

EXECUTION COPY

DATED 6 FEBRUARY 2017

POU SHENG INTERNATIONAL (HOLDINGS) LIMITED

and

LEE, SHAO-WU

SERVICE AGREEMENT

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THIS AGREEMENT is made on 6 February 2017

BETWEEN:-

- (1) **POU SHENG INTERNATIONAL (HOLDINGS) LIMITED**, a company incorporated in Bermuda with limited liability, the principal place of business of which in Hong Kong is situated at 22nd Floor, C-Bons International Center, 108 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong (the “Company”); and
- (2) **LEE, SHAO-WU** of 8F., No. 81, Lane 70, Section 3, Kangning Road, Neihu District, Taipei City 114, Taiwan (the “Director”).

WHEREAS the Company has agreed to employ the Director and the Director has agreed to serve the Company as an executive director and acting chief executive officer by providing the Company with services hereinafter described on the terms and conditions set out below

IT IS HEREBY AGREED:-

1. INTERPRETATION

- (A) In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meaning as set opposite them:-

“Appointment as Executive Director”	the appointment of the Director as an executive director of the Company pursuant to Clause 2;
“Appointment as Acting CEO”	the appointment of the Director as the Acting CEO of the Company pursuant to Clause 2;
“Appointment”	referring to Appointment as Executive Director and/or Appointment as Acting CEO;
“Associate(s)”	the meaning ascribed thereto in the Listing Rules;
“Board”	the board of directors from time to time of the Company or (as the context may require) the majority of directors present and voting at any meeting of the Board duly convened and held;
“Business”	all the business and affairs carried out by the Group or any member of the Group from time to time;
“CEO”	chief executive officer of the Company;
“Business day”	any day (excluding Saturday and Sunday and public holidays) on which banks are open for general business in Hong Kong;
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

“Confidential Information”	in relation to all businesses carried on by the Group from time to time, all information, know-how, trade secrets and records (in whatever form held), including (without limitation) all formulae, designs, specifications, drawings, data, manuals and instructions, customer list, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquires which are confidential or not generally known;
“Group”	the Company and its subsidiaries from time to time;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“Memorandum and Bye-laws”	at any time, the memorandum of association and bye-laws of the Company at that time;
“NT”	New Taiwan Dollar, the lawful currency of Taiwan;
“PRC”	the People’s Republic of China;
“Privacy Ordinance”	the Personal Data (Privacy) Ordinance (Cap 486);
“RMB”	Renminbi, the lawful currency of the PRC;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited; and
“Subsidiary”	the meaning ascribed thereto in the Listing Rules.

- (B) In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and reference to persons include bodies corporate or unincorporated.
- (C) References herein to “Clauses” are to clauses of this Agreement.
- (D) The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.
- (E) Reference to any statute or statutory provision shall be construed as reference to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.

2. APPOINTMENT

- (A) The Company shall employ the Director and the Director shall well and faithfully serve the Company as an executive director and acting chief executive officer of the Company and carry out his duties hereunder subject to and upon the terms set out below.
- (B) Subject to the provisions for termination set out in Clause 8, the Appointment shall commence from 6 February 2017 for a period of three years until terminated in accordance with Clause 8 or by either party giving to the other not less than three calendar months' prior notice in writing or payment in lieu.

3. DIRECTOR'S DUTIES AND SERVICES

- (A) The Director hereby undertakes with the Company that during the term of the Appointment, he shall use his best endeavours to carry out his duties hereunder and to protect, promote and act in the best interests of the Group.
- (B) The Director in his office as an executive director of the Company shall:-
- (i) devote his time and effort diligently to the interest and affairs of the Company in the discharge of his duties in relation to the Company and the Group generally;
 - (ii) in the discharge of such duties and in the exercise of such powers, comply with all and any lawful directions and instructions from time to time made or given to him by the Board according to the best of his skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board;
 - (iii) in pursuance of his duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such officers in the Group as the Board may from time to time reasonably require and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries as the Board may require; and
 - (iv) faithfully and diligently perform such duties and exercise such powers as are consistent with his office in relation to the Company and the Group.
- (C) The Director shall at all times promptly give to the Board (in writing if so requested) all such information as the Board may reasonably require in relation to his duties hereunder and of the Business in so far as such information is or ought to be within the knowledge of the Director and provide such explanations as the Board may require in connection therewith.
- (D) The Director shall carry out his duties and exercise his powers jointly with any other director and executive as shall from time to time be appointed by the Board to act jointly with the Director and the Board may at any time require the Director to cease performing or exercising any of his duties or powers under this Agreement without assigning any reason therefor.
- (E) The normal office hours of the Group are 9:00 a.m. to 6:00 p.m., Monday through Friday. The Director shall carry out his duties during those hours but in addition may be required to

(and, if so required, shall) work outside these normal hours without additional pay or compensation.

- (F) The Director shall be required to carry out his duties in the PRC or such other parts of the world as the Board may request or as the interests, needs, business and opportunities of the Group may require or be deemed desirable by the Board.

4. REMUNERATION

- (A) In consideration for the performance of his duties hereunder, the Director shall receive during the term of the Appointment:

(i) a fixed salary of HK\$1,040,000 per annum (including any sum payable to the Director as director's fees) payable in 12 equal monthly installments of HK\$86,666.67 per month (or a pro rata amount for an incomplete month) each such payment being payable in arrears on the last day of the relevant calendar month and such salary shall be reviewed annually by the Board and decided by the majority in number of the members of the Board, provided that the Director shall abstain from voting and shall not be counted in the quorum in respect of any resolution proposed at any meeting of the Board at which the Board is to vary the amount payable to him pursuant to this Clause 4(A)(i); and

(ii) (if and only if so determined by the Board) a year-end bonus of an amount being payable in cash, shares or otherwise, to be determined by the Board and decided by a resolution on which a majority in number of the members of the Board (and not solely of the members present at the relevant meeting) other than the Director shall have voted in favour, provided that the Director shall abstain from voting and shall not be counted in the quorum in respect of any resolution proposed at any meeting of the Board to fix the amount, if any, payable to him pursuant to this Clause 4(A)(ii).

- (B) Payment of the fixed salary and the discretionary bonus to the Director referred to in Clause 4A(i) and Clause 4A(ii) (if relevant) shall be made either by the Company or by another company in the Group and if by more than one company in such proportions as the Board may from time to time think fit.

- (C) The Director shall be entitled to participate in the Company's, its subsidiary's or its holding company's share option, share award or other equity award or subscription scheme which may be adopted from time to time.

5. BENEFITS AND EXPENSES

- (A) The Company shall reimburse the Director all reasonable out-of-pocket expenses (including expenses of entertainment, subsistence and travelling) properly and reasonably incurred by him in relation to the Business or in the discharge of his duties hereunder, subject to expenses being evidenced in such manner as the Board may require.

- (B) The Director shall be entitled to participate in any medical insurance scheme taken out by the Company or another member of the Group for the benefit of employees of the Company or the Group.

- (C) The Company may pay or provide to the Director such additional benefits as the Board shall in its absolute discretions deem appropriate.
- (D) The Director shall participate in the Group's mandatory provident fund scheme under the Mandatory Provident Fund Schemes Ordinance (Cap. 485 of the Law of Hong Kong) or, if not applicable, any other applicable pension or provident scheme.
- (E) The Company shall take out, and at all times during the period of Appointment, maintain directors' liability insurance with a reputable insurance company in respect of the performance by the Director of his duties hereunder on such terms and in such amount as the Company may determine. Such insurance may be in the form of a policy covering the board generally.
- (F) Payment of the benefits and expenses referred to in Clause 5A to Clause 5E (if relevant) shall be made either by the Company or by another company in the Group and if by more than one company in such proportions as the Board may from time to time think fit.

6. LEAVE

During the term of his Appointment, the Director shall (in addition to Sundays and statutory holidays in Hong Kong) be entitled to paid holidays for twenty (20) working days in each calendar year (or a pro rata amount for an incomplete calendar year). Such holidays are to be taken at such time or times convenient to the Company as the Board may agree. Such twenty (20) working days cannot be carried over to the next calendar year which for this purpose, commences from 1 April in every calendar year.

7. SHARE DEALINGS

The Director shall comply with every relevant rule of law, 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 Associates deal(s) (including but not limited to complying with every regulation of the Company and the Memorandum and Bye-laws) in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group, and in relation to overseas dealings the Director 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.

8 TERMINATION

- (A) Without prejudice to the accrued rights (if any) or remedies of either party 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 compensations or other obligation to the Director (save as to statutory rights entitlement to which cannot be waived by the Director) by summary notice in writing with immediate effect if the Director at any time:-
 - (i) commits any serious or willful or persistent breach of any of the provisions herein contained that is not capable or remedy, or (to the extent that such breach is capable of remedy) fails to be remedied within 30 days after written notice from the Board;

- (ii) is guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of his duties hereunder or as a senior management member in any commercial entity in any time that is not capable of remedy, or (to the extent that such breach is capable of remedy) fails to be remedied within 30 days after written notice from the Board;
- (iii) is absent from the place of his work for a continuous period of six months, without special leave of absence from the Board, and the Board passes a resolution that he has by reason of such absence vacated his office;
- (iv) becomes of unsound mind, or is or become a patient for any purpose of any ordinance or law relating to mental health;
- (v) becomes bankrupt or has a receiving order made against him or makes any arrangement or composition with his creditors generally or is otherwise prohibited by law from fulfilling his duties hereunder;
- (vi) committed or is convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board expressed by resolution does not affect his position in the Company);
- (vii) perceived as dishonest or having committed dishonest or any grave misconduct bring or tending to bring himself or any company in the Group into disrepute;
- (viii) refused to carry out any reasonable lawful order given to him by the Board in the course of his employment or fail diligently to attend to his duties hereunder;
- (ix) improperly divulges to any unauthorized person any Confidential Information or any other business secret or details of the organization, business or clientele of the Group;
- (x) is found to have made misrepresentation in relation to his past conduct and/or position and such misrepresentation if revealed might affect the reputation of the Group in a negative way; and
- (xi) is removed as a director of the Company or is not re-elected on a retirement by its shareholders in general meeting.

For the avoidance of doubt and notwithstanding any other provisions of this Agreement, the Company shall not be obliged to pay any salary in respect of any period after the Appointment is terminated in accordance with this Clause 8(A), other than such amounts as may comprise the Director's statutory entitlements under the Employment Ordinance or otherwise.

- (B) If the Company becomes entitled to terminate the Appointment pursuant to Clause 8(A), it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Director with or without payment of salary, in full or in part, for so long as it may think fit, without prejudice to the Director's statutory entitlements under the Employment Ordinance or otherwise.

- (C) If the Director shall cease to be a director and/or the Acting CEO of the Company (otherwise than pursuant to the provision of the Memorandum and Bye-laws relating to the retirement of directors by rotation, provided that the Director is re-elected at the annual general meeting at which he retires) the Appointment as Executive Director and/or the Appointment as Acting CEO (as the case may be) 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.
- (D) Upon the termination of the Appointment howsoever arising and, for the avoidance of doubt, whether or not pursuant to this Clause 8, the Director shall:-
- (i) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from office as a director of the Company and all officers held by him in any other company in the Group, and the Director hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as his lawful attorney and in his name and on his behalf to execute any document under hand or under seal in accordance with the bye-laws of the Company or do any thing necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Director may have against any such company arising out of this Agreement or of the termination of the Appointment;
 - (ii) forthwith deliver to the Company all books, records (whether in machine readable or man readable form), documents, papers, materials, correspondence, accounts, together with all copies thereof and other property of or relating to the Group or the Business which may then be in his possession or under his power or control; and
 - (iii) not at any time thereafter represent himself as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect.
- (E) Notwithstanding any provision in this Agreement, the provisions of Clauses 8(D), 9 to 24 shall continue to apply notwithstanding the termination of this Agreement.

9. RESTRAINT ON ACTIVITIES OF THE DIRECTOR

- (A) The Director hereby agrees that, during the term of the Appointment and for a period of one year after the termination of the Appointment, he will not:-
- (i) (save with the prior written approval of the Board) engage or be engaged in whether directly or indirectly in any business which is in competition with or similar to the Business or take employment with any person, firm, company or organization engaged in or operating, whether directly or indirectly, such business in or assist any such person, firm, company or organization 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.

- (ii) either on his own account or for any person, solicit business from any person who at any time during the term of the Appointment has dealt with the Company or any other company in the Group or who on the termination of the Appointment is in the process of negotiating with the Company or any other company in the Group in relation to the Business;
- (iii) directly or indirectly, employ or solicit for employment any person who has during the term of Appointment been a director, officer, manager, agent or servant of or consultant to any company on the Group and who by reason of such employment is or may be likely to be in possession of any Confidential Information; and
- (iv) either on his own account or for any person, solicit or entice or endeavour to solicit or entice away from any company within the Group any director, officer, manager, agent or servant of any company in 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 company in the Group.

(B) Each of the paragraphs of Clause 9(A) shall be deemed to constitute a separate agreement and shall be construed independently of each other.

10. INTEGRITY

The Director is prohibited from offering, soliciting or accepting any advantage as defined in the Hong Kong's Prevention of Bribery ordinance. The Director should also caution his staff from soliciting or accepting excessive hospitality, entertainment or inducement that may compromise their integrity and utmost good faith to the Company.

The Director shall declare in writing any conflict of interest or potential conflict between their personal/financial interest and their duties herein.

11. CONFIDENTIAL INFORMATION

(A) The Director shall not at any time during the term of the Appointment or after the termination of the 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 for his 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

(iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorized disclosure of any Confidential Information, including (without limitation):-

- (a) relating to the dealings, organization, 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 any information or knowledge which (otherwise than through the default of the Director) has become available to the public generally or otherwise required by law or any applicable legislation to be disclosed.

- (B) Since the Director may obtain in the course of the Appointment, by reason of services rendered for or officers held in any other company in the Group, knowledge of the Confidential Information of such company, the Director hereby agreed that he will at the request and cost of the Company or such other company of the Group enter into an agreement or undertaking with such company whereby he will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interests.
- (C) All notes, memoranda, records and writings made by the Director in relation to the Business 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 him 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 his leaving the service of the Company, and the Director shall not retain any copy thereof.

12. RESTRICTIONS REASONABLE

While the restrictions contained in Clauses 9 and 11 are considered by the parties to be reasonable in all the circumstances, it is recognized 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 company 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.

13. INVENTIONS AND OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY

- (A) The parties foresee that the Director may either alone or jointly make inventions or create other industrial or intellectual property in the course of his duties under this Agreement and agree that in this respect the Director has a special responsibility to further the interests of the Group.
- (B) Any invention or improvement or design made or process or information discovered or copyright work or trade mark or trade name or get-up created by the Director either alone or jointly with other persons during the term of the Appointment (whether capable of being

patented or registered or not and whether or not made or discovered in the course of his employment under this Agreement) in conjunction with or in any way affecting or relating to the business of or any business or potential business reasonably incidental to the business of any company in the Group 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 in the Group as the Company may direct.

- (C) The Director, if and whenever required so to do by the Company, shall at the expense of a company in the Group apply or join with such company in applying for letters patent or other protection or registration for any such invention improvement design process information work trade name or get-up as aforesaid which belongs to such company and shall at the expense of such company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all 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.
- (D) The Director hereby irrevocably appoints the Company and each member of the Group now or in the future to be his attorney in his name and on his behalf to execute (whether under seal or not) and do any such instrument or thing and generally to use his name for the purpose of giving to the Company or any member of the Group now or in the future the full benefit of this Clause 12 and in favour of any third party a certificate in writing signed by 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.

14. FORMER SERVICE AGREEMENTS

- (A) This Agreement embodies all of the terms and provisions of and relating to the employment of the Director by the Company and is in substitution for and supersedes any previous service agreements, arrangements or undertakings entered into between any company in the Group and the Director in respect of such employment.
- (B) The Director hereby acknowledges that he has no claim of any kind whatsoever against any company in the Group and without prejudice to the generality of the foregoing, he further acknowledges that he has no claim for damages against any company in the Group for the termination of any previous service agreements, arrangements or undertakings for the sole purpose of entering into this Agreement.

15. RECONSTRUCTION

If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to one or more companies for the purpose of reconstruction or amalgamation and the Director is requested to provide his services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to him in all respects than the provisions of this Agreement, the Director shall not have any claim against the Company or its successors-in-title in respect of such termination.

16. AMENDMENTS

This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the parties.

17. SEVERABILITY

If at any time any provision of the Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

18. WAIVER AND OTHER RIGHTS

- (A) No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.
- (B) Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.

19. TIME

Time shall be of the essence of this Agreement, both as regards the dates and periods specifically mentioned in this Agreement and as to any date and period which may by written agreement between or on behalf of the parties be substituted for them.

20. ASSIGNMENT

This Agreement and any rights hereunder shall not be capable of being assigned in whole or in part by either party to any person.

21. SUCCESSORS

This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall ensure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

22. NOTICE

- (A) Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent by post or airmail or by facsimile transmission 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 three (3) days' prior written notice specified to the other party).

To the Company: Pou Sheng Intenational (Holdings) Limited
22nd Floor, C-Bons International Center, 108 Wai Yip Street,
Kwun Tong, Kowloon, Hong Kong

Fax Number: 852-3182 5808

Attention: The Board of Directors

To the Director: Lee, Shao-Wu
8F., No. 81, Lane 70, Section 3, Kangning Road, Neihu District,
Taipei City 114, Taiwan

Fax Number: 886-4-2460 6880

- (B) Any notice, demand or other communication so addressed to the relevant party shall be in English and shall be deemed to have been delivered (a) if given or made by post shall be deemed received 3 business days after the date of dispatch; (b) if given or made by hand, when delivered at the addressed referred to above; and (c) if given or made by fax, when dispatched subject to receipt by the sender of uninterrupted transmission provided that any fax received after 6:00 p.m. shall be deemed received at 9:00 a.m. on the immediately following business day.

23. PERSONAL DATA (PRIVACY) ORDINANCE

- (A) Subject to Clause 22(B), the Director's 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 employee 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 the Director may from time to time agree.
- (B) Data held by the Company relating to the Director 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 Privacy Ordinance) the Director's 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.
- (C) The Privacy Ordinance may provide the Director with rights to ascertain whether the Company holds his personal data, and to correct any data that is inaccurate, subject to section 53 of the Privacy Ordinance in relation to employment-related personal data.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.

25. GOVERNING LAW AND JURISDICTION

- (A) This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

(B) 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.

26. **OTHER CONTRACT**

The parties to this Agreement may enter into other contracts for services delivered by the Director in places outside Hong Kong. In case the terms of the aforementioned contracts are in conflict with the terms of this Agreement, this Agreement shall prevail.

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

SIGNED by WU, PAN-TSU)
for and on behalf of)
POU SHENG INTERNATIONAL (HOLDINGS))
LIMITED)
in the presence of:-)



SIGNED, SEALED and DELIVERED)
By LEE, SHAO-WU)
in the presence of:-)

