<u>DATED 28 APRIL 2024</u>

SHENTONG ROBOT EDUCATION GROUP COMPANY LIMITED

and

HE CHENGUANG

****

SERVICE AGREEMENT

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IMPORTANT NOTE REGARDING REDACTION

Sensitive personal information contained in this document has been redacted. The reason for such redaction is to protect the personal privacy of the individual in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

The Company and its directors and the Independent Financial Adviser to the Company consider the remaining information adequate for the purpose of disclosing the nature and significance of the document, and for the Company to fulfill its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

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THIS AGREEMENT is made on the 28th day of April, 2024.

BETWEEN

(1) **SHENTONG ROBOT EDUCATION GROUP COMPANY LIMITED**, a company incorporated in the Cayman Islands and registered as an oversea company in Hong Kong having its principal place of business at Unit 3006, 30/F, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong (the "**Company**"); and

(2) **HE CHENGUANG** of (Hong Kong Identity Card No.: [redacted]) of [redacted] (the "**Director**").

WHEREAS it is agreed that the Company shall employ the Director and the Director shall serve the Company as a director of the Company on the following terms and subject to the following conditions:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

"**Board**"	the Board of Directors for the time being of the Company;
"**GEM**"	the GEM of The Stock Exchange of Hong Kong Limited;
"**Group**"	the Company and its Subsidiaries;
"**Intellectual Property**"	includes letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and the right to apply for them in any part of the world, moral rights, inventions, confidential information, know-how, and rights of like nature arising or subsisting anywhere in the world, in relation to all of the foregoing, whether registered or unregistered;
"**PRC**"	the People's Republic of China;
"**Subsidiary**"	a subsidiary (as defined in Section 2 of the Companies Ordinance (Cap.32) of the Laws of Hong Kong) for the time being of the Company;

1.2 Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.

1.3 The headings in this Agreement are for convenience only and shall not affect its construction or interpretation.

2. TERM OF EMPLOYMENT

2.1 The employment of the Director (subject to termination as provided below) shall commence from 28 April 2024 and shall be continuous until 27 April 2027. This Agreement shall automatically roll over for another three (3) years (subject to termination as provided below) upon expiry.

2.2 The Director represents and warrants to the Company that he is fully capable of and not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into or performing all obligations and duties under this Agreement and undertakes to indemnify the Company in respect of all losses, claims and liabilities suffered by the Company for breach of such representations and warranties.

3. DUTIES

3.1 The Director shall during his employment under this Agreement:

3.1.1 be responsible for the strategic planning and business development of the Group in PRC and shall faithfully and diligently carry out such executive and management functions and duties with regard to the operation of the Company and its Subsidiaries;

3.1.2 perform the duties and exercise the powers which the Board may from time to time properly assign to him in his capacity as director or in connection with the business of the Company or the business of any one or more members of the Group or (including serving on the board of such member of the Group or of any other executive body or any committee of such a member of the Group);

3.1.3 accept appointment as a director of the Company and, if requested by the Company, its Subsidiaries;

3.1.4 do all in his power to promote, develop and extend the business of the Company and of its Subsidiaries and at all times and in all respects conform to and comply with the proper and reasonable directions and regulations of the Board;

3.1.5 devote substantially the whole of his efforts, attention, abilities and time to the business of the Group in PRC and use his best endeavours to develop and extend the business of the Group in PRC; and

3.2 exercise his best endeavours to procure the compliance by the Company and its Subsidiaries with all laws and regulations which are binding on or applicable to the Company and its Subsidiaries including, without limitation, the Rules Governing the Listing of Securities on GEM (the "**GEM Listing Rules**"), the Hong Kong Codes on Takeovers and Mergers and Share Repurchases, and the listing agreement entered into between the Company and The Stock Exchange of Hong Kong Limited (the "**Stock**

Exchange").The Director shall work and be based in Hong Kong for the proper performance and exercise of his duties and powers and he may be required to travel on the business of any member of the Group anywhere in the world.

3.3 If the Company requires the Director to work permanently at a place which necessitates a move from his present address, the Company will reimburse the Director for all removal expenses directly and reasonably incurred as a result of the Company's requirement.

3.4 The Director shall at all times keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company and its Subsidiaries and provide such explanation as the Board may require in connection therewith.

4. OFFICE OF DIRECTOR

During his employment under this Agreement the Director shall not:

4.1 voluntarily resign as a director of the Company;

4.2 voluntarily do or refrain from doing any act whereby his office as a director of the Company is or becomes liable to be vacated; or

4.3 do anything that would cause him to be disqualified from continuing to act as a director and in particular shall acquire and retain any qualification shares prescribed by the articles of association for the time being of the Company.

5. REMUNERATION AND BENEFITS

5.1 The Company and/or any member of the Group shall pay to the Director during the continuance of this Agreement:

5.1.1 the remuneration of the Director which shall be a fixed total salary (accrued from day to day) at the rate of HK$960,000 per year (or such higher rate as the Board may in its discretion from time to time decide to award inclusive of any directors' fees payable to him under the articles of association of the Company and by any other member of the Group) payable in arrears by equal monthly instalments on the last day of every month;

5.1.2 a double pay, which equals to one-twelfth of annual remuneration, as may from time to time be determined by the Board with reference to the Company's performance, the remuneration benchmark in the industry and the prevailing market conditions;

5.1.3 an annual discretionary bonus of such amount as may from time to time be determined by the Board provided that the aggregate amount of bonuses payable to all the directors of the Company in any financial year of the Company shall not exceed ten (10) per cent of the consolidated net profit of the Group (after taxation and minority interests but before any extraordinary items for that financial year) as shown in the audited consolidated accounts of the Group for such financial year. The bonus will be paid to the Director at such time as the Board shall determine and the Board shall be entitled to approve payments on account of the annual bonus from time to time and to approve a bonus payment to the Director in respect of a financial year of the Company notwithstanding that he shall not have been employed by the Company continuously throughout the financial year; and

5.1.4 all reasonable medical expenses as provided under the Group's medical benefits scheme, if any.

5.2 Payment of the remuneration and bonus to the Director pursuant to Clause 5.1 shall be made either by the Company or by another company in the Group and if more than one company, in such proportions as the Board may from time to time think fit. For the avoidance of doubt, the remuneration and bonus payable to the Director pursuant to Clause 5.1 shall exclude the mandatory provident fund contributions made by the Company.

5.3 The Director may, at the discretion of the Board, be eligible to participate any share option scheme from time to time adopted by the Company in accordance with the terms and conditions of such share option scheme.

5.4 The Director shall not accept from any business associates/customers of the Company or of any member of the Group any gifts or benefits, monetary or otherwise, without the prior consent of the Board or in any manner ask for or solicit any such gifts or benefits from business associates/customers of the Company or of any member of the Group.

6. EXPENSES

The Company shall, subject to the production of receipts or other evidence satisfactory to the Board, reimburse the Director all travelling, hotel, entertainment and other out-of-pocket expenses properly and reasonably incurred by him in or about the discharge of his duties hereunder.

7. HOLIDAYS

The Director shall be entitled to twenty (20) working days' holiday (exclusive of statutory holidays in Hong Kong, or other holidays on which banks are closed in Hong Kong and sick leave) in each completed year of service to be taken by the Director at such times as may be convenient to the Group having regard to the requirements of the Group's business.

8. RESTRICTIONS ON OTHER ACTIVITIES

8.1 For so long as the Director is employed under the terms of this Agreement but without prejudice to Clauses 8.2, 9 and 12, the Director shall not and shall procure his associates (as defined in the GEM Listing Rules) not to (except with the prior sanction of a resolution of the Board):

8.1.1 be directly or indirectly engaged in or concerned with or interested in any other business which is in any respect in competition with or in opposition to, directly or indirectly, any business for the time being carried on by any company in the Group, 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 ten (10) per cent. of the issued shares or stock of any class of any one company shall be so held without the prior sanction of a resolution of the Board (save that this restriction shall not apply to any holding of shares of the Company); and

8.1.2 be interested in any project or proposal for the acquisition or development of or investment in any business or asset in which any member of the Group has been, during the continuance of this Agreement, or is considering to acquire, develop or invest unless the Group shall have decided against such acquisition, development or investment or invited the Director or his associates (as defined in the GEM Listing Rules) in writing to participate in, or consented in writing to the Director's or his associates' (as defined in the GEM Listing Rules) acquisition or development of or investment in, such business or assets.

8.2 The Director covenants with and undertakes to the Company that he shall not and that he shall procure that none of his associates (as defined in the GEM Listing Rules) shall during his employment or at any time after the expiry thereof or its sooner determination, use the name of any member of the Group in Hong Kong or any other part of the world, or use in Hong Kong or any other territory in which the Group then operates any name which is the same as or similar to any of the registered or unregistered trade or service marks of the Group or any brand name or proposed brand name of any of the Group's products or service or proposed products or service, or represent himself or themselves as carrying on or continuing or being connected with any member of the Group or its business for any purpose whatsoever.

8.3 The Director shall not and shall procure his associates (as defined in the GEM Listing Rules), either during or after the termination of his employment without limit in point of time, not to:

8.3.1 divulge or communicate any secret, confidential or private information to any person or persons except to those of the officers of the Group whose province it is to know the same; or

8.3.2 use any secret, confidential or private information for his own purposes or for any purposes other than those of the Group; or

8.3.3 through any failure to exercise all due care and diligence, cause any unauthorised disclosure of any secret, confidential or private information:

(a) relating to the business and affairs of the Group not in the public domain;

(b) relating to the working of any process or invention which is carried on or used by any company in the Group or which he may discover or make during his appointment hereunder; or

(c) in respect of which any such company is bound by an obligation of confidence to any third party, but so that these restrictions shall cease to apply to any information or knowledge which may (otherwise than through the default of the Director) become available to the public generally without requiring a significant expenditure of labour, skill or money.

8.4 For the purpose of this Agreement, "**secret, confidential or private information**" shall include all and any information (whether or not recorded in documentary form or on computer disk or tapes) relating to the business of the Group, dealings, affairs, and matters of the Group, including but without limitation to trade secrets, business methods, strategy, corporate plans, management system, new business opportunities, know-how, recipes, formulae and menus, etc..

8.5 All notes, memoranda, records and writings and copies thereof made by the Director relating to the business of the Group shall be and remain the property of the Group and shall be handed over by him 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 the termination of his service to the Company.

9. INVENTIONS

9.1 The parties hereto foresee that the Director may make, discover or create Intellectual Property in the course of his duties under this Agreement and agree that in this respect the Director has a special obligation to further the interests of the Company.

9.2 If at any time in the course of his employment under this Agreement, the Director makes or discovers or participates in the making or discovery of any Intellectual Property relating to or capable of being used in the business for the time being carried on by any member of the Group, full details of the Intellectual Property shall immediately be communicated by him to the Company and shall be the absolute property of the Company. At the request and expense of the Company, the Director shall give and supply all such information, data, drawings and assistance as may be requisite to enable the Company to exploit the Intellectual Property to the best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.

9.3 The Director irrevocably appoints the Company to be his attorney in his name and on his behalf to sign execute or do any such instrument or thing and generally to use his name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this Clause 9 and in favour of any third party a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this Clause shall be conclusive evidence that such is the case.

9.4 Rights and obligations under this Clause 9 shall continue in force after termination of this Agreement in respect of Intellectual Property made or discovered during the Director's employment under this Agreement and shall be binding upon his representatives.