



**UTS Marketing Solutions Holdings Limited**  
*(incorporated in the Cayman Islands with limited liability)*  
**(Stock Code: 6113)**

**Remuneration Committee - Terms of Reference**

The board of directors (the “**Board**”) of UTS Marketing Solutions Holdings Limited (the “**Company**”, which together with its subsidiaries, the “**Group**”) has established a committee of the Board known as the Remuneration Committee (the “**Remuneration Committee**”) with its constitution and particular duties set out below:-

**1. Membership**

- 1.1 The Remuneration Committee shall be appointed by the Board and shall comprise a minimum of three members (the “**Members**”).
- 1.2 The majority of the Members shall be independent non-executive directors of the Company.
- 1.3 The Board shall appoint the chairman of the Remuneration Committee. The chairman must be an independent non-executive director of the Company.
- 1.4 The term of each appointment to the Remuneration Committee shall be determined by the Board upon appointment.

**2. Secretary**

- 2.1 The company secretary of the Company or his / her delegate (in his / her absence) shall be the secretary of the Remuneration Committee (the “**Secretary**”).
- 2.2 The Remuneration Committee may from time to time appoint any other person with appropriate qualification and experience to act as the Secretary.

**3. Meetings**

- 3.1 Meetings of the Remuneration Committee shall be held at least once every year. The Members may at any time request a meeting if they consider necessary.
- 3.2 Unless otherwise agreed or waived, notice of each meeting confirming the venue, time and date shall be sent to each Member, and to any other person required to attend in relation to all regular meetings of the Remuneration Committee, at least seven (7) days before the date of the meeting; and in relation to continued meetings held within 14 days, no prior notice is required. Notwithstanding the notification period, the attendance of the Member at the meeting would deem to be treated as the waiver of the required notification requirement.
- 3.3 Notice shall be given to each Member orally in person or in writing or by telephone or by facsimile or electronic transmission at the email address from time to time notified to the Secretary by such Member or by such other means as the Members may from time to time determine. Any notice given orally shall be confirmed in writing.

- 3.4 The quorum of the Remuneration Committee meeting shall be two (2) Members, one of whom must be an independent non-executive director of the Company.
- 3.5 The Members may attend meetings either in person, by telephone conference or other communications equivalent through which all persons participating in the meeting can communicate with each other simultaneously and instantaneously and, for the purpose of counting a quorum, such participation shall constitute presence of a meeting as if those participating were present in person.
- 3.6 Resolutions of the Remuneration Committee shall be passed with a simple majority of votes.
- 3.7 In the case of an equality of votes at a meeting of the Remuneration Committee, the chairman of the meeting shall have the casting vote.
- 3.8 Resolutions signed by all Members will be treated valid as if it is passed in the meeting held by the Remuneration Committee.
- 3.9 Minutes of the Remuneration Committee meetings shall be kept by the Secretary and shall be made available for inspection by any Member and/or any director of the Company at any reasonable time on reasonable notice. Draft and final versions of minutes of Remuneration Committee meetings shall be sent to all Remuneration Committee Members for their comments and records within a reasonable time after the meeting. Once they are agreed, the Secretary shall circulate the minutes and reports of the Remuneration Committee to all members of the Board.

#### **4. Attendance of meetings**

- 4.1 Upon invitation by the Remuneration Committee, the chairman of the Board and/or the general manager or the chief executive, external consultant and other Board members may attend all or any of the meetings.
- 4.2 Only the Members shall have the voting powers.

#### **5. Annual general meetings**

The chairman of the Remuneration Committee shall attend the annual general meetings of the Company and be prepared to respond to any questions raised by the shareholders of the Company on the Remuneration Committee's activities. If the chairman of the Remuneration Committee is unable to attend, a Member (who must be an independent non-executive director of the Company) shall attend the annual general meetings of the Company. Such person shall be prepared to respond to any questions raised by the shareholders of the Company on the Remuneration Committee's activities.

#### **6. Authority**

- 6.1 The Remuneration Committee shall consult the chairman and/or the general manager or the chief executive of the Company about their proposals relating to the remuneration of other executive directors.
- 6.2 The Remuneration Committee is authorized by the Board when necessary to seek any remuneration information it requires from senior management of the Company to order to perform its duties.

6.3 The Remuneration Committee is authorized by the Board when necessary to obtain outside legal or other independent professional advice in connection with its duties at the Company's expenses.

6.4 The Remuneration Committee shall have access to sufficient resources in order to perform its duties.

## 7. **Duties and responsibilities**

The duties and responsibilities of the Remuneration Committee shall be:

7.1 to make recommendations to the Board on the Company's policy and structure for all directors and senior management remuneration and on the establishment of a formal and transparent procedure for developing remuneration policies;

7.2 to review and approve the management's remuneration proposals with reference to the Board's corporate goals and objectives;

7.3 either:

(a) to determine, with delegated responsibility, the remuneration packages of individual executive directors and senior management; or

(b) to make recommendations to the Board on the remuneration packages of individual executive directors and senior management.

This should include benefits in kind, pension rights and compensation payments, including any compensation payable for loss or termination of their office or appointment;

7.4 to make recommendations to the Board on the remuneration of non-executive directors;

7.5 to consider salaries paid by comparable companies, time commitment and responsibilities and employment conditions elsewhere in the Group;

7.6 to review and approve compensation payable to executive directors and senior management of the Company for any loss or termination of office or appointment to ensure that it is consistent with contractual terms and is otherwise fair and not excessive;

7.7 to review and approve compensation arrangements relating to dismissal or removal of directors of the Company for misconduct to ensure that they are consistent with contractual terms and are otherwise reasonable and appropriate;

7.8 to consider and approve the grant of share options to eligible participants pursuant to the share option scheme of the Company, if any; and

7.9 to ensure that no director of the Company or any of his/her associates is involved in deciding his/her own remuneration.

## 8. **Reporting responsibilities**

- 8.1 After each meeting, the Remuneration Committee shall report formally to the Board on all matters within its duties and responsibilities within a reasonable time after the meeting.
- 8.2 The Company should disclose details of any remuneration payable to members of senior management by band in its annual reports.

**9. Disclosure**

The Remuneration Committee should make available these Terms of Reference by including them on the Stock Exchange's website and the Company's website.

**10. Interpretation and amendments**

- 10.1 The power of interpretation of these Terms of Reference shall be vested in the Board.
- 10.2 The Board may amend these Terms of Reference from time to time.
- 10.3 If there is any inconsistency between the English and Chinese version of these Terms of Reference, the English version shall prevail.

*(Adopted by the Company pursuant to the Board's resolutions passed on 14 June 2017)*