

Dated 13 September 2022

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- (1) **GC CONSTRUCTION HOLDINGS LIMITED**
- (2) **CHAN WING PING**

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**Executive Director Service Agreement**

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**ONC Lawyers**  
19th Floor, Three Exchange Square, 8 Connaught Place Central,  
Hong Kong  
Ref : 201077/POMB/143/AW/KKMC/AM

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**THIS AGREEMENT** is made on the 13th day of September 2022

**BETWEEN:**

- (1) **GC CONSTRUCTION HOLDINGS LIMITED** (Company No. 362337), a company incorporated under the laws of the Cayman Islands as an exempted company with limited liability whose registered address is at PO Box 1350, Clifton House, 75 Fort Street, Grand Cayman KY1-1108, Cayman Islands and whose principal place of business in Hong Kong is situated at Unit 909, 9th Floor, Tower 1, Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong (the "**Company**"); and
- (2) **CHAN WING PING (陳永平)** (holder of Hong Kong Identity Card No. G268293(0)) of Flat C, 7th Floor, Block C, Grandeur Garden, 3 King Fung Path, Tuen Mun, New Territories, Hong Kong (the "**Executive**").

(The Company and the Executive are collectively referred to as the "**Parties**", and each or any one of them is referred to as the "**Party**".)

**WHEREAS:**

The Company has agreed to appoint the Executive and the Executive has agreed to serve the Company as an executive director of the Company and chairman of the Board on the terms and conditions set out below.

**IT IS HEREBY AGREED** between the Parties as follows:

**1. INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

"Agreement"	means this service agreement as may from time to time be amended, modified or supplemented.
"Appointment"	means the appointment of the Executive as an executive director of the Company as effected by Clause 2.
"associate"	means the meaning as defined in the Listing Rules.
"Board"	means the board of directors of the Company from time to time or (as the context may require) the majority of the directors present and voting at any meeting of the board of directors of the Company duly convened and held or a duly authorised committee of the board of directors.
"Business"	means the business and affairs carried on from time to time by the Group.
"Commencement Date"	means the date on which dealing in the shares of the Company on the Main Board of the Stock Exchange

first commences.

<b>"Confidential Information"</b>	in relation to the Business, means 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>	means the Employment Ordinance (Chapter 57 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.
<b>"Group"</b>	means the Company and its subsidiaries from time to time and "member(s) of the Group" shall be construed accordingly.
<b>"Hong Kong"</b>	means the Hong Kong Special Administrative Region of the PRC.
<b>"Initial Term"</b>	means the initial term of three years commencing from the Commencement Date.
<b>"Invention(s)"</b>	means 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 Rules"</b>	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended, supplemented or otherwise modified from time to time.
<b>"Main Board"</b>	means the Main Board of the Stock Exchange.
<b>"Memorandum and Articles"</b>	means the memorandum and articles of association of the Company as amended or supplemented from time to time.
<b>"month"</b>	means calendar month.
<b>"PRC"</b>	means all parts of the People's Republic of China which, for the purpose of this Agreement, excludes Hong Kong, Macau Special Administrative Region and

Taiwan.

"SFC"	means the Securities and Futures Commission of Hong Kong.
"Stock Exchange"	means The Stock Exchange of Hong Kong Limited.
"subsidiary"	shall have the meaning ascribed thereto under the Listing Rules.
"HK\$"	means the lawful currency of Hong Kong.
"working day"	means Monday to Friday, in each case except where such day falls on a statutory holiday.
"year"	means calendar year.

1.2 In this Agreement:

- (a) references to Clauses and Sub-clauses are references respectively to clauses and sub-clauses of this Agreement;
- (b) references to Ordinances are, unless otherwise stated, to Ordinances of Hong Kong;
- (c) reference to any Ordinance, regulation or other statutory provision includes reference to such Ordinance, regulation or statutory provision as may be modified, consolidated or re-enacted from time to time;
- (d) unless the context otherwise requires, words denoting a singular number include the plural and vice versa; words denoting one gender include both genders and the neuter and words denoting a person include a corporation, corporation sole, sole proprietorship, firm, joint venture or syndicate and, in each case vice versa;
- (e) the rule known as *ejusdem generis* shall not apply, so that words and phrases in general terms following or followed by specific examples shall be construed in the widest possible sense and shall not be construed as limited or related to the examples given; and
- (f) headings in this Agreement are for ease of reference only and do not form part of this Agreement.

## 2. **APPOINTMENT**

- 2.1 The Company shall appoint the Executive and the Executive shall accept the appointment as an executive director of the Company and chairman of the Board subject to and upon the terms of this Agreement.
- 2.2 Subject to the Articles, the requirements under the Listing Rules and the provisions for termination set out in Clause 9, the Appointment shall be for the Initial Term and shall be renewed and extended automatically by three years on the expiry of the Initial Term and on the expiry of every successive period of three years thereafter, unless terminated by either Party giving at least three months' written notice of non-renewal before the expiry of the then existing term. The terms as set out in this Agreement shall apply, *mutatis mutandis*, to any renewed term(s) of Appointment, save as to salary, the amount of which shall be equivalent to the prevailing amount immediately

preceding the commencement of such renewed term(s) or any other amount as the Parties may agree in writing.

- 2.3 For the purposes of section 6(2)(c) of the Employment Ordinance only and subject to Clause 9.5, 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 the Appointment after the Initial Term shall be three months.

### **3. EXECUTIVE'S DUTIES AND SERVICES**

- 3.1 The Executive hereby undertakes with the Company that during the term of the Appointment, he shall use his best endeavours to carry out his duties hereunder and to protect, promote and act in the best interests of the Group.
- 3.2 The Executive shall during the term of the Appointment:
- (a) devote his time and efforts sufficiently and diligently to the interests and affairs of the Group in discharge of his duties in relation to the Group generally;
  - (b) 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 him by the Board according to the best of his skills and ability and comply with all resolutions and regulations from time to time duly passed or made by the Board;
  - (c) in pursuance of his 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 an 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 him on behalf of the Company under this Agreement and, if so required by the Company, enter into secondment agreement(s) 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);
  - (d) faithfully and diligently perform such duties and exercise such powers as are consistent with his office in relation to the Group; and
  - (e) perform such duties and services and accept such offices or become a member of such committees as the Board may from time to time reasonably require.
- 3.3 The Executive shall at all times promptly give to the Board (in writing if so requested) all information as the Board may reasonably require in relation to his conduct of the Business in so far as such information is or ought to be within the knowledge of the Executive and provide explanations as the Board may require in connection therewith.
- 3.4 The Executive shall carry out his duties and exercise his 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 Executive to cease performing or exercising any of his duties or powers under this Agreement without assigning any reason therefor.
- 3.5 The Executive shall comply with, ensure that he is fully aware of his obligations under, and use his best endeavours to procure the Company's compliance with the code of

corporate governance adopted by the Company, the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Listing Rules, the Codes on Takeovers and Mergers and Share Buy-backs, any other regulations prescribed by the Stock Exchange and the SFC, the Memorandum and Articles, the regulations of the Board and of the Company (if any) and all other applicable laws, rules, regulations which are binding on or applicable to the Group.

- 3.6 The normal office hours shall be decided by the Board from time to time and notified to the Executive. The Executive may be required to work outside these normal office hours without additional pay.
- 3.7 The Executive shall be required to carry out his duties in Hong Kong 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.
- 3.8 There shall be no obligation on the Company to provide work to the Executive and if during the term of the Appointment the Company does not provide the Executive with any work for a certain period then during such period the Executive shall continue to receive his full remuneration and other benefits hereunder.
- 3.9 The Company may from time to time and at any time designate any title to the Executive and assign any other duties to the Executive, whether such title and/or duties is of and/or for the Company or any member of the Group, in addition to or in substitution of any title then held by the Executive (including, for the avoidance of doubt, that of a director) and the duties (if any) then assigned to him.
- 3.10 No exercise of the right of the Company under Clauses 3.8 and 3.9 shall constitute or be taken as evidence of, and shall be deemed not to be an act of constructive dismissal.
- 3.11 Subject to Clause 10, the Executive 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 directly or indirectly, competes or is likely to compete with the Business.

#### **4. REMUNERATION**

- 4.1 In consideration of the performance of his duties in this Agreement, with effect from the Commencement Date and during the term of the Appointment, the Executive shall receive a fixed salary at the annual rate of HK\$846,000 (inclusive of any sum payable to the Executive as director's fees from any member of the Group) payable by 12 monthly instalments of HK\$70,500 payable on the last day of every calendar month (or a pro rata amount of the Executive's monthly salary for an incomplete month) for each of the calendar months during the Initial Term 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 Executive shall, and shall procure his 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 him pursuant to this Clause 4.1.

- 4.2 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 Executive, provided that:
- (a) the Executive shall, and shall procure his 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 him pursuant to this Clause 4.2;
  - (b) the aggregate amount of discretionary management bonuses payable to the Executive and the other executive directors of the Company in respect of any financial year of the Company shall be subject to the approval by the Company's shareholders in general meetings and in any event shall not exceed forty 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 that financial year of the Company; and
  - (c) no discretionary management bonus shall be payable to the Executive in the event that the Appointment is terminated pursuant to Clause 9.2,
- 4.3 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 of the Company. Payment of such salary and discretionary management bonus, if any, to the Executive referred to in Clauses 4.1 and 4.2 shall be made either by the Company or by another member of the Group and if by more than one member, in such proportions as the Board may from time to time think fit, and can be made, at the option of the Company, in HK\$.

## **5. BENEFITS AND EXPENSES**

- 5.1 The Board may grant options entitling the Executive to subscribe for shares in the Company under any share option scheme from time to time adopted by the Company or any members of the Group in accordance with the terms and conditions thereof.
- 5.2 The Company shall reimburse the Executive all necessary and reasonable out-of-pocket expenses (including expenses of entertainment, subsistence and travelling) properly incurred by him in relation to the Business or in discharge of his duties to the Group hereunder, which expenses shall be evidenced and vouched for in such manner as the Board may require.
- 5.3 The Company shall pay or provide to the Executive such additional benefits as the Board shall in its absolute discretion deem appropriate.
- 5.4 Notwithstanding anything to the contrary contained in the Memorandum and Articles or the memorandum and articles of association of other members of the Group, the Executive 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 Executive shall not accept from any business associates or prospective business associates of the Group any monetary gifts or benefits 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.
- 5.5 The Executive shall be covered by any directors' and officers' liability insurance policy that the Company shall take out for the Board.



## **6. LEAVE AND SICKNESS ENTITLEMENTS**

6.1 The Executive shall (in addition to Sundays and statutory holidays) be entitled, to paid holiday of 14 working days in each calendar year during the term of the Appointment, to be taken at such time or times convenient to the Company provided that:

- (a) if the appointment of the Executive hereunder is to cease on the completion of any year of service, the Executive shall be entitled to take his said leave (to the extent not already taken in that year) immediately prior to the end of such year of service notwithstanding that at that time such year of service has not been completed;
- (b) if the appointment of the Executive hereunder is to cease (for any reason other than termination pursuant to Clause 9) during any year of service, the Executive shall be entitled to an amount of leave proportionate to the part of the year during which he has been appointed by the Company (rounded up to the nearest whole day), such leave to be taken immediately prior to the cessation of his appointment (to the extent not already taken in that year); and
- (c) if for any reason the Executive shall not have taken his full entitlement of leave in any one year, he shall not have any claim against the Company in respect thereof nor, unless the reason is the exigencies of the Business (of which the Board shall be the sole judge), shall he be entitled to additional leave in any year in respect of leave not taken in previous years of serviced.

6.2 Notwithstanding any of the provisions of this Clause 6, and unless the Board otherwise resolves, the amount of the salary payable to the Executive pursuant to Clause 4.1 shall be reduced if the duties and services of the Executive 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.

6.3 The amount of the reduction of the salary under Clause 6.2 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 his 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.

6.4 For the avoidance of doubt, all references in Clauses 6.2 and 6.3 to days or periods of days are to calendar days.

## **7. RETIREMENT FUND SCHEME**

7.1 The Executive shall during the term of the Appointment be entitled to participate in and the Group shall arrange for the participation of the Executive 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 Executive shall be the same as those applicable to other employees of the Group.

- 7.2 The Executive acknowledges that, as prescribed by section 7A(1)(b) of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong), the Company shall deduct from the salary payable to the Executive pursuant to Clause 4.1 the amount of any contribution payable by the Executive under the scheme in which the Executive participates.

## **8. SHARE DEALINGS**

The Executive shall comply with, where relevant, every rule of law, every rule and regulation of the Stock Exchange, the SFC or any other regulatory authority or other markets on which he or his associates deal(s) in and the required standard of dealings as set out in Appendix 10 to the Listing Rules, every 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 members of the Group and in relation to unpublished price-sensitive information affecting the shares, debentures or other securities of any member of the Group, provided always that in relation to overseas dealings, the Executive 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**

- 9.1 Without prejudice to the accrued rights (if any) or remedies of either Party under or pursuant to this Agreement, either Party may, after the expiry of the first year of service of the Executive under this Agreement, terminate the Appointment with or without cause by giving to the other Party not less than three months' notice in writing or by paying to the other Party salary in lieu of such notice, provided that after a notice of termination is given, the Company may review the workload of the Executive and, at sole discretion of the Company, shorten the notice period to one month.
- 9.2 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 Executive by summary notice in writing with immediate effect if the Executive at any time:

- (a) is disqualified to act as a director of the Company under the Memorandum and Articles or as a director of any member of the Group under the memorandum and articles of association, bye-laws or documents of similar nature of such member of the Group, any applicable law, the Codes on Takeovers and Mergers and Share Buy-backs or any rules prescribed by the Stock Exchange;
- (b) is publicly censured or criticised by the Stock Exchange or the SFC and the Board is of the reasonable view that retention of office by him is prejudicial to the interests of the Group or shareholders of the Company as a whole;
- (c) is guilty of any dishonesty, gross misconduct or wilful neglect of duty or commits any material breach of the terms of this Agreement after written warning (other than a breach which is capable of remedy and has been remedied by the Executive to the satisfaction of the Board within 30 days upon his being called upon to do so in writing by the Board);
- (d) becomes bankrupt or makes any arrangement or composition with his creditors or has a receiving order made against him;
- (e) is convicted of any criminal offence (other than an offence which in the reasonable opinion of the Board does not affect his position in the Company);
- (f) persistently refuses to carry out any reasonable and lawful order given to him by the Board in the course of the Appointment or persistently fails diligently to attend to his duties hereunder;
- (g) acts or conducts himself in a manner which, in the reasonable opinion of the Board, brings himself or any member of the Group into disrepute;
- (h) is absent (other than during periods of statutory holiday and annual leave) for an aggregate period of 120 working days for each year during the term of the Appointment;
- (i) becomes a lunatic or of unsound mind; or
- (j) is otherwise prohibited by law from fulfilling his duties hereunder,

provided that in any meeting of the Board held to consider whether any notice shall be issued pursuant to this Clause 9.2, any vote by the Executive or his 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 9.2, the Executive shall not be entitled to any discretionary management bonus under Clause 4.2 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.

9.3 Upon the termination of the Appointment howsoever arising, the Executive shall:

- (a) 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 him in any member of the Group, and the Executive hereby irrevocably appoints the Company to be his lawful attorney in his name and on his behalf to execute any document under hand or under seal or do anything necessary to give effect thereto and any third party shall be entitled to rely on such document 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 Executive may have against the Company and/or its subsidiaries arising out of this Agreement or of the termination of the Appointment;
- (b) 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 Executive or otherwise) which may then be in his possession or under his

- power or control; and
  - (c) not at any time thereafter represent himself to be connected with the Group in any respect.

9.4 Notwithstanding any provision in this Agreement, the provisions of Clauses 10, 11 and 15 shall continue to apply notwithstanding the termination of this Agreement.

9.5 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 9.2, the Company may upon the occurrence of any such events terminate this Agreement by giving to the Executive seven days' 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 EXECUTIVE**

10.1 The Executive shall not and shall procure that his associates shall not during the Appointment be directly or indirectly engaged in, concerned with or be 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 such company shall be so held, save that this restriction shall not apply to any holding of shares or stock of any member of the Group.

10.2 The Executive hereby agrees that, during the term of the Appointment and for a period of one year after the termination of the Appointment, he shall not and shall procure that his associates not to:

- (a) 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 up 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;
- (b) either on his 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 member of the Group) who at any time during the term of the Appointment has dealt with the Company or any other member of the Group or who on the termination of the Appointment is in the process of negotiating with the Company or any such member of the Group in relation to the Business;
- (c) 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 member of 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 Executive, would be covered by the confidential restrictions of Clause 11;
- (d) either on his own account or for any person, solicit or entice or endeavour to solicit or entice away from any member of the Group any director, officer, manager, agent or servant of any member of the Group whether or not such

- person would commit any breach of his contract of employment or services by reason of leaving the service of the relevant member of the Group; and
- (e) be interested in any project or proposal for the acquisition or development of or investment in any business or asset which any member of the Group shall be, during the term of the Appointment, considering to acquire or develop, or in which it shall be considering to invest, unless the said member of the Group shall have decided against such acquisition, development or investment or invited the Executive or his associates in writing to participate in, or consented in writing to the acquisition or development of or investment in such business or asset by the Executive or his associates.

10.3 Each of Clause 10.1 and the paragraphs of Clause 10.2 shall be deemed to constitute a separate agreement and shall be construed independently of each other.

## **11. CONFIDENTIAL INFORMATION**

11.1 The Executive shall not at any time during the term of the Appointment or after the termination of the Appointment without limit in point of time:

- (a) use or cause, permit or suffer to be used any Confidential Information for his own purpose or for any purpose other than that of the Group; or
- (b) 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 is to know the same; or
- (c) 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):
  - (i) information relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
  - (ii) information in respect of which any such member of the Group 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 Executive) has become available to the public generally or otherwise required by law or any applicable legislation to be disclosed.

11.2 Since the Executive may obtain in the course of the Appointment, by reason of services rendered for or offices held in any other member of the Group, knowledge of the Confidential Information of such member, the Executive hereby agrees that he will at the request and cost of the Company or such other member of the Group to enter into a direct agreement or undertaking with such member of the Group whereby he will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such services and such area and for such period as such member of the Group may reasonably require for the protection of its legitimate interests.

11.3 All notes, memoranda, records and writings made by the Executive 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 him to the Company (or to such other member of the Group

as the case may require) from time to time on demand and in any event upon his leaving of the service of the Company, and the Executive shall not retain any copy thereof.

## **12. REASONABLE RESTRICTIONS**

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 Group 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**

- 13.1 The Parties foresee that the Executive may make Inventions or create other industrial or intellectual property in the course of carrying out his duties under this Agreement and agree that in this respect the Executive has a special responsibility to further the interests of the Group.
- 13.2 In consideration of the remuneration and other benefits payable or made available to the Executive hereunder, the Executive agrees and acknowledges that all rights relating to any discovery, Invention, improvement, design, process, information, copyright work, patent, know-how, trade mark, service mark, trade name or get-up whatsoever (including but without limitation to the foregoing rights to all concepts, process, designs, programmes, sketches, drawings, schemes, models and specifications) created by the Executive 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 the Appointment) in conjunction with or in any way affecting or relating to the Business or potential business of any member of 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 member of the Group as the Company may direct. The Executive 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 member of the Group as the Company may direct absolutely throughout the world.
- 13.3 The Executive if and whenever required to do so by the Company whether during or after the term of the Appointment, shall at the expense of the Company or any other member of 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 in such company absolutely or in such any other person as the Company may specify.

13.4 If at any time during the term of the Appointment the Executive shall either by himself or jointly with others make, discover or acquire any Invention or if details of any Invention shall be communicated to the Executive by any other employee of any member of the Group, then:

- (a) the Executive shall forthwith in writing inform the Board full details thereof including all necessary plans and models;
- (b) any Invention made or discovered by the Executive or his 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;
- (c) 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 Executive 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 his 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
- (d) none of the members of the Group shall be under any liability to account to the Executive for any revenue or profit derived or resulting from any Invention.

13.5 The Executive hereby irrevocably appoints the Company and each member of the Group severally to be his lawful attorney in his name and on his behalf to execute any instrument and do any act or thing and generally to use his 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 Executive 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 13.5.

13.6 The Executive 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 Executive of any of his obligations under Clauses 10, 11, 13 and 16 or his obligations implied by law in relation to any of the matters mentioned in such Clauses.

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

14.1 This Agreement embodies all of the terms and provisions of and relating to the Appointment and shall be in substitution for and supersede any previous service agreements, arrangements or undertakings entered into between any member of the Group and the Executive.

14.2 The Executive hereby acknowledges that with effect from the Commencement Date, he has no claim of any kind whatsoever against the Group and without prejudice to the generality of the foregoing, he further acknowledges that he has no claim for

damages against 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**

- 15.1 The Executive'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 Appointment, 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 Executive may from time to time agree.
- 15.2 Data held by the Company relating to the Executive 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, and/or transfer (whether within or outside Hong Kong) the Executive'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.
- 15.3 The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) may provide the Executive with rights to ascertain whether the Company holds his 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. EXECUTIVE'S REPRESENTATIONS AND WARRANTIES**

- 16.1 The Executive represents and warrants to the Company that he has the power and authority, and has taken all action necessary, to enter into and perform his obligations under this Agreement, and this Agreement will be valid and binding on him, and enforceable in accordance with its terms.
- 16.2 The Executive also represents and warrants to the Company that his experience, background and skills are such that he 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 Executive.
- 16.3 The Executive further represents and warrants that he is not engaged in any outside business activities other than the business activities in his role as an employee of the Company.
- 16.4 The foregoing representations and warranties shall survive the execution of this Agreement until the date of termination of this Agreement.
- 16.5 The Executive acknowledges and represents that he 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 other party other than as set out in this Agreement. Nothing in this Clause 16.5 shall have the effect of limiting or



restricting any liability arising as a result of any fraud, wilful misconduct or wilful concealment.

## **17. NOTICE**

17.1 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:

- (a) delivered personally;
- (b) sent by prepaid registered post; or
- (c) sent by facsimile transmission,

to the address or facsimile number (as the case may be) of such other Party set out in Clause 17.4 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.

17.2 A notice, demand or other communication shall be deemed served:

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

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

- (a) in the case of personal delivery, the same has been delivered or left at the address of the Party to be served on;
- (b) 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
- (c) in the case of a facsimile transmission, the same has been duly transmitted to the facsimile number of the Party to be served on.

17.4 The addresses referred to in Clause 17.1 are as follows:

<u>Name of Party</u>	<u>Address</u>	<u>Facsimile No.</u>	<u>Marked for the attention of</u>
The Company	Room 909, 9th Floor, Tower 1, Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Cheung Sha Wan, Kowloon, Hong Kong	(852) 2457 0995	The Board of Directors

Chan Wing Ping      Flat C, 7th Floor, Block C, (852) 2457 0995      Chan Wing Ping  
Grandeur Garden, 3 King  
Fung Path, Tuen Mun, New  
Territories, Hong Kong

**18. MISCELLANEOUS**

- 18.1 **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 Executive is requested to provide his 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 Executive shall not have any claim against its successors-in-title and/or any member of the Group in respect of such termination.
- 18.2 **Amendments**: This Agreement shall not be amended, supplemented or modified in any manner, save by an instrument in writing signed by the Parties.
- 18.3 **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.
- 18.4 **Waiver**: 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.
- 18.5 **Other Rights**: 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.
- 18.6 **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.
- 18.7 **Assignment**: This Agreement shall not be capable of being assigned by either Party to any person.
- 18.8 **Successors**: 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.
- 18.9 **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.
- 18.10 **Voluntary Agreement**: This Agreement is executed voluntarily and without any duress or undue influence placed upon, or exerted by, any of the Parties. The Executive acknowledges that ONC Lawyers only acts for the Company and confirms

that he has been duly advised to seek independent legal advice and to obtain independent legal representation to advise and represent him in the negotiation of this Agreement and that he is fully aware of his rights and obligations under this Agreement.

- 18.11 **Cumulative Rights**: The Company's rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.
- 18.12 **Costs**: Except where this Agreement or the relevant document provides otherwise, each of the Parties shall pay its or his own costs relating to the negotiation, preparation, execution and performance by it or him of this Agreement.

**19. GOVERNING LAW AND JURISDICTION**

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

*[The remainder of this page is intentionally left blank.]*

**Execution Page**

**IN WITNESS** whereof the Parties have duly executed this Agreement the day and year first above written.

**Company**

SIGNED BY **CHAN KIU SUM** )  
its director(s) / authorised signature(s) (duly )  
authorised by resolution of the board of )  
directors) for and on behalf of **GC** )  
**CONSTRUCTION HOLDINGS LIMITED** )  
whose signature(s) is/are verified by / in the )  
presence of: )



Signature of witness: 

Name of witness: **LAM PUI SUM**  
**Solicitor, HKSAR**  
**ONC Lawyers**

**Executive**

SIGNED SEALED and DELIVERED BY )  
**CHAN WING PING** whose signature is verified )  
by / in the presence of: )

陳永平

Signature of witness:



Name of witness:

**LAM PUI SUM**  
Solicitor, HKSAR  
ONC Lawyers