

**DATED 20 DECEMBER 2018**  
日期 2018 年 12 月 20 日

**NEW SPORTS GROUP LIMITED**  
新體育集團有限公司

**AND**  
及

**YAO JIANHUI**  
姚建輝

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**SERVICE AGREEMENT**  
服務協議

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**THIS AGREEMENT** is made on the 20th day of December 2018

本協議於 2018 年 12 月 20 日由以下雙方訂立：

**BETWEEN:**

1. **New Sports Group Limited (新體育集團有限公司)**, a company incorporated with limited liability in the Cayman Islands and whose registered office is situated at Conyers Trust Company (Cayman) Limited, Cricket Square Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and whose principal place of business in Hong Kong is situated at Unit 2602, 26/F., Lippo Centre, Tower One, No. 89 Queensway, Admiralty, Hong Kong (the “**Company**”); and  
新體育集團有限公司，一家在開曼群島註冊成立的有限公司，其註冊辦事處地址為 Conyers Trust Company (Cayman) Limited, Cricket Square Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands, 而其主要營業地址為香港金鐘金鐘道 89 號力寶中心第一座 26 樓 2602 室（“**本公司**”）；及
2. **Yao Jianhui (Hong Kong Identity Card No: R341949(4))** of Flat G, Level 19, Grevillea Court, 2-8 Shatin Centre Street, Phase 3, New Town Plaza, Shatin, New Territories, Hong Kong (the “**Director**”).  
姚建輝（香港身分證號碼：R341949(4)），地址香港新界沙田沙田正街2-8號新城市廣場3期銀樺閣19樓G室（“**該董事**”）。

**IT IS AGREED** as follows:

雙方同意如下：

**1. DEFINITION AND INTERPRETATION**

**釋義**

- 1.1 In this Agreement, the following terms shall, unless the context requires otherwise, have the following meanings:-

在本協議內，以下詞彙除文意另有所指外，具有如下意義：-

“ <b>associate</b> ”	has the meaning ascribed to it in the Listing Rules;
“ <b>聯繫人</b> ”	與「上市規則」內的定義一致；
“ <b>Board</b> ”	means the board of directors for the time being of the Company or the directors present at any meeting of the Board duly convened and held;
“ <b>董事會</b> ”	指本公司當時的董事會或在董事會恰當地召開及舉行的任何會議上出席的董事；
“ <b>Bonus Scheme</b> ”	means any profit-related bonus scheme as may be established by the Company whereby the Board may in its absolute discretion distribute such amount as it may determine to directors or senior directors of any member of the Group having regard to the operating results of the Group, provided that the total sum of any profit-related

bonus payable to all the Directors in respect of any financial year shall not exceed 8% of the audited consolidated or combined net profit after taxation and minority interest but before extraordinary and exceptional items of the Group in respect of the same financial;

**“獎金計劃”**

指任何本公司建立與利潤相關的獎金計劃，該獎金的金額完全由董事會酌情決定而分配予本集團任何成員的董事或高級董事，並考慮本集團的經營結果，唯對所有董事在任何一財政年度發放的與利潤相關的獎金總金額不能超出在本集團該財政年度審計後綜合及合併純利（減去稅項及少數股東權益），但在非經常性損益前的 8%；

**“Business”**

all the business and affairs carried out by the Group or any member of the Group from time to time;

**“業務”**

本集團或本集團任何成員不時進行的任何業務或事務；

**"Chairman"**

means the chairman of the Board for the time being;

**“主席”**

指本公司當時的董事會主席；

**“Companies Ordinance”**

means the Companies Ordinance (Cap. 622), Laws of Hong Kong;

**“公司條例”**

指「公司條例」（香港法律第 622 章）；

**“Confidential Information”**

documents, materials and information (whether oral, written, visual, electronic or otherwise), which are confidential in nature or are not generally known, relating to the trade secrets, know-how, investments, assets, affairs, dealings, organization, customers, suppliers, distributors, officers, employees, business, condition (financial or otherwise) of or in connection with the Group or any member of the Group as may be provided by or on behalf of the Group or any member of the Group to or otherwise received by the Director during the course of employment pursuant to this Agreement, or relating to any intellectual property used by the Group or which he may discover or make during the course of employment pursuant to this Agreement including anything which by virtue of clause 13 becomes the absolute property of the Group, including but not limited to documents, materials and information in respect of which any member of the

Group owes an obligation of confidence to any third party;

“機密資料”	本集團或本集團任何成員有關的或由其提供或代表本集團或本集團任何成員提供的，或從其他任何途徑，在該董事根據本協議受僱期間所獲得有關於商業秘密、技術知識、投資、資產、事務、交易、組織、顧客、供應商、分銷商、職員、僱員、業務、財務或其他狀況的，或有關於本集團應用的任何知識產權或該董事在根據本協議受聘期間所開發或創造的知識產權，包括任何應本協議第 13 條而成為本集團絕對權益的，具機密性或不為一般人所知的文件、材料及資料（不論口述、書面、視覺、電子或任何形式），包括但不限於本集團任何成員對第三者負有保密責任的任何文件，材料或資料；
“connected person”	has the meaning ascribed to it in the Listing Rules;
“關連人士”	與「上市規則」內的定義一致；
“Date of Termination”	means the date on which the employment of the Director hereunder terminates except if such termination relates to an assignment by the Company pursuant to Clause 17;
“終止日期”	指該董事根據本協議的僱傭關係終止的日期，除非該終止涉及第 17 條轉讓之外；
“Employment Ordinance”	means the Employment Ordinance (Cap. 57), Laws of Hong Kong;
“僱傭條例”	指「僱傭條例」（香港法律第 57 章）；
“Group”	means the Company and its subsidiaries from time to time and a “member of the Group” shall be construed accordingly;
“集團”	指本公司及其不時的附屬公司，而本集團的成員亦須據此解釋；
“Hong Kong”	the Hong Kong Special Administrative Region of PRC;
“香港”	指中華人民共和國香港特別行政區；
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange;

“上市規則”	指香港聯合交易所有限公司證券上市規則；
“Model Code”	means Model Code for Securities Transactions by Directors of Listed Companies as set out in Appendix 10 to the Listing Rules;
“標準守則”	指上市規則附錄十的上市發行人董事進行證券交易的標準守則；
“PRC”	the People’s Republic of China which for the purpose of this Agreement excludes Hong Kong, Macau and Taiwan;
“中國”或“內地”	指中華人民共和國，就本協議而言，不包括香港、澳門特別行政區和台灣；
“SFO”	means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
“證券及期貨條例”	指「證券及期貨條例」（香港法例第 571 章）；
“Share Option Scheme”	means any share option scheme which may be adopted by the Company pursuant to which the Board may at its discretion grant options to subscribe for shares in the capital of the Company in favour of eligible persons under such scheme (including directors of the Company) as the Board may determine;
“股票權計劃”	指本公司採用的任何股份權計劃，根據該計劃本公司董事會可酌情決定將公司資本股份授予符合該計劃資格的人士（該等人士可包括本公司的董事）；
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited; and
“聯交所”	指香港聯合交易所有限公司；及
“subsidiary”	has the meaning ascribed to it by section 15 of the Companies Ordinance.
“附屬公司”	與「公司條例」第 15 條內的定義一致。

1.2 In this Agreement,  
於本協議內，

- 1.2.1 unless otherwise stated and except as provided in Clause 3.1.7 and Clause 3.4, a reference to the employment of the Director is to his employment by the Company under this Agreement;

除文意另有所指及第 3.1.7 條及 3.4 條外，所有就該董事的僱傭關係的提述是指本公司與該董事根據本協議所訂立的僱傭關係；

- 1.2.2 unless the context otherwise requires, words in the singular include the plural and vice versa, and a reference to a person includes a reference to a body corporate and to an unincorporated body of persons;  
除文意另有所指，本協議對單數的字及詞句的提述，如文意需要，須被視為包括對該字及詞句眾數的提述，反之亦然，對某人的提述包括屬法團或不屬法團團體的提述；
- 1.2.3 a reference to a statute or statutory provision includes a reference to that statute or provision as from time to time modified or re-enacted;  
本協議對任何法律或法律條文的提述，包括對其不時修訂或重新制定的該等法律或條文；
- 1.2.4 an action which the Company is entitled or required to take as a party to this Agreement shall be construed as an action to be taken by resolution of the Board;  
就本協議本公司有權或有需要作為一方的法律或其他行動亦需解釋為由董事會決議通過進行的法律或其他行動；
- 1.2.5 clause headings are for convenience only and have no legal effect; and  
本協議的所有標題僅供參考，並無法律效力；及
- 1.2.6 references to Clauses shall be construed as references to clauses of this Agreement.  
對條款的提述須解釋為對本協議的條款的提述。

## **2. EMPLOYMENT AND TERM**

### **僱傭關係及任期**

- 2.1 The Company shall employ the Director and the Director shall serve as an executive Director of the Company subject to and upon the terms hereinafter set out.  
本公司將基於本協議所述條款聘任該董事，為本公司的執行董事。
- 2.2 Subject to Clause 14, the term of this Agreement shall be for an initial term of three year commencing on 20 December 2018 unless and until terminated by either the Company or the Director giving to the other not less than three (3) months' notice in writing or payment in lieu thereof.  
除此協議第 14 條另有規定外，此協議期限初次為三年，由 2018 年 12 月 20 日起計直至本公司或該董事給予對方不少於三(3)個月書面通知或代通知金終止此協議。
- 2.3 The Director represents and warrants that he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits his from entering into this Agreement or from performing his duties hereunder.  
該董事表述及保證彼並未受任何法院頒令、合同、安排或承諾的規範或禁止而令其不能簽署本協議或履行本協議下的職責。

### 3. DIRECTORS' DUTIES

#### 該董事的職責

3.1 During the continuance of his employment hereunder, the Director shall:

該董事在其根據本協議的委任期間須：

3.1.1 (A) be fully responsible for the overall management of the Group's business and perform duties of the office of executive Director in accordance with the directions of the Board or the Chairman including day-to-day management of the affairs of the Group and attendance at meetings of the Board convened on reasonable notice; and

全權負責本集團業務的整體管理及依據董事會或主席指示履行作為執行董事的職責，包括集團日常事務管理及出席已發出合理通知期召開的董事會會議；及

(B) perform such other duties as may from time to time be assigned to him by the Board or the Chairman relating to the Business;

履行不時由董事會或主席委派有關業務的任何職責；

3.1.2 in all respects observe and comply with resolutions of, regulations and directions given by or under the authority of the Board or the Chairman;

在董事會授權下，在各方面注意及遵守董事會的決議、規章及指示；

3.1.3 use his best endeavours to protect and promote the interests of the Group;

盡其最大努力保護及推廣本集團的權益；

3.1.4 subject to Clause 3.1.8 and Clause 3.4, devote the whole of his working time, attention, skill and ability to discharge of details of his office as executive Director of the Company;

受限於第 3.1.8 及 3.4 條，將其所有工作時間、精神、技術及能力執行其作為本公司執行董事的職責；

3.1.5 faithfully and diligently perform such duties according to the best of his skills and ability and exercise such powers in relation to the Group as are consistent with his office;

忠誠勤奮地以最佳技術及能力執行其職責，並行使與其在集團內職位相稱的權力；

3.1.6 at all times keep the Board or the Chairman promptly and fully informed of his actions and report to the Board in relation to his management of the Group in such manner as the Board or the Chairman may from time to time determine;

以董事會或主席不時決定的形式，向董事會匯報其在集團內的管理事務，使董事會或主席時刻及時並完全知悉其在集團內的活動；

3.1.7 provided that his duties are not affected, ensure that the all affairs of the Group being reported to the Board are considered objectively and fairly by the Board;

在不影響其職責的情況下，確保所有提交到董事會的事宜將經由董事會作客觀和公正的考慮；

- 3.1.8 in pursuance of his duties hereunder perform such services and without further remuneration, accept such offices as the Board or the Chairman may from time to time reasonably require; and  
依據本協議下的職責，履行及提供有關服務及接受由董事會不時及合理委任，並不獲發額外報酬；及
- 3.1.9 When the Director is carrying out his duties as a director of the Company, the Company would provide all necessary resources and assistance as required by the Director from time to time.  
當董事執行其職務時，本公司將會不時為該董事提供其所需的必要資源及幫助。
- 3.2 The Director shall conform to such hours of work as may be required for the proper performance of his duties under this Agreement.  
該董事需遵守所需要的工作時間而恰當地執行其在本協議項下的職務。
- 3.3 The Director is required to work in any place in Hong Kong or such other locations (whether in Hong Kong or elsewhere) as the Board or the Chairman may from time to time direct and the Director will be required to travel and work outside Hong Kong as directed by the Board or the Chairman from time to time.  
該董事須在本公司於香港的任何地點，或董事會及主席不時指示的香港以內或以外其他地區工作，該董事亦需在董事會及主席不時指示下，出差到海外公幹。
- 3.4 The Board may require the Director to perform duties or services not only for the Company but also for any member of the Group where such duties or services are of a similar status to or consistent with the Director's position.  
董事局除可要求該董事履行有關本公司的職責或服務外，亦可要求該董事承擔在本集團任何成員內職位相若的職責或服務。
- 3.5 The Director shall comply with and exercise his best endeavours to procure the Company's compliance with the relevant requirements of all applicable laws, regulations, code of practice, rules, guidelines and practice notes including without limitation, the memorandum and articles of association of the Company, the Companies Ordinance, the SFO, the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Repurchases and the rules of any other stock exchange, or relevant regulatory authority, market or dealing system on which the securities of the Company or any member of the Group may be traded and the applicable laws, regulations, codes of practice and rules in that jurisdiction.  
該董事須遵守並行使其最大努力而確保本公司遵守所有相關法例、規條、業務守則、規條、指引及應用指引，包括但不限於本公司的組織章程大綱、公司條例、證券及期貨條例、上市規則、香港公司收購、合併及股份購回守則，以及其他任何交易所、有關監管機構、市場或交易系統（本公司或本集團任何成員的證券可在其交易）在該司法區域內的任何規則、相關法例、業務守則或規條。
- 3.6 The Director acknowledges that he is a connected person or connected party, as the case may be, of the Company for the purposes of the Listing Rules. The Director further acknowledges that all transactions between (i) the Director and/or his associates and (ii) the Company and/or any of its subsidiaries will constitute connected transactions of the Company within the meaning of the Listing Rules, and hereby agrees and undertakes with the Company that (or, in respect of any transaction between any of his associates and the Company and/or any of its subsidiaries, to use his best efforts to procure that)



all such transactions shall be subject to and conditional upon fulfilment of all relevant requirements under the Listing Rules as applicable and from time to time in force or otherwise by the Stock Exchange or other relevant regulatory body, and that the Director shall do or procure to be done all such further acts, deeds, things and documents as may thereby become necessary.

該董事確認彼是，視屬何情況而定，根據上市規則規定內的一位本公司的關聯人士或關連人士。該董事並再確認所有關於以下人士的交易：(i) 該董事及／或其聯繫人與 (ii) 本公司及／或其任何附屬公司，將構成上市規則定義下的關連交易，該董事在此向本公司同意及承諾（或，關於其聯繫人及本公司及／或其任何附屬公司的交易，盡其能力促致）所有有關交易會受上市規則下訂立的條件規範下，在符合該等條件並在遵守聯交所及任何有關監管機構不時實施的規則下進行。該董事必須實行或促致實行所有由此引致需要完成的行動、行為、契約、事情及文件。

#### **4. SALARY** **薪酬**

4.1 No base salary or director's fee shall be payable to the Director under this Agreement.  
該董事在本協議下將不收取基本工資或董事袍金。

4.2 The Director shall abstain from voting and not be counted in the quorum in respect of any resolution of the Board regarding his salary review, the Bonus Scheme, the Share Option Scheme or other benefits or allowances payable to himself in relation to his employment under this Agreement which is proposed at any meeting of the Board.  
在提議商討該董事有關本協議的僱傭關係的薪酬、獎金計劃、股票權計劃或其他福利或津貼的董事會會議決議中，該董事不可被計算在法定人數內及需棄權投票。

#### **5. BONUS** **獎金**

5.1 The Director shall be entitled to participate in the Bonus Scheme and/or the Share Option Scheme, provided that his entitlement thereunder shall be determined at the absolute discretion of the Board. The amount payable to the Director shall be decided by a majority number of the members of the Board present at the meeting for determining such bonus and/or share option (provided that the Director shall abstain from voting and not be counted in the quorum in respect of the resolution regarding the amount so payable to the Director). Receipt of a bonus and/or share option under the Bonus Scheme and/or the Share Option Scheme in one year is not a guarantee of future bonus and/or share option.

該董事有權參與獎金計劃及／或股票權計劃，唯其權利將完全由董事會酌情決定。該董事獲得的獎金由決定獎金及／或股票權的董事會會議出席的大多數成員（唯該董事就該決議不可被計算在法定人數及需棄權投票）決定。某一年度曾領取獎金計劃及／或股票權計劃下的獎金及／或股票權不保證未來獎金及／或股票權。

5.2 Any such bonus and/or share option will be paid within 90 days after the Company's accounts for that year have been laid before it in general meeting. No entitlement to any bonus and/or share option shall accrue until the bonus and/or share option payment date. The Director must continue to be employed and not working any period of notice

on the payment date to be eligible to be considered for participation in a Bonus Scheme and/or Share Option Scheme.

任何該項獎金及/或股票權將於本公司股東大會（其中包括審視該年度會計報告）後 90 天內發放。在獎金及/或股票權支付日期之前，均未產生任何領取獎金及/或股票權的權利。該董事必須於獎金及/或股票權支付日期繼續受僱並且非正處於離職通知期，才符合資格可獲得考量能否參與獎金計劃及/或股票權計劃。

## **6. OTHER BENEFITS** 其他福利

In addition to the foregoing remuneration and benefits, the Director shall, at all times during the period of the Director's employment hereunder and subject to determination by the Board, be entitled to participate in such medical policies and such other employment benefits as the Company may in its absolute discretion determine.

除上述薪酬和福利外，該董事可在其僱傭關係的時間內，受董事會決定限制下，有權參與醫療政策及享有其他僱傭福利（完全由本公司酌情決定）。

## **7. EXPENSES** 費用

- 7.1 The Company will reimburse the Director all reasonable expenses (including expenses of entertainment, subsistence and travelling) properly incurred by him in the performance of his duties under this Agreement and the Director will provide the Company with receipts or other evidence of the payment of such expenses in such manner as the Board may require.

本公司將全數付還該董事在履行本協議職責的情況下，適當及合理地使用或招致的費用（包括娛樂費，生活費及差旅費）。該董事需根據董事會要求的任何方式向本公司提供單據或其他使用該等費用的證據。

- 7.2 Except as specifically provided herein, the Director shall not be entitled to receive any remuneration or be reimbursed in respect of any expenses incurred by him in the discharge of his duties under this Agreement.

除在本協議特別規定外，該董事將無權收取任何薪酬或全數付還其在執行本協議職責下而支出的任何費用。

## **8. ANNUAL LEAVE, SICK LEAVE, HOLIDAYS AND REST DAYS** 年假、病假、假期及休息日

- 8.1 In addition to Sundays and public holidays as announced by the government of the jurisdiction in which the Director is stationed, the Director shall be entitled to fourteen (14) working days annual leave each calendar year with full pay which period shall include and be aggregated with all other paid holidays to which the Director is entitled to by virtue of any other agreement with the Company, to be taken at such times as may be approved by the Board or such person delegated by it for this purpose, provided where in any calendar the Director is not within the employ of the Company for a full calendar year, such entitlement will be calculated on a pro-rata basis for that calendar

year. While the Director is typically not required to work on Saturday and Sunday, only Sunday shall comprise a statutory rest day.

除星期日或該董事所駐的司法轄區政府公佈的公眾假期外，該董事將享有每公曆年十四工作天有薪年假，此期間應包括並合計該董事在和本公司的任何其他協議項下有權享有的所有其他有薪假期，但如在任何一個公曆年度內，該董事受僱不足一年，則可享有的年假按比例計算。該董事享用年假需獲得董事會或其授權人士批准。該董事雖通常不需在星期六及星期日上午，唯只有星期日會定為法定休息日。

- 8.2 Annual leave shall accrue and be taken in accordance with the Company's policy / handbook to be adopted by the Company from time to time. Statutory annual leave (the portion of annual leave required under Hong Kong law) must be taken at the time required under the Employment Ordinance, which is the year after it accrues. Any non-statutory annual leave must be taken within the same year that it accrues or it will be forfeited without any payment in lieu. Except in the first year, annual leave taken will be reduced against the Director's statutory annual leave balance first. Once the Director uses all of his statutory annual leave, any further leave he takes will be reduced against his non-statutory annual leave balance.

年假的累積及使用將依據公司不時制訂及實行的政策或手冊內的規定，法定年假（按照香港法律規定的年假部分）必須於僱傭條例所規定的期間（即累算該法定年假的下一年內）休完。任何額外年假必須於累算該額外年假的當年內休完，否則將作廢而不會獲得金錢賠償。除在第一年外，該董事所休的年假將首先用於扣減該董事的法定年假。當該董事休完彼所有的法定年假，其後所休的年假將扣減該董事的額外年假。

- 8.3 The Director will be entitled to leave of absence (to be paid at the Director's Base Salary referred to in clause 4 hereunder) for up to a maximum of thirty (30) days on medical grounds in any twelve (12) months' period during the term of this Agreement provided that the Director shall, if required, provide the Company with medical certificates covering the period of absence. Such sickness days will be deducted from the Director's statutory sick leave balance to the extent permitted by law. If the Director takes sick leave in excess of thirty (30) days in any twelve (12) month period, his sickness allowance (if any) will be calculated in accordance with the Employment Ordinance.

在本協議期內，該董事在每 12 個月期內可享有最多達 30 天的有薪（以第 4 條所述該董事的基本薪酬計算）病假，唯該董事需按要求向本公司提供缺勤期間的醫療證書。受限於相關法例，該等有薪病假將用於扣減該董事的法定病假日。如果該董事在任何 12 個月期間放取超過 30 日病假，其疾病津貼（如有）將根據僱傭條例計算。

## 9. EXCLUSIVITY OF SERVICE 服務的排他性

During the period of the Director's employment hereunder, the Director shall devote sufficient working time and attention to his duties hereunder and shall not (without the prior written consent of the Board) directly or indirectly either on his own account or on behalf of any other person, company, business entity or other organization engage in, or be concerned with, or provide services to (whether as an employee, officer, director, agent, partner, consultant or otherwise) any other business which is in competition with the Business.

該董事在依據本協議的僱傭關係內，須將其足夠的工作時間及注意力投放在本協議的職責上，不可（在沒有董事會的預先書面同意下）直接或間接，為本人或其他人士、公司、業務實體或其他機構，從事、涉及或提供任何服務予（不論以僱員、工作人員、董事、代理人、合夥人、顧問或其他形式）與本公司業務競爭的任何其他業務。

## **10. SHARE DEALINGS** **股票交易**

- 10.1 The Director shall comply with the Model Code and the SFO and will not act so as to commit any offence under the SFO.  
該董事必須遵守標準守則及證券及期貨條例，並不會作出證券及期貨條例下的犯罪行為。
- 10.2 The Director shall notify the Company of his interests and/or short positions in the shares and/or debentures of the Company and its associated corporations (as defined in section 308 of SFO) within such time period and in such manner as required under Part XV of the SFO.  
該董事必須在證券及期貨條例第 XV 部規定的時間及以其規定的方法向公司申報其於本公司及其相聯法團之股票及／或債券的權益及／或短倉（依據證券及期貨條例第 308 條的定義）。
- 10.3 In addition to and without prejudice to Clauses 10.1 and 10.2, the Director shall comply where relevant with every rule of law, every regulation of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which he or his associate deals and the articles of association of the Company in force for the time being in relation to dealings in shares, debentures or other securities of the members of the Group and in relation to inside information (as defined in the SFO) of the Group.  
在不損害第 10.1 及 10.2 條的原則下，及在此兩條以外，該董事需就其本人或其聯繫人的股票、債券或其他證券的交易及本集團的未公開資訊（依據證券及期貨條例內的定義）遵守所有聯交所、香港證券及期貨事務監察委員會或其他監管機構及該董事或其聯繫人有在其中交易的任何市場的在當時實行的一般法律規則和條例及本公司的章程細則。

## **11. CONFIDENTIALITY** **機密資料**

- 11.1 The Director shall not and shall procure that his associates shall not during his employment hereunder and after the Date of Termination at any point of time disclose any Confidential Information except as authorized, in the proper course of his employment hereunder or as required by law and except for those documents, materials and information which are already in public knowledge (otherwise than through the default of the Director).  
該董事在其依據本協議的僱傭關係下及在終止日期後的任何時間，除在其被授權或其僱傭關係內適當的情況或法律要求下，不可及需確保其聯繫人不可向外透露任何機密資料，唯已在大眾知識內的文件、材料及資訊（在非該董事失責情況下而變成大眾知識）除外。

- 11.2 All documents or tangible items which belong to any member of the Group or which contain any Confidential Information and any copies thereof shall be and remain the property of the Company.  
所有屬於本集團任何成員或載有機密資料的文件或實物及其複製件將為並持續為本公司的財產。
- 11.3 Save as required in the proper and ordinary course of his employment hereunder, the Director must not remove any documents or tangible items which belong to any member of the Group or which contain any Confidential Information from the premises of any member of the Group, whether in Hong Kong, the PRC or elsewhere, at any time without proper advance authorisation by the relevant member of the Group.  
除在其依據本協議的僱傭關係內適當及在正常貿易途徑下，該董事不能在任何時間，在沒有得到有關集團成員的適當預先授權下，從本集團任何成員的處所（不論在香港、內地或其他地方）內移走任何屬於集團成員或載有機密資料的文件或實物。
- 11.4 The Director must return to the Company upon request and, in any event, upon the termination of his employment hereunder, all documents and tangible items which belong to any member of the Group or which contain or refer to any Confidential Information and which are in his possession or under his control and shall not retain any copy thereof.  
該董事必須應本公司要求，及在任何情況下，在依協議訂立的僱傭關係終止時，歸還在其管有或控制下，屬於本集團任何成員或載有或提及任何機密資料的所有文件及實物並不可保留任何複製件。
- 11.5 The Director must, if requested by the Company, delete all Confidential Information from any re-usable material and destroy all other documents and tangible items which contain or refer to any Confidential Information and which are in his possession or under his control.  
如本公司要求，該董事必須刪除所有在可再用材料上的機密資料及銷毀所有在其管有或控制下，載有或提及任何機密資料的文件及實物。
- 11.6 In the event of the Director's breach of any of the terms herein, the Director agrees to indemnify the Company (for itself and as trustee for the other members of the Group) in full for any losses and damages suffered and expenses reasonably incurred by the Group or any member of the Group as a result thereof.  
倘若該董事違反本協議條款，該董事同意對本公司的任何損失及損害及由本集團或本集團任何成員因此產生的任何合理費用作出補償（以本身利益身份及本集團每一成員的信託人身份）。

## **12. RESTRICTIVE COVENANT** **終止委任後的限制**

- 12.1 Without prejudice to any restrictive covenant under the Director's employment with a member of the Group or parent of the Company, the Director hereby agrees that, during the term of his employment hereunder and for a period of six (6) months after the Date of Termination, he will not whether by himself, through his employees or agents or otherwise howsoever :-

除該董事與本集團任何公司和/或本公司的母公司的僱傭關係外，該董事在此同意，在其依據本協議的僱傭關係內及在本協議終止日期後六（6）個月，不會通過自己，其僱員或、代理人或其他形式：-

12.1.1 engage or be engaged in whether directly or indirectly in any business, other than with the prior written approval of the Board, which is in competition with or similar to the Business or take employment with any person, firm, company or organisation engaged in or operating, whether directly or indirectly, such business in or assist any such person, firm, company or organisation with technical, commercial or professional advice in relation to such business, provided that this shall not prohibit (i) the holding (directly or through nominees) of investments listed on any stock exchange as long as not more than five per cent of the issued shares or stock of any class of the relevant company shall be so held or (ii) any holding of securities of any company within the Group;

在除獲得董事會預先書面批准的其他權益外，不論直接或間接從事或受聘從事任何與本公司業務競爭或相似的業務，或直接或間接地受僱於任何人士、商號、公司或機構，從事或經辦或在技術上、商業上協助該人士、商號、公司或機構，或提供專業建議使其從事或經辦該等業務。但此限制不適用於禁止（i）持有有關公司（直接持有或經代名人持有）在任何交易所上市的股票投資。只要該投資涉及不多於該有關公司已發行的股票或某一類別的股份的5%；或（ii）持有任何本集團任何公司的證券；

12.1.2 either on his own account or for any person, firm, company or other organisation, whether directly or indirectly, solicit business from any person, firm, company or organisation who at any time during the term of his employment hereunder has dealt with the Company or any other member of the Group or who on the Date of Termination is in the process of negotiating with the Company or any other member of the Group in relation to the Business;

不論為其本人或為任何其他人士，商號、公司或機構，直接或間接地，向任何其在依據本協議訂下的僱傭關係內的任期中曾接觸本公司或本集團任何成員的任何人士或在協議終止日期時與本公司或本集團任何成員正進行業務上的商討的人士招攬銀行業務方面的生意；

12.1.3 either on his own account or for any person, firm, company or other organisation, whether directly or indirectly, employ or solicit for employment any person who has during the term of his employment hereunder being a director, officer, manager, agent or servant of or consultant to the Company or any other member of the Group and who by reason of such employment is or may be likely to be in possession of any Confidential Information, whether or not such person would commit any breach of his contract employment or services by reason of leaving the service of the relevant member of the Group; and

不論為其本人或為任何其他人士，商號、公司或機構，直接或間接地，僱用或唆使游說任何在其在任期間曾在本公司或本集團任何其他成員內擔任董事、人員、經理、代理人，受僱人或顧問的人士，或有可能在其任職期間獲取任何機密資料的任何人士轉職，不論該等人士的離職是否有違反其僱傭合約；及

12.1.4 either on his own account or for any person, firm, company or other organisation, whether directly or indirectly, solicit or entice or endeavour to solicit or entice away from any member of the Group any director, officer, manager, agent or servant of any member of the Group whether or not such person would commit

any breach of his contract of employment or services by reason of leaving the service of the relevant member of the Group.

不論為其本人或為任何其他人士，商號、公司或機構，直接或間接地，唆使、慫恿、或盡力唆使或慫恿任何本集團成員的任何董事、人員、經理、代理人、或受僱人離職。不論該等人士的離職是否有違反其僱傭合約。

- 12.2 After the Date of Termination (for whatever reason and howsoever caused) or, if later, the date of his ceasing to be a director of the Company the Director will not represent himself or permit himself to be held out as being in any way connected with or interested in the business of the Group or any member of the Group.

在本協議終止日期後（以何種原因終止或無論如何導致），或如在較後時間，在其作為本公司的董事的委任終止後，該董事不會顯示或容許以任何途徑顯示與本集團或本集團任何成員的業務有任何關係及利益。

- 12.3 Each of the restrictions in the sub-clauses in Clause 12.1 are separate and severable and in the event of any such restriction being determined as being unenforceable in whole or in part for any reason such unenforceability shall not affect the enforceability of the remaining restrictions or, in the case of part of a restriction being unenforceable, the remainder of that restriction.

列於 12.1 條的每一項限制的責任皆為獨立和可分割的，倘若該等限制被裁定為全部或局部無效，餘下的限制的有效性將不會被影響。倘若某一項限制的某部份被裁定為無效，該項剩餘部份的有效性不會被影響。

- 12.4 The restrictions entered into by the Director in the sub-clauses in Clause 12.1 are given to the Company for itself and as trustee for each other member of the Group and the Director agrees that he will at the request and cost of the Company enter into a further agreement with any such other member of the Group whereby he will accept restrictions corresponding to the restrictions in this Agreement (or such of them as that member of the Group in its discretion shall deem appropriate). The Company declares that insofar as these restrictions relate to such other members of the Group it holds the benefit of them as trustee. In exercising any right as trustee hereunder the Company shall be entitled to limit the action it takes to such action as it may, in its absolute discretion, consider reasonable.

於本協議內 12.1 條的限制，適用該董事對本公司及本集團每一成員（就本協議，本公司以本身利益身份及本集團每一成員的信託人身份簽署）。該董事同意，如應本公司要求及由本公司負責有關費用，會和本集團任何成員簽署另一份協議並會接受列於該另一份協議而相應本協議限制條款的限制條款（或有關本集團成員在其酌情範圍內認為恰當的額外限制條款）。本公司聲明，就本集團該有關成員對該董事的額外限制條款，本公司作為本集團各成員的信託人，亦受該等額外條款的保障。就行使作為信託人的權益時，本公司有權行使其絕對酌情權，以其認為合理的方法及行動（包括法律行動）行使其局部權益。

- 12.5 While the restrictions contained in the sub-clauses in Clause 12.1 are considered by the parties to be reasonable in all the circumstances, it is recognised that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or any other member of the Group but would be valid if part of the wording thereof were deleted or the periods (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

雙方同意 12.1 條內的限制條文在任何情況下均屬合理，但若在未可預見的情況下如該等限制因技術原因被裁定因對本公司或本集團任何成員權益的保障超出

合理範圍而無效時，倘若將某些部分刪除或其適用的期限（如有）縮短，該等限制將成為有效，則該等限制須作出該等必要的修改，以使其有效及生效。

### 13. INVENTIONS AND OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY 發明、其他工業或知識產權

- 13.1 The parties foresee that the Director may make inventions or create other industrial or intellectual property in the course of his duties hereunder and agree that in this respect the Director has a special responsibility to further the interests of the Group and shall keep confidential all such inventions or other industrial or intellectual property save to the extent that the same are in the public domain other than through disclosure attributable to or permitted by him.

雙方預期該董事或會在其在任期間有所發明或創作工業或其他知識產權，雙方同意就此該董事對本公司有特別責任去促進及推動本公司的權益並且對所有所述發明或其他工業或知識產權保持機密，除非其已由非他引起或允許的方式披露而進入公眾領域。

- 13.2 Any invention or improvement or design made or process or information discovered or copyright work or computer program or trade mark or trade name or get-up created by the Director during the continuance of his employment hereunder (whether capable of being patented or registered or not and whether or not made or discovered in the course of his employment hereunder) in conjunction with or in any way affecting or relating to the Business or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of such Company or such member of the Group as the Company may direct (the “**Relevant Group Company**”).

該董事在本協議的僱傭關係期間就本公司業務或影響本公司業務或可應用於或實施於、或有關於本公司業務的任何發明、改良、設計、加工、資料發現、版權作品、電腦程式、商標或包裝設計（不論是否合乎專利申請或版權註冊的資格及是否在其僱傭關係內的過程中發明），必須即時向本公司透露，而該等專利或版權屬本公司或其指定的本集團任何其他成員的絕對權益（“**有關集團公司**”）。

- 13.3 The Director shall if and whenever required so to do by the Company or the Relevant Group Company (as the case may be) at the expense of the Company apply or join with the Company or any other member of the Group in applying for letters patent or other protection or registration for any such invention improvement design process information copyright work computer program trade mark trade name or get-up as aforesaid which belongs to such company and shall at the expense of the Company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all right title and interest to and in the same in such company absolutely and as sole beneficial owner or in such other person as the company may specify.

該董事須在本公司或有關集團公司（視屬何情況而定）要求下，以本公司資金，申請，或與本公司或本集團任何其他成員一同申請以上屬於本公司的有關該等發明、改良、設計、加工、資料、版權作品、電腦程式、商標或包裝設計的專利或商標／版權註冊。該董事亦須就該等專利／商標／版權的申請／註冊所獲賦予的保障、權利、業權及權益，以本公司資金，簽署任何文件及作出一切需要的行動致使本公司或本公司指明的任何人士成為該等保障、權利、業權及權益的唯一實益擁有人。



- 13.4 The Director hereby irrevocably appoints the Company to be his attorney in his name and on his behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Company or the Relevant Group Company (as the case may be) the full benefit of this Clause 13 and in favour of any third party a certificate in writing signed by any director or by the Secretary of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case without further enquiry.

該董事現不可撤回地委任本公司為其受權人，可以以其名義或代其就此 13 條付予的全部利益簽署任何文件或作出何事情致使本公司或有關集團公司（視屬何情況而定）取得上述權益。就對惠及第三者而言，由任何本公司董事，或公司秘書，經由此受權簽署的文件或任何行動，該等董事或公司秘書簽署的證書乃對該文件的合法簽署或該行動的合法性的，無須進一步調查的，不可推翻的證據。

## **14. TERMINATION** **終止僱傭關係**

- 14.1 The Company will be entitled to terminate the employment of the Director without notice and/or any compensation to the Director if the Director:  
本公司在以下情況有權無需對該董事發出任何通知期及／或任何補償下終止其僱傭關係，如該董事：

14.1.1 commits a material or persistent breach of any term of this Agreement;  
嚴重或持續違反本協議內的任何條文；

14.1.2 is guilty of conduct tending to bring himself or the Group or any member of the Group into disrepute;  
其任何行為致使其本人，本集團或本集團任何成員的聲譽受損；

14.1.3 neglects, fails or refuses to carry out any of the duties properly and reasonably assigned to him by the Board under this Agreement;  
疏忽、未能或拒絕履行董事會根據本協議適當及合理地指派的職責；

14.1.4 becomes lunatic or of unsound mind;  
變成精神失常或精神不健全；

14.1.5 becomes bankrupt or have a receiving order made against him or suspend payment of his debts or compound with his creditors;  
變成破產，接收對其下令的法庭接管令，暫停其債務或與其債權人作出一般性妥協；

14.1.6 becomes prohibited by law from being a director of a company or be disqualified to act as a director of the Company under any applicable law, the Hong Kong Codes on Takeovers and Mergers and Share Repurchases or any rules prescribed by the Stock Exchange or any other stock exchange upon which the securities of the Company may be listed;  
被法律禁止出任公司董事，或根據任何適用法例，香港公司收購、合併及股份購回守則或聯交所或任何本公司證券可在其上市的交易所規則下喪失或被取消董事資格；

- 14.1.7 is guilty of any dishonesty, grave misconduct or wilful default or neglect in the discharge of his duties hereunder;  
干犯欺詐，嚴重不當行為，故意失責或疏忽職守；
- 14.1.8 is absent from the meetings of the Board during a continuous period of three months, without special leave of absence from the Board, and has not arranged for his alternate director (if any) to attend in his stead during such period; or  
在沒有獲得董事會特別批准情況下，連續三個月缺席董事會會議，亦沒有安排其候補董事（如有）出席；
- 14.1.9 is convicted of any criminal offence (other than an offence which in the reasonable opinion of the Board does not affect his position as a director of the Company) or be identified as an insider dealer under any statutory enactment or regulations relating to insider dealing in force from time to time;  
被裁定觸犯刑事罪行（董事會的合理意見認為該罪行不影響其出任公司董事職位除外）或根據任何不時實行關於內幕交易的法律或規則辨識為內幕交易者；
- 14.1.10 is prohibited by law from fulfilling his duties provided for hereunder;  
被法律禁止而令其不能履行本協議下的職責；
- 14.1.11 is sanctioned by the Stock Exchange under the Listing Rules.  
在上市規則項下受聯交所懲罰。
- 14.2 Either party may terminate this Agreement by giving to the other party not less than three months' written notice in writing. The Company may at its sole and absolute discretion pay a proportionate amount of the salary in lieu of any required period of notice.  
任何一方可以給予對方不少於三個月書面通知以終止此協議。本公司可根據其全權絕對酌情支付合乎比例的薪酬而代替任何所需的通知時間。
- 14.3 If the Director shall cease to be a director of the Company (otherwise than pursuant to the provisions of the articles of association of the Company relating to the retirement of directors by rotation, provided that the Director is re-elected at the annual general meeting at which he retires), his employment hereunder shall thereby automatically terminate but if such cessation shall be caused by any act or omission of the Director without the consent, concurrence or complicity of the Board 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, the Director hereby consents to retirement by rotation in accordance with the articles of association of the Company and the requirements of the Listing Rules at such time as may be required by the Board.  
如該董事停止擔任本公司的董事（根據本公司章程細則輪換卸任，而該董事在有關其辭任的週年大會再獲選為董事除外），則其僱傭關係則會自動終止。如其僱傭關係的提前終止為該董事在沒有獲得董事會的同意，贊同或共識下的行為或不作為而構成，則該行為或不作為可視作對本協議的違反，而所引致的終止僱傭關係不會影響對該違約行為的賠償申索。為免生疑問，該董事同意根據本公司章程細則或應董事會要求，根據上市規則而作出的董事輪換卸任。

- 14.4 On the Date of Termination (for whatever reason and howsoever caused) or such earlier date as requested by the Board, the Director will promptly:  
在終止日期（不論因任何原因或如何導致）或任何董事會要求的較早日期，該董事將會迅速：
- 14.4.1 resign (if he has not already done so) from all offices held by him in any member of the Group; and  
辭去（如其尚未作出相應行動）其於本集團任何成員內擔任的職務；及
- 14.4.2 deliver up to the Company all Confidential Information (which is in tangible form) and lists of customers, correspondence, documents, books, papers, materials, credit cards and other property (including but not limited to any motor vehicle) belonging to any member of the Group which may be in his possession or under his control;  
交出本公司的所有機密資料（實物形式）及由該董事管有或受其控制，屬於本集團任何成員的客戶名單、通信、文件、書記、紙、材料、信用卡及其他財產（包括但不限於汽車）；
- and the Director irrevocably authorises the Company in his name and on his behalf to execute all documents and do all things necessary to effect the resignations referred to above, in the event of his failure to do so.  
如該董事未能如上述辭去其有關職務，該董事不可撤銷地授權本公司以其名義及代表其簽署任何文件或作出任何行動，辭退該董事的有關職務。
- 14.5 Any obligations of the Director under this Agreement which are expressed to continue after the Date of Termination shall continue in full force and effect notwithstanding the termination of his employment hereunder.  
所有在本協議內訂明在終止日期後繼續有效的該董事責任，儘管在此僱傭關係終止後依然繼續完全有效。
- 14.6 The Director agrees that the Company may apply any sums which may be due from the Company to the Director (including, without limitation, accrued salary and/or holiday pay) at the Date of Termination (for whatever reason and howsoever caused) against any sums which may be due from the Director to the Company which latter sums shall, notwithstanding any agreement between the Company and the Director to the contrary, be deemed to fall due upon the Date of Termination if the actual due dates of such sums are after the Date of Termination, and the Director further agrees that in the event of his failure to give due notice of termination of this Agreement under Clause 2.2, the Company may retain any such sums to offset the payment in lieu of notice payable by the Director, without prejudice to the Company's right to claim damages for any additional loss it may suffer as a result of the Director's failure to give due notice of termination.  
該董事同意受限於適用法律本公司可以本公司在終止日期(無論任何理由或原因)應到期支付該董事的任何金額（包括但不限於，累計的薪酬），來抵消任何該董事應到期支付於本公司的任何金額，不論本公司與該董事之間有任何與之相悖的協議，就算上述金額的實際到期日在終止日期之後，後者金額也應被視為在終止日期時到期。該董事進一步同意，如彼未能發出在本協議第 2.2 款下的適當終止通知，本公司可保留任何所述金額，以抵銷該董事需付的代通知金而不影響本公司由於該董事未能發出適當終止通知而遭受的額外損失的賠償要求權力。

- 14.7 In the event either party gives notice to terminate this Agreement other than with immediate effect, the Company reserves the right to put the Director on garden leave for a maximum of six (6) months. If the Company does require the Director to take any period of garden leave, the duration of the restrictions set out at Clause 12.1 shall be reduced by a period equal to the length of time the Director is required to serve on garden leave.  
如任何一方向對方發出終止本協議的通知（即時離職除外），本公司保留讓該董事放「花園假期」（停職留薪）的權利最多不超過六（6）個月。如本公司要求該董事放花園假期，則在 12.1 條下的限制條款的期限，會因應該董事放花園假期的時間而縮短。
- 14.8 Notwithstanding any other terms of this Agreement, the Company shall be entitled to terminate this Agreement by one (1) month's notice in writing given at any time while the Director shall have been incapacity or prevented by reason of ill health, injury or accident from performing his duties hereunder for a period of or periods aggregating more than thirty (30) days in the twelve (12) months preceding the giving of such notice. The Company may at its sole and absolute discretion pay a proportionate amount of the salary in lieu of any required period of notice.  
不顧本協議下的任何其他條約，任何連續十二（12）個月期間，董事因病，受傷，或意外事故，喪失或無法執行本協議規定責任的能力連續或累積達三十（30）日以上，則公司有權隨時發出一月書面通知終止本協議。本公司可根據其獨有的絕對酌情權決定支付合乎比例的薪酬而代替任何所需的通知時間。
- 14.9 Save as expressly provided herein, neither party may terminate this Agreement.  
除非本協議明示規定，任何一方不可終止本協議。
- 14.10 The Director shall have no claim against the Company or any other member of the Group for damages or otherwise by reason of termination under Clause 14. and no delay or forbearance by the Company or any members of the Group in exercising any such right of termination shall constitute a waiver of that right.  
該董事不得以第 14.1 條規定的終止為由對本公司或本集團任何其他成員索求賠償或其他，本公司或本集團任何其他成員延遲或延期行使任何此終止權並不構成放棄這一權利。

## **15. ENTIRE AGREEMENT**

### **協議的整體性**

This Agreement supersedes all previous agreements and arrangements (if any) relating to the employment of the Director by any member of the Group and sets out the entire agreement of the parties in relation to the Director's employment with the Company.  
本協議代替及取代先前有關於該董事與本集團任何成員有關僱傭關係的所有協議及安排（如有），並列出有關該董事與本公司僱傭關係的所有條款和完整協議。

## **16. OBLIGATIONS TO THIRD PARTIES**

### **對第三者的責任**

The Director warrants that by virtue of entering into this Agreement and performing the duties set out in this Agreement he will not be in breach of any contract of service

or for the provision of services or any partnership agreement and will, save as implied by law, be free from all agreements, arrangements or other restrictions restricting his right to compete with any person or to solicit clients or employees of any person or in any way restricting him from performing this Agreement in accordance with its terms. 該董事保證憑藉簽署本協議及履行本協議內的職責，其並不會因此違反任何服務合約或服務條款或合夥人協議，及除根據法律而隱含外，不受任何協議、安排或其他限制影響，而被禁止其與任何其他人士競爭，招攬任何人士的客戶或僱員，或在任何方面限制其履行本協議的條款。

## **17. ASSIGNMENT** **轉讓**

The Company reserves the right forthwith on written notice to the Director to assign its rights and obligations under this Agreement to any other member of the Group and any reference to the Company in this Agreement shall thereafter be a reference to any such company.

本公司保留權利以書面形式通知該董事實施將其在本協議下的權利和義務轉讓予本集團的任何其他成員，本協議涉及本公司的表述此後亦即涉及上述公司。

## **18. RELATIONSHIP** **關係**

None of the terms of the Agreement shall be deemed to constitute a partnership or joint venture between the parties for any purpose.

本協議的任何條款均不應被視為構成雙方因任何目的而形成的合夥或合資。

## **19. WAIVER** **棄權**

- 19.1 Time is of the essence of this Agreement but no failure or delay on the part of either party to exercise any power, right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy by that party.

時間乃本協議的關鍵，但任何一方之失敗或延誤行使本協議下的任何權力、權利或補償不可被視為對其之放棄，而任何一方之單次或部分行使其任何權力、權利或補償不可排除該協議方另行或進一步行使其他任何權力、權利或補償。

- 19.2 The remedies provided herein are cumulative and are not exclusive of any remedies provided by law.

此合約所規定的補償為累積形式並不排除法律規定的任何補償。

- 19.3 If the employment of the Director is terminated:  
如該董事的終止受僱：

19.3.1 by reason of the liquidation of the Company for the purpose of amalgamation or reconstruction; or

由於本公司因合併或重組目的的清盤；或

19.3.2 as part of any arrangement for the amalgamation of the undertaking of the Company not involving liquidation or for the transfer of the whole or part of the undertaking of the Company to any of its subsidiaries or associated companies; 作為本公司不涉及清盤的事業合併的部分安排或為了將本公司的事業之全部或部分轉移至其附屬或聯營公司；及

19.3.3 the Director offered employment with the amalgamated or reconstructed or transferee company for a period of not less than the then unexpired term of his employment under this Agreement and on terms not less favourable to him than the terms of this Agreement;

該董事受邀於合併、重組或轉移後的公司內任職，其任期不少於本協議項下彼任職的未滿任期，並且其條款不遜於本協議下的條款；

the Director will have no claim against the Company or any member of the Group in respect of that termination.

則該董事於此等終止將不可向本公司或本集團的任何成員提出索賠。

## **20. AMENDMENT**

### **修改**

This Agreement may not be amended, supplemented or modified except by a written agreement or instrument signed by or on behalf of the parties hereto.

除非經本協議雙方書面同意或由雙方或其代表簽署文書而同意，本協議均不得修訂，增添或修改。

## **21. LANGUAGE**

### **語言**

This Agreement is written in both English and Chinese. The parties agree that the English version shall be legally binding and the Chinese version shall be for reference only. In the event of any conflict, the English version shall prevail.

本協議具中英文版本。雙方同意英文版本享有法律效力，中文版本純屬參考。若中英文版本呈現任何文意有別或衝突時，將以英文版本為準。

## **22. SEVERABILITY**

### **協議的可分割性**

If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.

如本協議的任何條款被任何具司法權的法院裁定為無效及不可強制執行，該無效及不可強制執行權不適用於本協議餘下條款。

## 23. NOTICES 通知

- 23.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or fax number set out below (or such other address or fax number as the addressee has by five days' prior written notice specified to the other party):

每項根據本協議發出的通知、要求或其他通訊，必須以書面形式發出並交付或送交有關一方以下所述的地址或傳真號碼（或協議一方以五天通知期書面形式通知另一方的其他地址或傳真號碼）：

To the Company: New Sports Group Limited

Fax No. : (852) 2877 8080

Attention: Company Secretary

給本公司： 新體育集團有限公司  
傳真號碼：(852) 2877 8080  
收件人：公司秘書

To the Director: Yao Jianhui

給該董事： Flat G, Level 19, Grevillea Court, 2-8 Shatin Centre Street, Phase 3,  
New Town Plaza, Shatin, New Territories, Hong Kong  
姚建輝  
香港新界沙田沙田正街 2-8 號新城市廣場 3 期銀樺閣 19 樓 G 室

- 23.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (i) if given or made by letter, five days (if overseas) or two days (if local) after dispatch or, if such letter is delivered by hand, when actually delivered to the relevant address; and (ii) if given or made by fax, when despatched subject to receipt of machine-printed confirmation of error-free despatch.

任何以上述地址或傳真號碼致予有關協議一方的通知、要求或其他通訊以以下方式交付均視為已交付（i）如以書信方式，以送達後的第五天（如海外）或第二天（如當地）時，或如由專人交付，以真確交付該有關地址時；及（ii）如以傳真方式，當傳真發出後並收到傳真送達確認回條時。

- 23.3 Any notice to be given hereunder may be delivered (i) in the case of the Company by registered post; and (ii) in the case of the Director, either to him personally or by registered post.

任何根據本協議發出的通知可以以下形式交付（i）如屬本公司，以掛號郵遞；及（ii）如屬該董事，當面交付或以掛號郵遞。

## 24. ACKNOWLEDGMENT 確認

The Director hereby acknowledges he has been duly advised to seek independent legal advice and to obtain separate legal representation.

該董事確認就本協議有關事宜，該董事已被恰當地建議其對本協議應尋求獨立法律意見及獨立法律代表。

**25. GOVERNING LAW**  
**適用法律**

This Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong and each of the parties irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts as regards any claim or matter arising under this Agreement. 本協議受香港法律所管轄，並根據香港法律詮釋。雙方同意就本協議有關的申索或由此產生的任何事宜，均會服從香港法院的非專有司法管轄權。

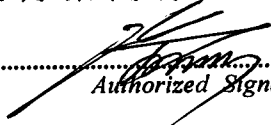


IN WITNESS whereof the parties hereto have set their hands the day and year first above written.

在見證人見證下，本協議在文首日期正式妥為簽署。

SIGNED by Zhang Xiaodong )  
for and on behalf of )  
**New Sports Group Limited** )  
in the presence of :- )  
由張曉東簽署 )  
代表 )  
新體育集團有限公司 )  
並由 )  
見證下簽署 :- )

*For and on behalf of*  
**New Sports Group Limited**  
新體育集團有限公司

.....  
  
Authorized Signature(s)

SIGNED, SEALED AND DELIVERED )  
AS A DEED by )  
**Yao Jianhui** )  
由姚建輝簽署蓋章並交付 )  
in the presence of :- )  
並由 )  
見證下簽署 :- )

