

Date 日期: 14 March 2025 二零二五年三月十四日

**Elife Holdings Limited**  
易生活控股有限公司

and  
及

**Guo Wei**  
郭偉

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**DIRECTOR SERVICE AGREEMENT**  
董事服务协议

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**WARNING:**

Certain personal information contained in this document has been redacted. The remaining information is considered as adequate by the Company and its directors 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 dated **14 March 2025** and is made

本协议由以下双方于二零二五年三月十四日签订。

**BETWEEN** 协议双方：

- (1) **ELIFE HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability, whose registered office is situate at Cricket Square Hutchins Drive P. O. Box 2681 Grand Cayman KY1-1111 Cayman Islands (the “**Company**”);  
易生活控股有限公司，一家在开曼群岛注册成立的有限公司，其注册办事处位于 Cricket Square Hutchins Drive P. O. Box 2681 Grand Cayman KY1-1111 Cayman Islands (“**本公司**”) 及
- (2) **Guo Wei** (Chinese Identity Card No. [REDACTED]) of [REDACTED]  
[REDACTED] (the “**Appointee**”)  
郭偉（中国身份证号 [REDACTED]，地址：[REDACTED]  
[REDACTED] (“**被任命人**”)。

(The Company and the Appointee, each a “**Party**” and collectively, the “**Parties**”)

(本公司及被任命人，各自为“一方”及集体，为“各方”)。

**WHEREAS** 鉴于：

On the Commencement Date (as defined below), the Company shall appoint the Appointee and the Appointee agrees to act as executive director of the Company on and subject to the terms and conditions specified in this Agreement.

在生效日（定义见下文），本公司将任命被任命人，而被任命人同意在本协议规定的条款和条件下，担任本公司的执行董事。

**BY WHICH IT IS AGREED** as follows 双方协议如下：

**1. Appointment and Term 任命及任期**

- 1.1. The Company shall appoint the Appointee and the Appointee agrees to act as executive director of the Company on and subject to the terms and conditions specified in this Agreement.

本公司任命被任命人、并且被任命人同意根据本协议规定的条款和条件担任本公司的执行董事。

- 1.2. Subject to Clause 8, this appointment shall commence on 12 March 2025 (the “**Commencement Date**”) and shall be effective for a term of 3 years, unless or until terminated earlier in accordance with Clause 8.

除第 8 条另有规定外，本任命自 2025 年 3 月 12 日 (“**生效日**”) 起生效，任期为 3 年，除非或直至根据第 8 条提前终止。

- 1.3. The Company reserves the right to require the Appointee to carry out the duties of another position of equivalent status in any Group Company (as defined below) either in addition to or instead of his duties as executive director.

除作为执行董事的职责外，本公司保留要求被任命人在任何集团公司(如下定义)履行其他同等职位之职责的权利。

- 1.4. 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 under this Agreement.

被任命人声明并保证，其不受以任何方式限制或禁止其签订本协议或履行本协议规定职责的任何法院命令、协议、安排或承诺的约束或制约。

## **2. Duties and Scope of Appointment 任命范围**

2.1. The Appointee shall at all times 被任命人应随时:

- (a) serve the Company in the capacity of executive director, with particular responsibility for the overall day-to-day management, strategic planning and business development of the Group;  
以执行董事身份为本公司服务，具体负责集团的整体日常管理、策略规划及业务发展;
- (b) devote such of his time and his attention as may reasonably be required and the best of his skills and ability to the duties of his office;  
根据合理需求投入其时间和注意力，以其最高水平的技巧和最大能力履行其职责;
- (c) use his best endeavours to protect, promote, develop and extend the interests of the Company;  
尽其所能保护、促进、开发和拓展本公司的利益;
- (d) 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;  
忠实而勤勉地履行其职责(包括不时赋予他的职责)，并行使与其职务相符的权力;
- (e) obey the reasonable and lawful directions of the board of directors of the Company (the "**Board**", which expression shall include any duly constituted committee thereof);  
遵守本公司董事会（“**董事会**”，包括任何正式组建的委员会）发出的合理合法的指示;
- (f) comply with all the Company's rules, regulations, policies and procedures from time to time in force;  
遵守本公司不时生效的所有规章、规定、政策和程序;
- (g) ensure that he is fully aware of and comply with his legal obligations, and all his obligations under the articles of association of the Company (the "**Articles of Association**"), the Rules Governing the Listing of Securities on the Stock Exchange (the "**Listing Rules**"), the Securities and Futures Ordinance (Cap. 571) (the "**SFO**") and the Corporate Governance Code as set out in Appendix C1 to the

Listing Rules and corporate governance report and other relevant regulations and requirements, as a director of the Company;

确保其充分了解及遵守其作为本公司董事的法律责任及其根据本公司组织章程细则（"组织章程细则"）、联交所证券上市规则（"上市规则"）、证券及期货条例（第 571 章）（"证券条例"）、上市规则附录 C1 的企业管治守则和公司治理报告，以及其他相关法规和要求所承担的所有责任。

- (h) work in any place which the Company may reasonably require for the proper performance and exercise of his duties and powers, and travel on the business of the Company from time to time as determined by the Board; and  
根据本公司的合理要求在任何地点工作，以履行其职责和权力，并根据董事会的决定不时为处理本公司业务而出差；及
- (i) carry out his duties and exercise his powers jointly with any other managing or executive director(s) appointed by the Board to act jointly with him.  
与根据董事会任命与其共事的任何其他常务或执行董事共同履行其职责，并行使其权力。

2.2. For the purposes of this Agreement, the Appointee shall if required by the Company: 为本协议之目的，被任命人应根据本公司要求：

- (a) carry out the duties of his office on behalf of any subsidiary for the time being of the Company;  
代表本公司当前的任何附属公司履行其职责；
- (b) act as director, officer or employee of any such company; and  
担任任何该等公司的董事、高级人员或雇员；及
- (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 under this Agreement.  
履行与任何该等任命有关的职责，如同该等职责是其根据本协议应代表本公司履行的职责一般。

The expression "**subsidiary**" shall have the meaning as defined in Section 15 of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) (or any statutory re-enactment thereof). The Company and any subsidiaries for the time being of the Company are collectively called the "**Group**". Any reference to a "**Group Company**" in this Agreement shall mean any company in the Group.

“附属公司”具有《公司条例》（香港法例第 622 章）第 15 条（或其任何法定的重颁版本）所界定的涵义。本公司及本公司当前的任何附属公司合称为“集团”。本协议中的“集团公司”是指集团内的任何公司。

2.3. 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 Group Company and provide such explanations as required by the Board.

被任命人应始终及时且全面地（如有要求，以书面形式）向董事会报告其在本公司及任何集团公司的业务开展或事务办理情况，并提供董事会要求的说明。

2.4. The Appointee shall comply with (a) every rule of law (including SFO), (b) the Listing Rules, (c) the Codes on Takeovers and Mergers and Share Buy-backs, (d) Articles of Association, and (e) 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 Group Company.

被任命人须遵守(a)各项法律规定(包括证券条例), (b)上市规则, (c) 公司收购、合并及股份回购守则, (d)组织章程细则及(e)本公司当前有效的与本公司或任何其他集团公司的股份或其他证券的交易有关的规定。

2.5. Notwithstanding Clause 2.1, the Board shall be under no obligation to assign to or vest in the Appointee any powers, duties or functions or to provide any work for the Appointee.

尽管有第 2.1 条的规定, 董事会没有义务向被任命人分配或授予任何权力、职责或职能, 或向被任命人提供任何工作。

### **3. Restrictions on Other Activities by the Appointee 对被任命人其他活动的限制**

During the term of this Agreement, 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 which is similar to or in competition with the business carried on by the Group or any part of such business.

在本协议期限内, 被任命人不得(除非经董事会决议事先批准)直接或间接受雇于、从事或参与任何与集团开展之业务或部分业务相似或有竞争的任何其他业务或企业, 亦不得直接或间接与该等业务或企业拥有权益。

### **4. Remuneration 酬金**

4.1. Commencing from the Commencement Date, the Appointee shall be entitled to a director's fee, the amount of which shall be determined by the Board and the remuneration committee of the Board from time to time after obtaining the approval of the Company in the general meeting to authorise the Board to fix the remuneration of the directors pursuant to the Articles of Association.

自生效日起, 被任命人有权收取董事酬金, 金额将于本公司股东大会根据组织章程细则通过决议批准董事会厘定董事酬金后, 由董事会及董事会薪酬委员会不时决定。

4.2. Depending on the performance of the Appointee and the financial performance of our Group, during his appointment, the Appointee may be awarded a discretionary bonus. The award of any bonus shall be determined exclusively by and at the absolute discretion of the Board whose decision shall be binding.

根据被任命人在任命期间的表现和本集团的财务业绩, 被任命人可获得酌情花红。任何奖金的发放均由董事会全权决定, 董事会的决定具有约束力。

4.3. If this Agreement is terminated by the Company pursuant to Clause 8.2, all bonus or any part thereof in arrears will be forfeited by the Company.

如果本公司根据第 8.2 条终止本协议, 本公司将没收所有拖欠的奖金或其任何部分。

- 4.4. The Appointee shall account to the appropriate authorities for all taxes payable by him under any applicable law or regulation in respect of all sums received by him under this Agreement and shall indemnify the Company for any losses, costs, or expenses incurred by the Company resulting from his failure to do so. For the avoidance of doubt, the Appointee shall not be responsible for any losses, costs or expenses incurred by the Company which are not resulting from the Appointee's failure to do so.

被任命人应向有关部门申报其根据任何适用法律或法规就其根据本协议收到的所有款项而应缴纳的所有税款，并应赔偿本公司因其未能按上述规定报税而产生的任何损失、费用或支出。为免生疑问，被任命人对于非因被任命人未能按上述规定报税而产生的损失、费用或支出不承担任何责任。

- 4.5. Payment of director's fee and bonus to the Appointee shall be made either by the Company or by another Group Company, and if by more than one company then in such proportions as the Board may from time to time determine.

支付给被任命人的董事袍金和奖金应由本公司或另一集团公司支付，如果由多家公司支付，则各公司应按董事会不时确定的比例支付。

## **5. Expenses 费用报销**

- 5.1. The Company shall reimburse to the Appointee such sums as shall cover all reasonable out-of-pocket expenses reasonably incurred by him in the proper performance of his duties (including expenses of business meals and business trips) subject to the Appointee providing appropriate evidence of such expenses and in such manner as the Company may require.

本公司应为被任命人报销其在适当履行其职责期间发生的所有合理的实付合理开支（包括商务宴请和因公出差费用），但被任命人应以本公司要求的方式提供适当的报销凭证。

## **6. Inventions and Other Industrial or Intellectual Property 发明及其他工业或知识产权**

- 6.1. The parties foresee that the Appointee may make inventions or create other industrial or intellectual property in the course of his duties and agree that in this respect the Appointee has a special responsibility to further the interests of the Group.

双方预见到，被任命人可能在履行其职责的过程中做出发明、或创造其他工业或知识产权，并同意在这方面，被任命人负有促进集团利益的特殊责任。

***"Intellectual Property Rights" mean copyrights, patents, utility models, trade marks, service marks, design rights, database rights, semiconductor topography rights, proprietary information rights and all such other similar proprietary rights and applications for such rights as may exist anywhere in the world, and whether such rights are registered or unregistered.***

“**知识产权**”是指版权、专利、实用新型、商标、服务标记、设计权、数据库权利、半导体拓扑图权利、专有信息权以及世界任何地方存在的上述权利的所有其他类似专有权和申请，无论是否已注册。



**"Inventions"** mean all discoveries, inventions, improvements, modifications, processes, formulae, models, prototypes, sketches, drawings, plans, softwares, hardwares or other works or material which the Appointee alone or with one or more others may make, devise or discover during the course of his appointment and which pertain or are actually or potentially useful to any of the activities of the Company (or any associated company of the Company) or the processes or machinery of the Company or any such associated company for providing the services of the Company or any such associated company.

“发明”指在被任命于本公司期间被任命人单独、或与其他一人或多人共同制作、设计或做出的与本公司（或本公司之任何关联公司）的任何活动、本公司或任何该等关联公司用于提供其服务的工艺或机械相关或对该等活动、工艺或机械有实际或潜在作用的所有发现、发明、改进、修改、工艺、公式、模型、原型、草图、图纸、计划、软件、硬件或其他作品或材料。

- 6.2. Any invention or improvement or design made or process or information discovered or copyright work or trade mark or trade name or get-up created by the Appointee during the continuance of his appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of his employment under this Agreement) in conjunction with or in any way affecting or relating to the business of any Group Company or capable of being used or adapted for use therein or in connection therewith shall irrespective of any termination of his appointment forthwith be disclosed to the Company and shall belong to and be the absolute property of such Group Company as the Company may direct.

被任命人在其任命有效期内做出的任何发明或改进或设计、或发现的任何工艺或信息、或创造的任何版权作品或商标或外观（无论是否能够获得专利，无论是否注册，无论是否在其根据本协议受雇期间做出或发现），只要与任何集团公司的业务有关、或在任何方面对任何集团公司的业务有影响、或能够用于或在调适后用于任何集团公司的业务，无论被任命人的任命是否已终止，均应立即向本公司披露，其应属于本公司所指定的集团公司，该集团公司对其拥有绝对财产权。

- 6.3. The Appointee if and whenever required so to do by the Company shall at the expense of a Group Company apply or join with such company in applying for copyright, letters patent or other protection or registration for any such invention, improvement, design, process, information, work, trade 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 when obtained and all rights, title and interest to and in the same in such company absolutely and as sole beneficial owner or in such other person as the Company may specify.

如果本公司提出要求，被任命人应为属于某一集团公司的上述任何发明、改进、设计、工艺、信息、作品、商标、商号或外观申请或与该公司共同申请版权、专利特许证或其他保护或注册，相关费用由该公司承担，并为取得该等专利特许证或其他保护或注册，并使一切权利、所有权和利益绝对归属于该公司（作为唯一受益所有人）或本公司指定的其他人而签署所有必要文书和办理所有必要事宜。

- 6.4. The Appointee hereby irrevocably appoints the Company to be his attorney in his name and on his behalf to execute and do any such instrument or thing and generally

to use his name for the purpose of giving to the Company the full benefit of this Clause and in favour of any third party a certificate in writing signed by any 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.

被任命人在此不可撤销地指定本公司为其代理人，以被任命人名义并代表其签署任何文书和办理任何事宜，并一般性地使用其姓名，以便本公司获得本条款的全部利益并使任何第三方获益，由任何董事或公司秘书签署的一份载明任何文书或行为属于本协议授予权限范围内的证明书，即为证明上述情况的决定性证据。

## **7. Confidential Information and Company Documents 保密信息与公司文件**

- 7.1. The Appointee shall neither during his appointment (except in the proper performance of his duties) nor at any time (without limit) after the termination of his appointment (for any reason whatsoever):

被任命人在其任命有效期内（正当履行职责除外）、或在其任命终止后（无论出于何种原因）的任何时间（无限制）均不得：

- (a) divulge or communicate to any person, company, business entity or other organization any confidential information;  
向任何人、公司、商业实体或其他组织透露或传达保密信息；
- (b) use for his own purposes or for any purposes other than those of the Company or any Group Company any confidential information; or  
将保密信息用于其自身用途、或用于本公司或任何集团公司以外的任何用途；或
- (c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of any trade secrets or other confidential information relating to the Company or any company in the Group.  
由于未能尽到适当的谨慎和勤勉，导致与本公司或任何集团公司有关的任何商业秘密或其他保密信息被无授权披露。

- 7.2. The term "**confidential information**" shall mean 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 research activities, inventions, secret processes, designs, formulae and product lines, know-how, any information which the Appointee is told is confidential and any information which has been given to the Company or any Group Company in confidence by customers, suppliers or other persons.

“**保密信息**”一词是指供应商的详细信息及其业务条款，客户详细信息及其要求，收取的价格以及与客户之间的业务条款，营销计划和销售预测，财务信息，经营业绩和预测（在已公布审计账目中包括的信息除外），任何与收购或处置公司或业务或其任何



部分或任何拟议的业务扩张或收缩有关的方案，员工和高级人员以及支付给他们的酬金及其他福利的详细信息，与研究活动、发明、秘密工艺、设计、公式和产品线、技术诀窍有关的信息，被任命人被告知保密的任何信息，以及任何客户、供应商或其他人秘密提供给本公司或任何集团公司的任何信息。

- 7.3. 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 Group Company (and any copies of the same):

与本公司或任何集团公司的业务有关的所有备注、备忘录、记录、客户和供应商及员工名单、信件、文件、电脑及其他光盘和磁带、数据清单、代码、设计和图纸以及其他任何文件和材料（无论是否由被任命人制作）（及其任何副本）：

- (a) shall be and remain the property of the Company or the relevant Group Company; and

是并且一直是本公司或相关集团公司的财产；及

- (b) shall be handed over to the Company or to the relevant Group Company, or irrevocably deleted from any computer and/or word processing system in the Appointee's possession or under his control by the Appointee, on demand and in any event on the termination of the Appointee's appointment under this Agreement.

一经要求，以及在被任命人的任命根据本协议终止的情况下，须交还本公司或相关集团公司，或不可撤销地从被任命人拥有或控制的任何电脑及/或文字处理系统中删除。

## **8. Termination 终止**

- 8.1. Subject to Clause 8.2, either the Company or the Appointee may at any time terminate this Agreement by giving to the other three (3) months' written notice or payment in lieu of notice.

受限于第 8.2 条规定的情况下，本公司或被任命人可随时向另一方发出 3 个月的书面通知或支付代通知金，终止本协议。

- 8.2. The appointment hereunder shall be subject to termination by the Company at any time by notice in writing if the Appointee commits any material breach of any of the Appointee's obligations and/ or undertakings hereunder or an act of bankruptcy or any act which would, under the Articles of Association or any applicable laws, permit the Company to terminate the appointment hereunder.

如被任命人重大违反本协议下的任何义务及 / 或承诺，或出现破产行为或根据组织章程细则或任何适用法律本公司可终止其于本协议项下的任命之任何行为，则本公司可随时以书面通知终止其于本协议下的任命。

- 8.3. The appointment hereunder is subject to the retirement and re-election provisions of the Articles of Association and the corporate governance code provision in relation

to the vacation of office, retirement by rotation, re-election and removal of directors as adopted by the Company from time to time.

被任命人的任命受制于组织章程细则中的退任及重选规定，以及本公司不时采纳的与解除职务、轮值退任、重选及罢免董事有关的公司治理守则规定。

8.4. On the termination of his appointment (for any reason whatsoever), the Appointee: 在终止被任命人的任命（无论出于何种原因）时，被任命人：

- (a) 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;  
应按本公司要求辞去本公司董事职位及其在任何集团公司所担任的一切职位；
- (b) shall not at any time thereafter make any untrue or misleading oral or written statement concerning the business and affairs of the Company or any Group Company nor represent himself or permit himself to be held out as being in any way connected with or interested in the business of the Company or any Group Company (except as a former director for the purpose of communicating with prospective employers or complying with any applicable statutory requirements);  
其后不得在任何时间就本公司或任何集团公司的业务及事务作出任何不实或误导性的口头或书面陈述，亦不得声称或准许他人声称其本人与本公司有任何关连或与本公司或任何集团公司的业务有利益关系（为与未来雇主沟通之目的或在遵守任何适用法定要求的前提下声称其为本公司的前任董事除外）；
- (c) shall not at any time thereafter use the name of the Company or any Group Company, or any name capable of confusion therewith (whether by using such names as part of a corporate name or otherwise); and  
其后不得使用本公司或任何集团公司的名称，或任何可能与之混淆的名称（不论是否将该等名称作为企业名称的一部分使用）；及
- (d) shall immediately repay all outstanding debts or loans due to the Company or any Group Company and, to the extent permitted by the law, the Company is hereby authorised to deduct from any remuneration of the Appointee a sum equal to the aggregate of any such debts or loans where the Appointee has acknowledged such debts or loans in writing.  
应立即偿还应付给本公司或任何集团公司的所有未偿债务或贷款，并且在法律允许的范围内，本公司特此获得授权，在被任命人以书面形式承认该等债务或贷款的前提下，从被任命人的任何酬金中扣除相当于该等债务或贷款之总和的任何款项。

8.5. The termination of this Agreement shall be without prejudice to any rights which have accrued at the time of termination or to Clauses 6, 7 and 9 (all of which shall remain in full force and effect).

本协议的终止不应影响终止时已产生的任何权利，亦不影响第 6、7 和 9 条（所有权利将继续完全有效）。

## **9. Non-Solicitation and Restrictive Covenants 不招揽与限制性承诺**

- 9.1. The Appointee acknowledges that in the course of his appointment with the Company, the Appointee will or may have dealings with clients and fellow employees over whom the Appointee may develop a degree of influence. The Appointee also acknowledges that in the course of his appointment he will have access to and be entrusted with confidential information in respect of the Company, its clients and their respective business. In order to safeguard the Company's clientele, goodwill and name and to protect the Company's legitimate proprietary interests, the Appointee covenants that he will not without the prior written consent of the Company (such consent to be withheld only in so far as may be reasonably necessary to protect the legitimate interests of the Company):

被任命人承认，其在本公司任命期间，将会或可能会与客户和同事打交道，被任命人可能对该等人员产生一定程度的影响力。被任命人还承认，其在本公司任命期间，其将接触到并被交托有关本公司、其客户及其各自业务的保密信息。为了保护本公司的客户、商誉和名誉，并保护本公司的合法专有权利，被任命人承诺，未经本公司事先书面同意（本公司只能为保护其合法权益而在合理必要范围内拒绝给予该等同意），被任命人不得：

- (a) for a period of 12 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement), the Appointee undertakes that he shall not and shall use his best endeavours to and shall procure his close associates and/or companies controlled by him not to:

在本协议项下任命终止后的 12 个月，无论因任何理由终止（除非因本公司违反本协议而终止），被任命人承诺他不会并且应尽最大努力并促使他的紧密联系人及/或由他控制之公司不得：

- (i) directly or indirectly, be interested, involved, engaged in, acquire or hold any right or interest (in each case whether as a shareholder, partner, agent or otherwise, and whether for profit, reward or otherwise) in any business which competes or likely to compete directly or indirectly with the business engaged by the Group during the last 12 months of his appointment under this Agreement (the “**Restricted Business**”);

直接或间接涉及或从事与集团于其根据本协议任命的最后 12 个月内集团所从事的业务(“**受限制业务**”)构成竞争或可能构成竞争的任何业务或于当中拥有权益或获得或持有当中的任何权益或利益(在各情况下不论作为股东、合伙人、代理人或其他身份，且不论是否获得利润、奖赏或其他利益);

- (ii) take any direct or indirect action which constitutes an interference with or a disruption to the business activities of the Group including, but not limited to, solicitation of any existing customers, suppliers or employee of the Group for employment by them or their close associates; and

采取任何对集团业务活动构成干预或阻碍的直接或间接行动，包括但不限于招揽集团任何现有客户、供货商或员工以获彼等或彼等的紧密联系人雇用；及

- (iii) without the consent from the Company, make use of any information

pertaining to the business of the Group which may have come to their knowledge in the capacity as executive director of the Company for any purpose of engaging, investing or participating in any Restricted Business.

未经本公司同意，不得利用其身为执行董事的身份而可能获悉有关集团业务的任何资料，以从事、投资或参与任何受限制业务。

- (b) for a period of 12 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) be engaged or interested (whether as a director, shareholder, principal, consultant, agent, partner or employee) in any business concern (of whatever kind) which shall in Hong Kong and the People's Republic of China be in competition with any Group Company in the provision of services or the manufacture, sale or supply of goods, being services or goods of a kind with which the Appointee was concerned to a material extent during the period of 12 months prior to the termination of his appointment with the Company, provided always that nothing in this Clause 9.1(b) shall restrain the Appointee from engaging or being interested as aforesaid in any such business concern in so far as his duties or work relate principally to services or goods of a kind with which the Appointee was not concerned during the period of 12 months prior to the termination of his appointment under this Agreement;

在本协议项下任命因任何理由而终止后 12 个月内（本公司违反本协议终止的除外），参与（无论是作为董事、股东、委托人、顾问、代理人、合伙人或员工）在香港及中华人民共和国与任何集团公司提供的服务或制造、销售或供应的产品有竞争的任何企业（无论什么种类）或与该企业存在利益关系，且该等服务或产品的种类与被任命人在任命终止之前 12 个月内在本公司的工作有很大程度的关连，但是，本第 9.1(b)条的内容不限制被任命人参与主要涉及与被任命人在本协议项下的任命终止之前 12 个月内在本公司的工作无关的服务或产品种类的企业或与该企业存在利益关系；

- (c) for a period of 12 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) either on his own behalf or on behalf of any other person, firm, company or organisation in respect of any services of a kind provided or any goods of a kind manufactured sold or supplied by any Group Company in respect of the provision or sale or supply of which the Appointee may have been engaged during his appointment with the Company;

在本协议项下任命因任何理由而终止后 12 个月内（本公司违反本协议终止的除外），就被任命人任命于本公司期间曾参与过的任何集团公司任何种类服务的提供、或任何种类产品的销售或供应，代表其本人或代表任何其他人、企业、公司或组织：

- i. canvass, solicit or approach or cause to be canvassed, solicited or approached for orders or with a view to providing services thereto; or 承揽、招揽或接洽服务订单或促成该等承揽、招揽或接洽；或
- ii. directly or indirectly deal with any person, firm, company or organisation who at the date of the termination of this Agreement or

within 12 months prior to such date is or was a client or customer of any Group Company or was in the habit of dealing under contract with any Group Company or in the process of negotiating with any Group Company; or

直接或间接接洽在本协议终止之日或在该日期之前 12 个月内曾是任何集团公司的客户或顾客、或根据合同与任何集团公司有常规业务往来、或正在与任何集团公司谈判的任何人、企业、公司或组织；或

- iii. interfere or seek to interfere with the continuance of supplies to any Group Company (or the terms relating to such supplies) from any suppliers who have been supplying goods, materials or services to any Group Company at any time during the last 12 months of his appointment under this Agreement; and

干涉或试图干涉在被任命人根据本协议任命的最后 12 个月内曾向任何集团公司供应货物、材料或服务的供应商继续向任何集团公司供应货物、材料或服务（或干涉与上述供应有关的条款）；及

- (d) for a period of 12 months after the termination for whatever reason of his appointment under this Agreement (other than a termination by the Company in breach of this Agreement) either on his own behalf or on behalf of any other person, firm, company or organisation:

在本协议项下任命因任何理由而终止后 12 个月内（公司违反本协议的终止除外），代表其本人或代表任何其他人、企业、公司或组织：

- i. directly or indirectly solicit or entice or endeavour to solicit or entice away from any Group Company any director, employee or executive of managerial status employed by any Group Company during the last 12 months of his appointment under this Agreement; or 直接或间接招揽或劝诱或试图招揽或劝诱被任命人根据本协议任命的最后 12 个月内任何集团公司雇用的任何董事、员工或行政管理人员；或

- ii. directly or indirectly solicit or entice or endeavour to solicit or entice away from any Group Company any person employed or engaged by the Company or any other Group Company during the last 12 months of his appointment under this Agreement who by reason of such appointment or appointment is or is reasonably likely to be in possession of any confidential information or trade secrets relating to the business of the Company or any other Group Company or the business of the customers of the Company or any other Group Company .

直接或间接招揽或劝诱或试图招揽或劝诱被任命人根据本协议任命的最后 12 个月内被任命或被任命于本公司或任何其他集团公司并因此掌握或合理预计可能掌握与本公司或任何其他集团公司的业务、本公司或任何其他集团公司之客户的业务有关的任何保密信息或商业秘密的任何人。

- 9.2. While each of the restrictions in Clause 9.1 is considered by the parties to be reasonable in all the circumstances as at the date of this Agreement, it is agreed and declared that if any one or more of such restrictions or any part thereof shall be judged to be invalid as going beyond what is reasonable in all the



circumstances for the protection of the interests of the Company, but would be valid if words were deleted therefrom, the said restrictions shall be deemed to apply with such modifications as may be necessary to make them valid and effective and any such modifications shall not affect the validity of any other restriction contained in this Agreement.

尽管双方认为9.1条中的每一项限制于本协议签订之日在所有情况下都是合理的，但双方同意并声明，如果上述任何一项或多项限制因超出在所有情况下保护本公司利益所需的合理范围而被判定为无效，但若删除某些条文即为有效，那么上述限制应被视为经必要修改后继续适用，且任何该等修改不影响本协议中包含的任何其他限制的有效性。

- 9.3. The Appointee agrees that he will at the request and cost of the Company enter into a direct agreement or undertaking with any third party 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 the Company may reasonably require, for the protection of its legitimate interests.

被任命人同意，如本公司提出要求，其将与本公司签订一份直接协议或承诺，据此其将按照本公司为保护其合法利益而提出的合理要求，就特定产品和服务在特定领域和期限内接受与本协议所载限制相一致的限制（或在具体情况下适当的限制）。

## **10. Former Service Contracts with any Group Company 与任何集团公司的在先服务合同**

- 10.1. With effect from the Commencement Date, this Agreement shall supersede any subsisting agreements, arrangements and understandings between any Group Company and the Appointee relating to the appointment of the Appointee.

自生效日起生效，本协议将取代任何集团公司与被任命人之间关于雇佣被任命人的任何已经存在的协议、安排和谅解。

- 10.2. The Appointee hereby acknowledges that he has no outstanding claims of any kind against any Group Company and without prejudice to the generality of the foregoing he further acknowledges that he has no claim or any damages against any Group Company for the termination of any previous service agreements, arrangements or undertakings for the purpose of entering into this Agreement.

被任命人特此承认，他对任何集团公司均没有任何种类的未决索赔，并且在不影响上述表述之普遍性的前提下，其进一步承认，其不会就为达成本协议而终止任何在先服务协议、安排或承诺或对任何集团公司提出任何索赔。

## **11. Data privacy 资料隐私**

The Company holds information about the Appointee for a number of purposes connected with the Appointee's appointment, for example, maintaining the Company's statutory and business records and allowing the Company to fulfil any of the Company's contractual or statutory obligations. The Appointee hereby consents to personal data held about him by the Company being lawfully and fairly processed by the Company, which may include



information being transmitted outside Hong Kong. The Appointee further consent to sign the Personal Information Collection Statement attached as Appendix 1 to this Agreement. Notwithstanding anything to the contrary in this Agreement, the Appointee hereby consents that the Company may use the personal information of the Appointee to make all necessary announcements and comply all necessary disclosure obligations under the Listing Rules with regards to the appointment of the Appointee.

本公司持有被任命人的资料用作与被任命人的任命有关的多个用途，例如保存本公司的法定及业务记录，以及让本公司履行本公司的任何合约或法定责任。被任命人谨此同意本公司合法及公平地处理其个人资料，包括将资料传送至香港以外地方。被任命人进一步同意签署本协议附录一的个人资料收集声明。尽管本协议有任何相反规定，被任命人谨此同意本公司可使用被任命人之个人资料，就被任命人之任命根据上市规则作出一切必要公布及遵守一切必要披露责任。

## **12. Interpretation 解释**

The headings to the Clauses are for convenience only and have no legal effect.  
条款标题仅为方便而设，不具有法律效力。

## **13. Notices 通知**

Any notice required to be given under this Agreement shall, in the case of notice to the Company, be deemed to be duly served if left at or sent by registered post to the 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 in Hong Kong. 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.

根据本协议要求发出的任何通知，如果发给本公司，留在本公司当前在香港的主营业所或以挂号邮递方式寄往该地址，则视为妥善送达，如果发给被任命人，由专人递交给被任命人或留在其在香港的最后已知地址或以挂号邮递方式寄往该地址，则视为妥善送达。任何上述通知均应视为在交给被送达方或留在被送达方的地址时送达，通过邮寄发送的，视为寄出后 48 小时送达。

## **14. Severability 可分割性**

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions will remain in full force and effect.

本协议中不合法或不可强制执行的任何条款的部分或全部将从本协议中删除，其余条款将继续完全有效。

## **15. Waiver 豁免**

No failure of any Party to exercise and no delay on its part in exercising any right, power, privilege or remedy provided in or conferred on any Party by this Agreement will operate as a release or waiver thereof, nor will any single or partial exercise of any right, power, privilege or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any right, power, privilege or remedy or prejudice or affect any right, power, privilege or remedy against others under the same liability or obligation whether joint, several or otherwise.

任何一方未行使或延迟行使本协议中规定或赋予任何一方的任何权利、权力、特权或补救

措施，均不构成对其的免除或放弃；单独或部分行使本协议项下的任何权利、权力、特权或补救措施，亦不妨碍任何其他或进一步行使或行使任何权利、权力、特权或补救措施，亦不损害或影响在相同责任或义务（无论是共同、个别或其他）下针对其他方的任何权利、权力、特权或补救措施。

#### **16. Counterparts 文本**

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which is an original but, together, they constitute one and the same agreement.

本协议可以任何数量的文本签署，双方可在不同文本上分别签字，每份文本均为原件，但共同构成同一个协议。

#### **17. Choice of Law 法律选择**

This Agreement is governed by and will be 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 under this Agreement.

本协议受香港法律管辖，并根据香港法律解释，在解决本协议项下发生的任何争议时，本协议双方均服从香港法院的非专属管辖。

#### **18. Bilingual Effect 双语效力**

The Chinese text of this Agreement shall prevail over the English text, in the event of inconsistency.

如本协议的英文文本和中文文本之间有冲突，应以中文文本为准。

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

本协议于文首所示日期签署，以昭信守。

**SIGNED BY 签字**  
for and on behalf of 谨代表  
**ELIFE HOLDINGS LIMITED**  
易生活控股有限公司

in the presence of 见证人:

赵振中

**SIGNED BY 签字**  
**GUO WEI**  
郭伟

郭伟

in the presence of 见证人: