

Private and confidential

Dated 22 September 2018

CHINA MEDICAL & HEALTHCARE GROUP LIMITED

and

GUO MEIBAO

SERVICE AGREEMENT

THIS AGREEMENT is dated 22 September, 2018 and is made BETWEEN:-

- (1) CHINA MEDICAL & HEALTHCARE GROUP LIMITED, a company incorporated in Bermuda whose registered office is at Canon's Court, 22 Victoria Street, Hamilton HM 12, Bermuda and its head office and principal place of business in Hong Kong is at 47/F., China Online Centre, 333 Lockhart Road, Wanchai, Hong Kong (the "Company"); and
- (2) Guo Meibao of 中國廣東省深圳市華僑城香山里二期九棟 25B (the "Appointee").

NOW IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

1.01 Unless the context otherwise requires, the following words and phrases shall have the following meanings in this Agreement:-

"Board" means the board of directors from time to time of the Company or (as the context may require) the directors present and voting at any meeting of directors duly convened and held;

"Confidential Information" means, whether written or non-written, details of suppliers and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to business strategy and policy of the Company or any member of the Group, research activities, inventions, secret processes, designs, formulae and product lines, any information which the Appointee is told is confidential and any information which has been given to the Company or any company in the Group in confidence by customers, suppliers or other persons;

“Group”	shall include the Company or any of its subsidiaries from time to time;
“Hong Kong”	means the Hong Kong Special Administrative Region of PRC;
“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	means the People’s Republic of China;
“Profit”	means the audited annual net profit attributable to shareholders of the Company for the relevant financial year;
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited;
“subsidiary”	shall have the meaning ascribed thereto in section 2 of the Companies Ordinance (Chapter 32, Laws of Hong Kong) (or any statutory re-enactment thereof); and
“HK\$”	the lawful currency of Hong Kong.

1.02 Unless the context otherwise requires, any references in this Agreement to:

- (1) a “person” shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation or trust (in each case whether or not having separate legal personality) and references to any of the same shall include a reference to the others;
- (2) words denoting the singular shall include the plural and vice versa;
- (3) Clauses are references to clauses hereof; and
- (4) sub-clauses are, unless otherwise stated, references to sub-clauses of the Clause in which the reference appears.

1.03 Clause headings are inserted for convenience only and shall not affect the construction of this Agreement.

2. APPOINTMENT AND TERM

2.01 The Company shall employ the Appointee and the Appointee agrees to act as an executive director of the Company on and subject to the terms and conditions specified herein.

- 2.02 The appointment of the Appointee hereunder shall take effect as of 22 September 2018, and shall be subject to the rotation as required under the Bye-laws of the Company, the Listing Rules and/or other applicable rules, for an initial term of 2 years and (if re-elected in accordance with the Bye-laws of the Company, the Listing Rules and/or other applicable rules) shall be renewed automatically for successive 2 year terms continue thereafter, all subject as hereinafter mentioned, and in particular subject to termination at any time (whether during such initial two year term or otherwise) by either party giving to the other not less than 3 months' notice in writing.
- 2.03 The Company reserves the right to require the Appointee to carry out the duties of another position of equivalent status either in addition to or instead of his duties as executive director.
- 2.04 The Appointee represents and warrants that he is 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 or from performing his duties hereunder.

3. SCOPE OF THE EMPLOYMENT

- 3.01 The Appointee shall be employed as executive director of the Company on a full time basis, in which position he shall:
- (a) devote such of his time and his attention and skill as may reasonably be required to the duties of his office and use his best endeavours to promote the business and interests of the Company;
 - (b) faithfully and diligently perform such duties and exercise such powers consistent with his position as may from time to time be assigned to or vested in him;
 - (c) obey the reasonable and lawful directions of the Board;
 - (d) not demand or accept or permit any member of his family to demand or accept from third parties any gifts, benefits or advantages offered or given to the Appointee or a member of his family by reason of his employment with the Company save pursuant to such general or specific permission of the Board properly given from time to time;
 - (e) carry out his duties and exercise his powers jointly and collectively with any other director or executive of any member of the Group as shall from time to time be appointed by the Board to act jointly with the Appointee and the Board may at any time require the Appointee to cease performing or exercising any of his duties or powers under this Agreement; and

- (f) so far as applicable, exercise his best endeavours to procure the Company's compliance with the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Repurchases, the Memorandum of Association and Bye-laws of the Company, and all other applicable law, rules, regulations, guidelines and practice notes which are binding on or applicable to the Group or the Appointee from time to time.

3.02 For the purposes hereof the Appointee shall if and so long as he is so required by the Company:-

- (a) carry out the duties of his office (as the same is described in Clause 2.01) on behalf of any subsidiary for the time being of the Company;
- (b) act as director, officer or employee of any such company; and
- (c) carry out such duties attendant on any such appointment as if they were duties to be performed by him on behalf of the Company hereunder.

3.03 The Appointee may be required to work within the Group in different countries as the Company may direct from time to time and the Appointee shall not without reasonable excuse object to such directions given by the Company.

3.04 The Appointee shall at all times keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company and any company in the Group and provide such explanations as the Board may require in connection therewith.

4. RESTRICTIONS ON OTHER ACTIVITIES BY THE APPOINTEE

4.01 The Appointee shall not (except with the prior sanction of a resolution of the Board) be directly or indirectly employed, engaged, concerned or interested in any other business or undertaking, including but without limiting to any business or undertaking which may put the Appointee in a position in which his own interest conflicts with the interest of the Group Provided that this shall not prohibit the holding (directly or through nominees) of investments listed on any stock exchange as long as not more than 5 per cent. of the issued shares or other securities of any class of any one company shall be so held without the prior sanction of a resolution of the Board. The Appointee shall furnish promptly to the Board such information as may be reasonably requested by the Board from time to time regarding any employment, engagement, concern or interest which he may have in any other business or undertaking, whether the same is in conflict of interests with the Group or not and whether it is in the form of directorship, proprietorship, partnership, profit sharing, management, participation whether part-time or temporary for a remuneration or otherwise. Any dispute arising in connection with this Clause 4.01 (as to whether the Appointee is directly or indirectly employed, engaged, concerned or interested in any other business or undertaking) shall be determined by the Board, the decision of which shall be final and binding.

4.02 The Appointee shall comply with (a) every rule of law and (b) the Listing Rules and (c) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.

5. REMUNERATION AND FRINGE BENEFITS

5.01 The Appointee shall receive during the continuance of his appointment hereunder a salary of RMB100,000 payable on a monthly basis (or such higher rate as may from time to time be agreed) such salary to accrue from day to day and be payable in arrears on the last day of each calendar month provided that if the appointment is terminated prior to the end of a calendar month the Appointee shall only be entitled to a pro rata portion of such month's salary, in respect of the period served up to the date of termination. The Company shall review such salary not less frequently than every twelve months (for the avoidance of doubt, without any obligation to increase the same).

5.02 The Appointee shall also receive a double pay at the Lunar Year end. If the Appointee leaves the Company before the last day of the payment period (31 December), a pro rata sum of the double pay will be given to the Appointee.

5.03 The Appointee shall also be entitled to a discretionary bonus which the Board may determine in its absolute discretion having regard to the performance of the Employee, the operating results of the Group.

5.04 In addition there shall be refunded to the Appointee such sums as shall cover all reasonable out-of-pocket expenses incurred by him in the proper performance of his duties (including expenses of entertainment, subsistence and travelling) which said expenses shall be evidenced in such manner as the Company may require.

5.05 The Appointee shall be entitled to, and the Company shall provide to the Appointee, other fringe benefits normally associated with the position of an executive director as determined by the Board from time to time.

6. WORKING HOURS, HOLIDAYS AND PAYMENT DURING ABSENCE ON MEDICAL GROUNDS

6.01 The Appointee shall conform to such hours of work as may from time to time reasonably be required of him (and for the avoidance of doubt shall not be entitled to receive any additional remuneration for work outside normal office hours).

6.02 The Appointee shall (in addition to normal public holidays in Hong Kong) be entitled to such number of working days' paid holiday in each calendar year as determined by the Board during the continuance of his appointment hereunder to be taken at such time or times as the Board may approve and such paid holiday may not be carried forward to next calendar year except with the approval of the Board.

6.03 In the respective calendar years in which his appointment hereunder commences or terminates (except for termination pursuant to clause 7.01 (a) to (e) hereof), the Appointee's entitlement to holiday shall accrue on a pro rata basis for each month of service during the relevant year.

6.04 If the Appointee is absent on medical grounds and such absence shall be or appear to be occasioned by actionable negligence of a third party in respect of which damages are or may be recoverable then all sums paid by the Company shall constitute loans to the Appointee who shall:

- (a) forthwith notify the Company of the relevant circumstances and of any claim, compromise, settlement or judgement made or awarded in connection therewith and shall give to the Company all such particulars of such matters as the Company may reasonably require; and
- (b) shall, if the Company shall so require, refund to the Company such sum as the Company may determine, not exceeding the lesser of: (i) the amount of damages recovered by him under such compromise, settlement or judgement and (ii) the sums advanced to him in respect of the period of the incapacity.

7. TERMINATION

7.01 Without prejudice to the provisions of Clause 2.02, the appointment of the Appointee hereunder shall be subject to termination by the Company by notice in writing to the Appointee without further notice or any payment in lieu of notice if the Appointee shall:

- (a) become unable to pay his debts as they fall due or make any arrangement or composition with his creditors; or
- (b) be convicted of any criminal offence (other than an offence under road traffic legislation for which a penalty other than imprisonment is imposed); or
- (c) commit any act of dishonesty whether relating to the Company, other employees or otherwise; or
- (d) shall be guilty of any serious misconduct, any conduct tending to bring the Company or himself into disrepute, or any material breach or non-observance of any of the provisions of this Agreement or shall neglect, fail or refuse to carry out duties properly assigned to him under this Agreement; or
- (e) become of unsound mind so as to be unable to carry out the inherent requirements of this Agreement.

- 7.02 If the Company becomes entitled to terminate the appointment of the Appointee hereunder pursuant to Clause 7.01(b) it shall be entitled (but without prejudice to its right subsequently to terminate such appointment on the same or any other ground) to suspend the Appointee either on full or part pay or without payment of salary to the extent permitted by law.
- 7.03 The Company reserves the right to give the Appointee payment in lieu of any notice of termination (whether given by the Company or by the Appointee).
- 7.04 On the termination of his appointment hereunder howsoever arising or upon either the Company or the Appointee having served notice of such termination, the Appointee shall at the request of the Company resign from office as a director of the Company and all offices held by him in any company in the Group, and execute transfers and sold notes in favour of the person nominated by the Board in respect of such shares in the members of the Group as are registered in the name of the Appointee as nominee holder on behalf of the Company or any member of the Group. The Appointee hereby irrevocably appoints the Company or such other person nominated by the Board from time to time as his lawful attorney, in the event of his failure to do so, to execute all documents under hand or under seal and/or to do all such things necessary to give effect to Clause 7.04 in his name and on his behalf.
- 7.05 Termination of the Appointee's appointment hereunder shall be without prejudice to any rights which have accrued at the time of termination or to Clauses 8 and 9 (all of which shall remain in full force and effect).
- 7.06 Any delay or forbearance by the Company in exercising any rights to terminate this Agreement shall not constitute a waiver of such right.
- 7.07 During the notice period:-
- (a) the Company shall not be obliged to provide any work for the Appointee or to assign to or vest in the Appointee any powers, duties or functions and require the Appointee to not to enter any premises of the Group and to abstain from contacting any customers, clients, employees or suppliers of the Group; and
 - (b) the Appointee shall continue to observe the terms of this Agreement (including but not limited to Clause 4).

8. NON-SOLICITATION AND RESTRICTIVE COVENANTS

- 8.01 The Appointee undertakes with the Company that during the currency of his appointment hereunder by the Company and for a period of three years thereafter he will not without the prior written consent of the Company (such consent not to be unreasonably withheld) whether by himself, through his employees or agents or otherwise howsoever and whether on his own behalf or for any other person, firm, company or other organisation, directly or indirectly:-

- (a) be employed or engaged or otherwise interested in such place in any business which competes or may compete with the Company or any other company in the Group;
- (b) solicit or entice or endeavour to solicit or entice away from the Company or any other company in the Group any person who now is or at any time during two years up to and including the date of termination a director, manager or employee of the Company or such other company whether or not such person would commit any breach of his contract of employment by reason of leaving the service of the relative company in the Group; or
- (c) solicit or entice or endeavour to solicit or entice away from the Company or any other company in the Group any person or body corporate who now is or at any time during two years up to and including the date of termination a customer or supplier or prospective customer or supplier of the Company or any company in the group or contact any such customer with whom the Appointee has personal contact or dealings during the appointment hereunder.

8.02 Without limiting the generality of Clause 11 hereof, while the restrictions contained in this Clause (on which the Appointee has had the opportunity to take independent advice, as the Appointee hereby acknowledges) are considered by the parties to be reasonable in all the circumstances it is agreed that if any such restrictions, by themselves or taken together, shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or any other company in the Group but would be adjudged reasonable if part or parts of the wording thereof were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and effective.

8.03 Clause 8.01 shall apply howsoever the appointment hereunder is determined and whether or not such termination is connected with or results from a breach of this Agreement on the part of the Appointee or the Company.

8.04 Since the Appointee may also obtain in the course of his appointment hereunder by reason of services rendered for or offices held in any other company knowledge of the trade secrets or other confidential information of such company the Appointee hereby agrees that he will at the request and cost of the Company enter into a direct agreement or undertaking with such company 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 interest.

9. CONFIDENTIAL INFORMATION AND COMPANY DOCUMENTS

9.01 The Appointee shall neither during his appointment hereunder (except in the proper performance of his duties and with authorisation of the Company) nor at any time (without limit) after the termination of his appointment hereunder (howsoever the same is determined and whether in breach of contract or otherwise):

- (a) divulge or communicate to any person, company, business entity or other organisation;
- (b) use or attempt to use for his own purposes or for any purposes other than those of the Company or any company in the Group; or
- (c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of

any trade secrets of Confidential Information relating to the Company or any company in the Group, but so that these restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through the default of the Appointee. The Appointee shall use his best endeavours to prevent the unauthorized publication or disclosure of any trade secrets of Confidential Information.

9.02 The Appointee shall keep the Company fully indemnified of all the losses and damages of the Company and/or any company in the Group arising from his breach of any provisions of this Clause.

9.03 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by the Appointee or otherwise) relating to the business of the Company or any company in the Group (and any copies of the same):

- (a) shall be and remain the property of the Company or the relevant company in the Group; and
- (b) shall be handed over by the Appointee to the Company or to the relevant company in the Group on demand and in any event on the termination of the Appointee's appointment hereunder.

9.04 The Appointee agrees and acknowledges that all inventions, technical discoveries or knowhow (together the “**Technical Knowhow**”) accomplished, acquired or possessed by the Appointee together during the course of his employment shall be the property of the Company and he shall give full disclosure of the relevant information to the Company and may not use the Technical Knowhow for purposes other than in the best interests of the Company.

10. VOLUNTARY AGREEMENT

10.01 The Appointee acknowledges and declares that by signing this Agreement he has either obtained independent legal advice or declined the opportunity to do so.

10.02 The Appointee and the Company acknowledge and declare that in executing this Agreement both parties are relying wholly on their own judgement and knowledge and have not been influenced to any extent whatsoever by any representations or statements made by or on behalf of the other party regarding any matters dealt with herein or incidental thereto.

10.03 The Appointee and the Company further acknowledge and declare that both parties have carefully considered and understood the terms and conditions contained in this Agreement, including but without limiting the generality of the foregoing, the Appointee's rights upon termination and the restrictions on the Appointee after termination; and that the said terms and conditions and restriction upon termination are mutually fair and equitable, and that both parties execute this Agreement voluntarily and out of their own free will.

11. SEVERABILITY

11.01 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and these remaining provisions shall continue in full force and effect.

12. ENTIRE AGREEMENT

12.01 This Agreement shall supersede all prior written and/or verbal agreements of the parties hereto with respect to the employment terms and conditions set forth herein except as otherwise expressly provided herein.

13. NOTICES/INTERPRETATION


13.01 Any notice required to be given hereunder shall, in the case of notice to the Company be deemed duly served if left at or sent by registered post to the head office and principal place of business in Hong Kong for the time being of the Company and, in the case of notice to the Appointee, if handed to him personally or left at or sent by registered post to his last known address. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post 48 hours after posting.

14. LAW/JURISDICTION

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

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

SIGNED by)
for and on behalf of)
the Company)
in the presence of:-)

For and on behalf of
China Medical & Health Care Group Limited

.....
Authorized Signature(s)



SIGNED SEALED and DELIVERED)
by the Appointee in the)
presence of:-)

