

New Focus Auto Tech Holdings Limited
Letter of Appointment

20 March 2021

Zhang Xiaoya
Flat 101 Unit 1 Block 26, Meiliyuan No. 20 Wukesong Road, Haidian District, Beijing

Dear Mr. Zhang Xiaoya,

We, New Focus Auto Tech Holdings Limited (the “**Company**”), whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111 Cayman Islands, hereby appoint you, Zhang Xiaoya (the “**Director**”), as an independent non-executive director of the Company on and subject to the terms and conditions specified herein.

1. APPOINTMENT AND TERM

The appointment shall be for a term of three years from the date on which you were appointed by the Company as a director and thereafter unless previously terminated in accordance with the terms and conditions specified herein.

2. SCOPE OF THE APPOINTMENT

2.1. For the purpose a the appointment, the Director shall:

2.1.1. devote such of his time and his attention and skill as may reasonably be required to the duties of his office;

2.1.2. be a member of such audit committee, remuneration committee or nomination committee of the Company as the Company shall request;

2.1.3. faithfully and diligently perform such duties and exercise such powers consistent with the office to which he is appointed; and

2.1.4. comply with The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”), any other rules imposed by The Stock Exchange of Hong Kong Limited or any governmental body, and the Company’s rules, regulations, policies and procedures from time to time in force.

2.2. The Director shall at all times keep the board of directors of the Company promptly and fully informed (in writing if so requested) of any of the Director’s business or other activities or interests which may cause the interests of the Director to be in conflict with the interests of the Company or any of its subsidiaries (together the “**Group**”). The Director shall provide to the Company an annual confirmation of the Director’s independence (for the purposes of the Listing Rules) and shall immediately inform the Company if there is any change of circumstances which may affect the Director’s independence.

3. RESTRICTIONS ON OTHER ACTIVITIES

- 3.1. Subject to clause 3.2, the Director shall not undertake any management function, nor have any past or present financial or other interests in any member of the Group.
- 3.2. The Director may hold or be interested in not more than 1% of the shares of any member of the Group provided that such shares are not acquired as a gift or with any financial assistance from any director or substantial shareholder of the Company or their respective associates.
- 3.3. The Director shall not engage in any activity which could prevent the Director from acting as an independent non-executive director of the Company in accordance with the applicable rules of The Stock Exchange of Hong Kong Limited.
- 3.4. The Director shall comply with (a) every applicable rule of law, (b) the Listing Rules and (c) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.

4. REMUNERATION

- 4.1. During the continuance of the appointment, the Director shall be entitled to a remuneration of RMB100,000 per year.
- 4.2. During the continuance of the appointment, the Company shall reimburse the Director for all expenses properly incurred by the Director in the performance of the Director's duties hereunder or otherwise incurred in connection with the business of any member of the Group.

5. TERMINATION

- 5.1. The appointment of the Director shall be subject to termination by the Company at any time by summary notice in writing if the Director commits any breach of any of his material obligations and/or undertakings hereunder or becomes bankrupt or have a receiving order made against him or become prohibited by law from fulfilling his duties hereunder.
- 5.2. Either party shall be entitled to terminate the Director's appointment at any time by giving the other at least three months' notice in writing.
- 5.3. On the termination of the Director's appointment howsoever arising the Director shall at the request of the Company resign from office as an independent non-executive director of the Company and the Director irrevocably authorises the Company in the Director's name or on the Director's behalf to execute all documents and do all things necessary to effect the resignation in the event of the Director's failure to do so.
- 5.4. Termination of the Director's appointment shall be without prejudice to any rights which have accrued prior to such termination or to clause 6.

6. CONFIDENTIAL INFORMATION

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

6.1.1. divulge or communicate to any person, company, business entity or other organisation;

6.1.2. use for the Director's own purposes or for any purposes other than those of any member of the Group; or

6.1.3. through any failure to exercise due care and diligence,

cause any unauthorised disclosure of any trade secrets or Confidential Information (as defined in clause 6.2) relating to any member of the Group, but so that these restrictions shall cease to apply to any information which shall become generally available to the public otherwise than as a result of a breach of this clause 6 by the Director.

6.2. "Confidential Information" shall mean details of any aspect of the business of the Company or any other member of the Group which are not generally available to the public, including without limitation, marketing plans and sales forecasts, financial information, results and forecasts, business plans, business proposals, details of employees and officers, information relating to research activities, inventions, or designs.

6.3. All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever relating to the business of any member of the Group (and any copies of the same) shall be and remain the property of the relevant member of the Group and shall be handed over by the Director to the relevant member of the Group on demand upon the termination of the Director's appointment.

7. NOTICES

Any notice required to be given hereunder shall, in the case of notice to the Company be deemed duly served if left at or sent by registered post to the principal place of business in Hong Kong for the time being of the Company and, in the case of notice to the Director, if handed to him personally or left at or sent by registered post to his last known address in Hong Kong. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post 48 hours after posting.

8. GOVERNING LAW

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

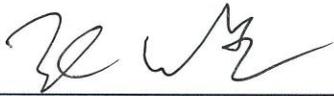
For and on behalf of
NEW FOCUS AUTO TECH HOLDINGS LIMITED



Director

I, Zhang Xiaoya, the Director, HEREBY AGREE TO ACT as an independent non-executive director of the Company on and subject to the terms and conditions as hereinbefore mentioned.

Signed by
ZHANG XIAOYA



Date: March 19, 2021

[Signature page to INED appointment letter]