

**DATE: 19 August 2011**

**GRAND CONCORD INTERNATIONAL HOLDINGS LIMITED**  
**(广豪国际控股有限公司)**

**and**

**HUNG KIN**  
**(洪建)**

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**SERVICE AGREEMENT**

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 **SALANS**

**Pang & Co.**  
**in association with Salans LLP**

Suite 7601A, Level 76,  
International Commerce Centre  
1 Austin Road West,  
Kowloon, Hong Kong  
Tel +852 3923 1111  
Fax +852 3923 1100  
[www.salans.com](http://www.salans.com)

**THIS AGREEMENT** is made the 19<sup>th</sup> day of August 2011

**BETWEEN:**

- (1) **GRAND CONCORD INTERNATIONAL HOLDINGS LIMITED**(**广豪国际控股有限公司**), a company incorporated in the British Virgin Islands whose registered office is situated at Quastisky Building, P.O. Box 4389, Road Town, Tortola, British Virgin Islands and whose principal place of business and head office in Hong Kong is at Units 1108-1109, 11th Floor, Tower II, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong (the “**Company**”); and
- (2) **HUNG KIN (洪建)**, holder of Hong Kong identity card numbered K679685(0), of Flat A, 1st Floor, Armagna Court, Yau Yat Tsuen, Kowloon, Hong Kong (the “**Director**”).

**WHEREAS** the Company has agreed to employ the Director and the Director has agreed to serve the Company as an executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- (A) In this Agreement, including the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

“ <b>Agreement</b> ”	this service agreement, as may from time to time be amended, modified or supplemented pursuant to Clause 18
“ <b>Associate</b> ”	having the meaning ascribed thereto in the Listing Rules
“ <b>Appointment</b> ”	the appointment of the Director as an executive director of the Company as effected by Clause 2
“ <b>Board</b> ”	the board of directors from time to time of the Company
“ <b>Business</b> ”	all the business and affairs carried on by the Group from time to time
“ <b>business day</b> ”	a day (other than Saturday and days on which a tropical cyclone warning No.8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks in Hong Kong are generally open for business during their normal business hours
“ <b>Confidential Information</b> ”	in relation to the Business, all information, know-how, trade secrets and records (in whatever form held), including (without limitation) all formulae, designs,

specifications, drawings, data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known

<b>“Employment Ordinance”</b>	the Employment Ordinance (Chapter 57 of the Laws of Hong Kong)
<b>“Financial Year”</b>	a period of twelve calendar months commencing on 1 January and ending on 31 December of the same year
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
<b>“Group”</b>	the Company and its subsidiaries from time to time
<b>“HK\$”</b>	Hong Kong dollar, the lawful currency of Hong Kong
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China
<b>“Initial Term”</b>	the initial term of three (3) years commencing on the Listing Date
<b>“Invention”</b>	any business concept or idea, invention, discovery, design, copyright, work, development, improvement, process and secret whatsoever or any interest therein (whether the subject of letters patent or not) which shall relate to or concern any of the services, products or methods of conducting business or the production of any matter whatsoever of or by any member of the Group or any of the principals, joint venture partners, contracting parties, customers or clients of the Group in respect of any business or potential business which is reasonably related to any business of the Group
<b>“Listing Date”</b>	the date on which trading of shares of the Company commences on the Stock Exchange
<b>“Memorandum and Articles”</b>	the memorandum and articles of association of the Company from time to time
<b>“MPFS Ordinance”</b>	the Mandatory Provident Fund Scheme Ordinance (Chapter 485 of the Laws of Hong Kong)
<b>“Party”</b>	either party to this Agreement and <b>“Parties”</b> shall be construed accordingly
<b>“RMB”</b>	Reminbi, the lawful currency of the People’s Republic of

China

“ <b>Stock Exchange</b> ”	The Stock Exchange of Hong Kong Limited
“ <b>subsidiary</b> ”	having the meaning ascribed thereto in the Listing Rules
“ <b>year</b> ”	calendar year

- (B) In this Agreement, save where the context otherwise requires:
- (i) the headings used are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of this Agreement;
  - (ii) references to Clauses are references to clauses of this Agreement;
  - (iii) 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;
  - (iv) expressions in the singular shall include the plural and vice versa;
  - (v) expressions in any gender shall include other gender; and
  - (vi) references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organisations, associations, enterprises and branches.

## **2. APPOINTMENT**

- (A) The Company shall appoint the Director and the Director shall accept the appointment as an executive director of the Company subject to and upon the provisions set out in this Agreement. All other employment arrangements between the Company (or any member of the Group) and the Director shall cease on and with effect from the Listing Date in accordance with Clause 14.
- (B) Subject to the provisions for termination set out in Clause 9, the Appointment shall be for the Initial Term and renewable automatically for successive terms of one year each commencing from the day next after the expiry of the then current term of the Appointment, unless (i) terminated by either Party giving to the other not less than three months' prior written notice, with the last day of the notice falling on the last day of the Initial Term or any time thereafter; or (ii) the Director has not been re-elected as a director of the Company or has been removed by shareholders of the Company at any of its general meeting in accordance with the articles of association of the Company. The same terms as set out in this Agreement shall apply, *mutatis mutandis*, to any renewed term of Appointment, save as to salary, the applicable amount of which shall be such as may be prevailing immediately preceding the commencement of such renewed term or any other amount as the Parties may agree.
- (C) For the purposes of section 6(2)(c) of the Employment Ordinance only and subject to

Clause 9(E), the “**agreed period**” during the Initial Term shall be the unexpired period of the Initial Term, provided where the length of such unexpired period is not more than three months, then the “**agreed period**” shall be three months. The “**agreed period**” in respect of all periods of employment after the Initial Term shall be three months.

### 3. DIRECTOR’S DUTIES AND SERVICES

- (A) The Director hereby undertakes with the Company that during the term of the Appointment, she shall use her best endeavours to carry out her duties hereunder and to protect, promote and act in the best interests of the Group.
- (B) The Director shall during the term of the Appointment:
- (i) devote her time and efforts sufficiently and diligently to the interests and affairs of the Group in discharge of her duties in relation to the Company and the Group generally;
  - (ii) in discharge of such duties and in the exercise of such powers, comply with all and any lawful directions and instructions from time to time made or given to her by the Board according to the best of her skills and ability and comply with all resolutions and regulations from time to time duly passed or made by the Board;
  - (iii) in pursuance of her 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 or employee of any member of the Group and carry out such duties attendant on any such appointment as if they were duties to be performed by her on behalf of the Company under this Agreement and, if so required by the Company, enter into such secondment agreement for such purpose with other members of the Group on the same terms as this Agreement *mutatis mutandis* (so far as applicable and save as regards all entitlements to the salary or other benefits whatsoever, which shall not apply); and
  - (iv) faithfully and diligently perform such duties and exercise such powers as are consistent with her office in relation to the Company and the Group.
- (C) 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 her conduct of the Business in so far as such information is or ought to be within the knowledge of the Director and provide such explanations as the Board may require in connection therewith.
- (D) The Director shall carry out her duties and exercise her powers jointly with any other director or executive as shall from time to time be appointed by the Board and the Board may at any time require the Director to cease performing or exercising any of her duties or powers under this Agreement without assigning any reason therefor.
- (E) The Director shall comply with the code of corporate governance adopted by the Company and shall use her best endeavours to procure the Company’s compliance with

the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Repurchases, the Memorandum and Articles and all other applicable laws, rules, regulations which are binding on or applicable to the Group.

- (F) The normal office hours shall be decided by the Board from time to time and notified to Director. The Director may be required to work outside these normal office hours without additional pay.
- (G) The Director shall be required to carry out her duties in Hong Kong, the People's Republic of China (which, for the purpose of this Agreement, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan) or such other parts of the world as the Board may request or as the interests, needs, business and opportunities of the Group will require or be deemed advisable by the Board.
- (H) There shall be no obligation on the Company to provide work for the Director and if during the continuance of her employment hereunder the Company does not provide the Director with any work for a certain period then during such period the Director shall continue to receive her full remuneration and other benefits hereunder.
- (I) The Company may from time to time and at any time designate any title to the Director and assign any other duties to the Director in addition to or in substitution of any title then held by the Director (including, for the avoidance of doubt, that of a director) and the duties (if any) then assigned to her.
- (J) No exercise of the right of the Company under Clauses 3(H) and (I) shall constitute or be taken as evidence of, and shall be deemed not to be an act of constructive dismissal.
- (K) Subject to Clause 10, the Director shall not at any time during the term of the Appointment without the prior written consent of the Board act as a director of any company or be engaged, concerned or interested directly or indirectly in any business, trade, office or occupation which do not, collectively or individually, compete with the Business.

#### **4. REMUNERATION**

- (A) In consideration of the performance of her duties in this Agreement, the Director shall receive during the term of the Appointment a fixed salary at the annual rate of RMB780,000 (inclusive of any sum payable to the Director as director's fees from any company in the Group) with RMB720,000 payable by 12 monthly instalments of RMB60,000 (or a pro rata amount for an incomplete month) for each of the calendar months during the Initial Term, and RMB60,000 payable in the calendar month on which the first day of the first month of the Chinese calendar falls during each year comprising the Initial Term. Such salary being payable on the last day of each calendar month and such salary shall be reviewed annually by the remuneration committee of the Board and any variation to the salary shall be decided by the Board, provided that the Director shall, and shall procure her Associate (if also a member of the Board) to, abstain from voting and shall not be counted in the quorum at any meeting of the Board at which the Board is to determine the amount payable to her pursuant to this Clause 4(A).

- (B) Upon completion of every 12 months of service, a discretionary management bonus of an amount to be recommended by the remuneration committee of the Board and approved by the majority of the Board shall be payable to the Director, provided that:
- (a) the Director shall, and shall procure her Associate (if also a member of the Board) to, abstain from voting and shall not be counted in the quorum at any meeting of the Board at which the Board is to determine the amount payable to her pursuant to this Clause 4(B);
  - (b) the aggregate amount of discretionary management bonuses payable to the Director and the other executive directors of the Company in respect of any Financial Year shall be subject to the approval by the Company's shareholders in general meeting and shall not exceed five (5) per cent. of the audited combined or consolidated net profits of the Group (after taxation and minority interests but before extraordinary and exceptional items) of the same Financial Year; and
  - (c) no discretionary management bonus shall be payable to the Director in the event that the Appointment is terminated pursuant to Clause 9(A)(ii),

and this discretionary management bonus, if any, shall be payable within one month after the availability of the audited consolidated or combined accounts of the Group for the relevant Financial Year.

- (C) Payment of such salary and discretionary management bonus, if any, to the Director referred to in Clauses 4(A) and (B) shall be made either by the Company or by another company in the Group and if by more than one company, in such proportions as the Board may from time to time think fit, and can be made, at the option of the Company, in RMB or its equivalent amount in HK\$ using the exchange rate published by Bank of China (Hong Kong) Limited on the relevant date(s) of payment.

## **5. BENEFITS AND EXPENSES**

- (A) The Board may grant options entitling the Director to subscribe for shares in the Company under any share option scheme from time to time adopted by the Company or any of its subsidiaries in accordance with the terms and conditions thereof.
- (B) The Company shall reimburse the Director all reasonable out-of-pocket expenses (including expenses of entertainment, subsistence and travelling) properly incurred by her in relation to the Business or in discharge of her duties to the Group hereunder, which expenses shall be evidenced and vouched for in such manner as the Board may require.
- (C) The Company shall pay or provide to the Director such additional benefits as the Board shall in its absolute discretion deem appropriate.
- (D) Notwithstanding anything to the contrary contained in the Memorandum and Articles or any of its subsidiaries, the Director shall not be entitled to any remuneration as an officer or employee of the Company or of any member of the Group except as otherwise provided in this Agreement. The Director shall not accept from any business associates or prospective business associates of the Group any gifts or benefits monetary or

otherwise without the consent of the Board or in any manner ask for or solicit any such gifts or benefits from business associates or prospective business associates of the Group.

**6. LEAVE AND SICKNESS ENTITLEMENTS**

- (A) The Director shall (in addition to Sundays and statutory holidays) be entitled, to paid holiday of 10 working days in each calendar year during the term of the Appointment, to be taken at such time or times convenient to the Company.
- (B) Notwithstanding any of the provisions of this Clause 6, and unless the Board otherwise resolves, the amount of the salary payable to the Director pursuant to Clause 4(A) shall be reduced if the duties and services of the Director specified under Clause 3 have not been provided to the Company in respect of any period of sickness of more than 120 days in aggregate in any 12-month period.
- (C) The amount of the reduction of the remuneration under Clause 6(B) shall be calculated as follows:

$$R = A \times B \div C$$

where

R is the amount of the reduction of salary;

A is the total amount of salary that would have been payable during the relevant year but for her sickness for a period in excess of 120 days;

B is the number of days of absence of service in excess of 120 days; and

C is 365 days.

- (D) For the avoidance of doubt, all references in Clauses 6(B) and 6(C) to days or periods of days are to calendar days.
- (E) Nothing in Clause 6(B) shall prejudice the rights of the Company under Clause 9(A)(i).

**7. RETIREMENT FUND SCHEME**

- (A) The Director shall during the term of the Appointment be entitled to participate in and the Group shall arrange for the participation of the Director in the Group's retirement or provident fund scheme (if any, and/or such other scheme as the same may from time to time be supplemental thereto or in replacement thereof). The terms for participation in such scheme (and/or such other scheme as aforesaid) applicable to the Director shall be the same as those applicable to other employees of the Group.
- (B) The Director acknowledges that, as prescribed by section 7A(1)(b) of the MPFS Ordinance, the Company shall deduct from the salary payable to the Director pursuant to Clause 4(A)(i) the amount of any contribution payable by the Director under the



scheme in which the Director participates.

## **8. SHARE DEALINGS**

The Director shall comply, where relevant, with every rule of law, every rule and regulation of the Stock Exchange, the Securities and Futures Commission of Hong Kong or any other regulatory authority or other market on which she or her Associates deals and including but not limited to the required standard of dealings as set out in securities dealing code adopted by the Board and every regulation of the Company and the Memorandum and Articles in force in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group, provided always that in relation to overseas dealings, the Director shall also comply with all laws of the state and all regulations of the stock exchange, market or dealing system in which such dealings take place.

## **9. TERMINATION**

- (A) Without prejudice to the accrued rights (if any) or remedies of either Party under or pursuant to this Agreement, the Company shall be entitled (but not obliged) to terminate the Appointment without any compensation to the Director:
- (i) by not less than one month's notice in writing given at any time while the Director shall have been incapacitated or prevented by reason of ill health, injury or accident from performing her duties hereunder for a period of or periods aggregating 120 days in the preceding 12 months, provided that if at any time during the subsistence of a notice given pursuant to this sub-paragraph, the Director shall provide a medical certificate satisfactory to the Board to the effect that she has fully recovered her physical health, that no recurrence of illness or incapacity can reasonably be anticipated and that she is fit to carry out her duty under this Agreement, the Company shall withdraw such notice; or
  - (ii) by summary notice in writing with immediate effect if the Director at any time:
    - (a) commits any serious or wilful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
    - (b) is guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of her duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
    - (c) becomes of unsound mind, or is or becomes a patient for any purpose of any ordinance or law relating to mental health;
    - (d) becomes bankrupt or has a receiving order made against her or makes

any arrangement or composition with her creditors generally;

- (e) is otherwise prohibited by law from fulfilling her duties hereunder;
- (f) is convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect her position in the Company); or
- (g) be disqualified to act as a director of the Company under any applicable law, the Hong Kong Codes and Takeovers and Mergers and Share Repurchases, the Listing Rules, or any other rules prescribed by the Stock Exchange,

provided that in any meeting of the Board held to consider whether any notice shall be issued pursuant to this Clause 9(A)(ii), any vote by the Director or her Associate (if also a member of the Board) shall not be taken into account and provided further that upon such termination of the Appointment pursuant to this Clause 9(A)(ii), the Director shall not be entitled to any discretionary management bonus under Clause 4(B) or any payment whatsoever (other than any salary actually accrued due and payable) for or in respect of the then current year of service or to claim any compensation or damages for or in respect of or by reason of such termination.

- (B) If the Company becomes entitled to terminate the Appointment pursuant to Clause 9(A)(ii), 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 for so long as it may think fit.
- (C) Upon the termination of the Appointment howsoever arising, the Director shall:
  - (i) at any time and from time to time thereafter at the request of the Company immediately resign from office as a director of the Company and all offices held by her in any company in the Group, and the Director hereby irrevocably appoints the Company to be her lawful attorney and in her name and on her behalf to execute any document under hand or under seal or do any thing necessary to give effect thereto 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;
  - (ii) forthwith deliver to the Company all books, records (whether in electronic format or otherwise), documents, papers, materials, correspondence, accounts, together with copies thereof and other property of or relating to the Group or the Business (whether made or compiled by or delivered to the Director or otherwise) which may then be in her possession or under her power or control; and
  - (iii) not at any time thereafter represent herself to be connected with the Group in any respect.

- (D) Notwithstanding any provision in this Agreement, the provisions of Clauses 10, 11 and 15 shall continue to apply notwithstanding the termination of this Agreement.
- (E) In the event that the Company shall be prohibited under the law from terminating this Agreement by summary notice upon the occurrence of any event specified in Clause 9(A)(ii), the Company may upon the occurrence of any such events terminate this Agreement by giving to the Director seven day's notice in writing and in such event, the "**agreed period**" for the purpose of section 6(2)(c) of the Employment Ordinance shall be seven days.

10. **RESTRAINT ON ACTIVITIES OF THE DIRECTOR**

- (A) The Director shall not and shall procure that her Associates shall not during the Appointment be directly or indirectly engaged in, concerned with or interested in any other business carried on in any country or place where the Group has carried on or is carrying on its business which is in any respect in competition with or similar to the Business, provided that this shall not prohibit the holding (directly or through nominees) of investments listed on any stock exchange as long as not more than five per cent. of the issued shares or stock of any class of any one company shall be so held, save that this restriction shall not apply to any holding of shares or stock of any company within the Group.
- (B) The Director hereby agrees that, during the term of the Appointment and for a period of one year after the termination of the Appointment, she will not and will procure that her Associates will not:
  - (i) engage or be engaged in any country or place where the Group has carried on or is carrying on its business, whether directly or indirectly, in any business which is in competition with or similar to the Business, or take employment with any person engaged, concerned or interested in or operating, whether directly or indirectly, such business in any country or place where the Group has carried on or is carrying on its business, or assist any such person with technical, commercial or professional advice in relation to such business;
  - (ii) either on her own account or for any person, solicit business from any person (including but not limited to any customer or supplier or prospective customer or supplier of the Company or any other company in the Group) 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 such company in the Group in relation to the Business;
  - (iii) directly or indirectly, employ 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 relating to the Business or the customers of the Group which, if that person were the Director, would be covered by the confidential restrictions of Clause 11 of this Agreement; and

- (iv) either on her 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 her contract of employment or services by reason of leaving the service of the relevant company in the Group.
- (C) Each of Clause 10(A) and the paragraphs of Clause 10(B) shall be deemed to constitute a separate agreement and shall be construed independently of each other.

## **11. CONFIDENTIAL INFORMATION**

- (A) The Director shall not at any time during the term of the Appointment or after the termination of the Appointment without limit in point of time:
  - (i) use or cause, permit or suffer to be used any Confidential Information for her own purpose or for any purpose other than that of the Group; or
  - (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials or authorised agents of the Group whose province it is to know the same; or
  - (iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorised disclosure of any Confidential Information, including (without limitation):
    - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
    - (b) 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 otherwise required by law or any applicable legislation to be disclosed.
- (B) 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 she will at the request and cost of the Company or such other company enter into a direct agreement or undertaking with such company whereby she will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interests.
- (C) 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 her to the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon her leaving the service of the Company, and the Director shall not retain any copy thereof.

**12. RESTRICTIONS REASONABLE**

While the restrictions contained in Clauses 10 and 11 are considered by the Parties to be reasonable in all circumstances, it is recognised that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all circumstances for the protection of the interests of the Company but would be valid if part of the wording thereof were deleted or the periods (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

**13. INVENTIONS AND OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY**

- (A) The Parties foresee that the Director may make Inventions or create other industrial or intellectual property in the course of carrying out her duties under this Agreement and agree that in this respect the Director has a special responsibility to further the interests of the Group.
- (B) In consideration of the remuneration and other benefits payable or made available to the Director hereunder, the Director agrees and acknowledges that all rights relating to any discovery, Invention or improvement or design made or process or information discovered or copyright work, patent, know-how, trade mark, service mark, or trade name or get-up whatsoever (including but without limitation to the foregoing any rights to all concepts, process, designs, programmes, sketches, drawings, schemes, models and specifications) created by the Director during the term of the Appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of her employment under this Agreement) in conjunction with or in any way affecting or relating to the business or potential business of any company in the Group or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of such company in the Group as the Company may direct. The Director hereby assigns the same to the Company free of charge by way of present and future assignment to hold the same unto the Company or such company in the Group as the Company may direct absolutely throughout the world.
- (C) The Director, if and whenever required so to do by the Company whether during or after the term of the Appointment, shall at the expense of a company in the Group apply or join with such company in applying for letters patent or other protection or registration for any such discovery, Invention, improvement, design, process, information, copyright, work, patent, know-how, trade mark, service mark, trade name or get-up as aforesaid which belongs to such company and shall at the expense of such company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all right, title and interest to and in the same in such company absolutely and as sole beneficial

owner or in such other person as the Company may specify.

- (D) If at any time during the term of the Appointment the Director shall either by herself or jointly with others make, discover or acquire any Invention or if details of any Invention shall be communicated to the Director by any other employee of any member of the Group, then:
- (i) the Director shall forthwith in writing inform the Board full details thereof including all necessary plans and models;
  - (ii) any Invention made or discovered by the Director or her share therein if made or discovered jointly shall belong to and be the absolute property of the Company or such member of the Group or its nominee as may be directed by the Company;
  - (iii) at the request of the Company or the relevant member of the Group at any time whether during the term of the Appointment or thereafter the Director shall at the expenses of the Company or the relevant member of the Group or its nominee (as the case may be) as part of her duties under this Agreement join with and assist the Company or the relevant member of the Group or its nominee (as the case may be) in obtaining and/or renewing letters patent, copyright, design and/or trade or service mark registration or other like protection in such countries as the Board may direct of any Invention and shall execute such deeds and documents and carry out such acts as may be necessary for the vesting in the Company or the relevant member of the Group or its nominee (as the case may be) the sole beneficial rights in any Invention; and
  - (iv) none of the members of the Group shall be under any liability to account to the Director for any revenue or profit derived or resulting from any Invention.
- (E) The Director hereby irrevocably appoints the Company and each member of the Group severally to be her lawful attorney in her name and on her behalf to execute any instrument and do any act or thing and generally to use her name as may be necessary for the purpose of giving to the Company or such member of the Group as may be directed by the Company the full benefit of this Clause 13 and in favour of any third party a certificate in writing signed by a director or by the secretary of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case. The Director hereby agrees to confirm and ratify all such instruments executed and all such acts or things done by the Company or by any member of the Group pursuant to this Clause 13(E).
- (F) The Director agrees and undertakes to indemnify and keep indemnified in full the Group on demand from and against all actions, demands, claims, proceedings, liabilities, costs and expenses incurred or sustained by any member of the Group arising from, as a result of or in connection with any breach by the Director of any of her obligations under Clauses 10, 11, 13 and 16 or her obligations implied by law in relation to any of the matters mentioned in such Clauses.

#### **14. FORMER SERVICE AGREEMENTS**

- (A) This Agreement embodies all of the terms and provisions of and relating to the employment of the Director by the Company and shall be in substitution for and supersede any previous service agreements, arrangements or undertakings entered into between any company in the Group and the Director in respect of such employment.
- (B) The Director hereby acknowledges that she has no claim of any kind whatsoever against any company in the Group and without prejudice to the generality of the foregoing, she further acknowledges that she has no claim for damages against any company in the Group for the termination of any previous service agreements, arrangements or undertakings for the sole purpose of entering into this Agreement.

## **15. PERSONAL DATA**

- (A) The Director's personal data may be used, held and/or stored (by whatever means) for (i) promotion and marketing of the Group, (ii) making disclosure required by laws, rules and regulations, codes of conduct or practice direction; (iii) facilitating task distribution within the Group; (iv) compiling statistical information and employee profiles; (v) all matters connected with the Director's employment, including payroll, administration, benefit, entitlements and other career related matters; and (vi) any incidental purposes relating to the above, and any other purpose which the Director may from time to time agree.
- (B) Data held by the Company relating to the Director will generally be kept confidential but the Company may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or outside Hong Kong) the Director's personal data to, from or with (i) any regulatory or government bodies; (ii) any member of the Group or any other persons or institutions in connection with the Company's business, insurers, clients and potential investors; and (iii) any other person to which the Company considers such disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.
- (C) The Personal Data (Privacy) Ordinance may provide the Director with rights to ascertain whether the Company holds her personal data, and to correct any data that is inaccurate, subject to section 53 of such Ordinance in relation to employment-related personal data.

## **16. DIRECTOR'S REPRESENTATIONS AND WARRANTIES**

- (A) The Director represents and warrants to the Company that she has the power and authority, and has taken all action necessary, to enter into and perform her obligations under this Agreement, and this Agreement will be, valid and binding on her, and enforceable in accordance with its terms.
- (B) The Director also represents and warrants to the Company that her experience, background and skills are such that she is able to obtain employment on reasonable terms and conditions with other companies without violation of the restrictive covenants contained herein with respect to non-competition and that such covenants do not and will not pose any undue hardship to the Director.

- (C) The Director further represents and warrants that she is not engaged in any outside business activities other than the business activities in her role as an employee of the Company. The foregoing representations and warranties shall survive the execution of this Agreement until the date of termination of this Agreement.
- (D) The Director acknowledges and represents that she has not relied on or been induced to enter into this Agreement by a representation, warranty or undertaking (whether contractual or otherwise) given by any of the other parties other than as set out in this Agreement. Nothing in this Clause 16(D) shall have the effect of limiting or restricting any liability arising as a result of any fraud, wilful misconduct or wilful concealment.

**17. RECONSTRUCTION**

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 her services with the restructured entity or any concern or undertaking on terms and conditions no less favourable 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.

**18. AMENDMENTS**

This Agreement shall not be amended, supplemented or modified in any manner, save by an instrument in writing signed by the Parties.

**19. SEVERABILITY**

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.

**20. WAIVER AND OTHER RIGHTS**

- (A) 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.
- (B) 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.

**21. TIME**

Time shall be of the essence of this Agreement, both as regards the dates and periods



specifically mentioned 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.

**22. ASSIGNMENT**

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

**23. SUCCESSORS AND ASSIGNS**

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.

**24. NOTICE**

(A) Any notice, demand or other communication to be given by either Party to the other Party under this Agreement shall be in writing, and shall be deemed duly served if:

- (i) delivered personally;
- (ii) sent by prepaid registered post; or
- (iii) sent by facsimile transmission,

to the address or facsimile number (as the case may be) of such other Party set out in Clause 24(D) or to such other address or facsimile number notified in writing (in accordance with the provisions of this Agreement and stating in clear terms the intention to change the address or facsimile number, as the case may be) to the Party serving the same before the notice was despatched.

(B) A notice, demand or other communication shall be deemed served:

- (i) if delivered personally, at the time of delivery;
- (ii) if sent by post, at the expiration of two business days after the envelope containing the same has been delivered into the custody of the postal authorities; and
- (iii) if sent by facsimile transmission, upon receipt by the Party giving the same of machine printed confirmation of such transmission.

(C) In proving the service of any notice, demand or other communication, it shall be sufficient to prove that:

- (i) in the case of personal delivery, the same has been delivered or left at the address of the Party to be served on;
- (ii) in the case of a letter, the envelope containing the same has been properly addressed, delivered into the custody of the postal authorities and duly stamped; and

- (iii) in the case of a facsimile transmission, the same has been duly transmitted to the facsimile number of the Party to be served on.

(D) The addresses referred to in Clause 24(A) are as follows:

<b>Name of party</b>	<b>Address</b>	<b>Facsimile No.</b>	<b>Marked for the attention of</b>
The Company	Units 1108-1109, 11th Floor, Tower II, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong	(852) 2838 4483	The Board of Directors
Hung Kin	Flat A, 1st Floor Armagna Court Yau Yat Tsuen Kowloon Hong Kong	(86) 536 604 6176	Hung Kin

## **25. COUNTERPARTS**

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.

## **26. GOVERNING LAW AND JURISDICTION**

- (A) This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- (B) The Parties hereby irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

## **27. GENERAL**

- (A) This Agreement is executed voluntarily and without any duress or undue influence placed upon, or exerted by, any of the parties hereto. The Director acknowledges that Pang & Co. in association with Salans LLP only acts for the Company and confirms that she has been duly advised to seek independent legal advice and to obtain independent legal representation to advise and represent her in the negotiation of this Agreement and that she is fully aware of her rights and obligations under this Agreement.
- (B) The Company's rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.
- (C) Except where this Agreement or the relevant document provides otherwise, each of the parties hereto shall pay its or her own costs relating to the negotiation, preparation, execution and performance by it or her of this Agreement.

IN WITNESS whereof this Agreement has been duly executed the day and year first above written.

**SIGNED by WONG KIN LING**  
for and on behalf of  
**GRAND CONCORD INTERNATIONAL HOLDINGS LIMITED**  
in the presence of:

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)  
)  
)  
)

FUNG Chak Wai  
Solicitor, Hong Kong SAR  
Pang & Co.  
Solicitors, Hong Kong SAR

**SIGNED, SEALED and DELIVERED by**  
**HUNG KIN**  
in the presence of:

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)  
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LEE YIN SING