

**Dated: 7 November 2024**

**HERBS GENERATION GROUP HOLDINGS LIMITED**  
**(as the Company)**

**AND**

**KWOK CHI YAN GAMMY**  
**(as the Executive)**

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**EXECUTIVE DIRECTOR'S SERVICE AGREEMENT**

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**THIS AGREEMENT** is made on 7<sup>th</sup> day of November 2024

**BETWEEN:**

- (1) **HERBS GENERATION GROUP HOLDINGS LIMITED**, an exempted company with limited liability incorporated under the Companies Law, Chapter 22 of the Laws of the Cayman Islands, having been registered as a non-Hong Kong company under part 16 of the Companies Ordinance (as defined below), and having its registered office at 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9009, the Cayman Islands and whose principal place of business in Hong Kong is at Units 2309–10, 23/F, Laford Centre, No. 838 Lai Chi Kok Road, Kowloon, Hong Kong (the “**Company**”); and
- (2) **KWOK CHI YAN GAMMY** (holder of Hong Kong identity card number: D201766(1)) of Flat A1, 20/F, Block 2, St. Martin, 12 Fo Chun Road, Tai Po, New Territories, Hong Kong (the “**Executive**”).

**WHEREAS:**

- A. The Company has agreed to employ the Executive and the Executive has agreed to serve the Company as an executive director of the Company on the terms and conditions set out below.

**NOW IT IS AGREED AS FOLLOWS:**

**1. DEFINITION AND INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires:

“ <b>Articles</b> ”	articles of association of the Company, as may be amended from time to time
“ <b>Associate(s)</b> ”	shall have the meaning ascribed thereto under the Listing Rules (as defined below)
“ <b>Board</b> ”	the board of directors of the Company from time to time
“ <b>business day</b> ”	a day (other than a Saturday, a Sunday or a public holiday in Hong Kong or any day where a “black” rainstorm warning or a tropical cyclone warning signal number 8 or above is in force in Hong Kong) on which the licensed banks are generally open for normal banking business in Hong Kong during its normal business hours
“ <b>Commencement Date</b> ”	7 May 2024

<b>“Companies Ordinance”</b>	the Companies Ordinance, Chapter 622 of the Laws of Hong Kong, as amended, supplemented or otherwise modified from time to time
<b>“Employment Ordinance”</b>	the Employment Ordinance, Chapter 57 of the Laws of Hong Kong, as amended, supplemented or otherwise modified from time to time
<b>“director(s)”</b>	the director(s) of the Company from time to time
<b>“Group”</b>	the Company and its subsidiaries from time to time, and <b>“member(s) of the Group”</b> shall be construed accordingly
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the PRC
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange, as may be amended from time to time
<b>“month(s)”</b>	calendar month(s)
<b>“PRC”</b>	the People’s Republic of China, which for the purpose of this Agreement, excludes Hong Kong, Macau and Taiwan
<b>“Salary”</b>	the salary payable by the Company to the Executive pursuant to Clause 5.1 of this Agreement
<b>“SFO”</b>	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited
<b>“subsidiary”</b>	shall have the same meaning ascribed thereto in Section 2 of the Companies Ordinance, and <b>“subsidiaries”</b> shall be construed accordingly
<b>“Term”</b>	the period from the Commencement Date until its expiry or termination, and the any renewed terms pursuant to Clauses 2 and 13 of this Agreement
<b>“this Agreement”</b>	this service agreement between the Company and the Executive, as may from time to time be amended, modified or supplemented
<b>“working day”</b>	Monday to Friday, in each case except where such day falls on a public or statutory holiday of Hong Kong
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong

1.2 In this Agreement:

- (a) references to Clauses and Sub-clauses in this Agreement are respectively to clauses and sub-clauses of this Agreement;
- (b) references to any ordinance, regulation or other statutory provision includes reference to such ordinance, regulation or statutory provision as may be modified, consolidated or re-enacted from time to time, and shall, where the context so permits or requires, be construed as including reference to the corresponding provisions of any earlier legislation (whether repealed or not) directly or indirectly amended, consolidated, extended, or replaced thereby or re-enacted therein, which may be applicable to any relevant tax year or other period, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant ordinance;
- (c) unless the context otherwise requires, words denoting a singular number include the plural and vice versa, words denoting one gender include both genders and the neuter and words denoting a person include a corporation, sole proprietorship, firm, joint venture or syndicate and, in each case, vice versa; and
- (d) the rule known as ejusdem generis shall not apply, so that words and phrases in general terms following or followed by specific examples shall be construed in the widest possible sense and shall not be construed as limited or related to the examples given.

1.3 The headings in this Agreement are for ease of reference only and do not form part of this Agreement and shall not affect the interpretation or construction of this Agreement.

**2. APPOINTMENT**

- 2.1 Subject to the terms set out in this Agreement, the Company hereby appoints the Executive and the Executive hereby accepts her appointment as an executive director of the Company with the duties described in Clause 3 for an initial term of three years from the Commencement Date (subject to rotation according to the Articles and the requirements of the Listing Rules at such time as may be required by the Board) renewable automatically for successive terms of three years each commencing from the day immediately after the expiry of the then current term of the Executive's appointment, unless terminated by not less than one month's notice in writing served by either party expiring at the end of the initial term or at any time thereafter. Unless otherwise agreed between the Company and the Executive, the same terms as set out in this Agreement shall apply to any renewed terms of appointment of the Executive, save as to the Salary, the applicable amount of which shall be such as may be prevailing in the immediately preceding term of this Agreement.
- 2.2 For the purposes only of Section 6(2)(c) of the Employment Ordinance, and subject to Clause 13.2, the "agreed period" during the initial term and any renewed term of the Executive's appointment hereunder shall be the unexpired period of the initial term and three months, respectively, and, where such unexpired period comprises seven days or less, seven days.

- 2.3 The Executive represents and warrants that she has full authority, power and capacity to enter into this Agreement and duly perform all of her obligations hereunder, and she is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits her from entering into this Agreement or from performing all of her obligations and duties hereunder and she is not aware of any reason which may render her unsuitable to act as an executive director of the Company as at the date of this Agreement.
- 2.4 Under certain circumstances, the Executive may be subject to retirement by rotation and re-appointment in accordance with the Articles, the Companies Ordinance and the Listing Rules.

### **3. DUTIES**

- 3.1 The Executive hereby undertakes with the Company that, during the continuance of this Agreement she shall use her best endeavours to carry out her duties under this Agreement, to protect, promote and act in the best interests and welfare of the Group and the shareholders of the Company as a whole.
- 3.2 Without prejudice to the generality of Clause 3.1, the Executive shall, during the Term:
- (a) serve the Company in the capacity of a director of the Company with such executive and management responsibilities and duties with regard to the operations of the Group and the development and expansion of its business as the Board may reasonably direct;
  - (b) unless prevented by ill-health or engaged in businesses or offices in which the Executive is permitted to engage under Clause 4, devote a substantial part of her time, attention and abilities during normal business hours and such additional hours as may reasonably be required to administer, supervise and manage the business of the Group and use her best endeavours to promote the business interests and welfare of the Group and manage and supervise the business of the Group;
  - (c) faithfully and diligently perform all such duties as shall be reasonably required by the Board and carry out all lawful and reasonable instructions of the Board according to the best of her skill and ability and in compliance with all resolutions and regulations from time to time passed or given by shareholders of the Company in general meeting and/or the Board;
  - (d) in pursuance of her duties hereunder perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices (including other directorships) in the Group as the Board may from time to time reasonably require provided the same are consistent with her office;
  - (e) at all times keep the Board promptly and fully informed of all matters relating to or in connection with the performance and exercise of her duties and powers under this Agreement;

- (f) perform such other duties and exercise such other powers which the Board may from time to time properly assign to her in her capacity as an executive director subject to such resolutions, regulations or directions as to the scope of her duties or authority or manner of carrying out the same as may be made or given by the Board from time to time;
- (g) disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by the Executive including all interests in the securities required to be disclosed by the Executive under the SFO and all interests in the business which may be competing with the business of the Group from time to time;
- (h) under the leadership of the Board, use her best endeavours and exercise the best of her skills and abilities to promote, manage and develop the business, welfare and activities of the Company and other members of the Group and be accountable to the Board and the shareholders of the Company as a whole and carry out her duties in a proper, loyal and efficient manner;
- (i) act honestly and in good faith in the interests of the Company and the shareholders as a whole;
- (j) act for proper purpose and not use her position and power in the Company as a means to obtain personal gains, not accept commissions in connection with the Company's transactions, not accept bribes or any other unlawful income, and not expropriate in any way the Company's property, including but without limitation, not usurp the Company's business opportunities;
- (k) be answerable to the Company for the application or misapplication of its assets and use of the Company's property for her own benefit without the informed consent of shareholders of the Company in general meeting;
- (l) avoid actual and potential conflicts of interest and duty;
- (m) disclose fully and fairly her interests in contracts with the Company and comply with the stipulations of the Articles, the Listing Rules and other relevant laws and regulations;
- (n) apply such degree of skill, care and diligence as may reasonably be expected of a person of the knowledge and experience and holding the office within the Company; and
- (o) perform all duties required to be performed by her as an executive director of the Company as set out in the Articles.

3.2 The Executive shall, if and so long as she is required by the Company and in consideration of the Salary, carry out the duties of her office on behalf of any member of the Group, act as director, officer or employee of any member of the Group and carry out such duties attendant on any such appointment as if they were duties to be performed by her on behalf of the Company under this Agreement and, if so required by the Company, enter into the appropriate secondment agreement for such purpose

with other members of the Group on the same terms as this Agreement mutatis mutandis (so far as applicable and save as regards all entitlements to the Salary or other benefits whatsoever, which shall not apply).

- 3.3. The Company may from time to time and at any time assign any title to the Executive and any other duties to the Executive in addition to or in substitution of any title then held by the Executive (including, for the avoidance of doubt, that of a director of any member of the Group) and the duties (if any) then assigned to her.
- 3.4 The Executive shall work at any place in Hong Kong, the PRC, or any part of the world which the Board may from time to time require for the proper performance and exercise of her duties and powers under this Agreement.
- 3.5 The Executive shall exercise her best endeavours to procure the Company's compliance with the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Articles, and all applicable laws, rules, regulations, guidelines and practice notes which are binding on or applicable to the Group or the Executive including, without prejudice to the generality of the foregoing, Corporate Governance Code, Model Code for Securities Transactions by Directors of Listed Issuers for the time being in force and the Executive's undertaking to the Stock Exchange.

#### **4. OUTSIDE INTERESTS**

- 4.1 Subject to Clause 4.2, the Executive shall not at any time during the Term without the prior written consent of the Board be or become a director of any company (other than the Company or any other member of the Group) or be engaged, concerned or interested whether directly or indirectly in any other business, trade or occupation.
- 4.2 Nothing in this Agreement shall prevent the Executive from:
  - (a) being engaged, concerned or interested in any other business, trade or occupation with the prior written consent of the Board (such consent shall not be unreasonably withheld);
  - (b) subject to Clause 11.6(a), holding or being beneficially interested in any class of securities in any company if such class of securities is listed on a stock exchange and the relevant company does not carry on any business which competes in any way with the business of the Group; or
  - (c) being a director of any company in which her appointment as director was prior to the date of this Agreement.
- 4.3 The following provisions shall apply in relation to any application for consent under Clause 4.2(a):
  - (a) the Executive shall furnish the Board a detailed statement of the exact nature of the business, trade or occupation in which he wishes to engage, the exact nature of the duties and obligations imposed on and the extent of commitment required of or to be assumed by her and the amount of time that she intends to

devote and is likely to be devoted for such purpose and such other documents or information as the Board consider necessary in respect of such application and may require from time to time;

- (b) if the Board is reasonably satisfied that the nature of the business, trade or occupation in which the Executive wishes to engage is unlikely to compete with the Group and that the time likely to be devoted by the Executive for such business, trade or occupation is unlikely to adversely affect the Executive managing business of the Group and performing her duties and obligations, written consent shall be given to the Executive for her engagement in such business, trade or occupation; and
- (c) the Executive shall (as a condition precedent to such consent) furnish the Board an undertaking that the matter represented in the statement referred to in Clause 4.3(a) will at all times during the Term remain true and accurate and that she will not during the Term act in variance thereof.

## **5. REMUNERATION AND EXPENSES**

- 5.1 The Company shall (subject to Clause 6) during the Term pay or procure its subsidiaries to pay to the Executive a Salary of nil for each month of the Term (subject to annual review and excluding any discretionary bonus) in compliance with the provisions of the Articles for the time being in force, determine from time to time in its absolute discretion.
- 5.2 The Salary (if any) shall be payable on the last working day of every month during the Term or, if that day is not a business day, on the immediately preceding business day. Such payment date may be varied by the Company from time to time but the Salary for a particular month shall not be paid later than the last day of that month in any event.
- 5.3 The amount of the Salary will be reviewed by the Company each year during the Term by the remuneration committee of the Company (the “**Remuneration Committee**”). Any adjustment of Salary of the Executive must be recommended by the Remuneration Committee and approved by a majority in number of the members of the Board provided that the Executive shall abstain from voting and not be counted in the quorum in respect of the resolution regarding the remuneration in relation to herself. Any increase in Salary shall, unless specified by the Board, become effective for all periods after January of the year in which it is notified to the Executive.
- 5.4 The Executive shall also be entitled to medical benefits as may be provided under the Company’s medical benefits scheme, if any.
- 5.5 Payment of such bonus shall be made on an annual basis. The Executive may not vote on any resolution of the Board regarding the payment and/or the amount of the management bonus payable to the executive directors of the Company.
- 5.6 The Executive may, at the discretion of the Board, be granted share options or share awards entitling the Executive to subscribe for shares or shares in the capital of Company under any share scheme from time to time adopted by the Company.



- 5.7 The Company shall reimburse the Executive of all reasonable out-of-pocket expenses properly incurred by the Executive in connection with the performance of the duties of the Executive under this Agreement, in each case, subject to such expenses being evidenced and vouched for in such manner as the Board may reasonably require.
- 5.8 The following arrangements shall apply whenever the Executive is required to travel outside Hong Kong in the performance of her duties under this Agreement:
- (a) full reimbursement shall be made to the Executive for meal expenses reasonably incurred by her;
  - (b) full reimbursement shall be made to the Executive for all travelling expenses reasonably incurred by her; and
  - (c) accommodation at international class hotels shall be provided to the Executive,

## **6. SICK LEAVE ENTITLEMENTS**

The Executive shall be entitled to her full Salary during any period of absence due to ill-health or sickness properly evidenced and vouched for in accordance with the reasonable requirements of the Board provided that the aggregate period of absence in any 12 months' period does not exceed 60 working days.

## **7. RETIREMENT FUND SCHEME PARTICIPATION**

- 7.1 The Executive shall be entitled during the Term to participate in and the Company shall procure that the Executive is offered participation in the Group's Mandatory Provident Fund Scheme (the "**MPF Scheme**") in accordance with the relevant laws and regulations. Contributions will be paid by the Company to the MPF Scheme in respect of the Executive and the Executive will also be required to contribute to the MPF Scheme, such contributions being deducted from the Executive's Salary. The level of the contributions to be paid to the MPF Scheme will be as specified in the Mandatory Provident Fund Schemes Ordinance.

## **8. HOLIDAYS**

- 8.1 The Executive will not be entitled to paid leave of working days (in addition to the usual public and statutory holidays) for every consecutive period of 12 months.
- 8.2 For the purposes of the Employment Ordinance, the "leave period" of the Executive shall end on 31 December of each year.

## **9. CONFIDENTIALITY**

The Executive shall not to and shall procure her Associates not to, either at any time during or after the Term, use, divulge or communicate to or cause or enable any third party (other than any officer or employee of any member of the Group whose province is to know the same) to become aware of or use, take away, conceal, destroy or retain

for her own or some other person's advantage or to the detriment of any member of the Group any secret, confidential or other document and information (whether marked as confidential or not), including but not limited to any of the intellectual property, technological knowhow or information used or applied or which may be used or applied by the Group in relation to its business or potential business or which the Group has obtained from any third party on terms that restrict its disclosure or use, other confidential technical information, any of the trade secrets, client list, accounts, financial or trading information or other confidential or personal information which the Executive may receive or obtain in relation to the business, finances, dealings or affairs of any member of the Group or any principal, joint venture partner, contracting party or client of the Group including any information regarding the products, services, research programme, projects or other technical data, knowhow or specifications, whether in human or machine readable form and whether stored electronically or otherwise, or the finances, proposals, contractual arrangements, principals, joint venture partners, contracting parties, clients, employees or agents of any member of the Group, provided that the provisions of this Clause shall not apply to any information or material which is in the public domain other than as a result of any unauthorised disclosure. This Clause shall survive notwithstanding termination of this Agreement.

## **10. COPYRIGHT AND INVENTIONS**

- 10.1 In consideration of the Salary payable to the Executive under this Agreement, the Executive acknowledges that all intellectual property rights, including copyright, patent, design, trade and service marks, created as a result from or by anything arising in the course of or in connection with her employment under this Agreement (in particular but without limitation rights to all concepts, designs, drawings, sketches, schemes, models and specifications, whether in human or machine readable form and whether stored electronically or otherwise) shall belong absolutely to the Company and the Executive hereby assigns the same to the Company by way of present and future assignment to hold the same unto the Company absolutely throughout all countries and places of the world.
- 10.2 If at any time during the Term, the Executive shall either alone or jointly make, discover or acquire any business concept or idea, invention, discovery, design, copyright work, development, improvement, process and secret whatsoever or any interest therein (whether the subject of letters patent or not) which shall relate to or concern any of the services, products or methods of conducting business or the production of any matter whatsoever of or by any member of the Group or any of the clients of the Group (hereafter together referred to as an “**Invention**”) or if details of any Invention shall be communicated to the Executive by any other employee of any member of the Group, then:
- (a) the Executive shall forthwith in writing communicate full details thereof including all necessary plans and models to the Board promptly or as the Board may direct;
  - (b) any Invention made or discovered by the Executive or her share therein if made or discovered jointly shall belong to and be the absolute property of the relevant member of the Group;

- (c) at the request of the relevant member of the Group and both during the Term and after its expiry or termination the Executive shall at the expense of that member of the Group or its nominee as part of her duties under this Agreement join with and assist that member of the Group or its nominee in obtaining and/or renewing letters patent, copyright, design and/or trade or service mark registration or other like protection in such countries as the Board may direct for any Invention and shall execute such deeds and documents and carry out such acts as may be necessary for vesting in that member of the Group or its nominee as the case may be the sole beneficial right in any Invention; and
- (d) none of the members of the Group shall be under any liability to account to the Executive for any revenue or profit derived or resulting from any Invention.

10.3 The Executive hereby irrevocably and by way of security appoints each director of each member of the Group from time to time to be her attorney and in her name and on her behalf to do and execute any such act or instrument as may be necessary for the purpose of implementing the provisions of this Clause 10. The Executive agrees to confirm and ratify all such acts and instruments.

## **11. RESTRICTIVE COVENANTS**

11.1 The Executive covenants with and undertakes to the Company that she shall not and that she will procure that none of her Associates will:

- (a) at any time during the Term or within 6 months from the date of the expiry or the sooner determination of the Term in any part of the world either alone or jointly with or as manager or agent for any person, firm or company directly or indirectly and whether or not for gain:
  - (i) engage, employ or solicit for employment by any person whether directly or indirectly in any business any employee, former employee, agent or former agent of any member of the Group (save and except former employees whose employment with the Group has been terminated for a period of not less than 6 months prior to their engagement by the Executive); or
  - (ii) be interested in any project or proposal on behalf of or for the benefit of any person who within 6 months prior to the expiry or sooner determination of the Term is a principal, joint venture partner, contracting party or client or a potential principal, joint venture partner, contracting party, supplier or client of the Group or an Associate of any of the foregoing and, for this purpose, a potential principal, joint venture partner, contracting party, supplier or client is any person to whom the Group has made a proposal or presentation with a view to securing appointment as a consultant or the provision of services of the Group, co-operation for a business venture or undertaking, the entering into any material contract for the development of the Group's business or instructions for an assignment;

- (iii) be interested in any project or proposal for the acquisition, turning to account, development of or investment in:
      - (aa) any business or asset in which any member of the Group was during the Term considering to acquire, turn to account, develop or invest, unless the Group shall have decided against such acquisition, turning to account, development or investment or invited the Executive or her Associates in writing to participate in, or consented in writing to the Executive or her Associates' acquisition, turning to account or development of or investment in, such business or asset; or
      - (bb) any asset of any member of the Group, unless such asset is offered by the relevant member of the Group for sale to, turning to account or development by third parties; or
    - (iv) be engaged or interested in or concerned with any principal businesses carried on from time to time by any member of the Group during the Term;
  - (b) at any time after the expiry of the Term or its sooner determination use for any purpose whatsoever the name or trading style of any member of the Group in Hong Kong, Macau, the PRC, or any other part of the world or represent herself or themselves as carrying on or continuing or being connected with any member of the Group or (where applicable) any of its shareholders or their respective business.
- 11.2 Since the Executive has obtained and is likely to obtain in the course of her employment hereunder Trade Secrets (as defined below) and other Confidential Information (as defined below) and since the Executive has obtained and is likely to obtain during the course of her employment hereunder personal knowledge and influence over principals, joint venture partners, contracting parties, clients, staff, officers and agents of the Group, the Executive hereby agrees with the Company that in addition to the restriction contained in Clause 9 she will and will procure her Associates not to, either not at any time during or for a period of 6 months after the expiry of the Term or its sooner determination use either on her own account or for others or partly for herself and partly for others or to the detriment of any member of the Group such Trade Secrets or other Confidential Information, save in each case with the prior written consent of the Company.
- 11.3 The Company hereby covenants with and undertakes in favour of the Executive that neither it nor any member of the Group will after the expiry of the Term or its sooner determination use the Executive's name or represent that the Executive is carrying on or continuing to be or being connected with any member of the Group or their businesses whether in Hong Kong, Macau, the PRC, or elsewhere.
- 11.4 For the purposes of Clause 11.1:
- (a) **"employee"** includes any staff of any of the sub-contractors of any member of the Group or any successors thereof; and

- (b) “**assets**” include intellectual property rights and know-how of all forms and descriptions (whether or not being secret or confidential) that are related to any of the principal businesses carried on from time to time by any member of the Group during the Term and all licences and rights to use or apply any such rights or know-how.

11.5 For the purposes of Clause 11.2:

- (a) “**Trade Secrets**” means trade secrets including knowledge of and know-how in connection with the Group or any of its businesses or proposed products or businesses which are confidential as to require protection as trade secrets; and
- (b) “**other Confidential Information**” means:
  - (i) any information imparted to the Executive on the express basis that it is confidential; and
  - (ii) any other information or knowledge received or obtained by the Executive which if used, divulged or communicated to any person other than in accordance with Clause 9 would have infringed the restriction in that Clause.

11.6 Nothing in this Clause 11 (other than Clauses 11.2 and 11.7) shall apply to:

- (a) the direct or indirect holding of any securities listed on a stock exchange where the total voting rights exercisable at general meetings of the company concerned as represented by such holding do not exceed five per cent. of the total voting rights attaching to the securities of the same class as that held by the Executive and/or her Associates, provided that neither the Executive nor any of her Associates participates in or are otherwise involved in the management of the Company; or
- (b) the holding by the Executive or any of her Associates of any securities of the Company or its holding company.

11.7 The Executive warrants to and in favour of the Company that save through her interests and the interests of her Associates in the Company or her employment by the Company pursuant to this Agreement, neither her nor any of her Associates on the date of this Agreement engages or is interested in or is concerned with in Hong Kong, Macau, the PRC, or elsewhere of the world any of the specific businesses referred to in Clause 11.1(a)(iv). The representations and warranties contained in this Clause shall be deemed repeated by the Executive every day during the Term.

11.8 While the restrictions contained in this Clause 11 are considered by the parties to be reasonable in all the circumstances it is agreed that if any one or more of such restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate business of the Group but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording thereof were deleted,

restricted or limited in a particular manner, then the restriction contained in this Clause 11 shall apply with such deletion, restriction or limitation as the case may be.

- 11.9 In the event of and notwithstanding the expiry of the Term or its sooner determination, each of the parties covenants with and undertakes to the other that it or she will at all times and in all respects continue to observe and comply with the provisions of this Clause 11 during the periods stipulated in this Agreement.

## **12. SHARE DEALINGS**

The Executive 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 Articles in force for the time being in relation to dealings in shares, debentures or other securities of any member of the Group and in relation to unpublished price-sensitive or inside information affecting the shares, debentures or other securities of any member of the Group, including the provisions of SFO, provided always that in relation to overseas dealings the Executive shall also comply with all laws of the state and all regulations of the stock exchange, market or dealing system in which such dealings take place.

## **13. TERMINATION**

- 13.1 The Company may forthwith terminate the appointment of the Executive under this Agreement prior to the expiry of the Term by service of a notice in writing to such effect to the Executive if:
- (a) the Executive is or shall be disqualified or prohibited by law from acting as a director of any member of the Group under any applicable laws (including the Companies Ordinance) or by any rules, regulations, practice directions, practice notes or guidance letters of the Stock Exchange from acting as a director of the Company or is or shall be guilty of any breach of any rules, regulations, practice directions, practice notes or guidance letters in force from time to time;
  - (b) the Executive is or shall be guilty of any dishonesty, gross misconduct, wilful or serious default or gross negligence in the discharge of duties or shall commit any continued material breach of the terms of this Agreement after written warning (other than a breach capable of remedy which is remedied by the Executive to the satisfaction of the Board within 30 days upon her being called upon to do so in writing by the Board);
  - (c) the Executive is or shall be guilty of conduct likely to bring herself or any member of the Group into disrepute;
  - (d) the Executive is or shall become bankrupt or make any arrangement or composition with her creditors generally or has a receiving order made against her;
  - (e) any company (other than any member of the Group) in which the Executive is a director or a direct or indirect shareholder goes into liquidation or becomes

insolvent or suffers the presentation of a winding-up petition or analogous proceedings brought against it;

- (f) the Executive is or shall be convicted of any criminal offence (other than an offence which in the reasonable opinion of the Board does not affect her position in the Company);
- (g) the Executive persistently refuses to carry out any reasonable lawful order given to her in the course of her employment or persistently fails diligently to attend to her duties hereunder;
- (h) the Executive during the Term is or shall be absent (other than during periods of public or statutory holidays of Hong Kong or any leave, whether paid or unpaid, approved by the Company) for an aggregate period of over 60 working days;
- (i) there is any material or persistent deviation by the Executive from any matter or circumstances represented by her in the statement referred to in Clause 4.3(a);
- (j) the Executive is or shall be in material breach of any of the terms of the undertaking referred to in Clause 4.3(c).
- (k) the Executive is or shall become a lunatic or of unsound mind or a patient for any purpose of any statute relating to mental health;
- (l) the Executive is or shall become permanently incapacitated by illness or other like causes so as to prevent the Executive from performing her duties and obligations hereunder;
- (m) the Executive absents from the meetings of the Board during a continuous period of 6 months, without special leave of absence in writing from the Board, and her alternate director or proxy (if any) shall not during such period have attended in her stead;
- (n) the Executive is or will be convicted of any offence which in the reasonable opinion of the Board will seriously prejudice the performance of her duties hereunder, or in any way detrimental to the interests of the Company or any member of the Group, or be identified as an insider dealer under any statutory enactment or regulations relating to insider dealing in force from time to time; or
- (o) the Executive persistently without cause refuses to carry out any reasonable and lawful order given to her by the Board during the term of her employment hereunder or persistently fail to attend to her duties hereunder.

13.2 The Company may, if it is advised that it is not entitled under the Employment Ordinance to terminate this Agreement by immediate notice pursuant to Clause 13.1, terminate this Agreement upon the occurrence of any of the events specified in that Clause by 7 days' notice in writing served on the Executive and, in such event, the

“agreed period” for the purpose of section 6(2)(c) of the Employment Ordinance shall be 7 days.

- 13.3 The employment of the Executive hereunder shall terminate automatically in the event of her ceasing to be a director of the Company for whatever reason whether by reason of her not being re-elected as a director of the Company at any general meeting or by virtue of a resolution passed by the members of the Company in general meeting to remove her as a director.
- 13.4 The Executive shall have no claim against the Company for damages or otherwise by reason of termination under this Clause 13 and no delay or forbearance by the Company in exercising any such right of termination shall constitute a waiver of that right.

#### **14. EFFECT OF TERMINATION**

- 14.1 All information, documents, records, correspondence, client lists, accounts, statistics, drawings, equipment or other property relating to the businesses or affairs of any member of the Group (including all those items referred to in Clause 9) kept in the possession or under the control of the Executive and all copies thereof or extracts therefrom made by or on behalf of the Executive shall be and remain the property of the relevant member of the Group and shall be delivered up to the Company within 7 days upon the expiry of the Term or its sooner determination.
- 14.2 If the Executive is at any time appointed a director of any member of the Group, she shall on or after the expiry of the Term or its sooner determination resign in writing from any office held by her as such director and from all other offices held by her with any member of the Group and to execute an acknowledgment under seal to the effect that she has no claims against the Company or any other member of the Group (as the case may be) for compensation for loss of office, remuneration, severance payments or otherwise.
- 14.3 The Executive shall upon the expiry of Term or its sooner determination transfer, without payment and in such reasonable manner as the Company may require, all such shares in any of the Company’s subsidiaries or associated companies as are held by her as nominee for any member of the Group.
- 14.4 In the event of the Executive failing to take any of the actions required to be taken by her under Clauses 14.2 or 14.3 forthwith on written request by the Company, the Company is hereby irrevocably and by way of security appointed the attorney of the Executive to appoint such person in the name of and on behalf of the Executive 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 Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands, the Companies Ordinance, the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) and other applicable legislation. The Executive agrees to confirm and ratify such documents and acts.

#### **15. INDEMNITY**



- 15.1 The Company agrees to indemnify and hold harmless the Executive on written demand from and against any and all reasonable losses, claims, damages, liabilities, and expenses, including without limitation, any proceedings brought against the Executive, arising from the performance of her duties pursuant to or her appointment under this Agreement (the “**Losses**”), so far as permitted by law, except in any case where the matter in respect of which indemnification sought under this Clause was caused by, whether directly or indirectly, any fraud, dishonesty, negligence, gross misconduct, willful or serious default or neglect of the Executive and/or any authorized representative acting on behalf of the Executive.
- 15.2 The Company shall if so required by the Executive during the Term take out and maintain for the benefit of the Executive an insurance policy against director’s liability for such an amount and on such terms as to cover as the parties may reasonably agree.

**16. EFFECT OF RECONSTRUCTION**

The Executive acknowledges that if before the expiration of the Term, this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another company for the purposes of reconstruction or amalgamation and she is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions which are both in form and substance no less favourable taken as a whole than the provisions of this Agreement, she will have no claim against the Company in respect of such termination, provided that there is no change of business or control resulting from such reconstruction or amalgamation, otherwise the Executive shall be entitled to terminate this Agreement, but neither the Company nor the Executive shall have any claim in respect of such termination.

**17. ENTIRE AGREEMENT**

- 17.1 This Agreement embodies all the terms and provisions of and relating to the employment of the Executive by the Company and/or by any member of the Group.
- 17.2 The terms of this Agreement may only be varied in writing by the parties hereto or their duly authorised agents.

**18. PRIOR AGREEMENTS**

This Agreement is in substitution for and shall supersede all former and existing agreements or arrangements made orally or in writing for the employment of the Executive by any member of the Group, which shall be deemed to have been cancelled with effect from the date of this Agreement and no party shall have any claim in respect of any such superseded agreements or arrangements.

**19. SERVICE OF NOTICE**

- 19.1 Any notice, claim, demand, court process or other communication under this Agreement (collectively “**communication**” in this Clause 19) shall be in the English language or the Chinese language (If there is any discrepancy in the interpretation of the English, or Chinese versions, the English version prevails) and may be served or

given personally or sent to the address or facsimile numbers (if any) stated after the relevant party's name at the beginning of this Agreement or to such other address (which must be in Hong Kong) or facsimile numbers as may from time to time be notified in writing by one party to the other with specific reference to this Agreement, by the following means and the addressee of such communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:

<u>Means of despatch</u>	<u>Time of deemed receipt</u>
Local mail or courier	24 hours
Facsimile	on despatch
Air courier/Speedpost	3 days
Airmail	5 days

19.2 A communication served in accordance with Clause 19.1 shall be deemed sufficiently served and in proving service and/or receipt of a communication it shall be sufficient to prove that such communication was left at the addressee's address or that the envelope containing such communication was properly addressed and posted or dispatched to the addressee's address or that the communication was properly transmitted by facsimile to the addressee. In the case of facsimile transmission, such transmission shall be deemed properly transmitted on receipt of a satisfactory report of transmission printed out by the sending machine.

19.3 Nothing in this Clause 19 shall preclude the service of communication or the proof of such service by any mode permitted by law.

## **20. ASSIGNMENT**

Save as provided under Clause 3.2, none of the rights or duties of the Company or the Executive under this Agreement may be assigned, transferred, sub-contracted or delegated.

## **21. SEVERABILITY**

Any provision of this Agreement which is prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

## **22. INDEPENDENT LEGAL ADVICE**

The Executive hereby acknowledges that Stephenson Harwood only acts for the Company in connection with this Agreement. The Executive has been duly advised to seek independent legal advice in respect of this Agreement and to have had the opportunity to the same.

**23. PROPER LAW AND JURISDICTION**

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of Hong Kong and each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts and waives all defences to any action arising hereunder brought in the courts of Hong Kong on the ground that such action is brought in an inconvenient forum.

**24. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE**

Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.

*The remainder of this page is intentionally left blank  
and the signatures appear in the following page*

IN WITNESS whereof the parties hereto entered into this Agreement the day and year first above written.

**THE COMPANY**

**SIGNED**

for and on behalf of

**HERBS GENERATION**

**GROUP HOLDINGS LIMITED**

by Li Yat Sing Petras

one of its directors,

in the presence of :

Chan Oi Ling

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**THE EXECUTIVE**

**SIGNED** by )

Kwok Chi Yan Gammy )

in the presence of : )

Chan Oi Ling

  
Ser Ling

**Dated: 7 November 2024**

**HERBS GENERATION GROUP HOLDINGS LIMITED**  
**(as the Company)**

**AND**

**LI YAT SING PETRAS**  
**(as the Executive)**

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**EXECUTIVE DIRECTOR'S SERVICE AGREEMENT**

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**THIS AGREEMENT** is made on 7<sup>th</sup> day of November 2024

**BETWEEN:**

- (1) **HERBS GENERATION GROUP HOLDINGS LIMITED**, an exempted company with limited liability incorporated under the Companies Law, Chapter 22 of the Laws of the Cayman Islands, having been registered as a non-Hong Kong company under part 16 of the Companies Ordinance (as defined below), and having its registered office at 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9009, the Cayman Islands and whose principal place of business in Hong Kong is at Units 2309–10, 23/F, Laford Centre, No. 838 Lai Chi Kok Road, Kowloon, Hong Kong (the “**Company**”); and
- (2) **LI YAT SING PETRAS** (holder of Hong Kong identity card number: D230207(2)) of Flat A1, 20/F, Block 2, St. Martin, 12 Fo Chun Road, Tai Po, New Territories, Hong Kong (the “**Executive**”).

**WHEREAS:**

- A. The Company has agreed to employ the Executive and the Executive has agreed to serve the Company as an executive director of the Company on the terms and conditions set out below.

**NOW IT IS AGREED AS FOLLOWS:**

**1. DEFINITION AND INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires:

“ <b>Articles</b> ”	articles of association of the Company, as may be amended from time to time
“ <b>Associate(s)</b> ”	shall have the meaning ascribed thereto under the Listing Rules (as defined below)
“ <b>Board</b> ”	the board of directors of the Company from time to time
“ <b>business day</b> ”	a day (other than a Saturday, a Sunday or a public holiday in Hong Kong or any day where a “black” rainstorm warning or a tropical cyclone warning signal number 8 or above is in force in Hong Kong) on which the licensed banks are generally open for normal banking business in Hong Kong during its normal business hours
“ <b>Commencement Date</b> ”	7 May 2024

<b>“Companies Ordinance”</b>	the Companies Ordinance, Chapter 622 of the Laws of Hong Kong, as amended, supplemented or otherwise modified from time to time
<b>“Employment Ordinance”</b>	the Employment Ordinance, Chapter 57 of the Laws of Hong Kong, as amended, supplemented or otherwise modified from time to time
<b>“director(s)”</b>	the director(s) of the Company from time to time
<b>“Group”</b>	the Company and its subsidiaries from time to time, and <b>“member(s) of the Group”</b> shall be construed accordingly
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the PRC
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange, as may be amended from time to time
<b>“month(s)”</b>	calendar month(s)
<b>“PRC”</b>	the People’s Republic of China, which for the purpose of this Agreement, excludes Hong Kong, Macau and Taiwan
<b>“Salary”</b>	the salary payable by the Company to the Executive pursuant to Clause 5.1 of this Agreement
<b>“SFO”</b>	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited
<b>“subsidiary”</b>	shall have the same meaning ascribed thereto in Section 2 of the Companies Ordinance, and <b>“subsidiaries”</b> shall be construed accordingly
<b>“Term”</b>	the period from the Commencement Date until its expiry or termination, and the any renewed terms pursuant to Clauses 2 and 13 of this Agreement
<b>“this Agreement”</b>	this service agreement between the Company and the Executive, as may from time to time be amended, modified or supplemented
<b>“working day”</b>	Monday to Friday, in each case except where such day falls on a public or statutory holiday of Hong Kong
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong



1.2 In this Agreement:

- (a) references to Clauses and Sub-clauses in this Agreement are respectively to clauses and sub-clauses of this Agreement;
- (b) references to any ordinance, regulation or other statutory provision includes reference to such ordinance, regulation or statutory provision as may be modified, consolidated or re-enacted from time to time, and shall, where the context so permits or requires, be construed as including reference to the corresponding provisions of any earlier legislation (whether repealed or not) directly or indirectly amended, consolidated, extended, or replaced thereby or re-enacted therein, which may be applicable to any relevant tax year or other period, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant ordinance;
- (c) unless the context otherwise requires, words denoting a singular number include the plural and vice versa, words denoting one gender include both genders and the neuter and words denoting a person include a corporation, sole proprietorship, firm, joint venture or syndicate and, in each case, vice versa; and
- (d) the rule known as ejusdem generis shall not apply, so that words and phrases in general terms following or followed by specific examples shall be construed in the widest possible sense and shall not be construed as limited or related to the examples given.

1.3 The headings in this Agreement are for ease of reference only and do not form part of this Agreement and shall not affect the interpretation or construction of this Agreement.

**2. APPOINTMENT**

2.1 Subject to the terms set out in this Agreement, the Company hereby appoints the Executive and the Executive hereby accepts his appointment as an executive director of the Company with the duties described in Clause 3 for an initial term of three years from the Commencement Date (subject to rotation according to the Articles and the requirements of the Listing Rules at such time as may be required by the Board) renewable automatically for successive terms of three years each commencing from the day immediately after the expiry of the then current term of the Executive's appointment], unless terminated by not less than one month's notice in writing served by either party expiring at the end of the initial term or at any time thereafter. Unless otherwise agreed between the Company and the Executive, the same terms as set out in this Agreement shall apply to any renewed terms of appointment of the Executive, save as to the Salary, the applicable amount of which shall be such as may be prevailing in the immediately preceding term of this Agreement.

2.2 For the purposes only of Section 6(2)(c) of the Employment Ordinance, and subject to Clause 13.2, the "agreed period" during the initial term and any renewed term of the Executive's appointment hereunder shall be the unexpired period of the initial term and three months, respectively, and, where such unexpired period comprises seven days or less, seven days.

- 2.3 The Executive represents and warrants that he has full authority, power and capacity to enter into this Agreement and duly perform all of his obligations hereunder, and 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 all of his obligations and duties hereunder and he is not aware of any reason which may render him unsuitable to act as an executive director of the Company as at the date of this Agreement.
- 2.4 Under certain circumstances, the Executive may be subject to retirement by rotation and re-appointment in accordance with the Articles, the Companies Ordinance and the Listing Rules.

### **3. DUTIES**

- 3.1 The Executive hereby undertakes with the Company that, during the continuance of this Agreement he shall use his best endeavours to carry out his duties under this Agreement, to protect, promote and act in the best interests and welfare of the Group and the shareholders of the Company as a whole.
- 3.2 Without prejudice to the generality of Clause 3.1, the Executive shall, during the Term:
- (a) serve the Company in the capacity of a director of the Company with such executive and management responsibilities and duties with regard to the operations of the Group and the development and expansion of its business as the Board may reasonably direct;
  - (b) unless prevented by ill-health or engaged in businesses or offices in which the Executive is permitted to engage under Clause 4, devote a substantial part of his time, attention and abilities during normal business hours and such additional hours as may reasonably be required to administer, supervise and manage the business of the Group and use his best endeavours to promote the business interests and welfare of the Group and manage and supervise the business of the Group;
  - (c) faithfully and diligently perform all such duties as shall be reasonably required by the Board and carry out all lawful and reasonable instructions of the Board according to the best of his skill and ability and in compliance with all resolutions and regulations from time to time passed or given by shareholders of the Company in general meeting and/or the Board;
  - (d) in pursuance of his duties hereunder perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices (including other directorships) in the Group as the Board may from time to time reasonably require provided the same are consistent with his office;
  - (e) at all times keep the Board promptly and fully informed of all matters relating to or in connection with the performance and exercise of his duties and powers under this Agreement;

- (f) perform such other duties and exercise such other powers which the Board may from time to time properly assign to him in his capacity as an executive director subject to such resolutions, regulations or directions as to the scope of his duties or authority or manner of carrying out the same as may be made or given by the Board from time to time;
- (g) disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by the Executive including all interests in the securities required to be disclosed by the Executive under the SFO and all interests in the business which may be competing with the business of the Group from time to time;
- (h) under the leadership of the Board, use his best endeavours and exercise the best of his skills and abilities to promote, manage and develop the business, welfare and activities of the Company and other members of the Group and be accountable to the Board and the shareholders of the Company as a whole and carry out his duties in a proper, loyal and efficient manner;
- (i) act honestly and in good faith in the interests of the Company and the shareholders as a whole;
- (j) act for proper purpose and not use his position and power in the Company as a means to obtain personal gains, not accept commissions in connection with the Company's transactions, not accept bribes or any other unlawful income, and not expropriate in any way the Company's property, including but without limitation, not usurp the Company's business opportunities;
- (k) be answerable to the Company for the application or misapplication of its assets and use of the Company's property for his own benefit without the informed consent of shareholders of the Company in general meeting;
- (l) avoid actual and potential conflicts of interest and duty;
- (m) disclose fully and fairly his interests in contracts with the Company and comply with the stipulations of the Articles, the Listing Rules and other relevant laws and regulations;
- (n) apply such degree of skill, care and diligence as may reasonably be expected of a person of the knowledge and experience and holding the office within the Company; and
- (o) perform all duties required to be performed by him as an executive director of the Company as set out in the Articles.

3.2 The Executive shall, if and so long as he is required by the Company and in consideration of the Salary, carry out the duties of his office on behalf of any member of the Group, act as director, officer or employee of any member of the Group and carry out such duties attendant on any such appointment as if they were duties to be performed by him on behalf of the Company under this Agreement and, if so required by the Company, enter into the appropriate secondment agreement for such purpose

with other members of the Group on the same terms as this Agreement mutatis mutandis (so far as applicable and save as regards all entitlements to the Salary or other benefits whatsoever, which shall not apply).

- 3.3. The Company may from time to time and at any time assign any title to the Executive and any other duties to the Executive in addition to or in substitution of any title then held by the Executive (including, for the avoidance of doubt, that of a director of any member of the Group) and the duties (if any) then assigned to him.
- 3.4 The Executive shall work at any place in Hong Kong, the PRC, or any part of the world which the Board may from time to time require for the proper performance and exercise of his duties and powers under this Agreement.
- 3.5 The Executive shall exercise his best endeavours to procure the Company's compliance with the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Articles, and all applicable laws, rules, regulations, guidelines and practice notes which are binding on or applicable to the Group or the Executive including, without prejudice to the generality of the foregoing, Corporate Governance Code, Model Code for Securities Transactions by Directors of Listed Issuers for the time being in force and the Executive's undertaking to the Stock Exchange.

#### **4. OUTSIDE INTERESTS**

- 4.1 Subject to Clause 4.2, the Executive shall not at any time during the Term without the prior written consent of the Board be or become a director of any company (other than the Company or any other member of the Group) or be engaged, concerned or interested whether directly or indirectly in any other business, trade or occupation.
- 4.2 Nothing in this Agreement shall prevent the Executive from:
  - (a) being engaged, concerned or interested in any other business, trade or occupation with the prior written consent of the Board (such consent shall not be unreasonably withheld);
  - (b) subject to Clause 11.6(a), holding or being beneficially interested in any class of securities in any company if such class of securities is listed on a stock exchange and the relevant company does not carry on any business which competes in any way with the business of the Group; or
  - (c) being a director of any company in which his appointment as director was prior to the date of this Agreement.
- 4.3 The following provisions shall apply in relation to any application for consent under Clause 4.2(a):
  - (a) the Executive shall furnish the Board a detailed statement of the exact nature of the business, trade or occupation in which he wishes to engage, the exact nature of the duties and obligations imposed on and the extent of commitment required of or to be assumed by him and the amount of time that he intends to

devote and is likely to be devoted for such purpose and such other documents or information as the Board consider necessary in respect of such application and may require from time to time;

- (b) if the Board is reasonably satisfied that the nature of the business, trade or occupation in which the Executive wishes to engage is unlikely to compete with the Group and that the time likely to be devoted by the Executive for such business, trade or occupation is unlikely to adversely affect the Executive managing business of the Group and performing his duties and obligations, written consent shall be given to the Executive for his engagement in such business, trade or occupation; and
- (c) the Executive shall (as a condition precedent to such consent) furnish the Board an undertaking that the matter represented in the statement referred to in Clause 4.3(a) will at all times during the Term remain true and accurate and that he will not during the Term act in variance thereof.

## **5. REMUNERATION AND EXPENSES**

- 5.1 The Company shall (subject to Clause 6) during the Term pay or procure its subsidiaries to pay to the Executive a Salary of nil for each month of the Term (subject to annual review and excluding any discretionary bonus) in compliance with the provisions of the Articles for the time being in force, determine from time to time in its absolute discretion.
- 5.2 The Salary (if any) shall be payable on the last working day of every month during the Term or, if that day is not a business day, on the immediately preceding business day. Such payment date may be varied by the Company from time to time but the Salary for a particular month shall not be paid later than the last day of that month in any event.
- 5.3 The amount of the Salary will be reviewed by the Company each year during the Term by the remuneration committee of the Company (the “**Remuneration Committee**”). Any adjustment of Salary of the Executive must be recommended by the Remuneration Committee and approved by a majority in number of the members of the Board provided that the Executive shall abstain from voting and not be counted in the quorum in respect of the resolution regarding the remuneration in relation to himself. Any increase in Salary shall, unless specified by the Board, become effective for all periods after January of the year in which it is notified to the Executive.
- 5.4 The Executive shall also be entitled to medical benefits as may be provided under the Company’s medical benefits scheme, if any.
- 5.5 Payment of such bonus shall be made on an annual basis. The Executive may not vote on any resolution of the Board regarding the payment and/or the amount of the management bonus payable to the executive directors of the Company.
- 5.6 The Executive may, at the discretion of the Board, be granted share options or share awards entitling the Executive to subscribe for shares or shares in the capital of Company under any share scheme from time to time adopted by the Company.

- 5.7 The Company shall reimburse the Executive of all reasonable out-of-pocket expenses properly incurred by the Executive in connection with the performance of the duties of the Executive under this Agreement, in each case, subject to such expenses being evidenced and vouched for in such manner as the Board may reasonably require.
- 5.8 The following arrangements shall apply whenever the Executive is required to travel outside Hong Kong in the performance of his duties under this Agreement:
- (a) full reimbursement shall be made to the Executive for meal expenses reasonably incurred by him;
  - (b) full reimbursement shall be made to the Executive for all travelling expenses reasonably incurred by him; and
  - (c) accommodation at international class hotels shall be provided to the Executive,

## **6. SICK LEAVE ENTITLEMENTS**

The Executive shall be entitled to his full Salary during any period of absence due to ill-health or sickness properly evidenced and vouched for in accordance with the reasonable requirements of the Board provided that the aggregate period of absence in any 12 months' period does not exceed 60 working days.

## **7. RETIREMENT FUND SCHEME PARTICIPATION**

- 7.1 The Executive shall be entitled during the Term to participate in and the Company shall procure that the Executive is offered participation in the Group's Mandatory Provident Fund Scheme (the "**MPF Scheme**") in accordance with the relevant laws and regulations. Contributions will be paid by the Company to the MPF Scheme in respect of the Executive and the Executive will also be required to contribute to the MPF Scheme, such contributions being deducted from the Executive's Salary. The level of the contributions to be paid to the MPF Scheme will be as specified in the Mandatory Provident Fund Schemes Ordinance.

## **8. HOLIDAYS**

- 8.1 The Executive shall not be entitled to paid leave of working days (in addition to the usual public and statutory holidays) for every consecutive period of 12 months.
- 8.2 For the purposes of the Employment Ordinance, the "leave period" of the Executive shall end on 31 December of each year.

## **9. CONFIDENTIALITY**

The Executive shall not to and shall procure his Associates not to, either at any time during or after the Term, use, divulge or communicate to or cause or enable any third party (other than any officer or employee of any member of the Group whose province is to know the same) to become aware of or use, take away, conceal, destroy or retain

for his own or some other person's advantage or to the detriment of any member of the Group any secret, confidential or other document and information (whether marked as confidential or not), including but not limited to any of the intellectual property, technological knowhow or information used or applied or which may be used or applied by the Group in relation to its business or potential business or which the Group has obtained from any third party on terms that restrict its disclosure or use, other confidential technical information, any of the trade secrets, client list, accounts, financial or trading information or other confidential or personal information which the Executive may receive or obtain in relation to the business, finances, dealings or affairs of any member of the Group or any principal, joint venture partner, contracting party or client of the Group including any information regarding the products, services, research programme, projects or other technical data, knowhow or specifications, whether in human or machine readable form and whether stored electronically or otherwise, or the finances, proposals, contractual arrangements, principals, joint venture partners, contracting parties, clients, employees or agents of any member of the Group, provided that the provisions of this Clause shall not apply to any information or material which is in the public domain other than as a result of any unauthorised disclosure. This Clause shall survive notwithstanding termination of this Agreement.

## **10. COPYRIGHT AND INVENTIONS**

- 10.1 In consideration of the Salary payable to the Executive under this Agreement, the Executive acknowledges that all intellectual property rights, including copyright, patent, design, trade and service marks, created as a result from or by anything arising in the course of or in connection with his employment under this Agreement (in particular but without limitation rights to all concepts, designs, drawings, sketches, schemes, models and specifications, whether in human or machine readable form and whether stored electronically or otherwise) shall belong absolutely to the Company and the Executive hereby assigns the same to the Company by way of present and future assignment to hold the same unto the Company absolutely throughout all countries and places of the world.
- 10.2 If at any time during the Term, the Executive shall either alone or jointly make, discover or acquire any business concept or idea, invention, discovery, design, copyright work, development, improvement, process and secret whatsoever or any interest therein (whether the subject of letters patent or not) which shall relate to or concern any of the services, products or methods of conducting business or the production of any matter whatsoever of or by any member of the Group or any of the clients of the Group (hereafter together referred to as an “**Invention**”) or if details of any Invention shall be communicated to the Executive by any other employee of any member of the Group, then:
- (a) the Executive shall forthwith in writing communicate full details thereof including all necessary plans and models to the Board promptly or as the Board may direct;
  - (b) any Invention made or discovered by the Executive or his share therein if made or discovered jointly shall belong to and be the absolute property of the relevant member of the Group;

- (c) at the request of the relevant member of the Group and both during the Term and after its expiry or termination the Executive shall at the expense of that member of the Group or its nominee as part of his duties under this Agreement join with and assist that member of the Group or its nominee in obtaining and/or renewing letters patent, copyright, design and/or trade or service mark registration or other like protection in such countries as the Board may direct for any Invention and shall execute such deeds and documents and carry out such acts as may be necessary for vesting in that member of the Group or its nominee as the case may be the sole beneficial right in any Invention; and
- (d) none of the members of the Group shall be under any liability to account to the Executive for any revenue or profit derived or resulting from any Invention.

10.3 The Executive hereby irrevocably and by way of security appoints each director of each member of the Group from time to time to be his attorney and in his name and on his behalf to do and execute any such act or instrument as may be necessary for the purpose of implementing the provisions of this Clause 10. The Executive agrees to confirm and ratify all such acts and instruments.

## **11. RESTRICTIVE COVENANTS**

11.1 The Executive covenants with and undertakes to the Company that he shall not and that he will procure that none of his Associates will:

- (a) at any time during the Term or within 6 months from the date of the expiry or the sooner determination of the Term in any part of the world either alone or jointly with or as manager or agent for any person, firm or company directly or indirectly and whether or not for gain:
  - (i) engage, employ or solicit for employment by any person whether directly or indirectly in any business any employee, former employee, agent or former agent of any member of the Group (save and except former employees whose employment with the Group has been terminated for a period of not less than 6 months prior to their engagement by the Executive); or
  - (ii) be interested in any project or proposal on behalf of or for the benefit of any person who within 6 months prior to the expiry or sooner determination of the Term is a principal, joint venture partner, contracting party or client or a potential principal, joint venture partner, contracting party, supplier or client of the Group or an Associate of any of the foregoing and, for this purpose, a potential principal, joint venture partner, contracting party, supplier or client is any person to whom the Group has made a proposal or presentation with a view to securing appointment as a consultant or the provision of services of the Group, co-operation for a business venture or undertaking, the entering into any material contract for the development of the Group's business or instructions for an assignment;



- (iii) be interested in any project or proposal for the acquisition, turning to account, development of or investment in:
      - (aa) any business or asset in which any member of the Group was during the Term considering to acquire, turn to account, develop or invest, unless the Group shall have decided against such acquisition, turning to account, development or investment or invited the Executive or his Associates in writing to participate in, or consented in writing to the Executive or his Associates' acquisition, turning to account or development of or investment in, such business or asset; or
      - (bb) any asset of any member of the Group, unless such asset is offered by the relevant member of the Group for sale to, turning to account or development by third parties; or
    - (iv) be engaged or interested in or concerned with any principal businesses carried on from time to time by any member of the Group during the Term;
  - (b) at any time after the expiry of the Term or its sooner determination use for any purpose whatsoever the name or trading style of any member of the Group in Hong Kong, Macau, the PRC, or any other part of the world or represent himself or themselves as carrying on or continuing or being connected with any member of the Group or (where applicable) any of its shareholders or their respective business.
- 11.2 Since the Executive has obtained and is likely to obtain in the course of his employment hereunder Trade Secrets (as defined below) and other Confidential Information (as defined below) and since the Executive has obtained and is likely to obtain during the course of his employment hereunder personal knowledge and influence over principals, joint venture partners, contracting parties, clients, staff, officers and agents of the Group, the Executive hereby agrees with the Company that in addition to the restriction contained in Clause 9 he will and will procure his Associates not to, either not at any time during or for a period of 6 months after the expiry of the Term or its sooner determination use either on his own account or for others or partly for himself and partly for others or to the detriment of any member of the Group such Trade Secrets or other Confidential Information, save in each case with the prior written consent of the Company.
- 11.3 The Company hereby covenants with and undertakes in favour of the Executive that neither it nor any member of the Group will after the expiry of the Term or its sooner determination use the Executive's name or represent that the Executive is carrying on or continuing to be or being connected with any member of the Group or their businesses whether in Hong Kong, Macau, the PRC, or elsewhere.
- 11.4 For the purposes of Clause 11.1:
- (a) **“employee”** includes any staff of any of the sub-contractors of any member of the Group or any successors thereof; and

- (b) “**assets**” include intellectual property rights and know-how of all forms and descriptions (whether or not being secret or confidential) that are related to any of the principal businesses carried on from time to time by any member of the Group during the Term and all licences and rights to use or apply any such rights or know-how.

11.5 For the purposes of Clause 11.2:

- (a) “**Trade Secrets**” means trade secrets including knowledge of and know-how in connection with the Group or any of its businesses or proposed products or businesses which are confidential as to require protection as trade secrets; and
- (b) “**other Confidential Information**” means:
  - (i) any information imparted to the Executive on the express basis that it is confidential; and
  - (ii) any other information or knowledge received or obtained by the Executive which if used, divulged or communicated to any person other than in accordance with Clause 9 would have infringed the restriction in that Clause.

11.6 Nothing in this Clause 11 (other than Clauses 11.2 and 11.7) shall apply to:

- (a) the direct or indirect holding of any securities listed on a stock exchange where the total voting rights exercisable at general meetings of the company concerned as represented by such holding do not exceed five per cent. of the total voting rights attaching to the securities of the same class as that held by the Executive and/or his Associates, provided that neither the Executive nor any of his Associates participates in or are otherwise involved in the management of the Company; or
- (b) the holding by the Executive or any of his Associates of any securities of the Company or its holding company.

11.7 The Executive warrants to and in favour of the Company that save through his interests and the interests of his Associates in the Company or his employment by the Company pursuant to this Agreement, neither him nor any of his Associates on the date of this Agreement engages or is interested in or is concerned with in Hong Kong, Macau, the PRC, or elsewhere of the world any of the specific businesses referred to in Clause 11.1(a)(iv). The representations and warranties contained in this Clause shall be deemed repeated by the Executive every day during the Term.

11.8 While the restrictions contained in this Clause 11 are considered by the parties to be reasonable in all the circumstances it is agreed that if any one or more of such restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate business of the Group but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording thereof were deleted,

restricted or limited in a particular manner, then the restriction contained in this Clause 11 shall apply with such deletion, restriction or limitation as the case may be.

- 11.9 In the event of and notwithstanding the expiry of the Term or its sooner determination, each of the parties covenants with and undertakes to the other that it or he will at all times and in all respects continue to observe and comply with the provisions of this Clause 11 during the periods stipulated in this Agreement.

## **12. SHARE DEALINGS**

The Executive 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 Articles in force for the time being in relation to dealings in shares, debentures or other securities of any member of the Group and in relation to unpublished price-sensitive or inside information affecting the shares, debentures or other securities of any member of the Group, including the provisions of SFO, provided always that in relation to overseas dealings the Executive shall also comply with all laws of the state and all regulations of the stock exchange, market or dealing system in which such dealings take place.

## **13. TERMINATION**

- 13.1 The Company may forthwith terminate the appointment of the Executive under this Agreement prior to the expiry of the Term by service of a notice in writing to such effect to the Executive if:
- (a) the Executive is or shall be disqualified or prohibited by law from acting as a director of any member of the Group under any applicable laws (including the Companies Ordinance) or by any rules, regulations, practice directions, practice notes or guidance letters of the Stock Exchange from acting as a director of the Company or is or shall be guilty of any breach of any rules, regulations, practice directions, practice notes or guidance letters in force from time to time;
  - (b) the Executive is or shall be guilty of any dishonesty, gross misconduct, wilful or serious default or gross negligence in the discharge of duties or shall commit any continued material breach of the terms of this Agreement after written warning (other than a breach capable of remedy which is remedied by the Executive to the satisfaction of the Board within 30 days upon his being called upon to do so in writing by the Board);
  - (c) the Executive is or shall be guilty of conduct likely to bring himself or any member of the Group into disrepute;
  - (d) the Executive is or shall become bankrupt or make any arrangement or composition with his creditors generally or has a receiving order made against him;
  - (e) any company (other than any member of the Group) in which the Executive is a director or a direct or indirect shareholder goes into liquidation or becomes

insolvent or suffers the presentation of a winding-up petition or analogous proceedings brought against it;

- (f) the Executive is or shall be convicted of any criminal offence (other than an offence which in the reasonable opinion of the Board does not affect his position in the Company);
- (g) the Executive persistently refuses to carry out any reasonable lawful order given to him in the course of his employment or persistently fails diligently to attend to his duties hereunder;
- (h) the Executive during the Term is or shall be absent (other than during periods of public or statutory holidays of Hong Kong or any leave, whether paid or unpaid, approved by the Company) for an aggregate period of over 60 working days;
- (i) there is any material or persistent deviation by the Executive from any matter or circumstances represented by him in the statement referred to in Clause 4.3(a);
- (j) the Executive is or shall be in material breach of any of the terms of the undertaking referred to in Clause 4.3(c).
- (k) the Executive is or shall become a lunatic or of unsound mind or a patient for any purpose of any statute relating to mental health;
- (l) the Executive is or shall become permanently incapacitated by illness or other like causes so as to prevent the Executive from performing his duties and obligations hereunder;
- (m) the Executive absents from the meetings of the Board during a continuous period of 6 months, without special leave of absence in writing from the Board, and his alternate director or proxy (if any) shall not during such period have attended in his stead;
- (n) the Executive is or will be convicted of any offence which in the reasonable opinion of the Board will seriously prejudice the performance of his duties hereunder, or in any way detrimental to the interests of the Company or any member of the Group, or be identified as an insider dealer under any statutory enactment or regulations relating to insider dealing in force from time to time; or
- (o) the Executive persistently without cause refuses to carry out any reasonable and lawful order given to him by the Board during the term of his employment hereunder or persistently fail to attend to his duties hereunder.

13.2 The Company may, if it is advised that it is not entitled under the Employment Ordinance to terminate this Agreement by immediate notice pursuant to Clause 13.1, terminate this Agreement upon the occurrence of any of the events specified in that Clause by 7 days' notice in writing served on the Executive and, in such event, the

“agreed period” for the purpose of section 6(2)(c) of the Employment Ordinance shall be 7 days.

- 13.3 The employment of the Executive hereunder shall terminate automatically in the event of his ceasing to be a director of the Company for whatever reason whether by reason of his not being re-elected as a director of the Company at any general meeting or by virtue of a resolution passed by the members of the Company in general meeting to remove him as a director.
- 13.4 The Executive shall have no claim against the Company for damages or otherwise by reason of termination under this Clause 13 and no delay or forbearance by the Company in exercising any such right of termination shall constitute a waiver of that right.

#### **14. EFFECT OF TERMINATION**

- 14.1 All information, documents, records, correspondence, client lists, accounts, statistics, drawings, equipment or other property relating to the businesses or affairs of any member of the Group (including all those items referred to in Clause 9) kept in the possession or under the control of the Executive and all copies thereof or extracts therefrom made by or on behalf of the Executive shall be and remain the property of the relevant member of the Group and shall be delivered up to the Company within 7 days upon the expiry of the Term or its sooner determination.
- 14.2 If the Executive is at any time appointed a director of any member of the Group, he shall on or after the expiry of the Term 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 to execute an acknowledgment under seal to the effect that he has no claims against the Company or any other member of the Group (as the case may be) for compensation for loss of office, remuneration, severance payments or otherwise.
- 14.3 The Executive shall upon the expiry of Term or its sooner determination transfer, without payment and in such reasonable 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 any member of the Group.
- 14.4 In the event of the Executive failing to take any of the actions required to be taken by him under Clauses 14.2 or 14.3 forthwith on written request by the Company, the Company is hereby irrevocably and by way of security appointed the attorney of the Executive to appoint such person in the name of and on behalf of the Executive 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 Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands, the Companies Ordinance, the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) and other applicable legislation. The Executive agrees to confirm and ratify such documents and acts.

#### **15. INDEMNITY**

- 15.1 The Company agrees to indemnify and hold harmless the Executive on written demand from and against any and all reasonable losses, claims, damages, liabilities, and expenses, including without limitation, any proceedings brought against the Executive, arising from the performance of his duties pursuant to or his appointment under this Agreement (the “**Losses**”), so far as permitted by law, except in any case where the matter in respect of which indemnification sought under this Clause was caused by, whether directly or indirectly, any fraud, dishonesty, negligence, gross misconduct, willful or serious default or neglect of the Executive and/or any authorized representative acting on behalf of the Executive.
- 15.2 The Company shall if so required by the Executive during the Term take out and maintain for the benefit of the Executive an insurance policy against director’s liability for such an amount and on such terms as to cover as the parties may reasonably agree.

**16. EFFECT OF RECONSTRUCTION**

The Executive acknowledges that if before the expiration of the Term, this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another company for the purposes of reconstruction or amalgamation and he is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions which are both in form and substance no less favourable taken as a whole than the provisions of this Agreement, he will have no claim against the Company in respect of such termination, provided that there is no change of business or control resulting from such reconstruction or amalgamation, otherwise the Executive shall be entitled to terminate this Agreement, but neither the Company nor the Executive shall have any claim in respect of such termination.

**17. ENTIRE AGREEMENT**

- 17.1 This Agreement embodies all the terms and provisions of and relating to the employment of the Executive by the Company and/or by any member of the Group.
- 17.2 The terms of this Agreement may only be varied in writing by the parties hereto or their duly authorised agents.

**18. PRIOR AGREEMENTS**

This Agreement is in substitution for and shall supersede all former and existing agreements or arrangements made orally or in writing for the employment of the Executive by any member of the Group, which shall be deemed to have been cancelled with effect from the date of this Agreement and no party shall have any claim in respect of any such superseded agreements or arrangements.

**19. SERVICE OF NOTICE**

- 19.1 Any notice, claim, demand, court process or other communication under this Agreement (collectively “**communication**” in this Clause 19) shall be in the English language or the Chinese language (If there is any discrepancy in the interpretation of the English, or Chinese versions, the English version prevails) and may be served or

given personally or sent to the address or facsimile numbers (if any) stated after the relevant party's name at the beginning of this Agreement or to such other address (which must be in Hong Kong) or facsimile numbers as may from time to time be notified in writing by one party to the other with specific reference to this Agreement, by the following means and the addressee of such communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:

<u>Means of despatch</u>	<u>Time of deemed receipt</u>
Local mail or courier	24 hours
Facsimile	on despatch
Air courier/Speedpost	3 days
Airmail	5 days

19.2 A communication served in accordance with Clause 19.1 shall be deemed sufficiently served and in proving service and/or receipt of a communication it shall be sufficient to prove that such communication was left at the addressee's address or that the envelope containing such communication was properly addressed and posted or dispatched to the addressee's address or that the communication was properly transmitted by facsimile to the addressee. In the case of facsimile transmission, such transmission shall be deemed properly transmitted on receipt of a satisfactory report of transmission printed out by the sending machine.

19.3 Nothing in this Clause 19 shall preclude the service of communication or the proof of such service by any mode permitted by law.

## **20. ASSIGNMENT**

Save as provided under Clause 3.2, none of the rights or duties of the Company or the Executive under this Agreement may be assigned, transferred, sub-contracted or delegated.

## **21. SEVERABILITY**

Any provision of this Agreement which is prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

## **22. INDEPENDENT LEGAL ADVICE**

The Executive hereby acknowledges that Stephenson Harwood only acts for the Company in connection with this Agreement. The Executive has been duly advised to seek independent legal advice in respect of this Agreement and to have had the opportunity to the same.

**23. PROPER LAW AND JURISDICTION**

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of Hong Kong and each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts and waives all defences to any action arising hereunder brought in the courts of Hong Kong on the ground that such action is brought in an inconvenient forum.

**24. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE**

Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.

*The remainder of this page is intentionally left blank  
and the signatures appear in the following page*



IN WITNESS whereof the parties hereto entered into this Agreement the day and year first above written.

**THE COMPANY**

**SIGNED** )

for and on behalf of )

**HERBS GENERATION** )



**GROUP HOLDINGS LIMITED** )

by Kwok Chi Yan Gammy )

one of its directors, )

in the presence of : )

Chan Oi Ling

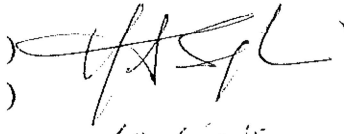

**THE EXECUTIVE**

**SIGNED** by )

Li Yat Sing Petras )

in the presence of : )

Chan O. Ling

**Dated: 7 November 2024**

**HERBS GENERATION GROUP HOLDINGS LIMITED**  
**(as the Company)**

**AND**

**YOUNG YUEN PIK**  
**(as the Executive)**

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**EXECUTIVE DIRECTOR'S SERVICE AGREEMENT**

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**THIS AGREEMENT** is made on 7<sup>th</sup> day of November 2024

**BETWEEN:**

- (1) **HERBS GENERATION GROUP HOLDINGS LIMITED**, an exempted company with limited liability incorporated under the Companies Law, Chapter 22 of the Laws of the Cayman Islands, having been registered as a non-Hong Kong company under part 16 of the Companies Ordinance (as defined below), and having its registered office at 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9009, the Cayman Islands and whose principal place of business in Hong Kong is at Units 2309–10, 23/F, Laford Centre, No. 838 Lai Chi Kok Road, Kowloon, Hong Kong (the “**Company**”); and
- (2) **YOUNG YUEN PIK** (holder of Hong Kong identity card number: G065477(8)) of Flat LD, 65/F, Tower 9, Phase 2C, Lohas Park, Tseung Kwan O, New Territories, Hong Kong (the “**Executive**”).

**WHEREAS:**

- A. The Company has agreed to employ the Executive and the Executive has agreed to serve the Company as an executive director of the Company on the terms and conditions set out below.

**NOW IT IS AGREED AS FOLLOWS:**

**1. DEFINITION AND INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires:

“ <b>Articles</b> ”	articles of association of the Company, as may be amended from time to time
“ <b>Associate(s)</b> ”	shall have the meaning ascribed thereto under the Listing Rules (as defined below)
“ <b>Board</b> ”	the board of directors of the Company from time to time
“ <b>business day</b> ”	a day (other than a Saturday, a Sunday or a public holiday in Hong Kong or any day where a “black” rainstorm warning or a tropical cyclone warning signal number 8 or above is in force in Hong Kong) on which the licensed banks are generally open for normal banking business in Hong Kong during its normal business hours
“ <b>Commencement Date</b> ”	7 May 2024

<b>“Companies Ordinance”</b>	the Companies Ordinance, Chapter 622 of the Laws of Hong Kong, as amended, supplemented or otherwise modified from time to time
<b>“Employment Ordinance”</b>	the Employment Ordinance, Chapter 57 of the Laws of Hong Kong, as amended, supplemented or otherwise modified from time to time
<b>“director(s)”</b>	the director(s) of the Company from time to time
<b>“Group”</b>	the Company and its subsidiaries from time to time, and <b>“member(s) of the Group”</b> shall be construed accordingly
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the PRC
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange, as may be amended from time to time
<b>“month(s)”</b>	calendar month(s)
<b>“PRC”</b>	the People’s Republic of China, which for the purpose of this Agreement, excludes Hong Kong, Macau and Taiwan
<b>“Salary”</b>	the salary payable by the Company to the Executive pursuant to Clause 5.1 of this Agreement
<b>“SFO”</b>	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited
<b>“subsidiary”</b>	shall have the same meaning ascribed thereto in Section 2 of the Companies Ordinance, and <b>“subsidiaries”</b> shall be construed accordingly
<b>“Term”</b>	the period from the Commencement Date until its expiry or termination, and the any renewed terms pursuant to Clauses 2 and 13 of this Agreement
<b>“this Agreement”</b>	this service agreement between the Company and the Executive, as may from time to time be amended, modified or supplemented
<b>“working day”</b>	Monday to Friday, in each case except where such day falls on a public or statutory holiday of Hong Kong
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong

1.2 In this Agreement:

- (a) references to Clauses and Sub-clauses in this Agreement are respectively to clauses and sub-clauses of this Agreement;
- (b) references to any ordinance, regulation or other statutory provision includes reference to such ordinance, regulation or statutory provision as may be modified, consolidated or re-enacted from time to time, and shall, where the context so permits or requires, be construed as including reference to the corresponding provisions of any earlier legislation (whether repealed or not) directly or indirectly amended, consolidated, extended, or replaced thereby or re-enacted therein, which may be applicable to any relevant tax year or other period, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant ordinance;
- (c) unless the context otherwise requires, words denoting a singular number include the plural and vice versa, words denoting one gender include both genders and the neuter and words denoting a person include a corporation, sole proprietorship, firm, joint venture or syndicate and, in each case, vice versa; and
- (d) the rule known as ejusdem generis shall not apply, so that words and phrases in general terms following or followed by specific examples shall be construed in the widest possible sense and shall not be construed as limited or related to the examples given.

1.3 The headings in this Agreement are for ease of reference only and do not form part of this Agreement and shall not affect the interpretation or construction of this Agreement.

**2. APPOINTMENT**

- 2.1 Subject to the terms set out in this Agreement, the Company hereby appoints the Executive and the Executive hereby accepts her appointment as an executive director of the Company with the duties described in Clause 3 for an initial term of three years from the Commencement Date (subject to rotation according to the Articles and the requirements of the Listing Rules at such time as may be required by the Board) renewable automatically for successive terms of three years each commencing from the day immediately after the expiry of the then current term of the Executive's appointment, unless terminated by not less than one month's notice in writing served by either party expiring at the end of the initial term or at any time thereafter. Unless otherwise agreed between the Company and the Executive, the same terms as set out in this Agreement shall apply to any renewed terms of appointment of the Executive, save as to the Salary, the applicable amount of which shall be such as may be prevailing in the immediately preceding term of this Agreement.
- 2.2 For the purposes only of Section 6(2)(c) of the Employment Ordinance, and subject to Clause 13.2, the "agreed period" during the initial term and any renewed term of the Executive's appointment hereunder shall be the unexpired period of the initial term and three months, respectively, and, where such unexpired period comprises seven days or less, seven days.

- 2.3 The Executive represents and warrants that she has full authority, power and capacity to enter into this Agreement and duly perform all of her obligations hereunder, and she is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits her from entering into this Agreement or from performing all of her obligations and duties hereunder and she is not aware of any reason which may render her unsuitable to act as an executive director of the Company as at the date of this Agreement.
- 2.4 Under certain circumstances, the Executive may be subject to retirement by rotation and re-appointment in accordance with the Articles, the Companies Ordinance and the Listing Rules.

### **3. DUTIES**

- 3.1 The Executive hereby undertakes with the Company that, during the continuance of this Agreement she shall use her best endeavours to carry out her duties under this Agreement, to protect, promote and act in the best interests and welfare of the Group and the shareholders of the Company as a whole.
- 3.2 Without prejudice to the generality of Clause 3.1, the Executive shall, during the Term:
- (a) serve the Company in the capacity of a director of the Company with such executive and management responsibilities and duties with regard to the operations of the Group and the development and expansion of its business as the Board may reasonably direct;
  - (b) unless prevented by ill-health or engaged in businesses or offices in which the Executive is permitted to engage under Clause 4, devote a substantial part of her time, attention and abilities during normal business hours and such additional hours as may reasonably be required to administer, supervise and manage the business of the Group and use her best endeavours to promote the business interests and welfare of the Group and manage and supervise the business of the Group;
  - (c) faithfully and diligently perform all such duties as shall be reasonably required by the Board and carry out all lawful and reasonable instructions of the Board according to the best of her skill and ability and in compliance with all resolutions and regulations from time to time passed or given by shareholders of the Company in general meeting and/or the Board;
  - (d) in pursuance of her duties hereunder perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices (including other directorships) in the Group as the Board may from time to time reasonably require provided the same are consistent with her office;
  - (e) at all times keep the Board promptly and fully informed of all matters relating to or in connection with the performance and exercise of her duties and powers under this Agreement;

- (f) perform such other duties and exercise such other powers which the Board may from time to time properly assign to her in her capacity as an executive director subject to such resolutions, regulations or directions as to the scope of her duties or authority or manner of carrying out the same as may be made or given by the Board from time to time;
- (g) disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by the Executive including all interests in the securities required to be disclosed by the Executive under the SFO and all interests in the business which may be competing with the business of the Group from time to time;
- (h) under the leadership of the Board, use her best endeavours and exercise the best of her skills and abilities to promote, manage and develop the business, welfare and activities of the Company and other members of the Group and be accountable to the Board and the shareholders of the Company as a whole and carry out her duties in a proper, loyal and efficient manner;
- (i) act honestly and in good faith in the interests of the Company and the shareholders as a whole;
- (j) act for proper purpose and not use her position and power in the Company as a means to obtain personal gains, not accept commissions in connection with the Company's transactions, not accept bribes or any other unlawful income, and not expropriate in any way the Company's property, including but without limitation, not usurp the Company's business opportunities;
- (k) be answerable to the Company for the application or misapplication of its assets and use of the Company's property for her own benefit without the informed consent of shareholders of the Company in general meeting;
- (l) avoid actual and potential conflicts of interest and duty;
- (m) disclose fully and fairly her interests in contracts with the Company and comply with the stipulations of the Articles, the Listing Rules and other relevant laws and regulations;
- (n) apply such degree of skill, care and diligence as may reasonably be expected of a person of the knowledge and experience and holding the office within the Company; and
- (o) perform all duties required to be performed by her as an executive director of the Company as set out in the Articles.

3.2 The Executive shall, if and so long as she is required by the Company and in consideration of the Salary, carry out the duties of her office on behalf of any member of the Group, act as director, officer or employee of any member of the Group and carry out such duties attendant on any such appointment as if they were duties to be performed by her on behalf of the Company under this Agreement and, if so required by the Company, enter into the appropriate secondment agreement for such purpose



with other members of the Group on the same terms as this Agreement mutatis mutandis (so far as applicable and save as regards all entitlements to the Salary or other benefits whatsoever, which shall not apply).

- 3.3. The Company may from time to time and at any time assign any title to the Executive and any other duties to the Executive in addition to or in substitution of any title then held by the Executive (including, for the avoidance of doubt, that of a director of any member of the Group) and the duties (if any) then assigned to her.
- 3.4 The Executive shall work at any place in Hong Kong, the PRC, or any part of the world which the Board may from time to time require for the proper performance and exercise of her duties and powers under this Agreement.
- 3.5 The Executive shall exercise her best endeavours to procure the Company's compliance with the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Articles, and all applicable laws, rules, regulations, guidelines and practice notes which are binding on or applicable to the Group or the Executive including, without prejudice to the generality of the foregoing, Corporate Governance Code, Model Code for Securities Transactions by Directors of Listed Issuers for the time being in force and the Executive's undertaking to the Stock Exchange.

#### **4. OUTSIDE INTERESTS**

- 4.1 Subject to Clause 4.2, the Executive shall not at any time during the Term without the prior written consent of the Board be or become a director of any company (other than the Company or any other member of the Group) or be engaged, concerned or interested whether directly or indirectly in any other business, trade or occupation.
- 4.2 Nothing in this Agreement shall prevent the Executive from:
  - (a) being engaged, concerned or interested in any other business, trade or occupation with the prior written consent of the Board (such consent shall not be unreasonably withheld);
  - (b) subject to Clause 11.6(a), holding or being beneficially interested in any class of securities in any company if such class of securities is listed on a stock exchange and the relevant company does not carry on any business which competes in any way with the business of the Group; or
  - (c) being a director of any company in which her appointment as director was prior to the date of this Agreement.
- 4.3 The following provisions shall apply in relation to any application for consent under Clause 4.2(a):
  - (a) the Executive shall furnish the Board a detailed statement of the exact nature of the business, trade or occupation in which he wishes to engage, the exact nature of the duties and obligations imposed on and the extent of commitment required of or to be assumed by her and the amount of time that she intends to

devote and is likely to be devoted for such purpose and such other documents or information as the Board consider necessary in respect of such application and may require from time to time;

- (b) if the Board is reasonably satisfied that the nature of the business, trade or occupation in which the Executive wishes to engage is unlikely to compete with the Group and that the time likely to be devoted by the Executive for such business, trade or occupation is unlikely to adversely affect the Executive managing business of the Group and performing her duties and obligations, written consent shall be given to the Executive for her engagement in such business, trade or occupation; and
- (c) the Executive shall (as a condition precedent to such consent) furnish the Board an undertaking that the matter represented in the statement referred to in Clause 4.3(a) will at all times during the Term remain true and accurate and that she will not during the Term act in variance thereof.

## **5. REMUNERATION AND EXPENSES**

- 5.1 The Company shall (subject to Clause 6) during the Term pay or procure its subsidiaries to pay to the Executive a Salary of nil for each month of the Term (subject to annual review and excluding any discretionary bonus) in compliance with the provisions of the Articles for the time being in force, determine from time to time in its absolute discretion.
- 5.2 The Salary (if any) shall be payable on the last working day of every month during the Term or, if that day is not a business day, on the immediately preceding business day]. Such payment date may be varied by the Company from time to time but the Salary for a particular month shall not be paid later than the last day of that month in any event.
- 5.3 The amount of the Salary will be reviewed by the Company each year during the Term by the remuneration committee of the Company (the “**Remuneration Committee**”). Any adjustment of Salary of the Executive must be recommended by the Remuneration Committee and approved by a majority in number of the members of the Board provided that the Executive shall abstain from voting and not be counted in the quorum in respect of the resolution regarding the remuneration in relation to herself. Any increase in Salary shall, unless specified by the Board, become effective for all periods after January of the year in which it is notified to the Executive.
- 5.4 The Executive shall also be entitled to medical benefits as may be provided under the Company’s medical benefits scheme, if any.
- 5.5 Payment of such bonus shall be made on an annual basis. The Executive may not vote on any resolution of the Board regarding the payment and/or the amount of the management bonus payable to the executive directors of the Company.
- 5.6 The Executive may, at the discretion of the Board, be granted share options or share awards entitling the Executive to subscribe for shares or shares in the capital of Company under any share scheme from time to time adopted by the Company.

- 5.7 The Company shall reimburse the Executive of all reasonable out-of-pocket expenses properly incurred by the Executive in connection with the performance of the duties of the Executive under this Agreement, in each case, subject to such expenses being evidenced and vouched for in such manner as the Board may reasonably require.
- 5.8 The following arrangements shall apply whenever the Executive is required to travel outside Hong Kong in the performance of her duties under this Agreement:
- (a) full reimbursement shall be made to the Executive for meal expenses reasonably incurred by her;
  - (b) full reimbursement shall be made to the Executive for all travelling expenses reasonably incurred by her; and
  - (c) accommodation at international class hotels shall be provided to the Executive,

## **6. SICK LEAVE ENTITLEMENTS**

The Executive shall be entitled to her full Salary during any period of absence due to ill-health or sickness properly evidenced and vouched for in accordance with the reasonable requirements of the Board provided that the aggregate period of absence in any 12 months' period does not exceed 60 working days.

## **7. RETIREMENT FUND SCHEME PARTICIPATION**

- 7.1 The Executive shall be entitled during the Term to participate in and the Company shall procure that the Executive is offered participation in the Group's Mandatory Provident Fund Scheme (the "MPF Scheme") in accordance with the relevant laws and regulations. Contributions will be paid by the Company to the MPF Scheme in respect of the Executive and the Executive will also be required to contribute to the MPF Scheme, such contributions being deducted from the Executive's Salary. The level of the contributions to be paid to the MPF Scheme will be as specified in the Mandatory Provident Fund Schemes Ordinance.

## **8. HOLIDAYS**

- 8.1 The Executive shall not during the Term be entitled to paid leave of working days (in addition to the usual public and statutory holidays) for every consecutive period of 12 months, which shall be taken by the Executive at such time or times as shall be mutually convenient to the Executive and the Company with the prior written consent of the Company (such consent shall not be unreasonably withheld).
- 8.2 For the purposes of the Employment Ordinance, the "leave period" of the Executive shall end on 31 December of each year.

## **9. CONFIDENTIALITY**

The Executive shall not to and shall procure her Associates not to, either at any time during or after the Term, use, divulge or communicate to or cause or enable any third party (other than any officer or employee of any member of the Group whose province is to know the same) to become aware of or use, take away, conceal, destroy or retain for her own or some other person's advantage or to the detriment of any member of the Group any secret, confidential or other document and information (whether marked as confidential or not), including but not limited to any of the intellectual property, technological knowhow or information used or applied or which may be used or applied by the Group in relation to its business or potential business or which the Group has obtained from any third party on terms that restrict its disclosure or use, other confidential technical information, any of the trade secrets, client list, accounts, financial or trading information or other confidential or personal information which the Executive may receive or obtain in relation to the business, finances, dealings or affairs of any member of the Group or any principal, joint venture partner, contracting party or client of the Group including any information regarding the products, services, research programme, projects or other technical data, knowhow or specifications, whether in human or machine readable form and whether stored electronically or otherwise, or the finances, proposals, contractual arrangements, principals, joint venture partners, contracting parties, clients, employees or agents of any member of the Group, provided that the provisions of this Clause shall not apply to any information or material which is in the public domain other than as a result of any unauthorised disclosure. This Clause shall survive notwithstanding termination of this Agreement.

## **10. COPYRIGHT AND INVENTIONS**

- 10.1 In consideration of the Salary payable to the Executive under this Agreement, the Executive acknowledges that all intellectual property rights, including copyright, patent, design, trade and service marks, created as a result from or by anything arising in the course of or in connection with her employment under this Agreement (in particular but without limitation rights to all concepts, designs, drawings, sketches, schemes, models and specifications, whether in human or machine readable form and whether stored electronically or otherwise) shall belong absolutely to the Company and the Executive hereby assigns the same to the Company by way of present and future assignment to hold the same unto the Company absolutely throughout all countries and places of the world.
- 10.2 If at any time during the Term, the Executive shall either alone or jointly make, discover or acquire any business concept or idea, invention, discovery, design, copyright work, development, improvement, process and secret whatsoever or any interest therein (whether the subject of letters patent or not) which shall relate to or concern any of the services, products or methods of conducting business or the production of any matter whatsoever of or by any member of the Group or any of the clients of the Group (hereafter together referred to as an "**Invention**") or if details of any Invention shall be communicated to the Executive by any other employee of any member of the Group, then:
- (a) the Executive shall forthwith in writing communicate full details thereof including all necessary plans and models to the Board promptly or as the Board may direct;

- (b) any Invention made or discovered by the Executive or her share therein if made or discovered jointly shall belong to and be the absolute property of the relevant member of the Group;
- (c) at the request of the relevant member of the Group and both during the Term and after its expiry or termination the Executive shall at the expense of that member of the Group or its nominee as part of her duties under this Agreement join with and assist that member of the Group or its nominee in obtaining and/or renewing letters patent, copyright, design and/or trade or service mark registration or other like protection in such countries as the Board may direct for any Invention and shall execute such deeds and documents and carry out such acts as may be necessary for vesting in that member of the Group or its nominee as the case may be the sole beneficial right in any Invention; and
- (d) none of the members of the Group shall be under any liability to account to the Executive for any revenue or profit derived or resulting from any Invention.

10.3 The Executive hereby irrevocably and by way of security appoints each director of each member of the Group from time to time to be her attorney and in her name and on her behalf to do and execute any such act or instrument as may be necessary for the purpose of implementing the provisions of this Clause 10. The Executive agrees to confirm and ratify all such acts and instruments.

## **11. RESTRICTIVE COVENANTS**

11.1 The Executive covenants with and undertakes to the Company that she shall not and that she will procure that none of her Associates will:

- (a) at any time during the Term or within 6 months from the date of the expiry or the sooner determination of the Term in any part of the world either alone or jointly with or as manager or agent for any person, firm or company directly or indirectly and whether or not for gain:
  - (i) engage, employ or solicit for employment by any person whether directly or indirectly in any business any employee, former employee, agent or former agent of any member of the Group (save and except former employees whose employment with the Group has been terminated for a period of not less than 6 months prior to their engagement by the Executive); or
  - (ii) be interested in any project or proposal on behalf of or for the benefit of any person who within 6 months prior to the expiry or sooner determination of the Term is a principal, joint venture partner, contracting party or client or a potential principal, joint venture partner, contracting party, supplier or client of the Group or an Associate of any of the foregoing and, for this purpose, a potential principal, joint venture partner, contracting party, supplier or client is any person to whom the Group has made a proposal or presentation with a view to securing appointment as a consultant or the provision of services of the

Group, co-operation for a business venture or undertaking, the entering into any material contract for the development of the Group's business or instructions for an assignment;

(iii) be interested in any project or proposal for the acquisition, turning to account, development of or investment in:

(aa) any business or asset in which any member of the Group was during the Term considering to acquire, turn to account, develop or invest, unless the Group shall have decided against such acquisition, turning to account, development or investment or invited the Executive or her Associates in writing to participate in, or consented in writing to the Executive or her Associates' acquisition, turning to account or development of or investment in, such business or asset; or

(bb) any asset of any member of the Group, unless such asset is offered by the relevant member of the Group for sale to, turning to account or development by third parties; or

(iv) be engaged or interested in or concerned with any principal businesses carried on from time to time by any member of the Group during the Term;

(b) at any time after the expiry of the Term or its sooner determination use for any purpose whatsoever the name or trading style of any member of the Group in Hong Kong, Macau, the PRC, or any other part of the world or represent herself or themselves as carrying on or continuing or being connected with any member of the Group or (where applicable) any of its shareholders or their respective business.

11.2 Since the Executive has obtained and is likely to obtain in the course of her employment hereunder Trade Secrets (as defined below) and other Confidential Information (as defined below) and since the Executive has obtained and is likely to obtain during the course of her employment hereunder personal knowledge and influence over principals, joint venture partners, contracting parties, clients, staff, officers and agents of the Group, the Executive hereby agrees with the Company that in addition to the restriction contained in Clause 9 she will and will procure her Associates not to, either not at any time during or for a period of 6 months after the expiry of the Term or its sooner determination use either on her own account or for others or partly for herself and partly for others or to the detriment of any member of the Group such Trade Secrets or other Confidential Information, save in each case with the prior written consent of the Company.

11.3 The Company hereby covenants with and undertakes in favour of the Executive that neither it nor any member of the Group will after the expiry of the Term or its sooner determination use the Executive's name or represent that the Executive is carrying on or continuing to be or being connected with any member of the Group or their businesses whether in Hong Kong, Macau, the PRC, or elsewhere.

11.4 For the purposes of Clause 11.1:

- (a) “**employee**” includes any staff of any of the sub-contractors of any member of the Group or any successors thereof; and
- (b) “**assets**” include intellectual property rights and know-how of all forms and descriptions (whether or not being secret or confidential) that are related to any of the principal businesses carried on from time to time by any member of the Group during the Term and all licences and rights to use or apply any such rights or know-how.

11.5 For the purposes of Clause 11.2:

- (a) “**Trade Secrets**” means trade secrets including knowledge of and know-how in connection with the Group or any of its businesses or proposed products or businesses which are confidential as to require protection as trade secrets; and
- (b) “**other Confidential Information**” means:
  - (i) any information imparted to the Executive on the express basis that it is confidential; and
  - (ii) any other information or knowledge received or obtained by the Executive which if used, divulged or communicated to any person other than in accordance with Clause 9 would have infringed the restriction in that Clause.

11.6 Nothing in this Clause 11 (other than Clauses 11.2 and 11.7) shall apply to:

- (a) the direct or indirect holding of any securities listed on a stock exchange where the total voting rights exercisable at general meetings of the company concerned as represented by such holding do not exceed five per cent. of the total voting rights attaching to the securities of the same class as that held by the Executive and/or her Associates, provided that neither the Executive nor any of her Associates participates in or are otherwise involved in the management of the Company; or
- (b) the holding by the Executive or any of her Associates of any securities of the Company or its holding company.

11.7 The Executive warrants to and in favour of the Company that save through her interests and the interests of her Associates in the Company or her employment by the Company pursuant to this Agreement, neither her nor any of her Associates on the date of this Agreement engages or is interested in or is concerned with in Hong Kong, Macau, the PRC, or elsewhere of the world any of the specific businesses referred to in Clause 11.1(a)(iv). The representations and warranties contained in this Clause shall be deemed repeated by the Executive every day during the Term.

11.8 While the restrictions contained in this Clause 11 are considered by the parties to be reasonable in all the circumstances it is agreed that if any one or more of such

restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate business of the Group but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner, then the restriction contained in this Clause 11 shall apply with such deletion, restriction or limitation as the case may be.

- 11.9 In the event of and notwithstanding the expiry of the Term or its sooner determination, each of the parties covenants with and undertakes to the other that it or she will at all times and in all respects continue to observe and comply with the provisions of this Clause 11 during the periods stipulated in this Agreement.

## **12. SHARE DEALINGS**

The Executive 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 Articles in force for the time being in relation to dealings in shares, debentures or other securities of any member of the Group and in relation to unpublished price-sensitive or inside information affecting the shares, debentures or other securities of any member of the Group, including the provisions of SFO, provided always that in relation to overseas dealings the Executive shall also comply with all laws of the state and all regulations of the stock exchange, market or dealing system in which such dealings take place.

## **13. TERMINATION**

- 13.1 The Company may forthwith terminate the appointment of the Executive under this Agreement prior to the expiry of the Term by service of a notice in writing to such effect to the Executive if:
- (a) the Executive is or shall be disqualified or prohibited by law from acting as a director of any member of the Group under any applicable laws (including the Companies Ordinance) or by any rules, regulations, practice directions, practice notes or guidance letters of the Stock Exchange from acting as a director of the Company or is or shall be guilty of any breach of any rules, regulations, practice directions, practice notes or guidance letters in force from time to time;
  - (b) the Executive is or shall be guilty of any dishonesty, gross misconduct, wilful or serious default or gross negligence in the discharge of duties or shall commit any continued material breach of the terms of this Agreement after written warning (other than a breach capable of remedy which is remedied by the Executive to the satisfaction of the Board within 30 days upon her being called upon to do so in writing by the Board);
  - (c) the Executive is or shall be guilty of conduct likely to bring herself or any member of the Group into disrepute;



- (d) the Executive is or shall become bankrupt or make any arrangement or composition with her creditors generally or has a receiving order made against her;
- (e) any company (other than any member of the Group) in which the Executive is a director or a direct or indirect shareholder goes into liquidation or becomes insolvent or suffers the presentation of a winding-up petition or analogous proceedings brought against it;
- (f) the Executive is or shall be convicted of any criminal offence (other than an offence which in the reasonable opinion of the Board does not affect her position in the Company);
- (g) the Executive persistently refuses to carry out any reasonable lawful order given to her in the course of her employment or persistently fails diligently to attend to her duties hereunder;
- (h) the Executive during the Term is or shall be absent (other than during periods of public or statutory holidays of Hong Kong or any leave, whether paid or unpaid, approved by the Company) for an aggregate period of over 60 working days;
- (i) there is any material or persistent deviation by the Executive from any matter or circumstances represented by her in the statement referred to in Clause 4.3(a);
- (j) the Executive is or shall be in material breach of any of the terms of the undertaking referred to in Clause 4.3(c).
- (k) the Executive is or shall become a lunatic or of unsound mind or a patient for any purpose of any statute relating to mental health;
- (l) the Executive is or shall become permanently incapacitated by illness or other like causes so as to prevent the Executive from performing her duties and obligations hereunder;
- (m) the Executive absents from the meetings of the Board during a continuous period of 6 months, without special leave of absence in writing from the Board, and her alternate director or proxy (if any) shall not during such period have attended in her stead;
- (n) the Executive is or will be convicted of any offence which in the reasonable opinion of the Board will seriously prejudice the performance of her duties hereunder, or in any way detrimental to the interests of the Company or any member of the Group, or be identified as an insider dealer under any statutory enactment or regulations relating to insider dealing in force from time to time; or

- (o) the Executive persistently without cause refuses to carry out any reasonable and lawful order given to her by the Board during the term of her employment hereunder or persistently fail to attend to her duties hereunder.
- 13.2 The Company may, if it is advised that it is not entitled under the Employment Ordinance to terminate this Agreement by immediate notice pursuant to Clause 13.1, terminate this Agreement upon the occurrence of any of the events specified in that Clause by 7 days' notice in writing served on the Executive and, in such event, the "agreed period" for the purpose of section 6(2)(c) of the Employment Ordinance shall be 7 days.
- 13.3 The employment of the Executive hereunder shall terminate automatically in the event of her ceasing to be a director of the Company for whatever reason whether by reason of her not being re-elected as a director of the Company at any general meeting or by virtue of a resolution passed by the members of the Company in general meeting to remove her as a director.
- 13.4 The Executive shall have no claim against the Company for damages or otherwise by reason of termination under this Clause 13 and no delay or forbearance by the Company in exercising any such right of termination shall constitute a waiver of that right.

#### **14. EFFECT OF TERMINATION**

- 14.1 All information, documents, records, correspondence, client lists, accounts, statistics, drawings, equipment or other property relating to the businesses or affairs of any member of the Group (including all those items referred to in Clause 9) kept in the possession or under the control of the Executive and all copies thereof or extracts therefrom made by or on behalf of the Executive shall be and remain the property of the relevant member of the Group and shall be delivered up to the Company within 7 days upon the expiry of the Term or its sooner determination.
- 14.2 If the Executive is at any time appointed a director of any member of the Group, she shall on or after the expiry of the Term or its sooner determination resign in writing from any office held by her as such director and from all other offices held by her with any member of the Group and to execute an acknowledgment under seal to the effect that she has no claims against the Company or any other member of the Group (as the case may be) for compensation for loss of office, remuneration, severance payments or otherwise.
- 14.3 The Executive shall upon the expiry of Term or its sooner determination transfer, without payment and in such reasonable manner as the Company may require, all such shares in any of the Company's subsidiaries or associated companies as are held by her as nominee for any member of the Group.
- 14.4 In the event of the Executive failing to take any of the actions required to be taken by her under Clauses 14.2 or 14.3 forthwith on written request by the Company, the Company is hereby irrevocably and by way of security appointed the attorney of the Executive to appoint such person in the name of and on behalf of the Executive 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 Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands, the Companies Ordinance, the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) and other applicable legislation. The Executive agrees to confirm and ratify such documents and acts.

## **15. INDEMNITY**

- 15.1 The Company agrees to indemnify and hold harmless the Executive on written demand from and against any and all reasonable losses, claims, damages, liabilities, and expenses, including without limitation, any proceedings brought against the Executive, arising from the performance of her duties pursuant to or her appointment under this Agreement (the “**Losses**”), so far as permitted by law, except in any case where the matter in respect of which indemnification sought under this Clause was caused by, whether directly or indirectly, any fraud, dishonesty, negligence, gross misconduct, willful or serious default or neglect of the Executive and/or any authorized representative acting on behalf of the Executive.
- 15.2 The Company shall if so required by the Executive during the Term take out and maintain for the benefit of the Executive an insurance policy against director’s liability for such an amount and on such terms as to cover as the parties may reasonably agree.

## **16. EFFECT OF RECONSTRUCTION**

The Executive acknowledges that if before the expiration of the Term, this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another company for the purposes of reconstruction or amalgamation and she is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions which are both in form and substance no less favourable taken as a whole than the provisions of this Agreement, she will have no claim against the Company in respect of such termination, provided that there is no change of business or control resulting from such reconstruction or amalgamation, otherwise the Executive shall be entitled to terminate this Agreement, but neither the Company nor the Executive shall have any claim in respect of such termination.

## **17. ENTIRE AGREEMENT**

- 17.1 This Agreement embodies all the terms and provisions of and relating to the employment of the Executive by the Company and/or by any member of the Group.
- 17.2 The terms of this Agreement may only be varied in writing by the parties hereto or their duly authorised agents.

## **18. PRIOR AGREEMENTS**

This Agreement is in substitution for and shall supersede all former and existing agreements or arrangements made orally or in writing for the employment of the Executive by any member of the Group, which shall be deemed to have been cancelled

with effect from the date of this Agreement and no party shall have any claim in respect of any such superseded agreements or arrangements.

## **19. SERVICE OF NOTICE**

- 19.1 Any notice, claim, demand, court process or other communication under this Agreement (collectively “**communication**” in this Clause 19) shall be in the English language or the Chinese language (If there is any discrepancy in the interpretation of the English, or Chinese versions, the English version prevails) and may be served or given personally or sent to the address or facsimile numbers (if any) stated after the relevant party’s name at the beginning of this Agreement or to such other address (which must be in Hong Kong) or facsimile numbers as may from time to time be notified in writing by one party to the other with specific reference to this Agreement, by the following means and the addressee of such communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:

<u>Means of despatch</u>	<u>Time of deemed receipt</u>
Local mail or courier	24 hours
Facsimile	on despatch
Air courier/Speedpost	3 days
Airmail	5 days

- 19.2 A communication served in accordance with Clause 19.1 shall be deemed sufficiently served and in proving service and/or receipt of a communication it shall be sufficient to prove that such communication was left at the addressee’s address or that the envelope containing such communication was properly addressed and posted or dispatched to the addressee’s address or that the communication was properly transmitted by facsimile to the addressee. In the case of facsimile transmission, such transmission shall be deemed properly transmitted on receipt of a satisfactory report of transmission printed out by the sending machine.
- 19.3 Nothing in this Clause 19 shall preclude the service of communication or the proof of such service by any mode permitted by law.

## **20. ASSIGNMENT**

Save as provided under Clause 3.2, none of the rights or duties of the Company or the Executive under this Agreement may be assigned, transferred, sub-contracted or delegated.

## **21. SEVERABILITY**

Any provision of this Agreement which is prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in

accordance with its terms.

**22. INDEPENDENT LEGAL ADVICE**

The Executive hereby acknowledges that Stephenson Harwood only acts for the Company in connection with this Agreement. The Executive has been duly advised to seek independent legal advice in respect of this Agreement and to have had the opportunity to the same.

**23. PROPER LAW AND JURISDICTION**

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of Hong Kong and each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts and waives all defences to any action arising hereunder brought in the courts of Hong Kong on the ground that such action is brought in an inconvenient forum.

**24. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE**

Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.

*The remainder of this page is intentionally left blank  
and the signatures appear in the following page*

IN WITNESS whereof the parties hereto entered into this Agreement the day and year first above written.

**THE COMPANY**

**SIGNED** )

for and on behalf of )

**HERBS GENERATION** )



**GROUP HOLDINGS LIMITED** )

by Kwok Chi Yan Gammy )

one of its directors, )

in the presence of : )

Chan Oi Ling

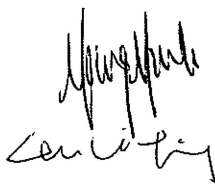
**THE EXECUTIVE**

**SIGNED** by )

Young Yuen Pik )

in the presence of : )

Chan Oi Ling

The image shows two handwritten signatures in black ink. The top signature is more complex and stylized, while the bottom signature is simpler and more legible.

Date: 7 November 2024

**MR. KWOK CHUN ON**

Flat A1, 20/F, Block 2, St. Martin,  
12 Fo Chun Road, Tai Po,  
New Territories,  
Hong Kong

Dear Sir/Madam,

**Re : HERBS GENERATION GROUP HOLDINGS LIMITED (草姬集團控股有限公司) (the “Company” and, together with its subsidiaries, the “Group”)**

We hereby write to confirm your appointment (the “**Appointment**”) as a non-executive director of the Company. The Appointment is for a fixed term of three (3) years commencing from 7 May 2024 and is subject to the Rotation Requirements (as defined below). In addition, either you or the Company may terminate the Appointment by giving at least three months’ prior notice in writing within the fixed term period.

**Director’s duties and services**

During the term of the Appointment, you shall use your best endeavours to carry out your duties hereunder and to protect, promote and act in the best interests of the Company, and, where appropriate, the Group. During the Appointment as a non-executive director of the Company, you shall:-

- (i) in the discharge of your duties, observe and comply with all and any lawful directions and instructions from time to time made or given to you by the board of directors from time to time of the Company (the “**Board**”) according to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board;
- (ii) in pursuance of your duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require; and
- (iii) faithfully and diligently perform such duties and exercise such powers as are consistent with your office in relation to the Company and the Group.

You shall at all times promptly give to the Board (in writing if so requested) all such information to enable the Company to comply with disclosure requirements regarding competing interests in accordance with Rule 8.10 of the Rules Governing the Listing of Securities (the “**Listing Rules**”) on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), as amended from time to time, and to ascertain the Company’s compliance with any other regulatory requirement, in so far as such information is or ought to be within your knowledge and provide such explanations as the Board may require in connection therewith.



You shall carry out your duties and exercise your powers jointly with any other director or executive of the Company as shall from time to time be appointed by the Board to act jointly with you, and the Board may at any time require you to cease performing or exercising any of your duties or powers without assigning any reason therefore.

The Appointment is subject at all times to the memorandum and articles of association of the Company (as may be amended from time to time, hereinafter referred to as the “**Articles**”) and the Listing Rules. Specifically, you will be entitled to an indemnity in your favour to the extent such indemnity applies pursuant to the Articles. You hereby consent to retirement by rotation in accordance with the Articles and the Listing Rules at such time as may be required by the Board (the “**Rotation Requirements**”). Should you not be re-elected at any relevant general meeting of shareholders of the Company, the terms of the Appointment hereunder shall lapse without further liability on the part of the Company.

You may be appointed to committees of the Company as may from time to time be required by the Board or as required by the Listing Rules to be attended by you. You acknowledge that you have an obligation to be fully aware of your legal obligations, and all your obligations under the Listing Rules, and other relevant regulations and requirements, as a non-executive director of the Company.

### **Remuneration and expenses**

You are not entitled to any remuneration for acting as a non-executive director of the Company. As a non-executive director of the Company, you will be eligible to be granted options to subscribe for the shares of the Company (the “**Shares**”) under the rules of any share option scheme or any other share award scheme to be adopted by the Company, subject always to, among other things, the listing of the Shares on the Stock Exchange, the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as a non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers. The Company shall also take out and, at all times during the period of your Appointment hereunder, maintain directors' liability insurance in respect of the performance by you of your duties as a non-executive director of the Company.

### **Compliance and share dealings**

You have an obligation to and shall observe and comply with every relevant rule of law applicable to the Company, the Listing Rules, regulations of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which you or your associates (as defined in the Listing Rules) deal (including but not limited to complying with every regulation of the Company and the Articles in force), including, without prejudice to the generality of the foregoing, all laws and regulations in force in relation to dealings in shares, debentures or other securities of the Group and in relation to inside information affecting the shares, debentures or other securities of any company in the Group. In relation to overseas dealings you shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the

Listing Rules, the Hong Kong Code on Takeovers and Mergers and Share Buy-backs and other applicable rules and regulations.

### **Termination**

Without prejudice to the accrued rights (if any) or remedies of either you or the Company under or pursuant to this agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if you:

- (i) become disqualified from holding the position of director of any member of the Group for any reason;
- (ii) commit any serious or wilful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iii) are found guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of your duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iv) die or become of unsound mind, or are or become a patient for any purpose of any ordinance or law relating to mental health;
- (v) become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally or are otherwise prohibited by law from fulfilling your duties hereunder;
- (vi) are convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect your position in the Company);
- (vii) are guilty of conduct tending to bring yourself or any company in the Group into disrepute;
- (viii) refuse to carry out any reasonable lawful order given to you by the Board in the course of your Appointment or fail diligently to attend to your duties hereunder;
- (ix) improperly divulge to any unauthorised person any Confidential Information (as defined below) or any other business secret or details of the organisation, business or clientele of the Group; and
- (x) are removed as a director of the Company and not re-elected by its shareholders in general meeting,

and you shall have no claim against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

## **Confidential Information**

You shall at all times treat and safeguard as private and confidential all the Confidential Information (as defined below) and shall not at any time during the term of Appointment or after the termination of this Appointment without limit in point of time:-

- (i) use or cause, permit or suffer to be used, take away, conceal or destroy any Confidential Information (as defined below) for your own purpose or for other persons' advantage or for any purpose other than that of the Group; or
- (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group whose province it is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group; or
- (iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorised disclosure of any Confidential Information, including (without limitation):-
  - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
  - (b) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to (1) any information or knowledge which (otherwise than through your default) has become available to the public generally; or (2) otherwise required by law or any applicable legislation to be disclosed; or (3) to enable you to seek legal advice in connection with your rights and obligations under this Appointment.

“Confidential Information” referred to above (and hereinafter) means in relation to all businesses carried on by the Group from time to time, all information (including financial information), know-how, trade secrets and records (in whatever form held), including (without limitation) (i) all formulae, designs, specifications, drawings, data, statistics, market research, manuals and instructions, customer lists (including but not limited to the customer lists for persons/entities who/which have purchased any products or used any services from or of the Company, all marketing information gathered in connection therewith, information on customer profiles and information on spending patterns of such persons/entities), sales information, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known, and (ii) any copyrights, patents, know-how, trademark rights, design process, commercial name or design relating to all the business and affairs carried out by the Group or any member of the Group from time to time, whether or not it can be registered.

All notes, memoranda, records and writings made by you in relation to the business of the Group or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by you to

the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon your leaving the service of the Company, and may only retain a copy thereof for your personal records of your participation as a director (and no other purpose) and subject at all times to a continued obligation of confidentiality (which shall continue even after your Appointment has ended).

Without proper authorisation from the Board, you shall not at any time during the term of the Appointment or after the termination of this Appointment without limit in point of time, make any statement or representations on behalf of the Company or any members of the Group to anyone whatsoever.

You represent and warrant that you are not bound by any court order, agreement, arrangement or undertaking or subject to any of the same which may in any way limit or restrict you from signing this agreement, or performing your duties as a non-executive of the Company and you hereby undertake to notify us in writing as soon as possible if there are any changes which may otherwise cause you not to be so independent, and of any changes affecting you in relation to the matters as set out in Rule 13.51(2)(a) to (v) of the Listing Rules, as amended from time to time.

If you cease to be a director of the Company (otherwise than pursuant to the provisions of the Articles relating to the retirement of directors by rotation where you are re-elected at the general meeting at which you retire), the Appointment 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. For the avoidance of doubt, you hereby consent to retirement by rotation in accordance with the Articles and the requirements of the Listing Rules at such time as may be required by the Board.

### **Personal Data (Privacy) Ordinance**

Your personal data may be used, held and/or stored (by whatever means) for (i) promoting and marketing the Group; (ii) making disclosure required by laws, rules and regulations; (iii) facilitating task distribution within the Group; (iv) compiling statistical information and profiles; (v) establishing benefit entitlements; (vi) making disclosure to potential investors and/or lenders to the Group; and (vii) any incidental purposes relating to the above, and any other purpose which you may from time to time agree.

Data held by the Company relating to you will generally be kept confidential but the Company may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or if, outside Hong Kong, subject to section 33 of the Personal Data (Privacy) Ordinance) your personal data to, from or with (i) any regulatory or government bodies; (ii) any other members of the Group or companies in which members of the Group have an interest; (iii) any other persons or institutions in connection with the Group's business, insurers, clients and potential investors; and (iv) any other person to which the Company reasonably considers such disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.

The Personal Data (Privacy) Ordinance may provide you with rights to ascertain whether the Company holds your personal data, and to correct any data that is inaccurate, subject to section 53 of the Personal Data (Privacy) Ordinance in relation to employment-related personal data.

### **Rights of third parties**

Any person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Ordinance or any other applicable law to enforce any term of this agreement.

### **Entire agreement**

This agreement represents the whole and only agreement and understanding between you and the Company and/or any member of the Group in relation to the subject matter hereof and supersedes any previous agreement (whether written or oral) between all or any of you and the Company and/or any member of the Group in relation to the subject matter hereof. You acknowledge that you have not entered into this agreement in reliance upon any representations and/or warranties.

### **Governing law and jurisdiction**

This agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm your consent to act as a director of the Company and your acceptance to the Appointment as a non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

*[Intentionally left blank]*

Yours faithfully,

For and on behalf of

**HERBS GENERATION GROUP HOLDINGS LIMITED**


(草姬集團控股有限公司)

A handwritten signature in black ink, appearing to be 'Kwok Chi Yan Gammy', written over a horizontal line.

Kwok Chi Yan Gammy

Executive Director

Confirmed and accepted by:

A handwritten signature in black ink, appearing to be 'Kwok Chun On', written over a horizontal line.

Name: Kwok Chun On

Date: 7 November 2024

Date: 7 November 2024

**MR. CHAN CHI FAI ANDREW**  
10 Floor, Flat B, Kadoorie Mansion,  
205–207 Prince Edward Road West,  
Kowloon,  
Hong Kong

Dear Sir/Madam,

**Re : HERBS GENERATION GROUP HOLDINGS LIMITED (草姬集團控股有限公司) (the “Company” and, together with its subsidiaries, the “Group”)**

We hereby write to confirm your appointment (the “Appointment”) as an independent non-executive director of the Company. The Appointment is for a fixed term of three (3) years commencing from the date of the shares of the Company are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the “Stock Exchange”) and is subject to the Rotation Requirements (as defined below). In addition, either you or the Company may terminate the Appointment by giving at least three months’ prior notice in writing within the fixed term period.

**Director’s duties and services**

During the term of the Appointment, you shall use your best endeavours to carry out your duties hereunder and to protect, promote and act in the best interests of the Company, and, where appropriate, the Group. During the Appointment as an independent non-executive director of the Company, you shall:-

- (i) in the discharge of your duties, observe and comply with all and any lawful directions and instructions from time to time made or given to you by the board of directors from time to time of the Company (the “Board”) according to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board;
- (ii) in pursuance of your duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require; and
- (iii) faithfully and diligently perform such duties and exercise such powers as are consistent with your office in relation to the Company and the Group.

You shall at all times promptly give to the Board (in writing if so requested) all such information to enable the Company to comply with disclosure requirements regarding competing interests in accordance with Rule 8.10 of the Rules Governing the Listing of Securities (the “Listing Rules”) on the Stock Exchange, as amended from time to time, and to ascertain the Company’s compliance with any other regulatory requirement, in so far as such information is or ought to be within your knowledge and provide such explanations as the Board may require in connection therewith.



You shall carry out your duties and exercise your powers jointly with any other director or executive of the Company as shall from time to time be appointed by the Board to act jointly with you, and the Board may at any time require you to cease performing or exercising any of your duties or powers without assigning any reason therefore.

The Appointment is subject at all times to the memorandum and articles of association of the Company (as may be amended from time to time, hereinafter referred to as the “**Articles**”) and the Listing Rules. Specifically, you will be entitled to an indemnity in your favour to the extent such indemnity applies pursuant to the Articles. You hereby consent to retirement by rotation in accordance with the Articles and the Listing Rules at such time as may be required by the Board (the “**Rotation Requirements**”). Should you not be re-elected at any relevant general meeting of shareholders of the Company, the terms of the Appointment hereunder shall lapse without further liability on the part of the Company.

You may be appointed to committees of the Company as may from time to time be required by the Board or as required by the Listing Rules to be attended by you. You acknowledge that you have an obligation to be fully aware of your legal obligations, and all your obligations under the Listing Rules, and other relevant regulations and requirements, as an independent non-executive director of the Company.

#### **Remuneration and expenses**

In performance of your duties, the Company shall pay you a fee of HK\$10,000 per month, payable monthly on the last day of each month during the term of Appointment, and if such day is not a working day, on the working day falling immediately thereafter (each a “**Payment Day**”) or in such other manner and at such other time as we may from time to time mutually agree. If the Appointment commences on any day other than the first day of a monthly payment period referred to above, the remuneration payable to you shall be pro-rated from the date of commencement to the last day of such full month period. If the Appointment is terminated for any reason and such termination occurs on any day other than a Payment Day, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination.

As an independent non-executive director of the Company, you will be eligible to be granted options to subscribe for the shares of the Company (the “**Shares**”) under the rules of any share option scheme or any other share award scheme to be adopted by the Company, subject always to, among other things, the listing of the Shares on the Stock Exchange, the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as an independent non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers. The Company shall also take out and, at all times during the period of your Appointment hereunder, maintain directors' liability insurance in respect of the performance by you of your duties as an independent non-executive director of the Company.

#### **Compliance and share dealings**

You have an obligation to and shall observe and comply with every relevant rule of law applicable to the Company, the Listing Rules, regulations of the Stock Exchange, the Hong

Kong Securities and Futures Commission or any other regulatory authority or other market on which you or your associates (as defined in the Listing Rules) deal (including but not limited to complying with every regulation of the Company and the Articles in force), including, without prejudice to the generality of the foregoing, all laws and regulations in force in relation to dealings in shares, debentures or other securities of the Group and in relation to inside information affecting the shares, debentures or other securities of any company in the Group. In relation to overseas dealings you shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the Listing Rules, the Hong Kong Code on Takeovers and Mergers and Share Buy-backs and other applicable rules and regulations.

### **Termination**

Without prejudice to the accrued rights (if any) or remedies of either you or the Company under or pursuant to this agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if you:

- (i) become disqualified from holding the position of director of any member of the Group for any reason;
- (ii) commit any serious or wilful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iii) are found guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of your duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iv) die or become of unsound mind, or are or become a patient for any purpose of any ordinance or law relating to mental health;
- (v) become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally or are otherwise prohibited by law from fulfilling your duties hereunder;
- (vi) are convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect your position in the Company);
- (vii) are guilty of conduct tending to bring yourself or any company in the Group into disrepute;
- (viii) refuse to carry out any reasonable lawful order given to you by the Board in the course of your Appointment or fail diligently to attend to your duties hereunder;

- (ix) improperly divulge to any unauthorised person any Confidential Information (as defined below) or any other business secret or details of the organisation, business or clientele of the Group; and
- (x) are removed as a director of the Company and not re-elected by its shareholders in general meeting,

and you shall have no claim against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

### **Confidential Information**

You shall at all times treat and safeguard as private and confidential all the Confidential Information (as defined below) and shall not at any time during the term of Appointment or after the termination of this Appointment without limit in point of time:-

- (i) use or cause, permit or suffer to be used, take away, conceal or destroy any Confidential Information (as defined below) for your own purpose or for other persons' advantage or for any purpose other than that of the Group; or
- (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group whose province it is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group; or
- (iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorised disclosure of any Confidential Information, including (without limitation):-
  - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
  - (b) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to (1) any information or knowledge which (otherwise than through your default) has become available to the public generally; or (2) otherwise required by law or any applicable legislation to be disclosed; or (3) to enable you to seek legal advice in connection with your rights and obligations under this Appointment.

“Confidential Information” referred to above (and hereinafter) means in relation to all businesses carried on by the Group from time to time, all information (including financial information), know-how, trade secrets and records (in whatever form held), including (without limitation) (i) all formulae, designs, specifications, drawings, data, statistics, market research, manuals and instructions, customer lists (including but not limited to the customer lists for persons/entities

who/which have purchased any products or used any services from or of the Company, all marketing information gathered in connection therewith, information on customer profiles and information on spending patterns of such persons/entities), sales information, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known, and (ii) any copyrights, patents, know-how, trademark rights, design process, commercial name or design relating to all the business and affairs carried out by the Group or any member of the Group from time to time, whether or not it can be registered.

All notes, memoranda, records and writings made by you in relation to the business of the Group or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by you to the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon your leaving the service of the Company, and may only retain a copy thereof for your personal records of your participation as a director (and no other purpose) and subject at all times to a continued obligation of confidentiality (which shall continue even after your Appointment has ended).

Without proper authorisation from the Board, you shall not at any time during the term of the Appointment or after the termination of this Appointment without limit in point of time, make any statement or representations on behalf of the Company or any members of the Group to anyone whatsoever.

You represent and warrant that you are not bound by any court order, agreement, arrangement or undertaking or subject to any of the same which may in any way limit or restrict you from signing this agreement, or performing your duties as an independent non-executive director of the Company, and that you comply with the requirements of Rule 3.13 of the Listing Rules relating to your independence and you hereby undertake to notify us in writing as soon as possible if there are any changes which may otherwise cause you not to be so independent, and of any changes affecting you in relation to the matters as set out in Rule 13.51(2)(a) to (v) of the Listing Rules, as amended from time to time.

If you cease to be a director of the Company (otherwise than pursuant to the provisions of the Articles relating to the retirement of directors by rotation where you are re-elected at the general meeting at which you retire), the Appointment 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. For the avoidance of doubt, you hereby consent to retirement by rotation in accordance with the Articles and the requirements of the Listing Rules at such time as may be required by the Board.

#### **Personal Data (Privacy) Ordinance**

Your personal data may be used, held and/or stored (by whatever means) for (i) promoting and marketing the Group; (ii) making disclosure required by laws, rules and regulations; (iii) facilitating task distribution within the Group; (iv) compiling statistical information and profiles; (v) establishing benefit entitlements; (vi) making disclosure to potential investors and/or lenders to the Group; and (vii) any incidental purposes relating to the above, and any other purpose which you may from time to time agree.

Data held by the Company relating to you will generally be kept confidential but the Company may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or if, outside Hong Kong, subject to section 33 of the Personal Data (Privacy) Ordinance) your personal data to, from or with (i) any regulatory or government bodies; (ii) any other members of the Group or companies in which members of the Group have an interest; (iii) any other persons or institutions in connection with the Group's business, insurers, clients and potential investors; and (iv) any other person to which the Company reasonably considers such disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.

The Personal Data (Privacy) Ordinance may provide you with rights to ascertain whether the Company holds your personal data, and to correct any data that is inaccurate, subject to section 53 of the Personal Data (Privacy) Ordinance in relation to employment-related personal data.

### **Rights of third parties**

Any person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Ordinance or any other applicable law to enforce any term of this agreement.

### **Entire agreement**

This agreement represents the whole and only agreement and understanding between you and the Company and/or any member of the Group in relation to the subject matter hereof and supersedes any previous agreement (whether written or oral) between all or any of you and the Company and/or any member of the Group in relation to the subject matter hereof. You acknowledge that you have not entered into this agreement in reliance upon any representations and/or warranties.

### **Governing law and jurisdiction**

This agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm your consent to act as a director of the Company and your acceptance to the Appointment as an independent non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

*[Intentionally left blank]*

Yours faithfully,

For and on behalf of

**HERBS GENERATION GROUP HOLDINGS LIMITED**

(草姬集團控股有限公司)

A handwritten signature in black ink, appearing to read 'Kwok Chi Yan Gammy', is written over a horizontal line.

Kwok Chi Yan Gammy

Executive Director

Confirmed and accepted by:

A handwritten signature in black ink, appearing to read "Andrew Chan", written in a cursive style.

---

Name: Chan Chi Fai Andrew

Date: 7 November 2024

Date: 7 November 2024

**MR. LAM YIU POR**

Flat D, 8/F, Tower 3,  
88 O King Road, Phase 1,  
Ocean Shores, Tseung Kwan O,  
New Territories,  
Hong Kong

Dear Sir/Madam,

**Re : HERBS GENERATION GROUP HOLDINGS LIMITED (草姬集團控股有限公司) (the “Company” and, together with its subsidiaries, the “Group”)**

We hereby write to confirm your appointment (the “**Appointment**”) as an independent non-executive director of the Company. The Appointment is for a fixed term of three (3) years commencing from the date of the shares of the Company are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and is subject to the Rotation Requirements (as defined below). In addition, either you or the Company may terminate the Appointment by giving at least three months’ prior notice in writing within the fixed term period.

**Director’s duties and services**

During the term of the Appointment, you shall use your best endeavours to carry out your duties hereunder and to protect, promote and act in the best interests of the Company, and, where appropriate, the Group. During the Appointment as an independent non-executive director of the Company, you shall:-

- (i) in the discharge of your duties, observe and comply with all and any lawful directions and instructions from time to time made or given to you by the board of directors from time to time of the Company (the “**Board**”) according to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board;
- (ii) in pursuance of your duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require; and
- (iii) faithfully and diligently perform such duties and exercise such powers as are consistent with your office in relation to the Company and the Group.

You shall at all times promptly give to the Board (in writing if so requested) all such information to enable the Company to comply with disclosure requirements regarding competing interests in accordance with Rule 8.10 of the Rules Governing the Listing of Securities (the “**Listing Rules**”) on the Stock Exchange, as amended from time to time, and to ascertain the Company’s compliance with any other regulatory requirement, in so far as such information is or ought to be within your knowledge and provide such explanations as the Board may require in connection therewith.



You shall carry out your duties and exercise your powers jointly with any other director or executive of the Company as shall from time to time be appointed by the Board to act jointly with you, and the Board may at any time require you to cease performing or exercising any of your duties or powers without assigning any reason therefore.

The Appointment is subject at all times to the memorandum and articles of association of the Company (as may be amended from time to time, hereinafter referred to as the “**Articles**”) and the Listing Rules. Specifically, you will be entitled to an indemnity in your favour to the extent such indemnity applies pursuant to the Articles. You hereby consent to retirement by rotation in accordance with the Articles and the Listing Rules at such time as may be required by the Board (the “**Rotation Requirements**”). Should you not be re-elected at any relevant general meeting of shareholders of the Company, the terms of the Appointment hereunder shall lapse without further liability on the part of the Company.

You may be appointed to committees of the Company as may from time to time be required by the Board or as required by the Listing Rules to be attended by you. You acknowledge that you have an obligation to be fully aware of your legal obligations, and all your obligations under the Listing Rules, and other relevant regulations and requirements, as an independent non-executive director of the Company.

#### **Remuneration and expenses**

In performance of your duties, the Company shall pay you a fee of HK\$10,000 per month, payable monthly on the last day of each month during the term of Appointment, and if such day is not a working day, on the working day falling immediately thereafter (each a “**Payment Day**”) or in such other manner and at such other time as we may from time to time mutually agree. If the Appointment commences on any day other than the first day of a monthly payment period referred to above, the remuneration payable to you shall be pro-rated from the date of commencement to the last day of such full month period. If the Appointment is terminated for any reason and such termination occurs on any day other than a Payment Day, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination.

As an independent non-executive director of the Company, you will be eligible to be granted options to subscribe for the shares of the Company (the “**Shares**”) under the rules of any share option scheme or any other share award scheme to be adopted by the Company, subject always to, among other things, the listing of the Shares on the Stock Exchange, the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as an independent non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers. The Company shall also take out and, at all times during the period of your Appointment hereunder, maintain directors' liability insurance in respect of the performance by you of your duties as an independent non-executive director of the Company.

#### **Compliance and share dealings**

You have an obligation to and shall observe and comply with every relevant rule of law applicable to the Company, the Listing Rules, regulations of the Stock Exchange, the Hong

Kong Securities and Futures Commission or any other regulatory authority or other market on which you or your associates (as defined in the Listing Rules) deal (including but not limited to complying with every regulation of the Company and the Articles in force), including, without prejudice to the generality of the foregoing, all laws and regulations in force in relation to dealings in shares, debentures or other securities of the Group and in relation to inside information affecting the shares, debentures or other securities of any company in the Group. In relation to overseas dealings you shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the Listing Rules, the Hong Kong Code on Takeovers and Mergers and Share Buy-backs and other applicable rules and regulations.

### **Termination**

Without prejudice to the accrued rights (if any) or remedies of either you or the Company under or pursuant to this agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if you:

- (i) become disqualified from holding the position of director of any member of the Group for any reason;
- (ii) commit any serious or wilful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iii) are found guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of your duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iv) die or become of unsound mind, or are or become a patient for any purpose of any ordinance or law relating to mental health;
- (v) become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally or are otherwise prohibited by law from fulfilling your duties hereunder;
- (vi) are convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect your position in the Company);
- (vii) are guilty of conduct tending to bring yourself or any company in the Group into disrepute;
- (viii) refuse to carry out any reasonable lawful order given to you by the Board in the course of your Appointment or fail diligently to attend to your duties hereunder;

- (ix) improperly divulge to any unauthorised person any Confidential Information (as defined below) or any other business secret or details of the organisation, business or clientele of the Group; and
- (x) are removed as a director of the Company and not re-elected by its shareholders in general meeting,

and you shall have no claim against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

### **Confidential Information**

You shall at all times treat and safeguard as private and confidential all the Confidential Information (as defined below) and shall not at any time during the term of Appointment or after the termination of this Appointment without limit in point of time:-

- (i) use or cause, permit or suffer to be used, take away, conceal or destroy any Confidential Information (as defined below) for your own purpose or for other persons' advantage or for any purpose other than that of the Group; or
- (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group whose province it is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group; or
- (iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorised disclosure of any Confidential Information, including (without limitation):-
  - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
  - (b) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to (1) any information or knowledge which (otherwise than through your default) has become available to the public generally; or (2) otherwise required by law or any applicable legislation to be disclosed; or (3) to enable you to seek legal advice in connection with your rights and obligations under this Appointment.

“Confidential Information” referred to above (and hereinafter) means in relation to all businesses carried on by the Group from time to time, all information (including financial information), know-how, trade secrets and records (in whatever form held), including (without limitation) (i) all formulae, designs, specifications, drawings, data, statistics, market research, manuals and instructions, customer lists (including but not limited to the customer lists for persons/entities

who/which have purchased any products or used any services from or of the Company, all marketing information gathered in connection therewith, information on customer profiles and information on spending patterns of such persons/entities), sales information, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known, and (ii) any copyrights, patents, know-how, trademark rights, design process, commercial name or design relating to all the business and affairs carried out by the Group or any member of the Group from time to time, whether or not it can be registered.

All notes, memoranda, records and writings made by you in relation to the business of the Group or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by you to the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon your leaving the service of the Company, and may only retain a copy thereof for your personal records of your participation as a director (and no other purpose) and subject at all times to a continued obligation of confidentiality (which shall continue even after your Appointment has ended).

Without proper authorisation from the Board, you shall not at any time during the term of the Appointment or after the termination of this Appointment without limit in point of time, make any statement or representations on behalf of the Company or any members of the Group to anyone whatsoever.

You represent and warrant that you are not bound by any court order, agreement, arrangement or undertaking or subject to any of the same which may in any way limit or restrict you from signing this agreement, or performing your duties as an independent non-executive director] of the Company, and that you comply with the requirements of Rule 3.13 of the Listing Rules relating to your independence and you hereby undertake to notify us in writing as soon as possible if there are any changes which may otherwise cause you not to be so independent, and of any changes affecting you in relation to the matters as set out in Rule 13.51(2)(a) to (v) of the Listing Rules, as amended from time to time.

If you cease to be a director of the Company (otherwise than pursuant to the provisions of the Articles relating to the retirement of directors by rotation where you are re-elected at the general meeting at which you retire), the Appointment 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. For the avoidance of doubt, you hereby consent to retirement by rotation in accordance with the Articles and the requirements of the Listing Rules at such time as may be required by the Board.

#### **Personal Data (Privacy) Ordinance**

Your personal data may be used, held and/or stored (by whatever means) for (i) promoting and marketing the Group; (ii) making disclosure required by laws, rules and regulations; (iii) facilitating task distribution within the Group; (iv) compiling statistical information and profiles; (v) establishing benefit entitlements; (vi) making disclosure to potential investors and/or lenders to the Group; and (vii) any incidental purposes relating to the above, and any other purpose which you may from time to time agree.

Data held by the Company relating to you will generally be kept confidential but the Company may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or if, outside Hong Kong, subject to section 33 of the Personal Data (Privacy) Ordinance) your personal data to, from or with (i) any regulatory or government bodies; (ii) any other members of the Group or companies in which members of the Group have an interest; (iii) any other persons or institutions in connection with the Group's business, insurers, clients and potential investors; and (iv) any other person to which the Company reasonably considers such disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.

The Personal Data (Privacy) Ordinance may provide you with rights to ascertain whether the Company holds your personal data, and to correct any data that is inaccurate, subject to section 53 of the Personal Data (Privacy) Ordinance in relation to employment-related personal data.

### **Rights of third parties**

Any person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Ordinance or any other applicable law to enforce any term of this agreement.

### **Entire agreement**

This agreement represents the whole and only agreement and understanding between you and the Company and/or any member of the Group in relation to the subject matter hereof and supersedes any previous agreement (whether written or oral) between all or any of you and the Company and/or any member of the Group in relation to the subject matter hereof. You acknowledge that you have not entered into this agreement in reliance upon any representations and/or warranties.

### **Governing law and jurisdiction**

This agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm your consent to act as a director of the Company and your acceptance to the Appointment as an independent non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

*[Intentionally left blank]*

Yours faithfully,

For and on behalf of

**HERBS GENERATION GROUP HOLDINGS LIMITED**

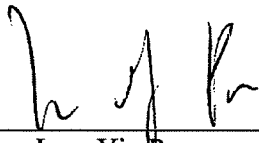
(草姬集團控股有限公司)

A handwritten signature in black ink, appearing to be 'Kwok Chi Yan Gammy', written over a horizontal line.

Kwok Chi Yan Gammy

Executive Director

Confirmed and accepted by:

A handwritten signature in black ink, appearing to be 'Lam Yiu Por', written above a horizontal line.

Name: Lam Yiu Por

Date: 7 November 2024

Date: 7 November 2024

**MR. TSANG HING LIM KENNETH**

Flat 1, 4/F, Block D, Beverly Hill,  
Broadwood Road, Happy Valley,  
Hong Kong

Dear Sir/Madam,

**Re : HERBS GENERATION GROUP HOLDINGS LIMITED (草姬集團控股有限公司) (the “Company” and, together with its subsidiaries, the “Group”)**

We hereby write to confirm your appointment (the “Appointment”) as an independent non-executive director of the Company. The Appointment is for a fixed term of three (3) years commencing from the date of the shares of the Company are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the “Stock Exchange”) and is subject to the Rotation Requirements (as defined below). In addition, either you or the Company may terminate the Appointment by giving at least three months’ prior notice in writing within the fixed term period.

**Director’s duties and services**

During the term of the Appointment, you shall use your best endeavours to carry out your duties hereunder and to protect, promote and act in the best interests of the Company, and, where appropriate, the Group. During the Appointment as an independent non-executive director of the Company, you shall:-

- (i) in the discharge of your duties, observe and comply with all and any lawful directions and instructions from time to time made or given to you by the board of directors from time to time of the Company (the “Board”) according to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board;
- (ii) in pursuance of your duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require; and
- (iii) faithfully and diligently perform such duties and exercise such powers as are consistent with your office in relation to the Company and the Group.

You shall at all times promptly give to the Board (in writing if so requested) all such information to enable the Company to comply with disclosure requirements regarding competing interests in accordance with Rule 8.10 of the Rules Governing the Listing of Securities (the “Listing Rules”) on the Stock Exchange, as amended from time to time, and to ascertain the Company’s compliance with any other regulatory requirement, in so far as such information is or ought to be within your knowledge and provide such explanations as the Board may require in connection therewith.



You shall carry out your duties and exercise your powers jointly with any other director or executive of the Company as shall from time to time be appointed by the Board to act jointly with you, and the Board may at any time require you to cease performing or exercising any of your duties or powers without assigning any reason therefore.

The Appointment is subject at all times to the memorandum and articles of association of the Company (as may be amended from time to time, hereinafter referred to as the “**Articles**”) and the Listing Rules. Specifically, you will be entitled to an indemnity in your favour to the extent such indemnity applies pursuant to the Articles. You hereby consent to retirement by rotation in accordance with the Articles and the Listing Rules at such time as may be required by the Board (the “**Rotation Requirements**”). Should you not be re-elected at any relevant general meeting of shareholders of the Company, the terms of the Appointment hereunder shall lapse without further liability on the part of the Company.

You may be appointed to committees of the Company as may from time to time be required by the Board or as required by the Listing Rules to be attended by you. You acknowledge that you have an obligation to be fully aware of your legal obligations, and all your obligations under the Listing Rules, and other relevant regulations and requirements, as an independent non-executive director of the Company.

#### **Remuneration and expenses**

In performance of your duties, the Company shall pay you a fee of HK\$10,000 per month, payable monthly on the last day of each month during the term of Appointment, and if such day is not a working day, on the working day falling immediately thereafter (each a “**Payment Day**”) or in such other manner and at such other time as we may from time to time mutually agree. If the Appointment commences on any day other than the first day of a monthly payment period referred to above, the remuneration payable to you shall be pro-rated from the date of commencement to the last day of such full month period. If the Appointment is terminated for any reason and such termination occurs on any day other than a Payment Day, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination.

As an independent non-executive director of the Company, you will be eligible to be granted options to subscribe for the shares of the Company (the “**Shares**”) under the rules of any share option scheme or any other share award scheme to be adopted by the Company, subject always to, among other things, the listing of the Shares on the Stock Exchange, the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as an independent non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers. The Company shall also take out and, at all times during the period of your Appointment hereunder, maintain directors' liability insurance in respect of the performance by you of your duties as an independent non-executive director of the Company.

#### **Compliance and share dealings**

You have an obligation to and shall observe and comply with every relevant rule of law applicable to the Company, the Listing Rules, regulations of the Stock Exchange, the Hong

Kong Securities and Futures Commission or any other regulatory authority or other market on which you or your associates (as defined in the Listing Rules) deal (including but not limited to complying with every regulation of the Company and the Articles in force), including, without prejudice to the generality of the foregoing, all laws and regulations in force in relation to dealings in shares, debentures or other securities of the Group and in relation to inside information affecting the shares, debentures or other securities of any company in the Group. In relation to overseas dealings you shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the Listing Rules, the Hong Kong Code on Takeovers and Mergers and Share Buy-backs and other applicable rules and regulations.

### **Termination**

Without prejudice to the accrued rights (if any) or remedies of either you or the Company under or pursuant to this agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if you:

- (i) become disqualified from holding the position of director of any member of the Group for any reason;
- (ii) commit any serious or wilful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iii) are found guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of your duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within 30 days after written notice from the Board);
- (iv) die or become of unsound mind, or are or become a patient for any purpose of any ordinance or law relating to mental health;
- (v) become bankrupt or have a receiving order made against you or make any arrangement or composition with your creditors generally or are otherwise prohibited by law from fulfilling your duties hereunder;
- (vi) are convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect your position in the Company);
- (vii) are guilty of conduct tending to bring yourself or any company in the Group into disrepute;
- (viii) refuse to carry out any reasonable lawful order given to you by the Board in the course of your Appointment or fail diligently to attend to your duties hereunder;

- (ix) improperly divulge to any unauthorised person any Confidential Information (as defined below) or any other business secret or details of the organisation, business or clientele of the Group; and
- (x) are removed as a director of the Company and not re-elected by its shareholders in general meeting,

and you shall have no claim against the Company or any other member of the Group (save in respect of statutory entitlements) for any termination of the Appointment for any one or more of the above reasons and no delay or forbearance by the Company or any member of the Group in exercising any such right of termination as aforesaid shall constitute a waiver of rights.

### **Confidential Information**

You shall at all times treat and safeguard as private and confidential all the Confidential Information (as defined below) and shall not at any time during the term of Appointment or after the termination of this Appointment without limit in point of time:-

- (i) use or cause, permit or suffer to be used, take away, conceal or destroy any Confidential Information (as defined below) for your own purpose or for other persons' advantage or for any purpose other than that of the Group; or
- (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group whose province it is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group; or
- (iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorised disclosure of any Confidential Information, including (without limitation):-
  - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
  - (b) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to (1) any information or knowledge which (otherwise than through your default) has become available to the public generally; or (2) otherwise required by law or any applicable legislation to be disclosed; or (3) to enable you to seek legal advice in connection with your rights and obligations under this Appointment.

“Confidential Information” referred to above (and hereinafter) means in relation to all businesses carried on by the Group from time to time, all information (including financial information), know-how, trade secrets and records (in whatever form held), including (without limitation) (i) all formulae, designs, specifications, drawings, data, statistics, market research, manuals and instructions, customer lists (including but not limited to the customer lists for persons/entities

who/which have purchased any products or used any services from or of the Company, all marketing information gathered in connection therewith, information on customer profiles and information on spending patterns of such persons/entities), sales information, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known, and (ii) any copyrights, patents, know-how, trademark rights, design process, commercial name or design relating to all the business and affairs carried out by the Group or any member of the Group from time to time, whether or not it can be registered.

All notes, memoranda, records and writings made by you in relation to the business of the Group or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by you to the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon your leaving the service of the Company, and may only retain a copy thereof for your personal records of your participation as a director (and no other purpose) and subject at all times to a continued obligation of confidentiality (which shall continue even after your Appointment has ended).

Without proper authorisation from the Board, you shall not at any time during the term of the Appointment or after the termination of this Appointment without limit in point of time, make any statement or representations on behalf of the Company or any members of the Group to anyone whatsoever.

You represent and warrant that you are not bound by any court order, agreement, arrangement or undertaking or subject to any of the same which may in any way limit or restrict you from signing this agreement, or performing your duties as an independent non-executive director of the Company, and that you comply with the requirements of Rule 3.13 of the Listing Rules relating to your independence and you hereby undertake to notify us in writing as soon as possible if there are any changes which may otherwise cause you not to be so independent, and of any changes affecting you in relation to the matters as set out in Rule 13.51(2)(a) to (v) of the Listing Rules, as amended from time to time.

If you cease to be a director of the Company (otherwise than pursuant to the provisions of the Articles relating to the retirement of directors by rotation where you are re-elected at the general meeting at which you retire), the Appointment 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. For the avoidance of doubt, you hereby consent to retirement by rotation in accordance with the Articles and the requirements of the Listing Rules at such time as may be required by the Board.

#### **Personal Data (Privacy) Ordinance**

Your personal data may be used, held and/or stored (by whatever means) for (i) promoting and marketing the Group; (ii) making disclosure required by laws, rules and regulations; (iii) facilitating task distribution within the Group; (iv) compiling statistical information and profiles; (v) establishing benefit entitlements; (vi) making disclosure to potential investors and/or lenders to the Group; and (vii) any incidental purposes relating to the above, and any other purpose which you may from time to time agree.

Data held by the Company relating to you will generally be kept confidential but the Company may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or if, outside Hong Kong, subject to section 33 of the Personal Data (Privacy) Ordinance) your personal data to, from or with (i) any regulatory or government bodies; (ii) any other members of the Group or companies in which members of the Group have an interest; (iii) any other persons or institutions in connection with the Group's business, insurers, clients and potential investors; and (iv) any other person to which the Company reasonably considers such disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.

The Personal Data (Privacy) Ordinance may provide you with rights to ascertain whether the Company holds your personal data, and to correct any data that is inaccurate, subject to section 53 of the Personal Data (Privacy) Ordinance in relation to employment-related personal data.

### **Rights of third parties**

Any person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Ordinance or any other applicable law to enforce any term of this agreement.

### **Entire agreement**

This agreement represents the whole and only agreement and understanding between you and the Company and/or any member of the Group in relation to the subject matter hereof and supersedes any previous agreement (whether written or oral) between all or any of you and the Company and/or any member of the Group in relation to the subject matter hereof. You acknowledge that you have not entered into this agreement in reliance upon any representations and/or warranties.

### **Governing law and jurisdiction**

This agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm your consent to act as a director of the Company and your acceptance to the Appointment as an independent non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

*[Intentionally left blank]*

Yours faithfully,

For and on behalf of

**HERBS GENERATION GROUP HOLDINGS LIMITED**

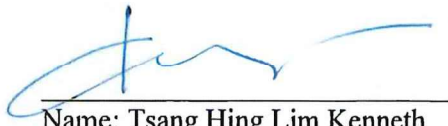
(草姬集團控股有限公司)

A handwritten signature in black ink, appearing to read 'Kwok Chi Yan Gammy', is written over a horizontal line.

Kwok Chi Yan Gammy

Executive Director

Confirmed and accepted by:

A handwritten signature in blue ink, consisting of a stylized 'T' followed by a series of loops and a long horizontal stroke.

Name: Tsang Hing Lim Kenneth

Date: 7 November 2024