

**DATED 14 September 2024**

**CHAN PING, RITA**  
**(陳萍)**

**AND**

**TAM JAI INTERNATIONAL CO. LIMITED**  
**(譚仔國際有限公司)**

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**EXECUTIVE DIRECTOR**  
**SERVICE AGREEMENT**

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Certain personal information contained in this document has been redacted. The remaining information is considered as adequate by (i) the Company and its directors and (ii) the financial adviser to the Company for the purpose of disclosing the nature and significance of this document, and for the Company to fulfil its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

**THIS AGREEMENT** is made on the 14th day of September 2024.

**BETWEEN:**

- (1) **TAM JAI INTERNATIONAL CO. LIMITED (譚仔國際有限公司)**, whose registered office is situated at 8th Floor of D2 Place ONE, 9 Cheung Yee Street, Kowloon, Hong Kong (the “**Company**”); and
- (2) **MS CHAN PING, RITA (陳萍)** (Hong Kong identity card number: [REDACTED]) of [REDACTED] (the “**Executive Director**”).

**WHEREAS:-**

- (1) The Executive Director has been re-elected as an executive director of the Company by way of ordinary resolutions at the annual general meeting held on 9 August 2023.
- (2) The parties hereto have agreed to enter into this Agreement to detail the Appointment (as defined in Clause 1.1 below) on the terms and conditions hereinafter appearing.

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Except where the context otherwise requires, in this Agreement, the following terms and expressions shall have the respective meanings set out below:

“**Appointment**” means the Executive Director’s appointment in accordance with Clause 2 of this Agreement;

“**Articles of Association**” means the articles of association of the Company, as amended, supplemented or otherwise modified from time to time;

“**Associate**” shall have the meaning ascribed to it under the Listing Rules;

“**Board**” means the board of directors of the Company and any board committees established by the board of directors of the Company;

“**Business**” means the businesses operated by any members of the Group from time to time;

“**Companies Ordinance**” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“**Confidential Information**” means any and all confidential, proprietary information and trade secrets of or relating to the Group (including information created or developed, in whole or in part, by the Executive Director in the course of performing his duties as an executive director of the Company) disclosed to the Executive Director before or after the date of this Agreement in whatever form transmitted, whether it is marked as

“confidential” or not, but the Executive Director knows or as a reasonable person, ought to know that such information is confidential due to its character. The Confidential Information includes, but is not limited to: (i) general business, financial, commercial, technical information and data such as, costs, price lists, client lists, business plans, upcoming promotions, new location possibilities and launch plans, methods and strategies, internal meeting minutes, organizational structure and its change, internal policies and standard procedures, research and development activities, analysis and reports (such as risk assessment), contracts (including draft and signed versions), source codes, computer systems, software used in the actual production or business affairs of the Group; and (ii) trade secrets such as soup bases, sauces, sauce bases, condiments, blends and/or mixing of spices, the ingredients and/or raw materials, their respective proportions, composition, methodologies (including cooking methodologies), secret recipes of any product developed by the Group, product specifications, sources of supply (including suppliers’ information), manufacturing processes, know-how, invention and other forms defined or otherwise interpreted as trade secrets according to applicable law. For purposes of this Agreement, Confidential Information shall exclude any information which the Executive Director can establish (with proof satisfactory to the Company where appropriate) that was (i) publicly known at the time of disclosure by the Group; (ii) lawfully acquired by the Executive Director through a third party in good faith; (iii) already known to the Executive Director prior to the Group’s disclosure; or (iv) obtained by the Executive Director through independent research without the use of, or reliance on the Confidential Information.

“**Group**” means the Company and its Subsidiaries;

“**Hong Kong**” means the Hong Kong Special Administrative Region;

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited

“**PRC**” means the People’s Republic of China, but for the purposes of this Agreement only, excludes the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan;

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as modified or re-enacted from time to time;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**Subsidiary**” shall have the meaning assigned thereto by section 15 of the Companies Ordinance; and

- 1.2 In this Agreement, references to “**Clauses**” are to clauses of this Agreement. The headings to the Clauses are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 In this Agreement, references to one gender shall include the other genders; references to “**persons**” shall include any individual, partnerships, company, bodies corporate and unincorporated associations; and references to the singular shall include the plural and

vice versa.

- 1.4 The definitions and interpretations under section 2 of the Companies Ordinance (where the context requires) shall be applicable to interpreting the language in this Agreement.

## **2. APPOINTMENT**

- 2.1 The Company agrees to appoint the Executive Director and the Executive Director agrees to accept the Appointment to serve as the executive director of the Company in accordance with the provisions of this Agreement.
- 2.2 Subject to Clause 6 and the requirement under the Articles of Association for a director to retire from office by rotation at least once every three (3) years at the annual general meeting of the Company, the Appointment shall be for a specific term of three (3) years commencing from the date first written above of this Agreement (i.e. from 14 September 2024 to 14 September 2027, both dates inclusive).
- 2.3 The Executive Director represents and warrants 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 this Agreement and to perform all obligations and duties hereunder.

## **3. EXECUTIVE DIRECTOR'S DUTIES**

- 3.1 The Executive Director hereby undertakes that during his term of Appointment, he will faithfully, diligently and to the best of his skill and ability perform and carry out such duties and responsibilities as the executive director of the Company and in the best interests of the Company.
- 3.2 Without prejudice to the general principle set out in Clause 3.1:
- (a) the normal working place for the Executive Director is Hong Kong or other parts of the world which the Company may reasonably require;
  - (b) the Executive Director undertakes to the Company that he will comply with the Companies Ordinance, Articles of Association, this Agreement, the shareholders' resolutions of the Company, the board resolutions of the Company, the Listing Rules, the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC, the SFO and all other relevant and applicable laws, rules and regulations;
  - (c) during his term of Appointment, the Executive Director shall be directly responsible to the Board and at the request of the Board, he shall provide the Board with relevant information on the Company's affairs and abide by the reasonable and lawful regulations and resolutions of the Board;
  - (d) during his term of Appointment, the Executive Director shall devote himself to the Company's business, rights and interests and attend to the Company's business in person during normal business hours and at other times as reasonably required by the Company;

- (e) during his term of Appointment, the Executive Director shall comply with all of the Company's applicable policies, rules and regulations regarding the Company's senior management and directors;
- (f) the Executive 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 or the Group and provide such information and explanations as the Board may require in connection therewith;
- (g) the Executive Director must abide by fiduciary duties when exercising the rights granted to him by the Company, and must not place himself in situations where his own interests and obligations may conflict. This principle includes (but is not limited to) fulfilling the following obligations:
  - (i) exercising the right for the purpose specified when the right was granted;
  - (ii) personally exercise the discretionary rights granted to the executive directors of the Company under the Articles of Association and must not be manipulated by others;
  - (iii) save as provided under the Articles of Association, regulations which permits this without violation of the Listing Rules or otherwise approved by the Company's shareholders at a general meeting, not to enter into any contracts or conduct any transactions for him and/or his Associates with any member of the Group in any way;
  - (iv) not to use assets of the Group for personal gain in any way;
  - (v) the Executive Director or their Associates shall not deprive the Group of any of its assets, including but not limited to the Group's business opportunities; and
  - (vi) not to use the Executive Director's position in the Company for personal gain for himself or for its Associates.
- (h) during the term of his Appointment, the Executive Director shall not serve, directly or indirectly as an employee, consultant or agent of any other company (save for any members of the Group), unless with the prior written consent of the Board;
- (i) if the Executive Director concurrently serves as a member or chairman of the Company's nomination committee, he shall regularly review the Board's structure, number of members and composition of the Board and make recommendations on any changes to the Board which are intended to satisfy the Company's strategies; and
- (j) the Executive Director shall promptly notify the Board as soon as he becomes reasonably aware of any conflict of interest that may arise in relation to the performance of his duties as an Executive Director of the Company.

#### **4. REMUNERATION**

The Executive Director shall not be entitled to a director's fee for performing his duties under this Agreement. The Executive Director may be entitled to other remuneration (including fees, salaries, allowances and benefits in kind, share-based payments, performance related bonuses and pension scheme contributions) payable by the Company to the Executive Director in his other capacities held in the Group (if any), subject to such other agreements (if any) with the Group. The Executive Director's fee may be adjusted according to the recommendation of the Company's remuneration committee. Insofar as the Executive Director performs his duties as an executive director of the Company, the Company should subscribe for insurance from a reputable insurance company and maintain directors' liability insurance at all times during the term of his Appointment.

#### **5. EXPENSES**

The Executive Director may:

- (a) upon production of receipts or other evidence satisfactory to the Board, be reimbursed for expenses properly and reasonably incurred by him in connection with performing his duties under this Agreement or in connection to business-related duties;
- (b) participate in the medical and accident insurance plans that the Company enrolls its senior management members in from time to time, subject to its terms and conditions (as amended, modified or supplemented from time to time); and
- (c) register and participate in the retirement plans adopted by the Company for the welfare of its employees, subject to the relevant terms and conditions (as amended, modified or supplemented from time to time).

#### **6. TERMINATION**

- 6.1 Any party to this Agreement may terminate this Agreement by giving no less than three (3) months of written notice to the other party. In accordance with Clause 6.2(b), if the Company terminates this Agreement, the Company may choose to pay the Executive Director payment of salary of up to three (3) months in lieu of written notice.
- 6.2 Without prejudice to any accumulated (if any) rights or claims by any party under this Agreement, the Company shall have the right to terminate this Agreement without prior compensation under the following circumstances:
  - (a) if the Executive Director is, at the Board's sole judgment, incapacitated or prevented from performing his duties under this Agreement for ninety (90) consecutive days or accumulated ninety (90) days in any twelve (12) months, the Company may give the Executive Director not less than one (1) month's written notice to terminate this Agreement. If the Executive Director provides the Company with reasonable written explanations together with supporting documents satisfactory to the Board within the time therein the notice issued in accordance with this sub-clause (a) to demonstrate that he has capacity to continue to perform such duties, the Company may withdraw the notice.



- (b) the Company may terminate the Executive Director's Appointment immediately under the following circumstances:
- (i) the Executive Director commits any gross negligence or intentional or persistent breach of any clause under this Agreement (where such breach is capable of remedy, but the Executive Director fails to remedy such breach within thirty (30) days after being notified in writing by the Board to do so);
  - (ii) the Executive Director commits any dishonesty, grave misconduct or wilful negligence in the discharge of his duties hereunder (in the case of a breach which is capable of remedy, but the Executive Director fails to remedy such breach within thirty (30) days after being notified in writing by the Board to do so);
  - (iii) the Executive Director being a person of an unsound mind;
  - (iv) the Executive Director becoming bankrupt or having made any arrangement or composition with his creditors or has a receiving order made against him;
  - (v) the Executive Director is guilty of conduct that will likely bring himself or any member of the Group into disrepute;
  - (vi) the Executive Director being prohibited by any laws, rules or regulations for performing his duties hereunder;
  - (vii) the Executive Director persistently refusing to carry out any reasonable and lawful order given to him by the Board or persistently fails to diligently attend to his duties hereunder.
  - (viii) the Executive Director improperly divulging to any unauthorised person any Confidential Information or details of the organization, business or clients of the Group;
  - (ix) the Executive Director be convicted of any criminal offence (other than an offence which in the opinion of the Board does not affect his position as a director of the Company or his performance of the duties hereunder);
  - (x) the Company has the right to terminate this Agreement under common law without notice for any other reason; or
  - (xi) upon retirement by rotation pursuant to the Articles of Association, the Executive Director is ineligible for re-election to office or is otherwise not re-elected to office by the Company's shareholders.

6.3 If the Company terminates this Agreement pursuant to Clause 6.2(b), the Company shall be entitled to suspend the Executive Director's duties and the suspension period shall be determined by the Company. The Company shall be entitled to determine whether to suspend the Executive Director in full or in part with or without payment of remuneration during the suspension period.

- 6.4 Regardless of the reason of termination of Appointment, the Executive Director shall:
- (a) immediately return all Confidential Information and all books, records, documents, notes, raw materials, information, credit cards, correspondence information, accounts and other properties in his possession to the Company;
  - (b) not claim to be related to the Company or the Group in the capacity of an executive director after termination;
  - (c) undertake to sign any required documents including the notice of resignation of director and assist the Company in notifying the Companies Registry of Hong Kong; and
  - (d) undertake to assist the Company in informing the Stock Exchange, explaining such reason and provide any information and/or documents as requested by the Stock Exchange.
- 6.5 Termination of the Executive Director's Appointment hereunder shall be without prejudice to any rights which have accrued at the time of termination or to Clauses 7, 8, 9, 13 and 14 (all of which shall survive and remain in full force and effect after the expiry or termination of this Agreement or the Appointment).

## **7. RESTRICTIONS ON OTHER ACTIVITIES BY THE EXECUTIVE DIRECTOR**

- 7.1 During the term of the Executive Director's Appointment by the Company and for a period of twelve (12) months after the termination of his Appointment, the Executive Director:
- (a) shall not, whether directly or indirectly, be engaged in or concerned with or interested in any business within any geographical area from time to time in which the Group conducts or has plans to conduct such business in, which is in any respect in competition with or in opposition to any business being carried out by any member of the Group at any time during his Appointment hereunder or at the time of the termination of his Appointment hereunder, unless otherwise agreed between the Executive Director and the Company;
  - (b) shall not solicit any business from any other person or company who has dealt with or was negotiating with the Company or members of the Group during his Appointment hereunder or at the time of termination of his Appointment for his own benefit or for the benefit of any other person;
  - (c) shall not directly or indirectly employ any directors, managers, employees or consultants of the Group during his Appointment as an executive director of the Company;
  - (d) shall not persuade or encourage any of the directors, managers, employees to leave any member of the Group (regardless of whether such persons will breach their employment contract by leaving the Group) for his own personal benefit or for the benefit of any other person;



- (e) shall not to use or procure the use of any names of the Group or any imitation names of the Group, whether in his own capacity or jointly with any other person;
- (f) shall not make any false or misleading statements about the Group at any time;
- (g) with respect to the Confidential Information, that the Executive Director may come into contact with during the course of providing services or carrying out his duties under the Appointment or from the Board, the Executive Director hereby agrees that, except for relevant rules and regulations or requirements of the Listing Rules, he shall not disclose any aforementioned Confidential Information to any other person; and
- (h) all notes, memoranda, records and written records written in relation to the business, the transactions or transactions conducted by it, or in relation to the transactions or transactions conducted by any customer or customer of the Group, are and will continue to be the basis Group property shall be transferred to the Company upon request from time to time (or other companies in the Group as necessary), and the above items shall not be retained under any circumstances when the Executive Director leaves the Company and terminates his director duties.

7.2 Each undertaking in Clause 7.1 shall be treated separately and interpreted individually.

## **8. CONFIDENTIAL INFORMATION**

8.1 During or after expiry of the term of Appointment, the Executive Director shall not engage in any of the following behaviour

- (a) use, take away, conceal, destroy or retain any Confidential Information for his own advantage or any other advantage;
- (b) disclose any Confidential Information to anyone (except any employee of the Company with the right to know such information or any member of management); or
- (c) disclose any unauthorised Confidential Information due to negligence, lack of due diligence or lack of focus.

8.2 The Executive Director understands and acknowledges that a breach of Clause 8.1 about may cause irreparable damage the Company and the Group, such that an award of damages will not be adequate to rectify and/or compensate the damage. Therefore, the Executive Director hereby agrees that if there is a breach of Clause 8.1, the Company shall be entitled, at its option, to seek injunction, specific performance, or other equitable remedies in any court of competent jurisdiction in addition to any other existing rights and remedies as may be necessary and appropriate to protect its interests and recover relevant costs, expenses, or damages.

8.3 At the request of the Company from time to time and upon termination of this Agreement, the Executive Director shall immediately return to the Company (or any company designated by the Company) all notes, memoranda, records and documents created by the Executive Director during his term of Appointment. All such items including any associated intellectual property rights are and shall remain property of the Company and

the Executive Director shall not retain any copy thereof.

- 8.4 For the avoidance of doubt, the entire Clause 8 hereof shall survive beyond the expiry or termination of this Agreement.

## **9. REASONABLE RESTRICTIONS**

Whilst both parties are of the view that the restrictions contained in Clauses 7 and 8 in this Agreement are reasonable under all circumstances as at the date of executing this Agreement, however, the parties acknowledge and agree that they shall be entitled to discuss in good faith and make all necessary modifications to Clauses 7 and 8 if and when there are reasons unforeseen at the time of executing this Agreement which are beyond the reasonable contemplation of both parties.

## **10. SEVERABILITY**

If any of the provisions in this Agreement are found to be invalid, illegal or unenforceable by any applicable laws, regulations or competent courts, such invalidity, illegality and unenforceability shall not affect the remaining provisions of this Agreement.

## **11. WAIVER**

- 11.1 Time is of the essence to this Agreement. If any party to this Agreement fails to exercise or delays in exercising any power, right or remedy hereunder under this Agreement, it will not constitute as a waiver or prevent further exercise of that or of any other power, right or remedy.
- 11.2 Each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of any other rights or remedies otherwise available to that party.

## **12. FORMER SERVICE AGREEMENT**

- 12.1 This Agreement shall take effect on the first date written above of this Agreement upon signing by both parties. This Agreement will replace and supersede any previous or existing service agreement or arrangements made orally (whether on a legal or formal basis) or in writing between the Company and the Executive Director in relation to the Appointment before signing this Agreement.
- 12.2 The Executive Director hereby confirms that he has not filed any sort of claims against any member of the Group, and without affecting the generality of the aforementioned clauses, he further confirms that he has not terminated any previous service agreement claims against any members of the Group.
- 12.3 Without the written consent from both parties to this Agreement, the terms of this Agreement shall not be modified, altered, revised or supplemented. The rights and obligations of the Executive Director under this Agreement may not be transferred, varied or subcontracted.

### **13. NOTICES**

- 13.1 Any notice given under this Agreement to the Executive Director may be delivered to the Executive Director's address and e-mail address provided in this Agreement by registered mail or e-mail; and any notice given to the Company may be delivered to the Company's registered office in Hong Kong at the time.

To the Company:

Address: 8th Floor of D2 Place ONE, 9 Cheung Yee Street, Lai Chi Kok, Kowloon, Hong Kong

Attention: Company secretary of the Company

To the Executive Director:

Address: [REDACTED]

E-mail: [REDACTED]

- 13.2 Any notice being sent by post, the notice shall be deemed to have been delivered one (1) day after the day of despatch (excluding Sundays and public holidays). Properly filling in the address and sending it by registered mail (postage paid) will constitute as proof that notice has been served.
- 13.3 All notices and communications that needs to be delivered or issued under this Agreement must be issued in writing.

### **14. JURISDICTION AND CHOICE OF LAW**

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and subject to Clause 8.2, the parties hereto irrevocably submit to the exclusive jurisdiction of the Hong Kong courts in the determination of any dispute arising hereunder.

*[The rest of this page is intentionally left blank]*

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**SIGNED** by **LAU TAT MAN** )  
for and on behalf of )  
**Tam Jai International Co. Limited** )  
譚仔國際有限公司 )

**SIGNED by** )  
**CHAN PING, RITA** )