10. TERMINATION

10.1 This Agreement may be terminated forthwith by the Company without prior notice and compensation if the Director shall at any time:

10.1.1 commit any irredeemable, serious or persistent breach whether wilful or not, of any of the provisions of this Agreement; or

10.1.2 be guilty of any dishonesty, grave misconduct or wilful neglect in the discharge of his duties under this Agreement; or

10.1.3 become bankrupt or make any arrangement or composition with his creditors generally or has a receiving order made against him; or

10.1.4 become of unsound mind or be or become a patient for any purpose of any statute relating to mental health; or

10.1.5 be convicted of any criminal offence (other than an offence which in the reasonable opinion of the Board does not affect his position as a director of the Company); or

10.1.6 become permanently incapacitated by accident or ill-health from performing his duties under this Agreement and for the purpose of this paragraph, incapacity for five (5) consecutive months or for an aggregate period of six (6) months in any period of twelve months shall be deemed to be a permanent incapacity; or

10.1.7 become prohibited by law, the GEM Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Repurchases or any rules prescribed by the Stock Exchange from acting as a director or from fulfilling his duties under this Agreement or be removed from office by a special resolution of the shareholders of the Company in general meeting; or

10.1.8 be guilty of conduct (in the reasonable opinion of the Board) likely to bring himself or any member of the Group into disrepute; or

10.1.9 improperly divulge to any unauthorised person any secret, confidential or private information or any other business secret or details of the organisation, business of the Group (provided that this obligation shall not be extended to any such information which is in the public domain at the time of disclosure); or

10.1.10 during the continuance of this Agreement be absent (other than during periods of holiday) for an aggregate of thirty (30) working days; or

10.1.11 be convicted of any offence or be identified as an insider dealer under any statutory enactment or regulations relating to insider dealing in force from time to time; or

10.1.12 be disqualified to act as a director of any member of the Group under any applicable law or rules of any stock exchange including the Stock Exchange.

10.2 If the Company is for any reason not entitled to terminate this Agreement forthwith in accordance with Clause 10.1, it may, at any time after the occurrence of any of the events specified in Clause 10.1, by giving to the Director seven days' notice (or payment of salary in lieu of such notice or the unexpired part of such period, as the case may be), terminate this Agreement. It is also agreed that should any of the events specified in Clause 10.1 occur and the Company elects to terminate this Agreement, the "**agreed period**" for the purposes of section 6(2)(c) of the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) is seven days.

10.3 If the Company becomes entitled to terminate the appointment of the Director under this Agreement pursuant to Clause 10.1, it shall be entitled (but without prejudice to its right subsequently to terminate such employment on the same or any other ground) to suspend the appointment of the Director under this Agreement either in full or in part, with or without payment of remuneration for so long as it may think fit.

10.4 Either party to this Agreement may terminate this Agreement by serving on the other party a written notice to terminate this Agreement to take effect three (3) months from the date of service of such notice.

10.5 If the Director shall cease to be a director of the Company (otherwise than pursuant to the provisions of the articles of association of the Company relating to the retirement of directors by rotation, provided that the Director is re-elected at the Annual General Meeting at which he retires), his employment shall thereby automatically terminate but if such cessation shall be caused by any act or omission of either party without the consent, concurrence or complicity of the other, then such act or omission shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

10.6 On the termination of his employment howsoever arising, the Director shall forthwith deliver to the Company all books, records, client's lists, accounts, statistics documents, papers, materials, credit cards, motor cars and other property of or relating to the business of the Group which may then be in his possession or under his power or control and all copies thereof or extracts therefrom made by or on behalf of the Director.

10.7 If the Director is at any time appointed as a director of any member of the Group, he shall on or after the expiry of his employment under this Agreement or its sooner determination, resign in writing from any office held by him as such director and from all other offices held by him with any member of the Group and execute an acknowledgement under seal to the effect that he has no claims against the Company or any of its subsidiaries (as the case may be) for compensation for loss of office or otherwise.

10.8 The Director shall upon the expiry of his employment under this Agreement or its sooner determination, transfer without payment and in such manner as the Company may require, all such shares in any of the Company's subsidiaries or associated companies as are held by him as nominee for the Company or any members of the Group.

10.9 In the event of the Director failing to take any of the actions required to be taken by him under Clauses 10.7 and 10.8 forthwith upon the request of the Company, the Company is hereby irrevocably appointed as the attorney of the Director to appoint such person in the name of and on behalf of the Director to sign, seal and deliver resignations to the relevant member of the Group and instruments of transfers of the relevant shares and to file such returns or take such other action as may be necessary or desirable under the applicable laws. The Director agrees to confirm and ratify such documents and acts.

10.10 Termination of the Director's employment under this Agreement shall be without prejudice to any rights and obligations which have accrued at the time of termination or to Clauses 8.2, 9 and 12 (all of which shall remain in full force and effect).

11. RECONSTRUCTION OR AMALGAMATION

If the employment of the Director under this Agreement is terminated by reason of the liquidation of the Company for the purpose of reconstruction or amalgamation and the Director is offered employment with any concern or undertaking resulting from the reconstruction or amalgamation on terms and conditions not less favourable than the terms of this Agreement, then the Director shall have no claim against the Company in respect of the termination of his employment under this Agreement.

12. NON-SOLICITATION AND RESTRICTIVE COVENANTS

12.1 The Director agrees that during the term of his employment by the Company and for a period of six (6) months thereafter:

12.1.1 he will not and shall procure his associates (as defined in the GEM Listing Rules) not to engage or be engaged in Hong Kong and other territories in which the Group operates (the "**Territory**") whether directly or indirectly in the business of providing financial information services including, without limitation, the provision of (i) real-time financial news and up-to-date financial market commentaries and recommendations through multimedia; (ii) financial programme and video production services; and (iii) investor education on financial market in Hong Kong or other business carried on or under development by any company in the Group at any time during his employment hereunder or (in the case of engagements undertaken after such termination) at the time of the termination of his employment under this Agreement (the "**Restricted Business**");

12.1.2 he will not and shall procure his associates (as defined in the GEM Listing Rules) not to take up employment with any person, firm, company or organisation engaged in the Territory (whether directly or indirectly) in any business involving or related to any of the Restricted Business (but this restriction shall not operate so as to prohibit an employment which does not involve duties relating to the Restricted Business) nor assist any such person, firm, company or organisation with technical, commercial or professional advice in relation to the Restricted Business;

12.1.3 he will not and shall procure his associates (as defined in the GEM Listing Rules) not to be engaged in or concerned with or interested in as principal shareholder, employee, agent or otherwise (whether directly or indirectly) in any company, firm or business which as regards any goods or service is a supplier to or a customer of the Company or any other member of the Group;

12.1.4 he will not and shall procure his associates (as defined in the GEM Listing Rules) not to either on his/its own account or for any person, firm, company or organisation, solicit, engage, employ or entice or endeavour to solicit engage, employ or entice (whether directly or indirectly) from the Company any director, manager, employee, agent of any former director, former agent or former employee of any member of the Group whether or not such person would commit any breach of his contract of employment by reason of leaving the service of the relevant member of the Group;

12.1.5 he will not and shall procure his associates (as defined in the GEM Listing Rules) not to directly or indirectly employ any person who has during the term of his employment been a director, manager, employee 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 secret, confidential or private information relating to the Group's business or the business of the customers of the Group; and

12.1.6 he will not and shall procure his associates (as defined in the GEM Listing Rules) not to either on his/its own account or for any person, firm, company or organisation, solicit business (whether directly or indirectly) from any person, firm, company or organisation which has dealt with the Company or any other member of the Group or which on the termination of his employment is in the process of negotiating with the Company or any such member of the Group in relation to any of the Restricted Business.

Since the Director may also obtain in the course of his employment by reason of services rendered for or offices held in any other member of the Group knowledge of the secret, confidential or private information of such member, the Director hereby agrees that he shall at the request of the Company enter into a direct agreement or undertaking with such member 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 products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interests.

12.2 While the restrictions contained in Clauses 8.2, 9 and 12 are considered by the parties hereto to be reasonable in all the 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 such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Group but would be valid if part of the wordings thereof were deleted or the periods (if any) thereof were reduced or the range of products or area dealt with thereby were reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

13. **SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement.

14. **WAIVER**

No failure on the part of any party hereto to exercise, and no delay on its part in exercising, any right to remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or exercise of any other right or remedy. The rights or remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

15. **FORMER SERVICE AGREEMENT**

15.1 This Agreement shall, as from 28 April 2021, be in substitution for and supersede any previous or existing service agreement (if any) or arrangements made orally or in writing between any member of the Group and the Director and for any terms of employment previously or currently in force between any such company and the Director, and the Director shall have no claim in connection with any such superseded service agreement.

15.2 The Director hereby acknowledges that he has no outstanding claims of any kind against any member of the Group.

16. **NOTICES**

Notices given under this Agreement shall be deemed effectively given to the Company if they are sent by post to or left at the principal place of business of the Company in Hong Kong and to the Director if they are sent by post to or left at the last known address of the Director. In the case of notice being sent by post, the notice shall be deemed (in the case of local mail) to have been received two (2) business days ("**business day**" means a day other than Saturday on which banks in Hong Kong are generally open for business) after the time of despatch or (in the case of air mail) to have been received seven (7) business days after the time of despatch.

17. **AMENDMENT**

This Agreement may not be amended, supplemented, modified or varied except by a written agreement or instrument signed by both parties hereto.

18. **SHARE DEALINGS**

The Director shall comply where relevant with every rule of law, every regulation of the Stock Exchange or other market on which he deals and every regulation and the bye-laws of the Company in force for the time being in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group provided always that in relation to overseas dealings the Director shall also comply with all laws of the state and all regulations of the stock exchange, market or dealing system in which such dealings take place.

19. INDEMNITY

The Director agrees and undertakes to indemnify and keep effectively indemnified in full the Group on demand from and against all actions, demands, claims, proceedings, liabilities, costs and expenses incurred or sustained by any member of the Group, arising from, as a result of or in connection with any breach by the Director of any of his obligations under this Agreement or any of his obligations implied by law.

20. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the parties irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in the determination of any dispute arising under this Agreement.

IN WITNESS whereof the parties have set their respective hands the day and year first above written.

SIGNED by Bao Yueqing)
a director, for and on behalf of)
SHENTONG ROBOT EDUCATION)
GROUP COMPANY LIMITED)
in the presence of :-)

He Chenguang

SIGNED, SEALED and DELIVERED by)
HE CHENGUANG)
in the presence of :-)