

EMPLOYMENT AGREEMENT

This **Employment Agreement** is made on

Between

Company:

Address:

Employee:

Address:

Identification:

For valuable consideration, the Company and the Employee agree as follows:

1. DUTIES AND JOB DESCRIPTION

1.1. The Employee is employed in the position of and will undertake all necessary duties as are generally performed by individuals who are employed in such a capacity. The Employee accepts and agrees to said employment, and agrees to be subject to the supervision, direction, and advice of the Company and Company's supervisory agents.

1.2. The Employee shall report directly to the of the Company.

1.3. The Employee also agrees to perform further duties incidental to the general job description and other potentially unrelated services and duties that may be assigned to the Employee from time to time.

1.4. The position is time and necessarily based in .

1.5. The Company shall provide on a timely basis, all facilities, equipment and consumables required for the performance of the Employee's duties under this Employment Agreement.

2. PERIOD OF EMPLOYMENT

2.1. Subject to the Employee obtaining valid visa to work in Hong Kong, The Employee will commence work on ("Commencement Date"). The employment is subject to the Employee's possession of a valid visa from the Hong Kong Immigration Department. The Employee shall produce evidence to the satisfaction of the Company of his right to work in Hong Kong and immediately notify the Company when he ceases to possess such right.

2.2. The employment of the Employee shall be, subject to the terms of this Employment Agreement, for an indefinite period.

2.3. The normal working hours of employment shall be from to . However, the Employee can be expected to work over and above these hours when the workload so demands.

2.4. The Employee shall not be required to work on Statutory Holidays. The Employer may ask the Employee to work on a statutory holiday, provided that an alternative holiday is given to the Employee and the Employee is properly notified in accordance with the Employment Ordinance.

2.5 In addition to statutory holidays, the Employee is entitled to paid general holidays as stipulated in General Holidays Ordinance (Cap 149). The Employer may at its discretion require the Employee to work on a general holiday.

2.6. The Employee shall be entitled to days of paid annual leave per year. Requests for leave must be approved by the Company and the timing of any leave will depend on the Company's requirements. The annual leave year runs from 1 January to 31 December each year. In the year of commencement or termination of employment, the Employee's leave entitlement will be calculated pro rata based on full months worked in the year.

2.7. After the Probationary Period mentioned hereinbelow, the Employee will also be entitled to up to sick days, with pay, which shall accrue from the date of this agreement, and personal days. Annual leave and personal days must be approved in advance by the Employee's immediate supervisor.

2.8 The Employee is entitled to maternity leave and leave pay according to the provisions of the Employment Ordinance.

2.9 The days off are paid and the Company may at its discretion designate one of the regular days off each week to be a rest day.

2.10 The Employee's period of continuous employment for statutory employment rights purposes will commence on the Commencement Date. The Company will treat no previous employment as continuous with the Employee's employment with the Company.

2.11 The Employee shall not be required to work when typhoon signal no.8 or above is hoisted or when the black rainstorm warning is in force. No salary or benefits will be deducted during the period. The Employee is required to resume duty if the typhoon signal no.8 or black rainstorm warning is lowered not less than four (4) hours before the close of working hours.

3. PROBATION

3.1. The Employee's probationary period will be for a period of calendar months from the Commencement Date, or such longer period as shall be extended by the Company in its sole discretion ("**Probationary Period**"). The Employee shall be duly notified of any such extension.

3.2. Subject to Clause 6 (Termination), during the Employee's Probationary Period, either party may terminate the Employee's employment in the following manner:

(a) between and including the Commencement Date and excluding the date falling one calendar month after the Commencement Date, at any time without notice or payment in lieu ("**First Probationary Month**"); and

(b) after the First Probationary Month and before the end of the Probationary Period, by not less than seven days' notice or by the terminating party making a payment in lieu of the pro rata wages in respect of all or part of such notice period.

4. REMUNERATION

4.1. The Employee shall be paid the monthly salary of (“**Salary**”). The Salary shall be paid in arrears on a monthly basis.

4.2. The Employee shall be enrolled in the relevant mandatory provident fund scheme.

4.3. The Employee is responsible for his own personal taxes of whatever kind that are due in any jurisdiction with respect to this employment.

4.4 The Employee acknowledges that the Company may at any time deduct from his basic salary, or such other amounts as may be owed to the Employee, any sums that may be owed by the Employee to the Company in accordance with the Employment Ordinance.

4.5 The Employee is entitled to receive a one-time gratuity within one (1) month from the completion of the employment, upon satisfactory performance of the Company's duties and responsibilities.

4.6 The Employee will be eligible to join the MPF scheme of the Company and the Employee's membership thereunder shall commence with effect from the Start Date. The Employee's entitlements are subject to such terms and rules that the Company may establish or vary from time to time.

4.7 The Company and (where applicable) the Employee will make the applicable amount of mandatory contributions to the MPF scheme in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance.

4.8 The Employee is entitled to all other rights, benefits, and protection under the Employment Ordinance, the Minimum Wage Ordinance, the Employees' Compensation Ordinance, and any other relevant labour legislation.

5. DISCIPLINE

5.1. The Employee agrees to abide by all the rules and regulations of the Company, as provided and notified to the Employee from time to time, at all times while employed.

5.2 During the term of the employment, the Employee shall not, except (a) as a representative of the Company; (b) previously notified to the Company; or (c) or with the prior written approval of the Company, whether paid or unpaid, be directly or indirectly engaged or concerned or have any financial interests as agent, consultant, director, employee, owner, partner, or shareholder, or in any other capacity in any other business, trade, profession, or occupation (or the setting up of any business, trade, profession, or occupation).

5.3 The Employee shall immediately disclose to the Company (a) all circumstances in respect of which

there is, or may be, a conflict of interest between the Employee and the Company; and (b) any breach or default of the Employee's obligations under this Employment Agreement.

5.4 Employee warrants that he or she is not a party to any restrictive agreement, including but not limited to, non-disclosure, non-competition, or non-solicitation agreements with any other entity limiting Employee's activities in his or her employment by Company. Employee further warrants that at the time of the signing of this Agreement, he or she knows of no written or oral contract or any other impediment that would inhibit or prohibit the performance of Employee's duties on behalf of Company, and that Employee will not knowingly use any trade secret, confidential information, or other intellectual property right of any other party in the performance of Employee's duties on behalf of Company. Employee agrees that he or she shall notify the Company immediately, in writing, if the Employee becomes aware of any such impediment or intellectual property right of any other party that may be affected by the Employee's work with the Company. Employee agrees to indemnify and hold Company harmless from any and all suits, claims, and disputes arising out of any breach of such restrictive agreement, contract, or legal duty.

5.5 Employee agrees that, both during and after his or her employment with the Company, he or she shall refrain from making or publishing any oral or written statement about Company or Company's officers, employees, agents, or representatives that (a) is defamatory; (b) discloses private or confidential information about their business affairs; (c) constitutes an invasion into their seclusion or private lives; (d) gives rise to unreasonable publicity about their private lives; (e) places them in a false light before the public; or (f) constitutes a misappropriation of their name or likeness. Employee hereby stipulates that any such statement by Employee shall be a material breach of these contractual Agreements.

5.6 Notwithstanding this Clause 5, the Employee may hold an investment by way of shares or other securities of not more than per cent of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange) where such company does not carry on a business similar to or competitive with any business for the time being carried on by the Company.

6. TERMINATION

6.1. At any time, notwithstanding anything in Clause 3 (Probation), this Employment Agreement may be terminated by:

- (a) breach of this Employment Agreement by the Employee.
- (b) on the provision of one month's notice by either party.
- (c) death of the Employee.
- (d) incapacitation of the Employee for over 30 days in any one year and absence from work, without a valid reason (in the opinion of the Company) for more than 7 consecutive working days.
- (e) withdrawal of the requisite permissions of the relevant labour authority.
- (f) conviction of the employee of a criminal offence.

- (g) bankruptcy of the Employee;
- (h) any gross misconduct of the Employee affecting the business of the Company; or
- (i) any serious or repeated breach or non-observance of any of the provisions of this Employment Agreement by the Employee or refusal by or negligence of the Employee to comply with any reasonable and lawful directions of the Company.

6.2. For the avoidance of doubt, the occurrence of an event in any of paragraphs (a) and (c) to (i) of Clause 6.1 will give the Company an immediate right to terminate this Employment Agreement.

6.3. Any delay by the Company in exercising such a right of termination will not constitute a waiver by it.

6.4. The rights of the Company under this Clause 6 shall be without prejudice to any other rights that it may have at law to terminate the employment of the Employee.

6.5. At any time, including after the termination of this Agreement for whatever reason, the Employee will undertake at the reasonable request of the Company to assist the Company or any member of the Company's group in cases of litigation where the Employee has been involved in the business underlying the dispute, including in respect of any Intellectual Property rights (defined herein) subject to this Employment Agreement.

6.6. If this Employment Agreement is terminated pursuant to Clause 6.1, the Company shall not be liable to pay to the Employee any sum payable to the Employee after the date of termination.

6.7 The Employee further acknowledges and agrees that in the event of a breach, or threatened breach, the Company will suffer immediate and irreparable harm which said harm is presumed to occur, and that Company shall be entitled to receive from a court of competent jurisdiction, at the court's sole discretion, a temporary restraining order with or without notice to Employee, as well as the entry of a preliminary and permanent injunction. Said right to an injunction shall be in addition to and not in limitation of any other rights or remedies Company may have for damages or otherwise.

6.8 On or before the date of termination, the Employee must return all the Company's property that is in his possession. The Employee will be liable to reimburse the Employer for any loss of or damage to such property, except for fair wear and tear. The amount of such loss or damage shall be deducted from his final pay within the limits provided by the Employment Ordinance.

7. DISPUTES

7.1. This Employment Agreement is governed by the laws of .

7.2. Any dispute between the Company and the Employee related to this Employment Agreement will be settled by voluntary mediation.

7.3. Should mediation prove unsuccessful the parties submit to the non-exclusive jurisdiction of the courts.

8. ENTIRE AGREEMENT

- 8.1. No modification of this Employment Agreement will be effective unless it is in writing and is signed by both the Company and the Employee.
- 8.2. This Employment Agreement binds and benefits both parties and any successors of the Company.
- 8.3. Time is of the essence of this Employment Agreement.
- 8.4. This Employment Agreement is the entire agreement between the Company and the Employee.
- 8.5. The provisions of this Employment Agreement are separate and divisible and if any clause or provision of this Employment Agreement is held to be completely or partially invalid or unenforceable, all other clauses or parts thereof contained in this Employment Agreement shall remain in full force and effect and shall not be affected thereby.
- 8.6. No person who is not a party to this Employment Agreement shall have any rights to enforce its provisions.
- 8.7. The Employee consents to the Company processing his personal data for the purposes of and in connection with his employment, for the Company's business and administrative purposes and for the purposes of complying with applicable laws, regulations and procedures. The Employee further consents that the Company may, when necessary for these purposes, make such data available to any other group members of the Company, to their advisers, to their agents, to parties providing products and/or services to the Company, to any customer or business contact if necessary for the Company's business operations, to regulatory and tax authorities, to any potential purchasers or merger partner of the Company or subscriber to the Company's shares or as required by law.

9. CONFIDENTIALITY

- 9.1. The Employee shall have access to the Confidential Information of the Company required to carry out his duties pursuant to this Employment Agreement.

"Confidential Information" means all technical and non-technical information of the Company and/or its licensors (including but not limited to product information, plans and pricing, financials, marketing plans, business strategies, customer information, data, research and development, software and hardware, APIs, specifications, designs, proprietary formulae and proprietary algorithms), which information is identified as being confidential or proprietary.

- 9.2. The Employee agrees to keep all of the Company's business secrets confidential at all times during and after the term of the Employee's employment. The Company's business secrets includes any information regarding the Company's customers, suppliers, manufacturers, finances, research, development, manufacturing processes, or any other technical or business information.
- 9.3. The Employee agrees not to make any unauthorized copies of any of the Company's business secrets or information (including Confidential Information) without the Company's consent, nor to remove any of the Company's business secrets or information (including Confidential Information) from

the Company's facilities.

9.4. The Employee will (a) hold the Confidential Information in strict confidence; (b) use such Confidential Information only for the purposes of carrying out his duties pursuant to this Employment Agreement; and (c) to the extent applicable, not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information unless otherwise specified in writing by the Company.

9.5. This Employment Agreement supersedes all previous agreements between the parties regarding the Company's Confidential Information.

9.6. This Clause 9 shall survive any termination of this Employment Agreement.

9.7. The Employee agrees that any violation or threatened violation of this Clause 9 will cause irreparable injury to the Company and that, in addition to any other available remedies, the Employee agrees that any breach of this Clause 9 shall entitle the Company to injunctive relief and/or liquidated damages and/or account of profits for any said breach, or otherwise.

10. INTELLECTUAL PROPERTY

10.1. The Employee agrees to promptly furnish the Company with a complete record of any intellectual property, inventions, creations, copyrights or patents ("Intellectual Property") which the Employee may create or devise during the employment with the Company.

10.2. The Employee waives any moral rights it may have over any Intellectual Property and (to the extent such do not automatically vest in the Company) grants and assigns to the Company all and entire rights and interest in any Intellectual Property that result in any way from any work performed while employed by the Company (including the right to claim damages and all other remedies for infringement).

10.3. The Employee agrees that he does not have any past or present employment agreements that might conflict with this assignment.

10.4. The Employee also agrees to sign and/or execute any further documents necessary to allow the Company the rights, title, copyright or patent to any such Intellectual Property.

10.5. The name of the Employee may not appear on any publications or news releases of the Company unless prior written consent is given by the Employee.

11. NON-SOLICITATION and NON-COMPETE

11.1 Employee acknowledges that, as an employee of Company, he or she has a duty to in no way injure Company's business or financial interests. The Employee agrees that he will not solicit, induce or approach any of the Company's customers, clients, manufacturers or suppliers upon the discharge of this Employment Agreement. The Employee recognizes the Company's legitimate business interest in respect of the Company's customers, clients, manufacturers or suppliers and as such agrees that any breach of this Clause shall entitle the Company to injunctive relief and/or liquidated damages and/or account of profits for any said breach, or otherwise.

11.2 Employee agrees that during Employee's employment with Company and for a period of 12 months following the termination of such employment for any reason, Employee shall not, either directly or indirectly, call on, solicit, or induce any employee or officer of Company whom Employee had contact with, knowledge of, or association with in the course of such employee or officer's employment with Company (collectively, the "Covered Individuals") to terminate his or her employment with the Company, and will not assist any other person or entity in such a solicitation. Employee further agrees not to (a) communicate, by any means whatsoever, with any Covered Individual regarding the termination of his or her employment with the Company, or (b) hire, retain, or assist any other person or entity, directly or indirectly, in hiring or retaining any Covered Individual, during the time period set forth above. Should any Covered Individual initiate any such communication with the Employee, the Employee shall immediately change the subject and take reasonable measures to prevent any further communication related to the issue. Employee agrees that any breach of this Clause shall entitle the Company to injunctive relief and/or liquidated damages and/or account of profits for any said breach, or otherwise.

11.3 Irrespective of whether Employee ever contends such prohibitions as set out in Clause 11 are invalid, in exchange for the Company providing Employee the consideration set forth herein, Employee contractually agrees to notify the Company of any such solicitation within one (1) business day of the solicitation occurring. Employee hereby stipulates that failure to notify the Company of any such solicitation shall be a material breach of these contractual agreements.

11.4 The Employee undertakes to and agrees that, should he or she resign, retire, or otherwise leave voluntarily, the Employee will not: (1) establish any competing business or activity in any geographic area where the Company is engaged in business; (2) within a distance of 200 miles of any of the Company's facilities; (3) for a period of 12 months.

11.5 This Clause 11 shall survive any termination of this Employment Agreement.

12. RIGHTS OF THIRD PARTY

A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

13. EXECUTION

THE ABOVE TERMS ARE OFFERED BY THE COMPANY AND ACCEPTED BY THE EMPLOYEE AND EVIDENCED BY THE REQUISITE AND DULY AUTHORIZED SIGNATURES BELOW.

Company

Employee

* I have received a copy of the Employment Agreement from the Company concerning my employment. I have read, considered and understood and hereby accept its terms and conditions. I acknowledge having been given an opportunity to obtain any legal consultation and advice with respect to the terms and conditions herein, and execute this Employment Agreement freely and voluntarily with full understanding of its contents. This Employment Agreement and my employment hereunder have not been induced by any representations of the Company not contained herein.