miao (苗苗)**, an individual residing at Room 705, No. 45, 1st Street, Phase 4, New Light City Garden, No. 368, Xingnan Avenue, Nancun Town, Panyu District, Guangzhou, Guangdong Province, People's Republic of China (the "**Director**").

(the "**Agreement**")

WHEREAS

(A) the Company has appointed the Director and the Director has agreed to serve the Company as an executive director of the Company (the "**Executive Director**"), by providing the Company with the services hereinafter described on the terms and conditions set out below.

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"associate(s)"	shall have the meaning ascribed to it in the Listing Rules;
"Board"	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
"Business"	all the business and affairs carried out by the Group or any member of the Group from time to time;
"business day"	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
"China" or "PRC"	the People's Republic of China;

"Confidential Information"	in relation to all businesses carried on by the Group from time to time, all information, know-how, trade secrets and records (in whatever form held), including (without limitation) all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known;
"Group"	the Company, and its subsidiaries from time to time;
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC;
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1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.

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1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.

2. APPOINTMENT AND TERM

2.1 The Director was appointed on 28 June 2018 and has served as a Director of the Company. The Company has designated the Director as an executive director of the Company. The Director shall continue to serve the Company as an Executive Director

and carry out their duties hereunder from the Listing Date, subject to and upon the terms set out below.

2.2 Subject to the provisions for termination set out in Clause 7, the Articles of Association and the Listing Rules, the Appointment shall continue for an initial term of three (3) years from the Listing Date or until the third annual general meeting of the Company after the Listing Date, whichever is sooner. The Appointment shall, subject always to retirement and re-election as and when required under the Articles of Association and the requirements of the Listing Rules, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 7 or by either party giving to the other not less than three (3) months prior notice in writing.

2.3 The Director has also been appointed as a member of the remuneration committee and a member of the nomination committee of the Board.

3. DIRECTOR’S DUTIES AND SERVICES

3.1 The Director in their office as an Executive Director shall:

(a) act honestly and in good faith in the interests of the Company as a whole;

(b) act for a proper purpose;

(c) be answerable to the Company for the application or misapplication of its assets;

(d) avoid actual and potential conflicts of interest and duty;

(e) disclose fully and fairly their interests in contracts with the Company;

(f) apply such degree of skill, care and diligence as may reasonably be expected of a person of their knowledge and experience and holding their office within the Company;

(g) comply to the best of their ability with the Listing Rules and the Company’s rules, regulations, policies and procedures from time to time in force;

(h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company's compliance with the Listing Rules;

(i) comply with all of the requirements set out in Rules 3.09, 3.09A, 3.09B, 3.09C and 3.09D of the Listing Rules, as amended from time to time;

(j) in the discharge of their duties and in the exercise of their powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to them by the Board to the best of their skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board; and

(k) in pursuance of their duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.

3.2 The Director shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of their business or other activities which would or may cause them to be in conflict with the interests of the Group and obtain the Board’s approval of any such proposed business or other activities.

3.3 The Director shall at all times promptly give to the Board (in writing if so requested) all such information as the Board may reasonably require in relation to their duties hereunder and of the Business in so far as such information is or ought to be within the knowledge of the Director, and shall at the Board's request provide further explanation in relation to such information.

3.4 The Director shall carry out their duties and exercise their powers jointly with any other director or executive officer as shall from time to time be appointed by the Board to act jointly with the Director. The Board may at any time and without explanation require the Director to cease performing any of their duties or exercising any of their powers under this Agreement.

3.5 The Director shall be required to carry out their duties in China or Hong Kong or such other locations as the Board may request or as the interests, needs, business and opportunities of the Group will require or be deemed desirable by the Board.

4. REMUNERATION

4.1 During the term, the Company will provide the Director with benefits and expenses pursuant to Clause 5 only.

4.2 The Director will not receive any remuneration in connection with the performance of their duties under the Appointment from the Listing Date, except otherwise provided in Clause 5.

5. BENEFITS AND EXPENSES

5.1 The Company shall reimburse the Director for all reasonable out-of-pocket expenses (including expenses of entertainment, subsistence and travelling) properly and reasonably incurred by them in relation to the Business or in the discharge of their duties hereunder, subject to such expenses being evidenced in such manner as the Board may require.

5.2 The Company shall pay or provide to the Director such additional benefits (including any options and/or awards under the rules of any share scheme(s) adopted and/or to be adopted by the Company, subject always to, inter alia, the listing of the Company's class B ordinary shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion deem appropriate.

5.3 The Company shall take out, and at all times during the period of Appointment maintain, directors' liability insurance with a reputable insurance company in respect of the performance by the Director of their duties under this Agreement.

6. RESTRICTIONS ON SHARE DEALINGS BY THE DIRECTOR

6.1 The Director shall comply with every relevant rule of law, regulation of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which they or their associates deal (including but not limited to complying with every regulation of the Company and the Memorandum and Articles of Association in force) in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to inside information and unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group, and in relation to overseas dealings the Director shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place.

7. TERMINATION

7.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Director (save as to statutory entitlements) by summary notice in writing with immediate effect if the Director at any time:

(a) ceases to be a Director by virtue of, or becomes prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;

(b) becomes bankrupt, has a receiving order made against them or makes any arrangement or composition with their creditors generally;

(c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to their property or affairs;

(d) is absent, and any alternate Director appointed by them is absent, from the place of their work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that their office be vacated;

(e) notifies the Company of their wish to resign, in which event they shall vacate office on the receipt of that notice to the Company or such later time as is specified in such notice, unless the Articles of Association provides otherwise; or

(f) is convicted of an indictable offence.

7.2 The Company shall also be entitled to terminate the Director's Appointment if:

(a) notice of their removal from office in writing is served upon them in accordance with the Articles of Association;

(b) the Company passes an ordinary resolution removing the Director from office pursuant to the Articles of Association; or

(c) the Company passes an ordinary resolution removing the Director from office in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands.

7.3 This Agreement shall automatically terminate if the class B ordinary Shares are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Director mutually agree to an extension.

7.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 7.1 or 7.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Director with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Directors' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this Agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with Clauses 7.1 or 7.2, other than such amounts as may comprise the Director's statutory entitlements under the applicable laws of Hong Kong or otherwise.

7.5 If the Director ceases to be a director of the Company otherwise than:

(a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Director is re-elected at the annual general meeting at which they retire;

(b) pursuant to Clause 2;

(c) pursuant to Clauses 7.1 or 7.2; or

(d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Director hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board.

7.6 Upon the termination of the Appointment howsoever arising, the Director shall:

(a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by them in any other company in the Group, and the Director hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as their lawful attorney and in their name and on their behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Director may have against any such company arising out of this Agreement or of the termination of the Appointment;

(b) forthwith deliver to the Company all books, records (including those in machine readable or eye readable form), documents, papers, materials, correspondence, accounts, together with all copies thereof and other property of or relating to the Group or the Business which may then be in their possession or under their power or control;

(c) not at any time thereafter represent themselves as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;

(d) automatically be removed from their positions in any committees of the Board (as applicable), with immediate effect; and

(e) provide to the Stock Exchange, immediately upon resignation as a director of the Company, any information that the Stock Exchange may require pursuant to the Listing Rules.

7.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 7.6 and 8 to 22 shall continue to apply notwithstanding the termination of this Agreement.

8. RESTRAINT ON ACTIVITIES OF THE DIRECTOR

8.1 Without prejudice to the obligations and restraints provided under their labor contract or other agreements signed with the Company or its affiliates, the Director hereby agrees that, during the term of the Appointment and for a period of one (1) year after the termination of the Appointment, they will not:

(a) (save with the prior written approval of the Board and save with respect to the Director's current and future duties with affiliates of the Company) engage or be engaged in, whether directly or indirectly, any business which is in competition with or similar to the Business or take employment with any person, firm, company or organisation engaged in or operating, whether directly or indirectly, such business or assist any such person, firm, company or organisation with technical, commercial or professional advice in relation to such business, provided that this shall not prohibit (i) the holding (directly or through nominees) of investments listed on any stock exchange as long as not more than five per cent (5%) of the issued shares or stock of any class or debentures of the relevant company shall be so held or (ii) any holding of securities of any company within the Group;

(b) either on their own account or for any person, solicit business from any person who, at any time during the term of the Appointment, has dealt with the Company or any other company in the Group or who, on the termination of the Appointment, is in the process of negotiating with the Company or any other company in the Group in relation to the Business;

(c) directly or indirectly employ or solicit for employment any person who has during the term of the Appointment been a director, officer, manager, agent or servant of or consultant to any company in the Group and who by reason of such employment is or may be likely to be in possession of any Confidential Information; or

(d) either on their own account or for any person, solicit or entice or endeavour to solicit or entice away from any company within the Group any director, officer, manager, agent or servant of any company in the Group whether or not such person would commit any breach of their contract of employment or services by reason of leaving the service of the relevant company in the Group.

8.2 Each of the paragraphs of Clause 8.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.

9. CONFIDENTIAL INFORMATION

9.1 Without prejudice to the obligations and restraints provided under their labor contract or other agreements signed with the Company or its affiliates, the Director hereby agrees that, during the term of the Appointment and for a period of five (5) years after the termination of the Appointment, they will not:

(a) use, or cause or permit to be used, take away, conceal or destroy any Confidential Information for their own purpose or for another person's advantage or for any purpose other than that of the Group;

(b) divulge or communicate, or cause or permit to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group on a need-to-know basis; or

(c) through any failure to exercise all due care and diligence, cause or permit any unauthorised disclosure of any Confidential Information, including (without limitation):

(i) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or

(ii) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to any information or knowledge which (otherwise than through the default of the Director) has become available to the public generally or is otherwise required by law or any applicable legislation to be disclosed.

9.2 Since the Director may obtain in the course of the Appointment, by reason of services rendered for or offices held in any other company in the Group, knowledge of the Confidential Information of such company, the Director hereby agrees that they will at the request and cost of the Company or such other company of the Group enter into an agreement or undertaking with such company whereby they will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such services and products and such area and for such period as such company may reasonably require for the protection of its legitimate interests.

9.3 All notes, memoranda, records and writings made by the Director in relation to the Business or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by them to the Company (or to such other company in the Group as the case may be) from time to time on demand and in any event upon them leaving the service of the Company, and the Director shall not retain any copy thereof.

10. RESTRICTIONS REASONABLE

10.1 While the parties consider the restrictions contained in Clauses 8 and 9 to be reasonable in all the circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen. It is accordingly agreed and declared that, if any such restrictions are adjudged to be void for any reason, but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

11. RECONSTRUCTION

11.1 If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another one or more companies for the purpose of reconstruction or amalgamation and the Director is requested to provide their services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to them in all respects than the provisions of this Agreement, the Director shall not have any claim against the Company or its successors-in-title in respect of such termination.

12. AMENDMENTS

12.1 This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the parties. The parties agree that such an instrument may only be signed if the Board has approved its execution by the parties.

13. SEVERABILITY

13.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

14. WAIVER AND OTHER RIGHTS

14.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.

14.2 Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.

14.3 This Agreement relates solely to the Director's service as a director of the Company and is not intended to create an employment relationship between the Company and the Director. As such, and unless otherwise provided in this Agreement or any contract of employment between the Company and the Director or as required by applicable laws, no provision of this Agreement shall give rise to any eligibility on the part of the Director to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

15. INCORPORATION OF ARTICLES OF ASSOCIATION

15.1 The terms of the Articles of Association are incorporated by reference into this Agreement.

16. TIME

16.1 Time shall be of the essence of this Agreement, both as regards the dates and periods specified in this Agreement and as to any date and period which may by written agreement between or on behalf of the parties be substituted for them.

17. NO ASSIGNMENT

17.1 This Agreement shall not be capable of being assigned by either party to any person.

18. SUCCESSORS

18.1 This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall enure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

19. NOTICE

19.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent by post, airmail, fax or email to the relevant party at its address, fax number or email address set out below (or such other address, fax number or email address as the addressee has by two (2) business days' prior written notice specified to the other party):

To the Company

Address: Building 5, Sihai City, Wan Hui 2nd Road, Panyu District, Guangzhou, China

E-mail: huangyang1@shein.com

Attention: Yang Huang

To the Director

Name: Miao Miao

Address: Room 705, No. 45, 1st Street, Phase 4, New Light City Garden, No. 368, Xingnan Avenue, Nancun Town, Panyu District, Guangzhou, Guangdong Province, People's Republic of China

Email: molly@shein.com

19.2 Any notice, demand or other communication so addressed to the relevant party shall be in English and shall be deemed to have been delivered (a) if given or made by post, two (2) business days after the date of dispatch; (b) if given or made by hand, when delivered at the addresses referred to above; and (c) if given or made by fax or email, when sent subject to receipt by the sender of uninterrupted transmission provided that any fax or email received after 5:00 p.m. shall be deemed received at 9:00 a.m. on the immediately following business day.

20. COUNTERPARTS

20.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

21. RIGHTS OF THIRD PARTIES

21.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the "**Third Party Rights Ordinance**") shall not apply to this Agreement and, save for the Company, no person other than the parties to this Agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

22.2 The parties to this Agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

This Agreement has been duly executed the day and year first above written.

For and on behalf of
SHEIN Global Holdings Limited

许仰天

Name: Yangtian Xu 许仰天
Title: Authorised Signatory

Name: Miao Miao 苗苗

Title: Director

SHEIN Global Holdings Limited
希音国际控股有限公司

AND

XIAOQING GU（顾晓庆）

EXECUTIVE DIRECTOR SERVICE AGREEMENT

TABLE OF CONTENTS

THIS AGREEMENT is made on the 20th day of August 2026.

BETWEEN

(1) **SHEIN Global Holdings Limited (希音国际控股有限公司)**, a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the "**Company**"); and

(2) **Xiaoqing Gu (顾晓庆)**, an individual residing at Room 908, Unit 3, Building 92, Nanhu Yuan, Dongfang Longhuwan, Nanjing, Jiangsu Province, People's Republic of China (the "**Director**").

(the "**Agreement**")

WHEREAS

(A) the Company has appointed the Director and the Director has agreed to serve the Company as an executive director of the Company (the "**Executive Director**"), by providing the Company with the services hereinafter described on the terms and conditions set out below.

IT IS HEREBY AGREED

1. INTERPRETATION

1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

"Appointment"	the appointment of the Director as an executive director of the Company pursuant to Clause 2.1;
"Articles of Association"	the articles of association of the Company from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
"associate(s)"	shall have the meaning ascribed to it in the Listing Rules;
"Board"	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
"Business"	all the business and affairs carried out by the Group or any member of the Group from time to time;
"business day"	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
"China" or "PRC"	the People's Republic of China;

"Confidential Information"	in relation to all businesses carried on by the Group from time to time, all information, know-how, trade secrets and records (in whatever form held), including (without limitation) all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known;
"Group"	the Company, and its subsidiaries from time to time;
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC;
"HK$"	Hong Kong dollar, the lawful currency of Hong Kong;
"Listing Date"	the first day when dealings in the Shares commence on the Stock Exchange;
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
"Memorandum"	the memorandum of association of the Company from time to time or, if the context requires, the memorandum of association of the relevant company in the Group from time to time;
"RMB"	Renminbi, the lawful currency of China;
"Shares"	the class A and/or class B ordinary shares in the share capital of the Company;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited; and
"subsidiary(ies)"	shall have the meaning as ascribed to it in the Listing Rules.

1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.

1.3 References herein to "Clause" are to clauses of this Agreement.

1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.

1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.

2. APPOINTMENT AND TERM

2.1 The Director was appointed on 28 June 2018 and has served as a Director of the Company. The Company has designated the Director as an executive director of the Company. The Director shall continue to serve the Company as an Executive Director

and carry out their duties hereunder from the Listing Date, subject to and upon the terms set out below.

2.2 Subject to the provisions for termination set out in Clause 7, the Articles of Association and the Listing Rules, the Appointment shall continue for an initial term of three (3) years from the Listing Date or until the third annual general meeting of the Company after the Listing Date, whichever is sooner. The Appointment shall, subject always to retirement and re-election as and when required under the Articles of Association and the requirements of the Listing Rules, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 7 or by either party giving to the other not less than three (3) months prior notice in writing.

3. DIRECTOR'S DUTIES AND SERVICES

3.1 The Director in their office as an Executive Director shall:

(a) act honestly and in good faith in the interests of the Company as a whole;

(b) act for a proper purpose;

(c) be answerable to the Company for the application or misapplication of its assets;

(d) avoid actual and potential conflicts of interest and duty;

(e) disclose fully and fairly their interests in contracts with the Company;

(f) apply such degree of skill, care and diligence as may reasonably be expected of a person of their knowledge and experience and holding their office within the Company;

(g) comply to the best of their ability with the Listing Rules and the Company's rules, regulations, policies and procedures from time to time in force;

(h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company's compliance with the Listing Rules;

(i) comply with all of the requirements set out in Rules 3.09, 3.09A, 3.09B, 3.09C and 3.09D of the Listing Rules, as amended from time to time;

(j) in the discharge of their duties and in the exercise of their powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to them by the Board to the best of their skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board; and

(k) in pursuance of their duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.

3.2 The Director shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of their business or other activities which would or may cause them to be in conflict with the interests of the Group and obtain the Board's approval of any such proposed business or other activities.

3.3 The Director shall at all times promptly give to the Board (in writing if so requested) all such information as the Board may reasonably require in relation to their duties hereunder and of the Business in so far as such information is or ought to be within the knowledge of the Director, and shall at the Board's request provide further explanation in relation to such information.

3.4 The Director shall carry out their duties and exercise their powers jointly with any other director or executive officer as shall from time to time be appointed by the Board to act jointly with the Director. The Board may at any time and without explanation require the Director to cease performing any of their duties or exercising any of their powers under this Agreement.

3.5 The Director shall be required to carry out their duties in China or Hong Kong or such other locations as the Board may request or as the interests, needs, business and opportunities of the Group will require or be deemed desirable by the Board.

4. REMUNERATION

4.1 During the term, the Company will provide the Director with benefits and expenses pursuant to Clause 5 only.

4.2 The Director will not receive any remuneration in connection with the performance of their duties under the Appointment from the Listing Date, except otherwise provided in Clause 5.

5. BENEFITS AND EXPENSES

5.1 The Company shall reimburse the Director for all reasonable out-of-pocket expenses (including expenses of entertainment, subsistence and travelling) properly and reasonably incurred by them in relation to the Business or in the discharge of their duties hereunder, subject to such expenses being evidenced in such manner as the Board may require.

5.2 The Company shall pay or provide to the Director such additional benefits (including any options and/or awards under the rules of any share scheme(s) adopted and/or to be adopted by the Company, subject always to, inter alia, the listing of the Company's class B ordinary shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion deem appropriate.

5.3 The Company shall take out, and at all times during the period of Appointment maintain, directors' liability insurance with a reputable insurance company in respect of the performance by the Director of their duties under this Agreement.

6. RESTRICTIONS ON SHARE DEALINGS BY THE DIRECTOR

6.1 The Director shall comply with every relevant rule of law, regulation of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which they or their associates deal (including but not limited to complying with every regulation of the Company and the Memorandum and Articles of Association in force) in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to inside information and unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group, and in relation to overseas dealings the Director shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place.

7. TERMINATION

7.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Director (save as to statutory entitlements) by summary notice in writing with immediate effect if the Director at any time:

(a) ceases to be a Director by virtue of, or becomes prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;

(b) becomes bankrupt, has a receiving order made against them or makes any arrangement or composition with their creditors generally;

(c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to their property or affairs;

(d) is absent, and any alternate Director appointed by them is absent, from the place of their work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that their office be vacated;

(e) notifies the Company of their wish to resign, in which event they shall vacate office on the receipt of that notice to the Company or such later time as is specified in such notice, unless the Articles of Association provides otherwise; or

(f) is convicted of an indictable offence.

7.2 The Company shall also be entitled to terminate the Director's Appointment if:

(a) notice of their removal from office in writing is served upon them in accordance with the Articles of Association;

(b) the Company passes an ordinary resolution removing the Director from office pursuant to the Articles of Association; or

(c) the Company passes an ordinary resolution removing the Director from office in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands.

7.3 This Agreement shall automatically terminate if the class B ordinary Shares are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Director mutually agree to an extension.

7.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 7.1 or 7.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Director with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Directors' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this Agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with Clauses

7.1 or 7.2, other than such amounts as may comprise the Director's statutory entitlements under the applicable laws of Hong Kong or otherwise.

7.5 If the Director ceases to be a director of the Company otherwise than:

(a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Director is re-elected at the annual general meeting at which they retire;

(b) pursuant to Clause 2;

(c) pursuant to Clauses 7.1 or 7.2; or

(d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Director hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board.

7.6 Upon the termination of the Appointment howsoever arising, the Director shall:

(a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by them in any other company in the Group, and the Director hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as their lawful attorney and in their name and on their behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Director may have against any such company arising out of this Agreement or of the termination of the Appointment;

(b) forthwith deliver to the Company all books, records (including those in machine readable or eye readable form), documents, papers, materials, correspondence, accounts, together with all copies thereof and other property of or relating to the Group or the Business which may then be in their possession or under their power or control;

(c) not at any time thereafter represent themselves as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;

(d) automatically be removed from their positions in any committees of the Board (as applicable), with immediate effect; and

(e) provide to the Stock Exchange, immediately upon resignation as a director of the Company, any information that the Stock Exchange may require pursuant to the Listing Rules.

7.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 7.6 and 8 to 22 shall continue to apply notwithstanding the termination of this Agreement.

8. RESTRAINT ON ACTIVITIES OF THE DIRECTOR

8.1 Without prejudice to the obligations and restraints provided under their labor contract or other agreements signed with the Company or its affiliates, the Director hereby agrees that, during the term of the Appointment and for a period of one (1) year after the termination of the Appointment, they will not:

(a) (save with the prior written approval of the Board and save with respect to the Director's current and future duties with affiliates of the Company) engage or be engaged in, whether directly or indirectly, any business which is in competition with or similar to the Business or take employment with any person, firm, company or organisation engaged in or operating, whether directly or indirectly, such business or assist any such person, firm, company or organisation with technical, commercial or professional advice in relation to such business, provided that this shall not prohibit (i) the holding (directly or through nominees) of investments listed on any stock exchange as long as not more than five per cent (5%) of the issued shares or stock of any class or debentures of the relevant company shall be so held or (ii) any holding of securities of any company within the Group;

(b) either on their own account or for any person, solicit business from any person who, at any time during the term of the Appointment, has dealt with the Company or any other company in the Group or who, on the termination of the Appointment, is in the process of negotiating with the Company or any other company in the Group in relation to the Business;

(c) directly or indirectly employ or solicit for employment any person who has during the term of the Appointment been a director, officer, manager, agent or servant of or consultant to any company in the Group and who by reason of such employment is or may be likely to be in possession of any Confidential Information; or

(d) either on their own account or for any person, solicit or entice or endeavour to solicit or entice away from any company within the Group any director, officer, manager, agent or servant of any company in the Group whether or not such person would commit any breach of their contract of employment or services by reason of leaving the service of the relevant company in the Group.

8.2 Each of the paragraphs of Clause 8.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.

9. CONFIDENTIAL INFORMATION

9.1 Without prejudice to the obligations and restraints provided under their labor contract or other agreements signed with the Company or its affiliates, the Director hereby agrees that, during the term of the Appointment and for a period of five (5) years after the termination of the Appointment, they will not:

(a) use, or cause or permit to be used, take away, conceal or destroy any Confidential Information for their own purpose or for another person's advantage or for any purpose other than that of the Group;

(b) divulge or communicate, or cause or permit to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group on a need-to-know basis; or

(c) through any failure to exercise all due care and diligence, cause or permit any unauthorised disclosure of any Confidential Information, including (without limitation):

(i) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or

(ii) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to any information or knowledge which (otherwise than through the default of the Director) has become available to the public generally or is otherwise required by law or any applicable legislation to be disclosed.

9.2 Since the Director may obtain in the course of the Appointment, by reason of services rendered for or offices held in any other company in the Group, knowledge of the Confidential Information of such company, the Director hereby agrees that they will at the request and cost of the Company or such other company of the Group enter into an agreement or undertaking with such company whereby they will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such services and products and such area and for such period as such company may reasonably require for the protection of its legitimate interests.

9.3 All notes, memoranda, records and writings made by the Director in relation to the Business or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by them to the Company (or to such other company in the Group as the case may be) from time to time on demand and in any event upon them leaving the service of the Company, and the Director shall not retain any copy thereof.

10. RESTRICTIONS REASONABLE

10.1 While the parties consider the restrictions contained in Clauses 8 and 9 to be reasonable in all the circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen. It is accordingly agreed and declared that, if any such restrictions are adjudged to be void for any reason, but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

11. RECONSTRUCTION

11.1 If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another one or more companies for the purpose of reconstruction or amalgamation and the Director is requested to provide their services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to them in all respects than the provisions of this Agreement, the Director shall not have any claim against the Company or its successors-in-title in respect of such termination.

12. AMENDMENTS

12.1 This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the parties. The parties agree that such an instrument may only be signed if the Board has approved its execution by the parties.

13. SEVERABILITY

13.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

14. WAIVER AND OTHER RIGHTS

14.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.

14.2 Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.

14.3 This Agreement relates solely to the Director's service as a director of the Company and is not intended to create an employment relationship between the Company and the Director. As such, and unless otherwise provided in this Agreement or any contract of employment between the Company and the Director or as required by applicable laws, no provision of this Agreement shall give rise to any eligibility on the part of the Director to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

15. INCORPORATION OF ARTICLES OF ASSOCIATION

15.1 The terms of the Articles of Association are incorporated by reference into this Agreement.

16. TIME

16.1 Time shall be of the essence of this Agreement, both as regards the dates and periods specified in this Agreement and as to any date and period which may by written agreement between or on behalf of the parties be substituted for them.

17. NO ASSIGNMENT

17.1 This Agreement shall not be capable of being assigned by either party to any person.

18. SUCCESSORS

18.1 This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall enure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

19. NOTICE

19.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent by post, airmail, fax or email to the relevant party at its address, fax number or email address set out below (or such other address, fax number or email address as the addressee has by two (2) business days' prior written notice specified to the other party):

To the Company

Address: Building 5, Sihai City, Wan Hui 2nd Road, Panyu District, Guangzhou, China

E-mail: huangyang1@shein.com

Attention: Yang Huang

To the Director

Name: Xiaoqing Gu

Address: Room 908, Unit 3, Building 92, Nanhu Yuan, Dongfang Longhuwan, Nanjing, Jiangsu Province, People's Republic of China

Email: maggie@shein.com

19.2 Any notice, demand or other communication so addressed to the relevant party shall be in English and shall be deemed to have been delivered (a) if given or made by post, two (2) business days after the date of dispatch; (b) if given or made by hand, when delivered at the addresses referred to above; and (c) if given or made by fax or email, when sent subject to receipt by the sender of uninterrupted transmission provided that any fax or email received after 5:00 p.m. shall be deemed received at 9:00 a.m. on the immediately following business day.

20. COUNTERPARTS

20.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

21. RIGHTS OF THIRD PARTIES

21.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the "**Third Party Rights Ordinance**") shall not apply to this Agreement and, save for the Company, no person other than the parties to this Agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

22.2 The parties to this Agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

This Agreement has been duly executed the day and year first above written.

For and on behalf of
SHEIN Global Holdings Limited

许仰天

Name: Yangtian Xu 许仰天
Title: Authorised Signatory

Name: Xiaoqing Gu 顾晓庆
Title: Director

[*Signature page to director service agreement*]

SHEIN Global Holdings Limited
希音国际控股有限公司

AND

XIAOQING REN （任晓庆）

EXECUTIVE DIRECTOR SERVICE AGREEMENT

TABLE OF CONTENTS

THIS AGREEMENT is made on the 20th day of August 2026.

BETWEEN

(1) **SHEIN Global Holdings Limited (希音国际控股有限公司)**, a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the "**Company**"); and

(2) **Xiaoqing Ren (任晓庆)**, an individual residing at Unit 3023, SOHO, Panyu Yuehai Plaza, Panyu District, Guangzhou, People's Republic of China (the "**Director**").

(the "**Agreement**")

WHEREAS

(A) the Company has appointed the Director and the Director has agreed to serve the Company an executive director of the Company (the "**Executive Director**"), by providing the Company with the services hereinafter described on the terms and conditions set out below.

IT IS HEREBY AGREED

1. INTERPRETATION

1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

"Appointment"	the appointment of the Director as an executive director of the Company pursuant to Clause 2.1;
"Articles of Association"	the articles of association of the Company from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
"associate(s)"	shall have the meaning ascribed to it in the Listing Rules;
"Board"	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
"Business"	all the business and affairs carried out by the Group or any member of the Group from time to time;
"business day"	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
"China" or "PRC"	the People's Republic of China;

"Confidential Information"	in relation to all businesses carried on by the Group from time to time, all information, know-how, trade secrets and records (in whatever form held), including (without limitation) all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known;
"Group"	the Company, and its subsidiaries from time to time;
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC;
"HK$"	Hong Kong dollar, the lawful currency of Hong Kong;
"Listing Date"	the first day when dealings in the Shares commence on the Stock Exchange;
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
"Memorandum"	the memorandum of association of the Company from time to time or, if the context requires, the memorandum of association of the relevant company in the Group from time to time;
"RMB"	Renminbi, the lawful currency of China;
"Shares"	the class A and/or class B ordinary shares in the share capital of the Company;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited; and
"subsidiary(ies)"	shall have the meaning as ascribed to it in the Listing Rules.

1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.

1.3 References herein to "Clause" are to clauses of this Agreement.

1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.

1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.

2. APPOINTMENT AND TERM

2.1 The Director was appointed on 28 June 2018 and has served as a Director of the Company. The Company has designated the Director as an executive director of the Company. The Director shall continue to serve the Company as an Executive Director

and carry out their duties hereunder from the Listing Date, subject to and upon the terms set out below.

2.2 Subject to the provisions for termination set out in Clause 7, the Articles of Association and the Listing Rules, the Appointment shall continue for an initial term of three (3) years from the Listing Date or until the third annual general meeting of the Company after the Listing Date, whichever is sooner. The Appointment shall, subject always to retirement and re-election as and when required under the Articles of Association and the requirements of the Listing Rules, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 7 or by either party giving to the other not less than three (3) months prior notice in writing.

3. DIRECTOR'S DUTIES AND SERVICES

3.1 The Director in their office as an Executive Director shall:

(a) act honestly and in good faith in the interests of the Company as a whole;

(b) act for a proper purpose;

(c) be answerable to the Company for the application or misapplication of its assets;

(d) avoid actual and potential conflicts of interest and duty;

(e) disclose fully and fairly their interests in contracts with the Company;

(f) apply such degree of skill, care and diligence as may reasonably be expected of a person of their knowledge and experience and holding their office within the Company;

(g) comply to the best of their ability with the Listing Rules and the Company's rules, regulations, policies and procedures from time to time in force;

(h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company's compliance with the Listing Rules;

(i) comply with all of the requirements set out in Rules 3.09, 3.09A, 3.09B, 3.09C and 3.09D of the Listing Rules, as amended from time to time;

(j) in the discharge of their duties and in the exercise of their powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to them by the Board to the best of their skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board; and

(k) in pursuance of their duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.

3.2 The Director shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of their business or other activities which would or may cause them to be in conflict with the interests of the Group and obtain the Board's approval of any such proposed business or other activities.

3.3 The Director shall at all times promptly give to the Board (in writing if so requested) all such information as the Board may reasonably require in relation to their duties hereunder and of the Business in so far as such information is or ought to be within the knowledge of the Director, and shall at the Board's request provide further explanation in relation to such information.

3.4 The Director shall carry out their duties and exercise their powers jointly with any other director or executive officer as shall from time to time be appointed by the Board to act jointly with the Director. The Board may at any time and without explanation require the Director to cease performing any of their duties or exercising any of their powers under this Agreement.

3.5 The Director shall be required to carry out their duties in China or Hong Kong or such other locations as the Board may request or as the interests, needs, business and opportunities of the Group will require or be deemed desirable by the Board.

4. REMUNERATION

4.1 During the term, the Company will provide the Director with benefits and expenses pursuant to Clause 5 only.

4.2 The Director will not receive any remuneration in connection with the performance of their duties under the Appointment from the Listing Date, except otherwise provided in Clause 5.

5. BENEFITS AND EXPENSES

5.1 The Company shall reimburse the Director for all reasonable out-of-pocket expenses (including expenses of entertainment, subsistence and travelling) properly and reasonably incurred by them in relation to the Business or in the discharge of their duties hereunder, subject to such expenses being evidenced in such manner as the Board may require.

5.2 The Company shall pay or provide to the Director such additional benefits (including any options and/or awards under the rules of any share scheme(s) adopted and/or to be adopted by the Company, subject always to, inter alia, the listing of the Company's class B ordinary shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion deem appropriate.

5.3 The Company shall take out, and at all times during the period of Appointment maintain, directors' liability insurance with a reputable insurance company in respect of the performance by the Director of their duties under this Agreement.

6. RESTRICTIONS ON SHARE DEALINGS BY THE DIRECTOR

6.1 The Director shall comply with every relevant rule of law, regulation of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which they or their associates deal (including but not limited to complying with every regulation of the Company and the Memorandum and Articles of Association in force) in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to inside information and unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group, and in relation to overseas dealings the Director shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place.

7. TERMINATION

7.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Director (save as to statutory entitlements) by summary notice in writing with immediate effect if the Director at any time:

(a) ceases to be a Director by virtue of, or becomes prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;

(b) becomes bankrupt, has a receiving order made against them or makes any arrangement or composition with their creditors generally;

(c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to their property or affairs;

(d) is absent, and any alternate Director appointed by them is absent, from the place of their work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that their office be vacated;

(e) notifies the Company of their wish to resign, in which event they shall vacate office on the receipt of that notice to the Company or such later time as is specified in such notice, unless the Articles of Association provides otherwise; or

(f) is convicted of an indictable offence.

7.2 The Company shall also be entitled to terminate the Director's Appointment if:

(a) notice of their removal from office in writing is served upon them in accordance with the Articles of Association;

(b) the Company passes an ordinary resolution removing the Director from office pursuant to the Articles of Association; or

(c) the Company passes an ordinary resolution removing the Director from office in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands.

7.3 This Agreement shall automatically terminate if the class B ordinary Shares are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Director mutually agree to an extension.

7.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 7.1 or 7.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Director with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Directors' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this Agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with Clauses

7.1 or 7.2, other than such amounts as may comprise the Director's statutory entitlements under the applicable laws of Hong Kong or otherwise.

7.5 If the Director ceases to be a director of the Company otherwise than:

(a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Director is re-elected at the annual general meeting at which they retire;

(b) pursuant to Clause 2;

(c) pursuant to Clauses 7.1 or 7.2; or

(d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Director hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board.

7.6 Upon the termination of the Appointment howsoever arising, the Director shall:

(a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by them in any other company in the Group, and the Director hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as their lawful attorney and in their name and on their behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Director may have against any such company arising out of this Agreement or of the termination of the Appointment;

(b) forthwith deliver to the Company all books, records (including those in machine readable or eye readable form), documents, papers, materials, correspondence, accounts, together with all copies thereof and other property of or relating to the Group or the Business which may then be in their possession or under their power or control;

(c) not at any time thereafter represent themselves as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;

(d) automatically be removed from their positions in any committees of the Board (as applicable), with immediate effect; and

(e) provide to the Stock Exchange, immediately upon resignation as a director of the Company, any information that the Stock Exchange may require pursuant to the Listing Rules.

7.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 7.6 and 8 to 22 shall continue to apply notwithstanding the termination of this Agreement.

8. RESTRAINT ON ACTIVITIES OF THE DIRECTOR

8.1 Without prejudice to the obligations and restraints provided under their labor contract or other agreements signed with the Company or its affiliates, the Director hereby agrees that, during the term of the Appointment and for a period of one (1) year after the termination of the Appointment, they will not:

(a) (save with the prior written approval of the Board and save with respect to the Director's current and future duties with affiliates of the Company) engage or be engaged in, whether directly or indirectly, any business which is in competition with or similar to the Business or take employment with any person, firm, company or organisation engaged in or operating, whether directly or indirectly, such business or assist any such person, firm, company or organisation with technical, commercial or professional advice in relation to such business, provided that this shall not prohibit (i) the holding (directly or through nominees) of investments listed on any stock exchange as long as not more than five per cent (5%) of the issued shares or stock of any class or debentures of the relevant company shall be so held or (ii) any holding of securities of any company within the Group;

(b) either on their own account or for any person, solicit business from any person who, at any time during the term of the Appointment, has dealt with the Company or any other company in the Group or who, on the termination of the Appointment, is in the process of negotiating with the Company or any other company in the Group in relation to the Business;

(c) directly or indirectly employ or solicit for employment any person who has during the term of the Appointment been a director, officer, manager, agent or servant of or consultant to any company in the Group and who by reason of such employment is or may be likely to be in possession of any Confidential Information; or

(d) either on their own account or for any person, solicit or entice or endeavour to solicit or entice away from any company within the Group any director, officer, manager, agent or servant of any company in the Group whether or not such person would commit any breach of their contract of employment or services by reason of leaving the service of the relevant company in the Group.

8.2 Each of the paragraphs of Clause 8.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.

9. CONFIDENTIAL INFORMATION

9.1 Without prejudice to the obligations and restraints provided under their labor contract or other agreements signed with the Company or its affiliates, the Director hereby agrees that, during the term of the Appointment and for a period of five (5) years after the termination of the Appointment, they will not:

(a) use, or cause or permit to be used, take away, conceal or destroy any Confidential Information for their own purpose or for another person's advantage or for any purpose other than that of the Group;

(b) divulge or communicate, or cause or permit to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group on a need-to-know basis; or

(c) through any failure to exercise all due care and diligence, cause or permit any unauthorised disclosure of any Confidential Information, including (without limitation):

(i) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or

(ii) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to any information or knowledge which (otherwise than through the default of the Director) has become available to the public generally or is otherwise required by law or any applicable legislation to be disclosed.

9.2 Since the Director may obtain in the course of the Appointment, by reason of services rendered for or offices held in any other company in the Group, knowledge of the Confidential Information of such company, the Director hereby agrees that they will at the request and cost of the Company or such other company of the Group enter into an agreement or undertaking with such company whereby they will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such services and products and such area and for such period as such company may reasonably require for the protection of its legitimate interests.

9.3 All notes, memoranda, records and writings made by the Director in relation to the Business or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by them to the Company (or to such other company in the Group as the case may be) from time to time on demand and in any event upon them leaving the service of the Company, and the Director shall not retain any copy thereof.

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19.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent by post, airmail, fax or email to the relevant party at its address, fax number or email address set out below (or such other address, fax number or email address as the addressee has by two (2) business days' prior written notice specified to the other party):

To the Company

Address: Building 5, Sihai City, Wan Hui 2nd Road, Panyu District, Guangzhou, China

E-mail: huangyang1@shein.com

Attention: Yang Huang

To the Director

Name: Xiaoqing Ren

Address: Unit 3023, SOHO, Panyu Yuehai Plaza, Panyu District, Guangzhou, People's Republic of China

Email: snail@shein.com

19.2 Any notice, demand or other communication so addressed to the relevant party shall be in English and shall be deemed to have been delivered (a) if given or made by post, two (2) business days after the date of dispatch; (b) if given or made by hand, when delivered at the addresses referred to above; and (c) if given or made by fax or email, when sent subject to receipt by the sender of uninterrupted transmission provided that any fax or email received after 5:00 p.m. shall be deemed received at 9:00 a.m. on the immediately following business day.

20. COUNTERPARTS

20.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

21. RIGHTS OF THIRD PARTIES

21.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the "**Third Party Rights Ordinance**") shall not apply to this Agreement and, save for the Company, no person other than the parties to this Agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

22.2 The parties to this Agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

This Agreement has been duly executed the day and year first above written.

For and on behalf of
SHEIN Global Holdings Limited

Name: Yangtian Xu 许仰天
Title: Authorised Signatory

Name: Xiaoqing Ren 任晓庆
Title: Director

[*Signature page to director service agreement*]

ELITE DEPOT LIMITED

DIRECTOR AGREEMENT

This Director Agreement (the "Agreement") is made and entered into as of June 20, 2025 by and between Elite Depot Limited, an exempted company incorporated and existing under the laws of the Cayman Islands (the "Company"), and Denny Ting Bun Lee (李廷斌), an individual (Passport No.: [redacted], Address: No.4 Dianthus Road, Yau Yat Chuen, Kowloon, Hong Kong) (the "Director").

I. SERVICES

1.1 Board of Directors. The Director is appointed to serve as an independent non-executive director of the Company's board of directors (the "Board"), effective as of the date on which such appointment is approved to become effective by shareholders resolutions of the Company (the "Effective Date"), until the earlier of (i) the date on which the Director ceases to be a member of the Board for any reason (including in accordance with Section 1.3 hereof); (ii) the date of termination of this Agreement in accordance with Section 5.2 hereof; (iii) four (4) years from the Effective Date, and (iv) three (3) years from the date on which the Class B ordinary shares of the Company becomes listed on The Stock Exchange of Hong Kong Limited (such earlier date being the "Expiration Date"). The Board shall consist of the Director and such other members as are nominated and elected pursuant to the memorandum and articles of association of the Company (the "Memorandum and Articles").

1.2 Director Services. The Director's services to the Company hereunder shall include service on the Board and, as applicable, service on the audit and risk committee, remuneration committee, nomination committee and/or other committees of the Board in accordance with applicable law and stock exchange rules as well as the Memorandum and Articles and the terms of reference of the relevant committee(s), and such other services mutually agreed to by the Director and the Company (the "Director Services").

1.3 Continuation of Appointment. Continuation of the Director's appointment is contingent on his/her continued satisfactory performance, re-election by the shareholders of the Company at annual general meeting ("AGM") if held by the Company, and any relevant provisions under applicable law or the Memorandum and Articles relating to removal of a director. The Director is required to retire and seek re-election by the shareholders at AGM after the Effective Date if held by the Company or as the Board resolves or pursuant to the applicable laws, regulations or rules (including exchange listing rules). If the shareholders of the Company do not re-elect the Director at the relevant AGM, or the Director is removed from office under the Memorandum and Articles or applicable law, the Director's appointment shall terminate automatically, with immediate effect and without compensation.

II. COMPENSATION

2.1 Expense Reimbursement. The Company shall reimburse the Director for all reasonable travel and other out-of-pocket expenses incurred in connection with the Director Services rendered by the Director.

2.2 Compensation to Director. The Director shall receive from the Company compensation pursuant to Exhibit A hereto.

2.3 No Other Compensation. Except for the compensation provided in this Section II, the Director shall not be entitled to any other compensation, whether in cash or in kind, for the Director Services.

III. DUTIES OF DIRECTOR

3.1 Fiduciary Duties. In fulfilling his/her director responsibilities, the Director shall be charged with a fiduciary duty to the Company. The Director shall be attentive and inform himself/herself of all material facts regarding a decision before taking action. In addition, the Director's actions shall be motivated solely by the best interests of the Company.

3.2 Confidentiality. During the Term (as defined below), and for a period of two (2) years after the Expiration Date, the Director shall maintain in strict confidence all information he/she has obtained or shall obtain from the Company that the Company has designated as "confidential" or that is by its nature confidential, relating to the Company's business, operations, properties, assets, services, condition (financial or otherwise), liabilities, employee relations, customers (including customer usage statistics), suppliers, prospects, technology, or trade secrets, except to the extent such information (i) is in the public domain through no act or omission of the Director, (ii) is required to be disclosed by law or a valid order by a court or other governmental body, provided that the Director shall provide the Company at least ten (10) days' prior written notice (or to the greatest extent legally permissible and practicable) before disclosing any such information in any such manner and that, in making such disclosure, the Director shall disclose only that portion of such information required to be disclosed and shall take all reasonable efforts to preserve the confidentiality thereof, or (iii) is independently learned by the Director outside of his/her relationship with the Company and its affiliates (the "Confidential Information").

3.3 Nondisclosure and Nonuse Obligations. The Director will use the Confidential Information solely to perform the Director Services for the benefit of the Company. The Director will treat all Confidential Information of the Company with the same degree of care as the Director treats his/her own Confidential Information, and the Director will use his/her best efforts to protect the Confidential Information. The Director will not use the Confidential Information for his/her own benefit or the benefit of any other person or entity, except as may be specifically permitted in this Agreement. The Director will immediately give notice to the Company of any unauthorized use or disclosure by or through him/her, or of which he/she becomes aware, of the Confidential Information. The Director agrees to assist the Company in remedying any such unauthorized use or disclosure of the Confidential Information.

3.4 Return of the Company Property. All materials furnished to the Director by the Company, whether delivered to the Director by the Company or made by the Director in the performance of Director Services under this Agreement (the "Company Property"), are the sole and exclusive property of the Company. The Director agrees to promptly deliver the original and any copies of the Company Property to the Company at any time upon the Company's request. Upon termination of this Agreement by either party for any reason, the Director agrees to promptly deliver to the Company or destroy, at the Company's option, the original and any copies of the Company Property. The Director agrees to certify in writing that the Director has so returned or destroyed all such Company Property.

3.5 Director Obligations. The Director shall exercise the powers in his/her role as an independent non-executive director having regard to relevant obligations under prevailing law, regulation and rules, including the Companies Act of the Cayman Islands (as amended), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time, the "Hong Kong Listing Rules"), the UK Corporate Governance Code and associated guidance, the Financial Conduct Authority's Listing Rules, Prospectus Regulation Rules, and Disclosure Guidance and Transparency Rules.

IV. COVENANTS OF DIRECTOR

4.1 No Conflict of Interest. During the Term, and for a period of two (2) years after the Expiration Date, the Director shall not be employed by, own, manage, control or participate in the ownership, management, operation or control of any business entity that is competitive with the Company or otherwise undertake any obligation inconsistent with the terms hereof, provided that Director may continue the Director's current relationships with his/her current affiliation, which shall be provided to the Company upon its requests (all of which are referred to collectively as "Current Affiliations"). This Agreement is subject to the current terms and agreements governing the Director's relationship with Current Affiliations, and nothing in this Agreement is intended to be or will be construed to inhibit or limit any of the Director's obligations to Current Affiliations. The Director represents that nothing in this Agreement conflicts with the Director's obligations to Current Affiliations. A business entity shall be deemed to be "competitive with the Company" for purpose of this Article IV only if and to the extent it engages in e-commerce business or other business substantially similar to the Company's business. If the Director undertakes any duty, investment or other obligation that may present a conflict of interest prohibited under this Section 4.1, the Director shall inform the Company in advance. If the Company decides such proposed new obligation would present an actual conflict of interest prohibited hereunder and the Director still undertakes the new obligation, the Company shall have the right to terminate this Agreement immediately, in which case the Director shall immediately resign from the Board and any Board committee on which he/she then serves.

4.2 Noninterference with Business. During the Term, and for a period of two (2) years after the Expiration Date, the Director agrees not to interfere with the business of the Company in any manner. By way of example and not of limitation, the Director agrees not to solicit or induce any employee, independent contractor, customer, supplier or business partner of the Company to terminate or breach his/her/its employment, contractual or other relationship with the Company.

4.3 Inside Information and Dealing in the Company's Shares. The Director's attention is drawn to the requirements under applicable laws, rules and regulations as to the disclosure of inside information, in particular to the Securities and Futures Ordinance (Cap. 572 of the Laws of Hong Kong) (the "SFO"), the Disclosure Guidance and Transparency Rules of the UK Listing Authority and section 52 of the Criminal Justice Act 1993 on insider dealing. The Director should avoid making any statements that might risk a breach of these requirements. During the Term, the Director is required to comply with the applicable provisions of SFO, the Hong Kong Listing Rules (including the Model Code for Securities Transactions by Directors of Listed Issuers in Appendix C3), the UK Market Abuse Regulation in relation to dealing in the Company's publicly traded or quoted securities, and any such other code as the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's publicly traded or quoted securities.

V. TERMINATION

5.1 Term. This Agreement is effective as of the Effective Date as provided for in Section 1.1 above and will continue until the Expiration Date (the "Term").

5.2 Termination. Notwithstanding and in addition to the Company's rights to terminate this Agreement pursuant to other provisions herein, either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party, or such shorter period as the parties may agree upon.

5.3 Survival. The rights and obligations contained in Articles III and IV will survive any termination or expiration of this Agreement.

VI. MISCELLANEOUS

6.1 Assignment. Except as expressly permitted by this Agreement, neither party shall assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

6.2 No Waiver. The failure of any party to insist upon the strict observance and performance of the terms of this Agreement shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms.

6.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the signature page of this Agreement or such other address as either party may specify in writing.

6.4 Governing Law. This Agreement shall be governed in all respects by the laws of the Cayman Islands without regard to conflicts of law principles thereof.

6.5 Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Director Services undertaken by the Director for the Company.

6.7 Amendments. This Agreement may only be amended, modified or changed by an agreement signed by the Company and the Director. The terms contained herein may not be altered, supplemented or interpreted by any course of dealing or practices.

6.8 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Company:	**Elite Depot Limited**
	By: ____________________ Name: Yangtian Xu Title: Authorized Signatory
Director:	**Denny Ting Bun Lee (李廷斌)**
	____________________ Name: Denny Ting Bun Lee (李廷斌)

EXHIBIT A

Compensation to Director

1. In consideration for the Director Services, subject to the conditions provided below and compliance with all applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules) and pursuant to the terms of the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder, the Director will be entitled to:

(i) Cash Compensation: starting from the Effective Date, an annual cash compensation of US$$100,000 to be paid equally in arrears on a quarterly basis within 10 business days after end of the relevant calendar quarter, provided that if the Director does not serve as a director for the entire duration of any calendar quarter, the cash compensation for the relevant calendar quarter shall be paid on a pro rata basis.

(ii) Award Grant: [on the date on which the Company's Class B Ordinary Shares become listed in an IPO (the "Listing Date") and each anniversary date of the Listing Date] that the Director serves as a director of the Company, a grant of such number of restricted share units ("RSUs") representing such number of Class B Ordinary Shares of the Company, with an aggregate value of US$200,000 (the "Awarded RSUs"). The number of Class B Ordinary Shares under the Awarded RSUs) will be calculated based on (A) the IPO price of the Company's Class B Ordinary Shares, if the Director remains a director of the Company on the Listing Date, or (B) if the Director starts serving on each anniversary date of the Listing Date after the Listing Date, the closing price of the Company's Class B Ordinary Shares on the day immediately prior to the date of the grant. The Awarded RSU granted each year shall vest 100% on annual basis.

Notwithstanding the foregoing, if the Company notifies the Director of its decision to cease engagement with the Director before all or any of the Awarded RSUs have vested in accordance with the above schedule, the vesting of the Awarded RSUs shall terminate immediately and any unvested Awarded RSUs shall be forfeited, provided that a percentage of the Awarded RSUs scheduled to vest on the next vesting date after the Listing Date shall vest on the date of such notification. Such percentage shall be equal to the result of (A) 100% divided by (B) the number of quarters elapsed at the time of Company's notice after the grant of such Awarded RSUs.

The parties further agree that: (x) the Director will receive the Class B Ordinary Shares underlying an Awarded RSU only if an Awarded RSU vests; and (y) the number of shares of the Company represented by the Awarded RSUs will be equitably adjusted for any share consolidation, split, recapitalization or similar events that occur after the date of the grant.

(iii) Committee Award Grant: if, on or following the Listing Date, the Director is elected to be the chairman of a Board committee, an additional annual grant of such number of RSUs representing such number of Class B Ordinary Shares of the Company with an aggregate value of US$50,000, on the first day that the Director serves as such role on or after the Listing Date and the anniversary days

thereof (the "Committee Chair Award"). The number of Class B Ordinary Shares under the Committee Chair Award will be calculated based on (A) the IPO price of the Company's Class B Ordinary Shares, if the Director starts serving such role on the Listing Date, or (B) if the Director starts serving as the chairman of the Board after the Listing Date, or that the Director remains serving such role each year, the closing price of the Company's Class B Ordinary Shares on the day immediately prior to the date of the grant. The Committee Chair Award will vest 100% on annual basis.

If, on or following the Listing Date, the Director is elected to serve as the chairman for more than one (1) Board committees, the aforementioned paragraph under this section (iii) shall continue to apply *mutatis mutandi* for each chairman roles that the Director serves.

Notwithstanding the foregoing, if the Company notifies the Director of its decision to cease relevant roles served by Director before all or any of the Committee Chair Award have vested in accordance with the above schedule, the vesting of the Committee Chair Award shall terminate immediately and any unvested Committee Chair Award shall be forfeited, provided that a percentage of the Committee Chair Award scheduled to vest on the next vesting date after the Listing Date shall vest on the date of such notification. Such percentage shall be equal to the result of (A) 100% divided by (B) the number of quarters elapsed at the time of Company's notice after the grant of such Committee Chair Award.

If it is not practicable to make the grant of the RSUs on the relevant date(s) specified above under applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules) and/or pursuant to the terms of the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder and/or due to administrative impracticability, the date of grant of the relevant RSUs mentioned above shall be the first practicable date after the original proposed grant date or any other date as mutually agreed by the Director and the Company.

Notwithstanding the foregoing, the Company is entitled to, in its sole and absolute discretion, determine that all or any part of the Award Grant and/or the Committee Chair Award (as the case may be) to be granted shall be paid in cash instead of by granting the RSUs.

2. The compensation will be reviewed and may be amended as determined in accordance with the constitutional documents of the Company from time to time and subject to compliance with the applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules). The Director acknowledges that the grant of the Awarded RSUs shall in all respects be subject to and in compliance with all applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules) and pursuant to the terms of the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder in effect as at the date of relevant grant, and terms of the RSUs granted hereunder shall be in the form prescribed by the Company and be subject to other restrictions and qualifications, including those set forth in the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder (if any), as amended from time to time without notice. Specifically, and without limiting the foregoing, the Director acknowledges that neither the RSUs nor the Company's Class B Ordinary Shares have been registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and thus they are and will remain subject, among other things, to the restrictions on transfer under U.S. securities laws, if appliable. The

Director represents and warrants to the Company that (1) he/she is not acquiring the RSUs granted hereunder or any underlying Class B Ordinary Shares of the Company with the intent to distribute those shares; (2) he/she is either an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act or a non-"U.S. Person" as defined under Regulation S under the Securities Act, and satisfies similar applicable requirements under the Financial Services and Markets Act 2000, the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, the UK Prospectus Regulation, or other applicable laws; and (3) he/she is aware that the granting of the RSUs is being made in reliance on a private placement exemption from registration under the Securities Act, and similar applicable exemptions under the Financial Services and Markets Act 2000, the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, the UK Prospectus Regulation, or other similar rules under applicable laws. Upon vesting of the RSUs, the Director (or in the event of the Director's death, his/her estate) will receive whole Class B Ordinary Shares of the Company as soon as administratively practicable, subject to other provisions herein and in the applicable share incentive program or plan(s), the sub-policies issued thereunder (if any) and the relevant RSUs award agreement (if any).

3. Notwithstanding anything to the contrary contained herein, and subject to all applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules) and pursuant to the terms of the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder, if the Company reasonably determines that one or more of the following events has occurred, regardless of when such event is discovered, (i) the RSUs granted hereunder that are unvested or vested but not settled shall terminate and be forfeited immediately; (ii) the RSUs granted hereunder and any shares of the Company or other amount or property of the Company that may be issued, delivered or paid in respect of the RSUs granted hereunder, as well as any consideration that may be received in respect of a sale or other disposition of any such shares or property, shall be subject to any recoupment, "clawback" or similar provisions of applicable laws, as well as any recoupment or "clawback" policies of the Company that may be in effect from time to time; and (iii) without limiting the foregoing (ii), the Company may require the Director to deliver or otherwise repay to the Company the RSUs granted hereunder and any shares or other amount of property of the Company that may be issued, delivered or paid, as well as any consideration that may be received in respect of a sale or other disposition of any such shares or property:

(1) stealing, disclosing, using without permission or, in any other ways, infringing the business secrets of the Company or its affiliates during the Director Services and at any time after the termination, or otherwise violating Section 3.2 or Section 3.3 of this Agreement;

(2) violating Section 4.1 or Section 4.2 of this Agreement;

(3) during the Director Services, conducting any activities that constitute a breach of this Agreement or grounds to terminate the grant of RSUs hereunder for cause as provided by the Company's share incentive program or plan, the sub-policies issued thereunder (if any), as may be amended from time to time without notice, or the relevant RSUs award agreement;

(4) the Director is convicted of a crime or other violation of law, including but not limited to, laws governing corruption and/or bribery.

4. In the event of termination of this Agreement in accordance with Section 5.2 hereunder, all RSUs granted hereunder that are unvested shall terminate and be forfeited immediately.

ELITE DEPOT LIMITED

DIRECTOR AGREEMENT

This Director Agreement (the "Agreement") is made and entered into as of June 20, 2025 by and between Elite Depot Limited, an exempted company incorporated and existing under the laws of the Cayman Islands (the "Company"), and CAI, Hongbin (蔡洪滨), an individual (Passport No.: [redacted], Address: Room 19B, 19th Floor, Block 2, Tam Yick Fong Building, 25 Sha Wan Drive, Pok Fu Lam, Hong Kong) (the "Director").

I. SERVICES

1.1 Board of Directors. The Director is appointed to serve as an independent non-executive director of the Company's board of directors (the "Board"), effective as of the date on which such appointment is approved to become effective by shareholders resolutions of the Company (the "Effective Date"), until the earlier of (i) the date on which the Director ceases to be a member of the Board for any reason (including in accordance with Section 1.3 hereof); (ii) the date of termination of this Agreement in accordance with Section 5.2 hereof; (iii) four (4) years from the Effective Date, and (iv) three (3) years from the date on which the Class B ordinary shares of the Company becomes listed on The Stock Exchange of Hong Kong Limited (such earlier date being the "Expiration Date"). The Board shall consist of the Director and such other members as are nominated and elected pursuant to the memorandum and articles of association of the Company (the "Memorandum and Articles").

1.2 Director Services. The Director's services to the Company hereunder shall include service on the Board and, as applicable, service on the audit and risk committee, remuneration committee, nomination committee and/or other committees of the Board in accordance with applicable law and stock exchange rules as well as the Memorandum and Articles and the terms of reference of the relevant committee(s), and such other services mutually agreed to by the Director and the Company (the "Director Services").

1.3 Continuation of Appointment. Continuation of the Director's appointment is contingent on his/her continued satisfactory performance, re-election by the shareholders of the Company at annual general meeting ("AGM") if held by the Company, and any relevant provisions under applicable law or the Memorandum and Articles relating to removal of a director. The Director is required to retire and seek re-election by the shareholders at AGM after the Effective Date if held by the Company or as the Board resolves or pursuant to the applicable laws, regulations or rules (including exchange listing rules). If the shareholders of the Company do not re-elect the Director at the relevant AGM, or the Director is removed from office under the Memorandum and Articles or applicable law, the Director's appointment shall terminate automatically, with immediate effect and without compensation.

II. COMPENSATION

2.1 Expense Reimbursement. The Company shall reimburse the Director for all reasonable travel and other out-of-pocket expenses incurred in connection with the Director Services rendered by the Director.

2.2 Compensation to Director. The Director shall receive from the Company compensation pursuant to Exhibit A hereto.

2.3 No Other Compensation. Except for the compensation provided in this Section II, the Director shall not be entitled to any other compensation, whether in cash or in kind, for the Director Services.

III. DUTIES OF DIRECTOR

3.1 Fiduciary Duties. In fulfilling his/her director responsibilities, the Director shall be charged with a fiduciary duty to the Company. The Director shall be attentive and inform himself/herself of all material facts regarding a decision before taking action. In addition, the Director's actions shall be motivated solely by the best interests of the Company.

3.2 Confidentiality. During the Term (as defined below), and for a period of two (2) years after the Expiration Date, the Director shall maintain in strict confidence all information he/she has obtained or shall obtain from the Company that the Company has designated as "confidential" or that is by its nature confidential, relating to the Company's business, operations, properties, assets, services, condition (financial or otherwise), liabilities, employee relations, customers (including customer usage statistics), suppliers, prospects, technology, or trade secrets, except to the extent such information (i) is in the public domain through no act or omission of the Director, (ii) is required to be disclosed by law or a valid order by a court or other governmental body, provided that the Director shall provide the Company at least ten (10) days' prior written notice (or to the greatest extent legally permissible and practicable) before disclosing any such information in any such manner and that, in making such disclosure, the Director shall disclose only that portion of such information required to be disclosed and shall take all reasonable efforts to preserve the confidentiality thereof, or (iii) is independently learned by the Director outside of his/her relationship with the Company and its affiliates (the "Confidential Information").

3.3 Nondisclosure and Nonuse Obligations. The Director will use the Confidential Information solely to perform the Director Services for the benefit of the Company. The Director will treat all Confidential Information of the Company with the same degree of care as the Director treats his/her own Confidential Information, and the Director will use his/her best efforts to protect the Confidential Information. The Director will not use the Confidential Information for his/her own benefit or the benefit of any other person or entity, except as may be specifically permitted in this Agreement. The Director will immediately give notice to the Company of any unauthorized use or disclosure by or through him/her, or of which he/she becomes aware, of the Confidential Information. The Director agrees to assist the Company in remedying any such unauthorized use or disclosure of the Confidential Information.

3.4 Return of the Company Property. All materials furnished to the Director by the Company, whether delivered to the Director by the Company or made by the Director in the performance of Director Services under this Agreement (the "Company Property"), are the sole and exclusive property of the Company. The Director agrees to promptly deliver the original and any copies of the Company Property to the Company at any time upon the Company's request. Upon termination of this Agreement by either party for any reason, the Director agrees to promptly deliver to the Company or destroy, at the Company's option, the original and any copies of the Company Property. The Director agrees to certify in writing that the Director has so returned or destroyed all such Company Property.

3.5 Director Obligations. The Director shall exercise the powers in his/her role as an independent non-executive director having regard to relevant obligations under prevailing law, regulation and rules, including the Companies Act of the Cayman Islands (as amended), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time, the "Hong Kong Listing Rules"), the UK Corporate Governance Code and associated guidance, the Financial Conduct Authority's Listing Rules, Prospectus Regulation Rules, and Disclosure Guidance and Transparency Rules.

IV. COVENANTS OF DIRECTOR

4.1 No Conflict of Interest. During the Term, and for a period of two (2) years after the Expiration Date, the Director shall not be employed by, own, manage, control or participate in the ownership, management, operation or control of any business entity that is competitive with the Company or otherwise undertake any obligation inconsistent with the terms hereof, provided that Director may continue the Director's current relationships with his/her current affiliation, which shall be provided to the Company upon its requests (all of which are referred to collectively as "Current Affiliations"). This Agreement is subject to the current terms and agreements governing the Director's relationship with Current Affiliations, and nothing in this Agreement is intended to be or will be construed to inhibit or limit any of the Director's obligations to Current Affiliations. The Director represents that nothing in this Agreement conflicts with the Director's obligations to Current Affiliations. A business entity shall be deemed to be "competitive with the Company" for purpose of this Article IV only if and to the extent it engages in e-commerce business or other business substantially similar to the Company's business. If the Director undertakes any duty, investment or other obligation that may present a conflict of interest prohibited under this Section 4.1, the Director shall inform the Company in advance. If the Company decides such proposed new obligation would present an actual conflict of interest prohibited hereunder and the Director still undertakes the new obligation, the Company shall have the right to terminate this Agreement immediately, in which case the Director shall immediately resign from the Board and any Board committee on which he/she then serves.

4.2 Noninterference with Business. During the Term, and for a period of two (2) years after the Expiration Date, the Director agrees not to interfere with the business of the Company in any manner. By way of example and not of limitation, the Director agrees not to solicit or induce any employee, independent contractor, customer, supplier or business partner of the Company to terminate or breach his/her/its employment, contractual or other relationship with the Company.

4.3 Inside Information and Dealing in the Company's Shares. The Director's attention is drawn to the requirements under applicable laws, rules and regulations as to the disclosure of inside information, in particular to the Securities and Futures Ordinance (Cap. 572 of the Laws of Hong Kong) (the "SFO"), the Disclosure Guidance and Transparency Rules of the UK Listing Authority and section 52 of the Criminal Justice Act 1993 on insider dealing. The Director should avoid making any statements that might risk a breach of these requirements. During the Term, the Director is required to comply with the applicable provisions of SFO, the Hong Kong Listing Rules (including the Model Code for Securities Transactions by Directors of Listed Issuers in Appendix C3), the UK Market Abuse Regulation in relation to dealing in the Company's publicly traded or quoted securities, and any such other code as the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's publicly traded or quoted securities.

V. TERMINATION

5.1 Term. This Agreement is effective as of the Effective Date as provided for in Section 1.1 above and will continue until the Expiration Date (the "Term").

5.2 Termination. Notwithstanding and in addition to the Company's rights to terminate this Agreement pursuant to other provisions herein, either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party, or such shorter period as the parties may agree upon.

5.3 Survival. The rights and obligations contained in Articles III and IV will survive any termination or expiration of this Agreement.

VI. MISCELLANEOUS

6.1 Assignment. Except as expressly permitted by this Agreement, neither party shall assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

6.2 No Waiver. The failure of any party to insist upon the strict observance and performance of the terms of this Agreement shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms.

6.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the signature page of this Agreement or such other address as either party may specify in writing.

6.4 Governing Law. This Agreement shall be governed in all respects by the laws of the Cayman Islands without regard to conflicts of law principles thereof.

6.5 Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Director Services undertaken by the Director for the Company.

6.7 Amendments. This Agreement may only be amended, modified or changed by an agreement signed by the Company and the Director. The terms contained herein may not be altered, supplemented or interpreted by any course of dealing or practices.

6.8 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Company: **Elite Depot Limited**

By: ____________________
Name: Yangtian Xu
Title: Authorized Signatory

Director: **CAI, Hongbin (蔡洪滨)**

____
Name: CAI, Hongbin (蔡洪滨)

EXHIBIT A

Compensation to Director

1. In consideration for the Director Services, subject to the conditions provided below and compliance with all applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules) and pursuant to the terms of the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder, the Director will be entitled to:

(i) Cash Compensation: starting from the Effective Date, an annual cash compensation of US$$100,000 to be paid equally in arrears on a quarterly basis within 10 business days after end of the relevant calendar quarter, provided that if the Director does not serve as a director for the entire duration of any calendar quarter, the cash compensation for the relevant calendar quarter shall be paid on a pro rata basis.

(ii) Award Grant: [on the date on which the Company's Class B Ordinary Shares become listed in an IPO (the "Listing Date") and each anniversary date of the Listing Date] that the Director serves as a director of the Company, a grant of such number of restricted share units ("RSUs") representing such number of Class B Ordinary Shares of the Company, with an aggregate value of US$200,000 (the "Awarded RSUs"). The number of Class B Ordinary Shares under the Awarded RSUs) will be calculated based on (A) the IPO price of the Company's Class B Ordinary Shares, if the Director remains a director of the Company on the Listing Date, or (B) if the Director starts serving on each anniversary date of the Listing Date after the Listing Date, the closing price of the Company's Class B Ordinary Shares on the day immediately prior to the date of the grant. The Awarded RSU granted each year shall vest 100% on annual basis.

Notwithstanding the foregoing, if the Company notifies the Director of its decision to cease engagement with the Director before all or any of the Awarded RSUs have vested in accordance with the above schedule, the vesting of the Awarded RSUs shall terminate immediately and any unvested Awarded RSUs shall be forfeited, provided that a percentage of the Awarded RSUs scheduled to vest on the next vesting date after the Listing Date shall vest on the date of such notification. Such percentage shall be equal to the result of (A) 100% divided by (B) the number of quarters elapsed at the time of Company's notice after the grant of such Awarded RSUs.

The parties further agree that: (x) the Director will receive the Class B Ordinary Shares underlying an Awarded RSU only if an Awarded RSU vests; and (y) the number of shares of the Company represented by the Awarded RSUs will be equitably adjusted for any share consolidation, split, recapitalization or similar events that occur after the date of the grant.

(iii) Committee Award Grant: if, on or following the Listing Date, the Director is elected to be the chairman of a Board committee, an additional annual grant of such number of RSUs representing such number of Class B Ordinary Shares of the Company with an aggregate value of US$50,000, on the first day that the Director serves as such role on or after the Listing Date and the anniversary days

thereof (the "Committee Chair Award"). The number of Class B Ordinary Shares under the Committee Chair Award will be calculated based on (A) the IPO price of the Company's Class B Ordinary Shares, if the Director starts serving such role on the Listing Date, or (B) if the Director starts serving as the chairman of the Board after the Listing Date, or that the Director remains serving such role each year, the closing price of the Company's Class B Ordinary Shares on the day immediately prior to the date of the grant. The Committee Chair Award will vest 100% on annual basis.

If, on or following the Listing Date, the Director is elected to serve as the chairman for more than one (1) Board committees, the aforementioned paragraph under this section (iii) shall continue to apply *mutatis mutandi* for each chairman roles that the Director serves.

Notwithstanding the foregoing, if the Company notifies the Director of its decision to cease relevant roles served by Director before all or any of the Committee Chair Award have vested in accordance with the above schedule, the vesting of the Committee Chair Award shall terminate immediately and any unvested Committee Chair Award shall be forfeited, provided that a percentage of the Committee Chair Award scheduled to vest on the next vesting date after the Listing Date shall vest on the date of such notification. Such percentage shall be equal to the result of (A) 100% divided by (B) the number of quarters elapsed at the time of Company's notice after the grant of such Committee Chair Award.

If it is not practicable to make the grant of the RSUs on the relevant date(s) specified above under applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules) and/or pursuant to the terms of the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder and/or due to administrative impracticability, the date of grant of the relevant RSUs mentioned above shall be the first practicable date after the original proposed grant date or any other date as mutually agreed by the Director and the Company.

Notwithstanding the foregoing, the Company is entitled to, in its sole and absolute discretion, determine that all or any part of the Award Grant and/or the Committee Chair Award (as the case may be) to be granted shall be paid in cash instead of by granting the RSUs.

2. The compensation will be reviewed and may be amended as determined in accordance with the constitutional documents of the Company from time to time and subject to compliance with the applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules). The Director acknowledges that the grant of the Awarded RSUs shall in all respects be subject to and in compliance with all applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules) and pursuant to the terms of the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder in effect as at the date of relevant grant, and terms of the RSUs granted hereunder shall be in the form prescribed by the Company and be subject to other restrictions and qualifications, including those set forth in the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder (if any), as amended from time to time without notice. Specifically, and without limiting the foregoing, the Director acknowledges that neither the RSUs nor the Company's Class B Ordinary Shares have been registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and thus they are and will remain subject, among other things, to the restrictions on transfer under U.S. securities laws, if appliable. The

Director represents and warrants to the Company that (1) he/she is not acquiring the RSUs granted hereunder or any underlying Class B Ordinary Shares of the Company with the intent to distribute those shares; (2) he/she is either an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act or a non-"U.S. Person" as defined under Regulation S under the Securities Act, and satisfies similar applicable requirements under the Financial Services and Markets Act 2000, the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, the UK Prospectus Regulation, or other applicable laws; and (3) he/she is aware that the granting of the RSUs is being made in reliance on a private placement exemption from registration under the Securities Act, and similar applicable exemptions under the Financial Services and Markets Act 2000, the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, the UK Prospectus Regulation, or other similar rules under applicable laws. Upon vesting of the RSUs, the Director (or in the event of the Director's death, his/her estate) will receive whole Class B Ordinary Shares of the Company as soon as administratively practicable, subject to other provisions herein and in the applicable share incentive program or plan(s), the sub-policies issued thereunder (if any) and the relevant RSUs award agreement (if any).

3. Notwithstanding anything to the contrary contained herein, and subject to all applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules) and pursuant to the terms of the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder, if the Company reasonably determines that one or more of the following events has occurred, regardless of when such event is discovered, (i) the RSUs granted hereunder that are unvested or vested but not settled shall terminate and be forfeited immediately; (ii) the RSUs granted hereunder and any shares of the Company or other amount or property of the Company that may be issued, delivered or paid in respect of the RSUs granted hereunder, as well as any consideration that may be received in respect of a sale or other disposition of any such shares or property, shall be subject to any recoupment, "clawback" or similar provisions of applicable laws, as well as any recoupment or "clawback" policies of the Company that may be in effect from time to time; and (iii) without limiting the foregoing (ii), the Company may require the Director to deliver or otherwise repay to the Company the RSUs granted hereunder and any shares or other amount of property of the Company that may be issued, delivered or paid, as well as any consideration that may be received in respect of a sale or other disposition of any such shares or property:

(1) stealing, disclosing, using without permission or, in any other ways, infringing the business secrets of the Company or its affiliates during the Director Services and at any time after the termination, or otherwise violating Section 3.2 or Section 3.3 of this Agreement;

(2) violating Section 4.1 or Section 4.2 of this Agreement;

(3) during the Director Services, conducting any activities that constitute a breach of this Agreement or grounds to terminate the grant of RSUs hereunder for cause as provided by the Company's share incentive program or plan, the sub-policies issued thereunder (if any), as may be amended from time to time without notice, or the relevant RSUs award agreement;

(4) the Director is convicted of a crime or other violation of law, including but not limited to, laws governing corruption and/or bribery.

4. In the event of termination of this Agreement in accordance with Section 5.2 hereunder, all RSUs granted hereunder that are unvested shall terminate and be forfeited immediately.

ELITE DEPOT LIMITED

DIRECTOR AGREEMENT

This Director Agreement (the "Agreement") is made and entered into as of June 20, 2025 by and between Elite Depot Limited, an exempted company incorporated and existing under the laws of the Cayman Islands (the "Company"), and Lim Ming Yan, an individual (Passport No.: [redacted], Address: 8 Mount Sinai Lane, Singapore 276999) (the "Director").

I. SERVICES

1.1 Board of Directors. The Director is appointed to serve as an independent non-executive director of the Company's board of directors (the "Board"), effective as of the date on which such appointment is approved to become effective by shareholders resolutions of the Company (the "Effective Date"), until the earlier of (i) the date on which the Director ceases to be a member of the Board for any reason (including in accordance with Section 1.3 hereof); (ii) the date of termination of this Agreement in accordance with Section 5.2 hereof; (iii) four (4) years from the Effective Date, and (iv) three (3) years from the date on which the Class B ordinary shares of the Company becomes listed on The Stock Exchange of Hong Kong Limited (such earlier date being the "Expiration Date"). The Board shall consist of the Director and such other members as are nominated and elected pursuant to the memorandum and articles of association of the Company (the "Memorandum and Articles").

1.2 Director Services. The Director's services to the Company hereunder shall include service on the Board and, as applicable, service on the audit and risk committee, remuneration committee, nomination committee and/or other committees of the Board in accordance with applicable law and stock exchange rules as well as the Memorandum and Articles and the terms of reference of the relevant committee(s), and such other services mutually agreed to by the Director and the Company (the "Director Services").

1.3 Continuation of Appointment. Continuation of the Director's appointment is contingent on his/her continued satisfactory performance, re-election by the shareholders of the Company at annual general meeting ("AGM") if held by the Company, and any relevant provisions under applicable law or the Memorandum and Articles relating to removal of a director. The Director is required to retire and seek re-election by the shareholders at AGM after the Effective Date if held by the Company or as the Board resolves or pursuant to the applicable laws, regulations or rules (including exchange listing rules). If the shareholders of the Company do not re-elect the Director at the relevant AGM, or the Director is removed from office under the Memorandum and Articles or applicable law, the Director's appointment shall terminate automatically, with immediate effect and without compensation.

II. COMPENSATION

2.1 Expense Reimbursement. The Company shall reimburse the Director for all reasonable travel and other out-of-pocket expenses incurred in connection with the Director Services rendered by the Director.

2.2 Compensation to Director. The Director shall receive from the Company compensation pursuant to Exhibit A hereto.

2.3 No Other Compensation. Except for the compensation provided in this Section II, the Director shall not be entitled to any other compensation, whether in cash or in kind, for the Director Services.

III. DUTIES OF DIRECTOR

3.1 Fiduciary Duties. In fulfilling his/her director responsibilities, the Director shall be charged with a fiduciary duty to the Company. The Director shall be attentive and inform himself/herself of all material facts regarding a decision before taking action. In addition, the Director's actions shall be motivated solely by the best interests of the Company.

3.2 Confidentiality. During the Term (as defined below), and for a period of two (2) years after the Expiration Date, the Director shall maintain in strict confidence all information he/she has obtained or shall obtain from the Company that the Company has designated as "confidential" or that is by its nature confidential, relating to the Company's business, operations, properties, assets, services, condition (financial or otherwise), liabilities, employee relations, customers (including customer usage statistics), suppliers, prospects, technology, or trade secrets, except to the extent such information (i) is in the public domain through no act or omission of the Director, (ii) is required to be disclosed by law or a valid order by a court or other governmental body, provided that the Director shall provide the Company at least ten (10) days' prior written notice (or to the greatest extent legally permissible and practicable) before disclosing any such information in any such manner and that, in making such disclosure, the Director shall disclose only that portion of such information required to be disclosed and shall take all reasonable efforts to preserve the confidentiality thereof, or (iii) is independently learned by the Director outside of his/her relationship with the Company and its affiliates (the "Confidential Information").

3.3 Nondisclosure and Nonuse Obligations. The Director will use the Confidential Information solely to perform the Director Services for the benefit of the Company. The Director will treat all Confidential Information of the Company with the same degree of care as the Director treats his/her own Confidential Information, and the Director will use his/her best efforts to protect the Confidential Information. The Director will not use the Confidential Information for his/her own benefit or the benefit of any other person or entity, except as may be specifically permitted in this Agreement. The Director will immediately give notice to the Company of any unauthorized use or disclosure by or through him/her, or of which he/she becomes aware, of the Confidential Information. The Director agrees to assist the Company in remedying any such unauthorized use or disclosure of the Confidential Information.

3.4 Return of the Company Property. All materials furnished to the Director by the Company, whether delivered to the Director by the Company or made by the Director in the performance of Director Services under this Agreement (the "Company Property"), are the sole and exclusive property of the Company. The Director agrees to promptly deliver the original and any copies of the Company Property to the Company at any time upon the Company's request. Upon termination of this Agreement by either party for any reason, the Director agrees to promptly deliver to the Company or destroy, at the Company's option, the original and any copies of the Company Property. The Director agrees to certify in writing that the Director has so returned or destroyed all such Company Property.

3.5 Director Obligations. The Director shall exercise the powers in his/her role as an independent non-executive director having regard to relevant obligations under prevailing law, regulation and rules, including the Companies Act of the Cayman Islands (as amended), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time, the "Hong Kong Listing Rules"), the UK Corporate Governance Code and associated guidance, the Financial Conduct Authority's Listing Rules, Prospectus Regulation Rules, and Disclosure Guidance and Transparency Rules.

IV. COVENANTS OF DIRECTOR

4.1 No Conflict of Interest. During the Term, and for a period of two (2) years after the Expiration Date, the Director shall not be employed by, own, manage, control or participate in the ownership, management, operation or control of any business entity that is competitive with the Company or otherwise undertake any obligation inconsistent with the terms hereof, provided that Director may continue the Director's current relationships with his/her current affiliation, which shall be provided to the Company upon its requests(all of which are referred to collectively as "Current Affiliations"). This Agreement is subject to the current terms and agreements governing the Director's relationship with Current Affiliations, and nothing in this Agreement is intended to be or will be construed to inhibit or limit any of the Director's obligations to Current Affiliations. The Director represents that nothing in this Agreement conflicts with the Director's obligations to Current Affiliations. A business entity shall be deemed to be "competitive with the Company" for purpose of this Article IV only if and to the extent it engages in e-commerce business or other business substantially similar to the Company's business. If the Director undertakes any duty, investment or other obligation that may present a conflict of interest prohibited under this Section 4.1, the Director shall inform the Company in advance. If the Company decides such proposed new obligation would present an actual conflict of interest prohibited hereunder and the Director still undertakes the new obligation, the Company shall have the right to terminate this Agreement immediately, in which case the Director shall immediately resign from the Board and any Board committee on which he/she then serves.

4.2 Noninterference with Business. During the Term, and for a period of two (2) years after the Expiration Date, the Director agrees not to interfere with the business of the Company in any manner. By way of example and not of limitation, the Director agrees not to solicit or induce any employee, independent contractor, customer, supplier or business partner of the Company to terminate or breach his/her/its employment, contractual or other relationship with the Company.

4.3 Inside Information and Dealing in the Company's Shares. The Director's attention is drawn to the requirements under applicable laws, rules and regulations as to the disclosure of inside information, in particular to the Securities and Futures Ordinance (Cap. 572 of the Laws of Hong Kong) (the "SFO"), the Disclosure Guidance and Transparency Rules of the UK Listing Authority and section 52 of the Criminal Justice Act 1993 on insider dealing. The Director should avoid making any statements that might risk a breach of these requirements. During the Term, the Director is required to comply with the applicable provisions of SFO, the Hong Kong Listing Rules (including the Model Code for Securities Transactions by Directors of Listed Issuers in Appendix C3), the UK Market Abuse Regulation in relation to dealing in the Company's publicly traded or quoted securities, and any such other code as the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's publicly traded or quoted securities.

V. TERMINATION

5.1 Term. This Agreement is effective as of the Effective Date as provided for in Section 1.1 above and will continue until the Expiration Date (the "Term").

5.2 Termination. Notwithstanding and in addition to the Company's rights to terminate this Agreement pursuant to other provisions herein, either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party, or such shorter period as the parties may agree upon.

5.3 Survival. The rights and obligations contained in Articles III and IV will survive any termination or expiration of this Agreement.

VI. MISCELLANEOUS

6.1 Assignment. Except as expressly permitted by this Agreement, neither party shall assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

6.2 No Waiver. The failure of any party to insist upon the strict observance and performance of the terms of this Agreement shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms.

6.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the signature page of this Agreement or such other address as either party may specify in writing.

6.4 Governing Law. This Agreement shall be governed in all respects by the laws of the Cayman Islands without regard to conflicts of law principles thereof.

6.5 Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Director Services undertaken by the Director for the Company.

6.7 Amendments. This Agreement may only be amended, modified or changed by an agreement signed by the Company and the Director. The terms contained herein may not be altered, supplemented or interpreted by any course of dealing or practices.

6.8 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Company:

Elite Depot Limited

By: ______________________

Name: Yangtian Xu

Title: Authorized Signatory

Director:

Lim Ming Yan

____

Name: Lim Ming Yan

[Signature Page to Director Agreement]

EXHIBIT A

Compensation to Director

1. In consideration for the Director Services, subject to the conditions provided below and compliance with all applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules) and pursuant to the terms of the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder, the Director will be entitled to:

(i) Cash Compensation: starting from the Effective Date, an annual cash compensation of US$$100,000 to be paid equally in arrears on a quarterly basis within 10 business days after end of the relevant calendar quarter, provided that if the Director does not serve as a director for the entire duration of any calendar quarter, the cash compensation for the relevant calendar quarter shall be paid on a pro rata basis.

(ii) Award Grant: [on the date on which the Company's Class B Ordinary Shares become listed in an IPO (the "Listing Date") and each anniversary date of the Listing Date] that the Director serves as a director of the Company, a grant of such number of restricted share units ("RSUs") representing such number of Class B Ordinary Shares of the Company, with an aggregate value of US$200,000 (the "Awarded RSUs"). The number of Class B Ordinary Shares under the Awarded RSUs) will be calculated based on (A) the IPO price of the Company's Class B Ordinary Shares, if the Director remains a director of the Company on the Listing Date, or (B) if the Director starts serving on each anniversary date of the Listing Date after the Listing Date, the closing price of the Company's Class B Ordinary Shares on the day immediately prior to the date of the grant. The Awarded RSU granted each year shall vest 100% on annual basis.

Notwithstanding the foregoing, if the Company notifies the Director of its decision to cease engagement with the Director before all or any of the Awarded RSUs have vested in accordance with the above schedule, the vesting of the Awarded RSUs shall terminate immediately and any unvested Awarded RSUs shall be forfeited, provided that a percentage of the Awarded RSUs scheduled to vest on the next vesting date after the Listing Date shall vest on the date of such notification. Such percentage shall be equal to the result of (A) 100% divided by (B) the number of quarters elapsed at the time of Company's notice after the grant of such Awarded RSUs.

The parties further agree that: (x) the Director will receive the Class B Ordinary Shares underlying an Awarded RSU only if an Awarded RSU vests; and (y) the number of shares of the Company represented by the Awarded RSUs will be equitably adjusted for any share consolidation, split, recapitalization or similar events that occur after the date of the grant.

(iii) Committee Award Grant: if, on or following the Listing Date, the Director is elected to be the chairman of a Board committee, an additional annual grant of such number of RSUs representing such number of Class B Ordinary Shares of the Company with an aggregate value of US$50,000, on the first day that the Director serves as such role on or after the Listing Date and the anniversary days

thereof (the "Committee Chair Award"). The number of Class B Ordinary Shares under the Committee Chair Award will be calculated based on (A) the IPO price of the Company's Class B Ordinary Shares, if the Director starts serving such role on the Listing Date, or (B) if the Director starts serving as the chairman of the Board after the Listing Date, or that the Director remains serving such role each year, the closing price of the Company's Class B Ordinary Shares on the day immediately prior to the date of the grant. The Committee Chair Award will vest 100% on annual basis.

If, on or following the Listing Date, the Director is elected to serve as the chairman for more than one (1) Board committees, the aforementioned paragraph under this section (iii) shall continue to apply *mutatis mutandi* for each chairman roles that the Director serves.

Notwithstanding the foregoing, if the Company notifies the Director of its decision to cease relevant roles served by Director before all or any of the Committee Chair Award have vested in accordance with the above schedule, the vesting of the Committee Chair Award shall terminate immediately and any unvested Committee Chair Award shall be forfeited, provided that a percentage of the Committee Chair Award scheduled to vest on the next vesting date after the Listing Date shall vest on the date of such notification. Such percentage shall be equal to the result of (A) 100% divided by (B) the number of quarters elapsed at the time of Company's notice after the grant of such Committee Chair Award.

If it is not practicable to make the grant of the RSUs on the relevant date(s) specified above under applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules) and/or pursuant to the terms of the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder and/or due to administrative impracticability, the date of grant of the relevant RSUs mentioned above shall be the first practicable date after the original proposed grant date or any other date as mutually agreed by the Director and the Company.

Notwithstanding the foregoing, the Company is entitled to, in its sole and absolute discretion, determine that all or any part of the Award Grant and/or the Committee Chair Award (as the case may be) to be granted shall be paid in cash instead of by granting the RSUs.

2. The compensation will be reviewed and may be amended as determined in accordance with the constitutional documents of the Company from time to time and subject to compliance with the applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules). The Director acknowledges that the grant of the Awarded RSUs shall in all respects be subject to and in compliance with all applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules) and pursuant to the terms of the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder in effect as at the date of relevant grant, and terms of the RSUs granted hereunder shall be in the form prescribed by the Company and be subject to other restrictions and qualifications, including those set forth in the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder (if any), as amended from time to time without notice. Specifically, and without limiting the foregoing, the Director acknowledges that neither the RSUs nor the Company's Class B Ordinary Shares have been registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and thus they are and will remain subject, among other things, to the restrictions on transfer under U.S. securities laws, if appliable. The

Director represents and warrants to the Company that (1) he/she is not acquiring the RSUs granted hereunder or any underlying Class B Ordinary Shares of the Company with the intent to distribute those shares; (2) he/she is either an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act or a non-"U.S. Person" as defined under Regulation S under the Securities Act, and satisfies similar applicable requirements under the Financial Services and Markets Act 2000, the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, the UK Prospectus Regulation, or other applicable laws; and (3) he/she is aware that the granting of the RSUs is being made in reliance on a private placement exemption from registration under the Securities Act, and similar applicable exemptions under the Financial Services and Markets Act 2000, the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, the UK Prospectus Regulation, or other similar rules under applicable laws. Upon vesting of the RSUs, the Director (or in the event of the Director's death, his/her estate) will receive whole Class B Ordinary Shares of the Company as soon as administratively practicable, subject to other provisions herein and in the applicable share incentive program or plan(s), the sub-policies issued thereunder (if any) and the relevant RSUs award agreement (if any).

3. Notwithstanding anything to the contrary contained herein, and subject to all applicable laws, regulations and rules (including but not limited to the Hong Kong Listing Rules) and pursuant to the terms of the Company's share incentive program(s) or plan(s) and the sub-policies issued thereunder, if the Company reasonably determines that one or more of the following events has occurred, regardless of when such event is discovered, (i) the RSUs granted hereunder that are unvested or vested but not settled shall terminate and be forfeited immediately; (ii) the RSUs granted hereunder and any shares of the Company or other amount or property of the Company that may be issued, delivered or paid in respect of the RSUs granted hereunder, as well as any consideration that may be received in respect of a sale or other disposition of any such shares or property, shall be subject to any recoupment, "clawback" or similar provisions of applicable laws, as well as any recoupment or "clawback" policies of the Company that may be in effect from time to time; and (iii) without limiting the foregoing (ii), the Company may require the Director to deliver or otherwise repay to the Company the RSUs granted hereunder and any shares or other amount of property of the Company that may be issued, delivered or paid, as well as any consideration that may be received in respect of a sale or other disposition of any such shares or property:

(1) stealing, disclosing, using without permission or, in any other ways, infringing the business secrets of the Company or its affiliates during the Director Services and at any time after the termination, or otherwise violating Section 3.2 or Section 3.3 of this Agreement;

(2) violating Section 4.1 or Section 4.2 of this Agreement;

(3) during the Director Services, conducting any activities that constitute a breach of this Agreement or grounds to terminate the grant of RSUs hereunder for cause as provided by the Company's share incentive program or plan, the sub-policies issued thereunder (if any), as may be amended from time to time without notice, or the relevant RSUs award agreement;

(4) the Director is convicted of a crime or other violation of law, including but not limited to, laws governing corruption and/or bribery.

4. In the event of termination of this Agreement in accordance with Section 5.2 hereunder, all RSUs granted hereunder that are unvested shall terminate and be forfeited immediately.