



維達國際控股有限公司  
Vinda International Holdings Limited

7 April 2022

Mr. Carl Magnus GROTH  
Sköldvägen 28, SE 182 61 Djursholm,  
Sweden

Dear Sir

**LETTER OF APPOINTMENT**  
**APPOINTMENT OF NON-EXECUTIVE DIRECTOR**

We hereby write to confirm the terms and conditions of your appointment as a non-executive director of Vinda International Holdings Limited (the “Company”) subject to the terms and conditions hereinafter provided:

1. Your appointment as a non-executive director shall take effect from 8 April 2022 until 7 April 2025 subject to paragraph 13 below, provided that we can at any time terminate your appointment hereunder by giving you not less than one month’s prior notice in writing or payment in lieu of notice. Your appointment may be extended for such period as your goodself and the Company may agree in writing provided that under the Company’s articles of association, every director shall be subject to retirement at an annual general meeting at least once every three years (he or she may, however, offer himself or herself for re-election).
2. You and the Company mutually agreed that no director’s fee shall be paid to you during the period of your appointment.

In the event that your physical presence is required for a meeting of the Board which shall be held in a country in which you are not ordinarily resident, the Company shall arrange and pay for your round-trip air-tickets and hotel accommodation on the basis that if the expected flying time quoted by the relevant airline exceeds 4 hours, a business class round-trip air-ticket shall be arranged and if the expected flying time quoted by the relevant airline is 4 hours or less, an



economy class round-trip air-ticket shall be arranged. For the purpose of this paragraph, the People's Republic of China and Hong Kong shall be regarded as two countries.

3. Your appointment is subject to the provisions of the Company's articles of association, the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Companies Act of Cayman Islands and other applicable laws, in force from time to time.
4. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a non-executive director of the Company. These will include (but not limited to) attending Board meetings and general meetings of the Company and meetings of any board committees of which you become a member.
5. In the discharge of your duties and functions as a non-executive director of the Company, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director of the Company to the Company and/or any other regulatory body. In addition, you, as a director of the Company, shall observe, and use your best endeavours to procure that the Company observes, the rules and regulations of The Stock Exchange of Hong Kong Limited and the Hong Kong Codes on Takeovers and Mergers and Share Repurchases.
6. You shall not, either during the term of your appointment as a non-executive director of the Company or thereafter:
  - (a) use to the detriment or prejudice of the Company and its subsidiaries (the "**Group**") or divulge or communicate to any person any trade secret or



confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province is to know the same or to professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or/and

(b) use to the detriment or prejudice of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).

7. You shall not at any time during the continuance of your appointment with the Company make any notes or memoranda relating to any matter within the scope of the Company's business, dealings or affairs otherwise than for the benefit of the Company, save for what is stated in 18 below.
8. You shall not make or communicate any statement (whether written or oral) to any representative of the press, television, radio, or other media and shall not write any article for the press or otherwise for publication on any matter connected with or relating to the business of the Company without obtaining the prior written approval of the Chairman of the Board or the CEO of the Company, save for what is stated in 18 below.
9. If at any time during the term of your appointment hereunder you shall:
  - (a) be convicted of such a criminal offence or act in such a manner (whether in the course of your duties or otherwise) which is likely to bring you and the Company into disrepute or prejudice the interest of the Company; or
  - (b) be or become prohibited by law from being a director,

the Company by a board decision may terminate your appointment hereunder



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forthwith without any notice or payment in lieu of notice and upon such termination you shall not be entitled to any payment whatsoever or to claim any compensation or damages in respect of such termination.

10. In the event that you are not re-elected at an annual general meeting, the Company may terminate your appointment hereunder forthwith without any notice or payment in lieu of notice and upon such termination you shall not be entitled to any payment whatsoever or to claim any compensation or damages in respect of such termination.
11. In the event that your appointment is terminated, you shall forthwith resign in writing from all directorships, trusteeships and other offices that you may hold from time to time with the Group without compensation for loss of office. In the event of you failing to comply with your obligations under this paragraph, you hereby irrevocably and unconditionally authorize the Company to appoint some person in your name and on your behalf to sign or execute any documents and/or do all things necessary or requisite to give effect such resignations as referred to in this paragraph.
12. You shall, promptly upon request by the Company or in any event upon the termination of your appointment herein, deliver up to the Company all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
13. Without prejudice to paragraph 1 above, your appointment hereunder shall forthwith terminate on your ceasing to be a director of the Company for any reason.



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14. This letter of appointment relates to your appointment as a non-executive director of the Company only. At no time shall you hold yourself out as being an employee of the Company. For the avoidance of doubt, you are not entitled to employee or other benefits from the Company.
15. You shall be responsible for paying for your own income tax. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.
16. The Company will arrange a Directors' & Officers' Liability Insurance in your favour during the continuance of your directorship with the Company.
17. This letter of appointment cancels and is in substitution for all previous letters of engagement, agreements and arrangements (whether oral or in writing) regarding your appointment as a non-executive director of the Company between the Company and you all of which shall be deemed to have been terminated by mutual consent. This letter of appointment constitutes the entire terms and conditions of your appointment and no waiver or modification thereof shall be valid unless in writing, signed by the parties and only to the extent therein set forth.
18. The Company is aware of and accepts that you are a representative of Essity Aktiebolag (publ) ("Essity") and that you and Essity are obliged (as a majority owner) to make notes and for internal purposes use data and confidential information about the company in the ordinary course of business in Essity, especially in relation to preparing consolidated financial statements and material for normal market activities for a listed company, but always under confidentiality and applicable rules of markets, as stated in 3 above.



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The terms set out in this letter of appointment, your acceptance thereof and the agreement arising therefrom shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

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

Yours faithfully  
For and on behalf of  
Vinda International Holdings Limited

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LI Jelin  
Director

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I, Carl Magnus GROTH (Sweden passport no. AA0214829), accept my appointment as a non-executive director of Vinda International Holdings Limited on the terms and conditions as set out above.

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Carl Magnus GROTH  
Date:



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Vinda International Holdings Limited

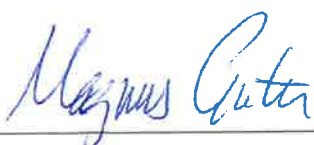
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LI Jelin  
Director

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Carl Magnus GROTH  
Date: 11 April 2022