

**Dated the 21st day of October 2019**

**BEST LINKING GROUP HOLDINGS LIMITED**  
**永聯豐集團控股有限公司**

**AND**

**Chan Yuk Pan**

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**EXECUTIVE DIRECTOR'S**  
**SERVICE AGREEMENT**

**in respect of**

**BEST LINKING GROUP HOLDINGS LIMITED**

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**THIS AGREEMENT** is made on the 21st day of October 2019.

**BETWEEN:**

1. **BEST LINKING GROUP HOLDINGS LIMITED** 永聯豐集團控股有限公司, a company incorporated with limited liability in the Cayman Islands having its registered office situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and whose head office and principal place of business is in Hong Kong is at Unit 1226B, 12/F Star House, No. 3 Salisbury Road, Kowloon, Hong Kong (the “**Company**”); and
2. **CHAN YUK PAN** (HKID: P037662(4)), of Flat B, 11/F, Block 1 Royal Peninsula, 8 Hung Lai Road, Hung Hom, Kowloon, Hong Kong (the “**Executive**”).

**WHEREBY IT IS AGREED** as follows:

1. **INTERPRETATION**

1.01 In this Agreement, unless the context requires otherwise:

“ <b>Articles of Association</b> ”	means the articles of association of the Company from time to time;
“ <b>Board</b> ”	means the board of Directors from time to time;
“ <b>Business</b> ”	means all the business and affairs carried on from time to time by the Company and/or any member of the Group;
“ <b>Director(s)</b> ”	means the director(s) of the Company from time to time;
“ <b>GEM Listing Rules</b> ”	means the Rules Governing the Listing of Securities on GEM of the Stock Exchange;
“ <b>Group</b> ”	means the Company and its subsidiaries from time to time and member of the Group shall be construed accordingly;
“ <b>HK\$</b> ”	means Hong Kong dollars;
“ <b>Hong Kong</b> ”	means the Hong Kong Special Administrative Region of the People's Republic of China;
“ <b>inside information</b> ”	has the meaning ascribed to it in Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
“ <b>Kyoei Seiki Co., Limited</b> ”	Kyoei Seiki Co., Limited* (東莞共榮精密機械有限公司), a company established in PRC on 5 September 2007 and an indirect wholly-owned subsidiary of the Company

<b>“Listing Date”</b>	means the date on which the shares of the Company commence listing on GEM of the Stock Exchange;
<b>“month”</b>	means calendar month;
<b>“PRC”</b>	The People’s Republic of China, excluding, for the purpose of this prospectus, Hong Kong, Macau and Taiwan
<b>“Retirement Scheme”</b>	means the mandatory provident fund and/or such other retirement scheme adopted by the Group from time to time;
<b>“subsidiary” and “holding company”</b>	have the meanings attributed to them in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
<b>“Stock Exchange”</b>	means The Stock Exchange of Hong Kong Limited;
<b>“Termination”</b>	means termination of this Agreement howsoever; and
<b>“Termination Date”</b>	means the date when the Termination becomes effective.

1.02 References herein to Clauses are to clauses in this Agreement and references to sub-clauses are to sub-clauses of the Clauses in which they respectively appear.

1.03 Headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

1.04 Unless the context requires otherwise, words importing the singular only shall include the plural and vice versa and words importing natural persons shall include individuals, corporations and unincorporated, associations, firms or partnerships and words importing the masculine gender only shall include the feminine gender and the neuter gender and vice versa.

## 2. APPOINTMENT

The Company shall employ the Executive and the Executive shall serve the Company as an executive director, chief executive officer and chairman of the Board of the Company upon the terms and conditions hereinafter appearing and subject to the Articles of Association. The Executive is primarily responsible for the overall management, sales and business development and strategic planning of the Group

## 3. DURATION

Subject to Clause 10, the Company shall employ the Executive with effect from the Listing Date (the **“Effective Date”**) for an initial term of three (3) years and shall continue thereafter until terminated by either party by giving not less than three (3) months’ prior notice in writing at any time to the other.

## 4. EXECUTIVE’S DUTIES

4.01 The Executive shall, during the continuance of his employment hereunder:

- (a) serve the Company as an executive Director responsible for and, in such capacity, perform the duties and exercise the powers from time to time assigned to or vested in him by the Board;
- (b) in pursuance of his 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, without limiting the generality of this Clause to act as a director of the Company and of such of its subsidiaries as the Board may from time to time require; and he will perform those duties at such place or places in Hong Kong or elsewhere as the Board may from time to time determine;
- (c) serve Kyoei Seiki Co., Limited as an executive Director responsible for and, in such capacity, perform the duties and exercise the powers from time to time assigned to or vested in him by the Board;
- (d) comply with and conform to any lawful instructions or directions from time to time given or made by the Board and faithfully and diligently serve the Group and use his best endeavours to promote the business and interests thereof;
- (e) work full time for the Group except in case of incapacity through illness or accident in which case he shall forthwith notify the secretary of the Company of such incapacity and shall furnish to the Board such evidence thereof as it may require;
- (f) not be engaged or interested in or concerned with any business which competes or is likely to compete with the business of the Group, whether directly or indirectly;
- (g) keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company or the Group and provide such explanations as the Board may require in connection therewith;
- (h) carry out his duties and exercise his powers jointly and collectively with any other director or executive of any member of the Group as shall from time to time be appointed by the Board and the Board may at any time require the Executive to cease performing or exercising any of his duties or powers under this Agreement;
- (i) ensure that he is fully aware of and shall comply with his legal obligations, and all his obligations under the Articles of Association, the GEM Listing Rules and other relevant laws, regulations and requirements, as a Director;
- (j) in pursuance of his duties hereunder perform such services of the Group (and without further remuneration unless otherwise agreed) accept such offices in the Group as the relevant Board may from time to time reasonably require and without limiting the generality of this Clause, act as a director of any member of the Group, in each case, at the request of the relevant Board;

- (k) co-operate in any investigation conducted by the listing division and/or listing committee of the Stock Exchange or other regulatory authorities in connection with the Group's business and affairs, including but not limited to answering promptly and openly all questions addressed to him, providing promptly to the Stock Exchange and other regulatory authorities (in writing if so requested) all such information as the Stock Exchange and other regulatory authorities may require in relation thereto and attending before any meeting or hearing at which he is requested to appear;
- (l) the Executive shall perform his duties and exercise his powers under the supervision of another director, executive or adviser of the Company or jointly with any other director or executive as may from time to time be appointed by the Board to act jointly with the Executive; and the Board may, if it is of the opinion that the same is in the best interests of the Group, at any time require the Executive to cease performing or exercising any of his duties or powers under this Agreement, or to perform any duty other than those than being performed by him;
- (m) inform the Company and the Stock Exchange immediately in the event that there is any change in the information disclosed in Part I of his Form A (Director's Declaration, Undertaking and Acknowledgement);and
- (n) the Executive shall work in any place in Hong Kong or any part of the world which the Board may require for the proper performance and exercise of his duties and powers under this Agreement.

4.02 The Company shall, during the Executive's employment hereunder, at its costs and expenses provide and supply to the Executive such personnel support, office facilities and other assistance (including, without limitation, professional advice) as are reasonably necessary or desirable to enable the Executive to perform and discharge his duties under this Agreement.

## **5. OUTSIDE INTERESTS**

5.01 Subject to Clause 11, the Executive shall not without the prior written consent of the Board become a director of any company outside the Group or be engaged, concerned or interested directly or indirectly any business, trades or offices other than the Business and his office in the Group.

5.02 Any dispute regarding any matter provided for in Clause 5.01 shall be decided by the Board, whose decision shall be final and conclusive as between the parties. The Executive shall furnish to the Company with such information as the Board may require in connection with any such matter.

## **6. REMUNERATION AND OTHER BENEFITS**

6.01 The remuneration of the Executive shall be a fixed salary at the rate of HK\$840,000 per annum, which is deemed to accrue on a day to day basis, payable in 12 equal monthly instalments of HK\$70,000 in arrears on or around the last business day of each calendar month which may be subject to review annually by the Board and the remuneration committee of the Board.

- 6.02 Where required by the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong), the Executive will be enrolled into the Group's Mandatory Provident Fund Scheme (the "MPF Scheme"). 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. The Group will also make contributions to the social insurance and housing fund of the Executive where required.
- 6.03 The Company shall pay annual subscriptions and premiums for personal accident insurance and directors' liabilities insurance of its choice for the benefit of the Executive, which coverage shall be on such terms and in such amount as the Board in its absolute discretion shall deem fit.
- 6.04 The Company shall pay or provide to the Executive such additional benefits as the Board shall in its absolute discretion deem appropriate.
- 6.05 The Executive is entitled to such discretionary bonus by reference to the consolidated net profits of the Group after taxation and minority interests but before extraordinary items as the Board and the remuneration committee of the Board may approve, provided that the relevant executive Director shall abstain from voting and not be counted in the quorum in respect of any resolution of the Board approving the amount of annual salary, discretionary bonus and other benefits payable to him.
- 6.06 Any bonuses payable to the Executive in accordance with Clause 6.05 above in respect of any financial year shall be paid within three (3) months after the issue of the audited accounts of the Company for such financial year.

## **7. EXPENSES**

- 7.01 The Company shall reimburse the Executive for all reasonable expenses properly incurred in the performance of his duties hereunder and the Executive will, if so required, provide the Company with receipts or other evidence to the payment of such expenses.
- 7.02 The Executive shall abstain from voting and shall not be counted in the quorum in respect of a resolution regarding his remuneration.

## **8. DEDUCTIONS**

The Company shall be entitled at any time to deduct from the Executive's remuneration hereunder any monies due from him to the Company including, but not limited to, contribution payable by him under the Retirement Scheme, any outstanding loans, advances, the cost of repairing any damage to or loss of the Company's property caused by him (and of recovering the same) and any other monies owed by him to the Company provided that any such deduction made shall be in compliance with the provisions of the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) and other applicable labour laws and regulations in force from time to time.

## **9. LEAVE**

- 9.01 The Executive shall be entitled in respect of each year of service with the Company to twenty-four (24) working days' leave (excluding public holidays) with full pay, which leave shall be taken at such time or times as may be approved by the Board having regard to the exigencies of the Group's business provided that:
- (a) if the employment of the Executive hereunder is to cease on the completion of any year of service, the Executive shall be entitled to take his leave immediately prior to the end of such year of service notwithstanding that at that time such year of service shall not have been completed;
  - (b) if the employment of the Executive hereunder is to cease (for any reason other than termination pursuant to Clause 10.03) during any year of service, the Executive shall be entitled to an amount of leave proportionate to the part of the year during which he has been employed by the Company.

## **10. TERMINATION**

- 10.01 The Executive may terminate this Agreement by giving to the Company at least three (3) months' notice in writing after the initial fixed term referred to in Clause 3 of this Agreement. The Company may terminate this Agreement by giving to the Executive at least three (3) months' notice in writing at any time after the date of this Agreement.
- 10.02 If the Executive is at any time incapacitated by illness, injury or accident from performing his duties hereunder and (if so required) furnishes the Board with evidence satisfactory to it of such incapacity and the cause thereof he shall be entitled to receive his full salary for the first three (3) months or any shorter period during which such incapacity continues and if he continues to be so incapacitated for more than three (3) consecutive months or if he is so incapacitated at different times for more than sixty (60) days in any one period of fifty-two (52) consecutive weeks then and in either of such cases his employment may be determined by the Company by one (1) month's notice in writing.
- 10.03 The Company may determine the Executive's employment hereunder forthwith without any notice or payment in lieu of notice and upon such determination the Executive shall not be entitled to any bonus or any payment whatsoever (other than salary actually accrued due and payable) for or in respect of the then current year of service or to claim any compensation or damages for or in respect of or by reason of such determination, if the Executive shall at any time:
- (i) commit any serious or persistent breach of any of the provisions herein contained (and to the extent that such breach is capable of remedy shall fail to remedy such breach within fourteen (14) days after written notice given by the Board);
  - (ii) be guilty of any act of dishonesty, grave misconduct or wilful neglect in the discharge of his duties hereunder (and to the extent that such breach is capable

of remedy shall fail to remedy such breach within fourteen (14) days after written notice is given by the Board);

- (iii) without prejudice to the generality of (ii) above be proven to have carried out any fraudulent activity or fraudulently to have failed to carry out any activity, after the date hereof, whether or not in connection with the affairs of the Group;
- (iv) become bankrupt or make any arrangement or composition with his creditors generally or have a receiving order made against him or suspend payment of his debts or compound with his creditors generally;
- (v) become a lunatic or of unsound mind;
- (vi) become permanently incapacitated by illness or other like causes so as to prevent the Executive from performing his duties and obligations hereunder;
- (vii) absent himself from the meetings of the Board during a continuous period of three (3) months, without special leave of absence from the Board, and his alternate director (if any) shall not during such period have attended in his stead;
- (viii) become prohibited by law or rules of any stock exchange including the Stock Exchange from acting as a Director or any member of the Group;
- (ix) be prohibited by law from fulfilling his duties hereunder;
- (x) be convicted of any criminal offence (other than traffic offence or an offence which in the reasonable opinion of the Board does not affect his position as a Director);
- (xi) become prohibited by law, the GEM Listing Rules, the Codes on Takeovers and Mergers and Share Buy-backs published by the Securities and Futures Commission of Hong Kong or any rules prescribed by the Stock Exchange or other regulatory authorities from acting as a director or from fulfilling his duties hereunder or be removed from office by the shareholders of the Company in general meeting according to the Articles of Association;
- (xii) be convicted of any offence which in the reasonable opinion of the Board will seriously prejudice the performance of his duties hereunder or be identified as an insider dealer under any statutory enactment or regulations relating to insider dealing in force from time to time;
- (xiii) persistently without cause refuse 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;
- (xiv) improperly divulge to any unauthorised person any business secret of the Business, organisation or clientele of the Company and/or any member of the Group; or



- (xv) guilty of or commit any serious misconduct which in the reasonable opinion of the Board is in any way detrimental to the interests of the Company or any member of the Group or shall be in breach of any of the terms of this Agreement.
- 10.04 The employment of the Executive hereunder shall terminate automatically in the event his ceasing to be a Director for whatever reason whether by reason of him not being re-elected as a Director 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 or otherwise but if such termination shall be caused by any act or omission of either party without the consent of the other, such act or omission shall be deemed to constitute a breach of this Agreement, and such termination shall be without prejudice to any claim for damages in respect of such breach.
- 10.05 In the event of termination of the Executive's employment hereunder, the Executive shall not be entitled to claim any other compensation whatsoever from the Company in respect of such termination except where the Board otherwise agrees or as expressly provided for in this Agreement.
- 10.06 In the event of termination of the Executive's employment for whatever reason, the Executive shall:
- (a) forthwith resign as a Director and (if appropriate) as a director of any other members of the Group; and
  - (b) transfer without payment to the Company or as the Company may direct any shares or property held by the Executive on behalf of any members of the Group; and
  - (c) not at any time thereafter represent himself to be connected with the Group; and
  - (d) subject to the provisions of Clause 10.05, shall cease to be entitled to any benefits under this Agreement.
- 10.07 The Executive hereby irrevocably appoints the Company as his lawful attorney in his name and on his behalf, in the event of his failure to do so, to execute all documents under hand or under seal and/or do all things necessary to give effect to his resignation and any transfer referred to in Clause 10.06 or to file such returns or take such other action as may be necessary or desirable under the Companies Law of the Cayman Islands, the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or other applicable legislation, and a certificate in writing signed by the 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 that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claims which the Executive may have against any such company or which any such company may have against the Executive arising out of this Agreement or its termination.

10.08 Any delay or forbearance by the Company in exercising any right to terminate this Agreement shall not constitute a waiver of such right.

10.09 If notice is served by either party pursuant to Clause 10.01 above, for up to a maximum of six (6) months, the Company shall not be obliged to provide any work for the Executive or to assign to or vest in the Executive any powers, duties or functions and may in its discretion suspend the Executive on full salary and other contractual benefits save as below and require the Executive:

- (a) not to enter any premises of the Company or any member of the Group; and
- (b) to abstain from contacting any customers, clients, employees or suppliers of the Company or any member of the Group.

10.10 Save as disclosed in the prospectus of the Company in connection with the listing of its shares on the Stock Exchange, the Executive shall not be employed by or provide services to any third party (whether paid or unpaid) during the period for which he is suspended pursuant to this Clause.

## **11. EXECUTIVES WARRANTIES AND UNDERTAKINGS**

11.01 The Executive represents and warrants that:

- (a) he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this Agreement or from performing his duties hereunder;
- (b) he has prior to the date of this Agreement, disclosed all his personal interests whether as a shareholder, investor, director, consultant, advisor or otherwise in any undertaking which has any business dealings with a member of the Group or which competes with a member of the Group;
- (c) he has fully disclosed to the Company all circumstances in respect of which there is, or is likely to be, a conflict of interest between the Executive or any member of his family and a member of the Group; and
- (d) he will notify the Company promptly in writing of any change to the information referred to in Clause 11.01 (including any interest arising after the date of this Agreement).

11.02 The Executive shall not either during the continuance of his employment hereunder or at any time thereafter except as authorised or required by the duties herein provided, divulge to any person whomsoever or to any body corporate or unincorporated and shall use his best endeavours to prevent the unauthorised publication or disclosure of any trade secret or any confidential information concerning the business or finances of any member of the Group or any of its dealings, transactions or affairs which may come to his knowledge during or in the course of his employment. Confidential information shall include, without limitation, lists or details of customers, suppliers, information relating to the working or any process or invention carried on or used by

the Company or any member of the Group, information relating to research projects, prices, discounts, mark-ups, future business strategy, marketing and inside information.

- 11.03 Forthwith upon the termination of the employment of the Executive hereunder, and/or at any other time if the Company shall so request, the Executive shall deliver to the Company all documents in whatever forms and media (including books, records, documents, papers, accounts, correspondence, lists of customers, notes, memoranda, plans, drawings and other documents of whatsoever nature), credit cards, models or samples and other property concerning the business, finances or affairs of any member of the Group which may then be in his possession or control. For the avoidance of doubt it is hereby declared that the property in all such documents as aforesaid shall at all times be vested in the relevant member of the Group.
- 11.04 Save as disclosed in the prospectus of the Company in connection with the listing of its shares on the Stock Exchange, the Executive shall not at any time during the continuance of his employment hereunder or for a period of 6 months thereafter either on his own account or in conjunction with or on behalf of any other person or body corporate or unincorporated in any country or place where any member of the Group carries on business carry on or be employed, concerned or interested directly or indirectly whether as a shareholder, director, executive, partner, agent or otherwise and whether alone or jointly with others in or assist any person, firm, company or organisation with technical, commercial or professional advice in carrying on any business carried on by any member of the Group during the continuance of the said employment in competition with any member of the Group (other than as a holder of not more than five percent (5%) of the issued shares or debentures of any company listed on any recognised stock exchange).
- 11.05 The Executive shall not at any time during the continuance of his employment hereunder or for a period of six (6) months thereafter either on his own account or in conjunction with or on behalf of any other person or body corporate or unincorporated in competition with any member of the Group, directly or indirectly, solicit or entice away from any member of the Group any person or body corporate or unincorporated any customer or supplier of any member of the Group whether the Executive had personal contact or dealings during his said employment or otherwise.
- 11.06 The Executive shall not at any time during the continuance of his employment hereunder or for a period of 6 months thereafter either on his own account or in conjunction with or on behalf of any other person or body corporate or unincorporated directly or indirectly solicit or entice away from any member of the Group or employ or otherwise engage any employee of any member of the Group or employ a consultant of any member of the Group who is likely to be in possession of trade secrets relating to the Group or the Business, whether the Executive had contact with such person during his said employment or otherwise.
- 11.07 The Executive hereby agrees that the restrictions in this Clause 11 are reasonable and necessary in all the circumstances for the protection of the business and interests of the Group and do not work harshly upon him.

- 11.08 While the restrictions contained in this Clause 11 are considered by the parties hereto 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 Group but would be valid if part of the wording thereof were deleted or the periods thereof reduced or the range of activities or area dealt with thereby reduced in scope the said restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 11.09 The Executive shall comply where relevant with every rule of law, every regulation and code of practice of the Stock Exchange or any other relevant stock exchange and every regulation, code of practice and the articles of association of the relevant companies in the Group in force in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to unpublished inside information affecting the shares, debentures or other securities of any company in the Group, including the provisions of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong). 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.
- 11.10 The Executive shall, during the continuance of his employment hereunder, not demand or accept or permit any member of his family to demand or accept from third parties any gifts, benefits or advantages offered or given to the Executive or a member of his family by reason of his employment with the Company.

## **12. MISCELLANEOUS**

- 12.01 This Agreement shall be in substitution for any subsisting agreement or arrangement (oral or otherwise) made between the Company or any other member of the Group and the Executive which shall be deemed to have been terminated by mutual consent as from the date on which this Agreement commences.
- 12.02 The Executive hereby acknowledges that he has no claim of any kind 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.
- 12.03 The expiration or termination of this Agreement howsoever arising shall not operate to affect such of the provisions hereof as in accordance with their terms that are expressed, expressly or by implication, to operate or have effect thereafter.
- 12.04 In the event of any variation of the remuneration payable to the Executive hereunder being made by consent of the parties hereto such variation shall not constitute a new agreement but (subject to any express agreement to the contrary) the employment of the Executive hereunder shall continue subject in all respects to terms and conditions of this Agreement with such variation as aforesaid.

12.05 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 seven (7) days prior written notice specified to the other party):

To the Company: Address : Unit 1226B, 12/F Star House, No. 3 Salisbury Road, Kowloon, Hong Kong

Fax number: : N/A

To the Executives: Address : Flat B, 11/F, Block 1 Royal Peninsula, 8 Hung Lai Road, Hung Hom, Kowloon, Hong Kong

Fax number: : N/A

Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given or made by letter, by post, two business days after the date of posting, or by recorded delivery, when actually delivered to the relevant address; and (b) if given or made by fax, when despatched.

12.06 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

12.07 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in connection herewith.

12.08 Subject to Clause 12.09 below, the Executive's personal data may be used, held and/or stored (by whatever means) for (i) promotion and marketing of the Company; (ii) making disclosure required by laws, rules and regulations; (iii) facilitating task distribution within the Company; (iv) compiling statistical information and employee profiles; (v) establishing benefit entitlements; and (vi) any incidental purposes relating to the above, and any other purpose which the Executive may from time to time agree.

12.09 Data held by the Company relating to the Executive will generally be kept confidential but the Company may make all enquiries as we consider necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or outside Hong Kong) the Executive's personal data to, from or with (i) any regulatory or government bodies; (ii) any other persons or institutions in connection with the Company's business, insurers, clients and potential investors; and (iii) any other person to which the Company considers such as disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.

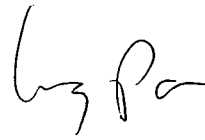
12.10 Save as otherwise provided herein, both parties under this Agreement do not intend any term of this Agreement to be enforceable pursuant to the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (the "CRTPO") and agree that this Agreement shall be excluded from the application of CRTPO.

**13. ACKNOWLEDGEMENT**

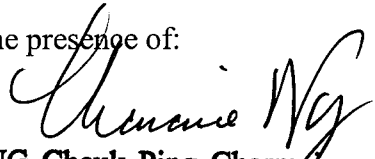
The Executive hereby acknowledges that Robertsons only act for the Company in connection with this Agreement and the Executive has been duly advised to seek independent legal advice and to obtain separate legal representation.

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

SIGNED by Chan Lung Pan )  
for and on behalf of )  
BEST LINKING GROUP HOLDINGS )  
LIMITED )  
永聯豐集團控股有限公司 )



in the presence of: )

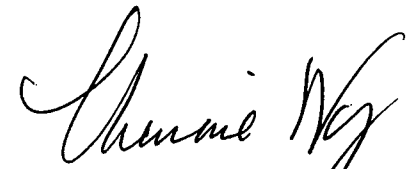


NG Cheuk Ping Charmaine  
Solicitor, Hong Kong SAR  
ROBERTSONS

SIGNED by )  
CHAN YUK PAN )



in the presence of: )



NG Cheuk Ping Charmaine  
Solicitor, Hong Kong SAR  
ROBERTSONS

**Dated the 21st day of October 2019**

**BEST LINKING GROUP HOLDINGS LIMITED**  
**永聯豐集團控股有限公司**

**AND**

**Chan Lung Pan**

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**EXECUTIVE DIRECTOR'S**  
**SERVICE AGREEMENT**

**in respect of**

**BEST LINKING GROUP HOLDINGS LIMITED**

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**THIS AGREEMENT** is made on the 21st day of October 2019.

**BETWEEN:**

1. **BEST LINKING GROUP HOLDINGS LIMITED** 永聯豐集團控股有限公司, a company incorporated with limited liability in the Cayman Islands having its registered office situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and whose head office and principal place of business is in Hong Kong is at Unit 1226B, 12/F Star House, No. 3 Salisbury Road, Kowloon, Hong Kong (the “**Company**”); and
2. **CHAN LUNG PAN** (HKID: Z308243(2)), of Flat C, 43/F, Tower 2, Sorrento, 1 Austin Road West, Tsim Sha Tsui, Kowloon, Hong Kong (the “**Executive**”).

**WHEREBY IT IS AGREED** as follows:

**1. INTERPRETATION**

1.01 In this Agreement, unless the context requires otherwise:

“ <b>Articles of Association</b> ”	means the articles of association of the Company from time to time;
“ <b>Board</b> ”	means the board of Directors from time to time;
“ <b>Business</b> ”	means all the business and affairs carried on from time to time by the Company and/or any member of the Group;
“ <b>Director(s)</b> ”	means the director(s) of the Company from time to time;
“ <b>GEM Listing Rules</b> ”	means the Rules Governing the Listing of Securities on GEM of the Stock Exchange;
“ <b>Group</b> ”	means the Company and its subsidiaries from time to time and member of the Group shall be construed accordingly;
“ <b>HK\$</b> ”	means Hong Kong dollars;
“ <b>Hong Kong</b> ”	means the Hong Kong Special Administrative Region of the People's Republic of China;
“ <b>inside information</b> ”	has the meaning ascribed to it in Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
“ <b>Listing Date</b> ”	means the date on which the shares of the Company commence listing on GEM of the Stock Exchange;
“ <b>month</b> ”	means calendar month;

<b>“Retirement Scheme”</b>	means the mandatory provident fund and/or such other retirement scheme adopted by the Group from time to time;
<b>“subsidiary” and “holding company”</b>	have the meanings attributed to them in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
<b>“Stock Exchange”</b>	means The Stock Exchange of Hong Kong Limited;
<b>“Termination”</b>	means termination of this Agreement howsoever; and
<b>“Termination Date”</b>	means the date when the Termination becomes effective.

1.02 References herein to Clauses are to clauses in this Agreement and references to sub-clauses are to sub-clauses of the Clauses in which they respectively appear.

1.03 Headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

1.04 Unless the context requires otherwise, words importing the singular only shall include the plural and vice versa and words importing natural persons shall include individuals, corporations and unincorporated, associations, firms or partnerships and words importing the masculine gender only shall include the feminine gender and the neuter gender and vice versa.

## 2. APPOINTMENT

The Company shall employ the Executive and the Executive shall serve the Company as an executive director of the Company upon the terms and conditions hereinafter appearing and subject to the Articles of Association. The Executive is primarily responsible for the human resources management of the Group

## 3. DURATION

Subject to Clause 10, the Company shall employ the Executive with effect from the Listing Date (the **“Effective Date”**) for an initial term of three (3) years and shall continue thereafter until terminated by either party by giving not less than three (3) months’ prior notice in writing at any time to the other.

## 4. EXECUTIVE’S DUTIES

4.01 The Executive shall, during the continuance of his employment hereunder:

- (a) serve the Company as an executive Director responsible for and, in such capacity, perform the duties and exercise the powers from time to time assigned to or vested in him by the Board;
- (b) in pursuance of his 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, without limiting the generality of this Clause to act as a director of the Company and of

such of its subsidiaries as the Board may from time to time require; and he will perform those duties at such place or places in Hong Kong or elsewhere as the Board may from time to time determine;

- (c) comply with and conform to any lawful instructions or directions from time to time given or made by the Board and faithfully and diligently serve the Group and use his best endeavours to promote the business and interests thereof;
- (d) work full time for the Group except in case of incapacity through illness or accident in which case he shall forthwith notify the secretary of the Company of such incapacity and shall furnish to the Board such evidence thereof as it may require;
- (e) not be engaged or interested in or concerned with any business which competes or is likely to compete with the business of the Group, whether directly or indirectly;
- (f) keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company or the Group and provide such explanations as the Board may require in connection therewith;
- (g) carry out his duties and exercise his powers jointly and collectively with any other director or executive of any member of the Group as shall from time to time be appointed by the Board and the Board may at any time require the Executive to cease performing or exercising any of his duties or powers under this Agreement;
- (h) ensure that he is fully aware of and shall comply with his legal obligations, and all his obligations under the Articles of Association, the GEM Listing Rules and other relevant laws, regulations and requirements, as a Director;
- (i) in pursuance of his duties hereunder perform such services of the Group (and without further remuneration unless otherwise agreed) accept such offices in the Group as the relevant Board may from time to time reasonably require and without limiting the generality of this Clause, act as a director of any member of the Group, in each case, at the request of the relevant Board;
- (j) co-operate in any investigation conducted by the listing division and/or listing committee of the Stock Exchange or other regulatory authorities in connection with the Group's business and affairs, including but not limited to answering promptly and openly all questions addressed to him, providing promptly to the Stock Exchange and other regulatory authorities (in writing if so requested) all such information as the Stock Exchange and other regulatory authorities may require in relation thereto and attending before any meeting or hearing at which he is requested to appear;
- (k) the Executive shall perform his duties and exercise his powers under the supervision of another director, executive or adviser of the Company or jointly with any other director or executive as may from time to time be appointed by the Board to act jointly with the Executive; and the Board may, if it is of the

opinion that the same is in the best interests of the Group, at any time require the Executive to cease performing or exercising any of his duties or powers under this Agreement, or to perform any duty other than those than being performed by him;

- (l) inform the Company and the Stock Exchange immediately in the event that there is any change in the information disclosed in Part I of his Form A (Director's Declaration, Undertaking and Acknowledgement); and
- (m) the Executive shall work in any place in Hong Kong or any part of the world which the Board may require for the proper performance and exercise of his duties and powers under this Agreement.

4.02 The Company shall, during the Executive's employment hereunder, at its costs and expenses provide and supply to the Executive such personnel support, office facilities and other assistance (including, without limitation, professional advice) as are reasonably necessary or desirable to enable the Executive to perform and discharge his duties under this Agreement.

## **5. OUTSIDE INTERESTS**

5.01 Subject to Clause 11, the Executive shall not without the prior written consent of the Board become a director of any company outside the Group or be engaged, concerned or interested directly or indirectly any business, trades or offices other than the Business and his office in the Group.

5.02 Any dispute regarding any matter provided for in Clause 5.01 shall be decided by the Board, whose decision shall be final and conclusive as between the parties. The Executive shall furnish to the Company with such information as the Board may require in connection with any such matter.

## **6. REMUNERATION AND OTHER BENEFITS**

6.01 The remuneration of the Executive shall be a fixed salary at the rate of HK\$420,000 per annum, which is deemed to accrue on a day to day basis, payable in 12 equal monthly instalments of HK\$35,000 in arrears on or around the last business day of each calendar month which may be subject to review annually by the Board and the remuneration committee of the Board.

6.02 Where required by the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong), the Executive will be enrolled into the Group's Mandatory Provident Fund Scheme (the "**MPF Scheme**"). 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.

6.03 The Company shall pay annual subscriptions and premiums for personal accident insurance and directors' liabilities insurance of its choice for the benefit of the Executive, which coverage shall be on such terms and in such amount as the Board in its absolute discretion shall deem fit.

- 6.04 The Company shall pay or provide to the Executive such additional benefits as the Board shall in its absolute discretion deem appropriate.
- 6.05 The Executive is entitled to such discretionary bonus by reference to the consolidated net profits of the Group after taxation and minority interests but before extraordinary items as the Board and the remuneration committee of the Board may approve, provided that the relevant executive Director shall abstain from voting and not be counted in the quorum in respect of any resolution of the Board approving the amount of annual salary, discretionary bonus and other benefits payable to him.
- 6.06 Any bonuses payable to the Executive in accordance with Clause 6.05 above in respect of any financial year shall be paid within three (3) months after the issue of the audited accounts of the Company for such financial year.

## **7. EXPENSES**

- 7.01 The Company shall reimburse the Executive for all reasonable expenses properly incurred in the performance of his duties hereunder and the Executive will, if so required, provide the Company with receipts or other evidence to the payment of such expenses.
- 7.02 The Executive shall abstain from voting and shall not be counted in the quorum in respect of a resolution regarding his remuneration.

## **8. DEDUCTIONS**

The Company shall be entitled at any time to deduct from the Executive's remuneration hereunder any monies due from him to the Company including, but not limited to, contribution payable by him under the Retirement Scheme, any outstanding loans, advances, the cost of repairing any damage to or loss of the Company's property caused by him (and of recovering the same) and any other monies owed by him to the Company provided that any such deduction made shall be in compliance with the provisions of the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) and other applicable labour laws and regulations in force from time to time.

## **9. LEAVE**

- 9.01 The Executive shall be entitled in respect of each year of service with the Company to twenty-four (24) working days' leave (excluding public holidays) with full pay, which leave shall be taken at such time or times as may be approved by the Board having regard to the exigencies of the Group's business provided that:
- (a) if the employment of the Executive hereunder is to cease on the completion of any year of service, the Executive shall be entitled to take his leave immediately prior to the end of such year of service notwithstanding that at that time such year of service shall not have been completed;
  - (b) if the employment of the Executive hereunder is to cease (for any reason other than termination pursuant to Clause 10.03) during any year of service, the Executive shall be entitled to an amount of leave proportionate to the part of the year during which he has been employed by the Company.

## 10. TERMINATION

- 10.01 The Executive may terminate this Agreement by giving to the Company at least three (3) months' notice in writing after the initial fixed term referred to in Clause 3 of this Agreement. The Company may terminate this Agreement by giving to the Executive at least three (3) months' notice in writing at any time after the date of this Agreement.
- 10.02 If the Executive is at any time incapacitated by illness, injury or accident from performing his duties hereunder and (if so required) furnishes the Board with evidence satisfactory to it of such incapacity and the cause thereof he shall be entitled to receive his full salary for the first three (3) months or any shorter period during which such incapacity continues and if he continues to be so incapacitated for more than three (3) consecutive months or if he is so incapacitated at different times for more than sixty (60) days in any one period of fifty-two (52) consecutive weeks then and in either of such cases his employment may be determined by the Company by one (1) month's notice in writing.
- 10.03 The Company may determine the Executive's employment hereunder forthwith without any notice or payment in lieu of notice and upon such determination the Executive shall not be entitled to any bonus or any payment whatsoever (other than salary actually accrued due and payable) for or in respect of the then current year of service or to claim any compensation or damages for or in respect of or by reason of such determination, if the Executive shall at any time:
- (i) commit any serious or persistent breach of any of the provisions herein contained (and to the extent that such breach is capable of remedy shall fail to remedy such breach within fourteen (14) days after written notice given by the Board);
  - (ii) be guilty of any act of dishonesty, grave misconduct or wilful neglect in the discharge of his duties hereunder (and to the extent that such breach is capable of remedy shall fail to remedy such breach within fourteen (14) days after written notice is given by the Board);
  - (iii) without prejudice to the generality of (ii) above be proven to have carried out any fraudulent activity or fraudulently to have failed to carry out any activity, after the date hereof, whether or not in connection with the affairs of the Group;
  - (iv) become bankrupt or make any arrangement or composition with his creditors generally or have a receiving order made against him or suspend payment of his debts or compound with his creditors generally;
  - (v) become a lunatic or of unsound mind;
  - (vi) become permanently incapacitated by illness or other like causes so as to prevent the Executive from performing his duties and obligations hereunder;

- (vii) absent himself from the meetings of the Board during a continuous period of three (3) months, without special leave of absence from the Board, and his alternate director (if any) shall not during such period have attended in his stead;
- (viii) become prohibited by law or rules of any stock exchange including the Stock Exchange from acting as a Director or any member of the Group;
- (ix) be prohibited by law from fulfilling his duties hereunder;
- (x) be convicted of any criminal offence (other than traffic offence or an offence which in the reasonable opinion of the Board does not affect his position as a Director);
- (xi) become prohibited by law, the GEM Listing Rules, the Codes on Takeovers and Mergers and Share Buy-backs published by the Securities and Futures Commission of Hong Kong or any rules prescribed by the Stock Exchange or other regulatory authorities from acting as a director or from fulfilling his duties hereunder or be removed from office by the shareholders of the Company in general meeting according to the Articles of Association;
- (xii) be convicted of any offence which in the reasonable opinion of the Board will seriously prejudice the performance of his duties hereunder or be identified as an insider dealer under any statutory enactment or regulations relating to insider dealing in force from time to time;
- (xiii) persistently without cause refuse 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;
- (xiv) improperly divulge to any unauthorised person any business secret of the Business, organisation or clientele of the Company and/or any member of the Group; or
- (xv) guilty of or commit any serious misconduct which in the reasonable opinion of the Board is in any way detrimental to the interests of the Company or any member of the Group or shall be in breach of any of the terms of this Agreement.

10.04 The employment of the Executive hereunder shall terminate automatically in the event his ceasing to be a Director for whatever reason whether by reason of him not being re-elected as a Director 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 or otherwise but if such termination shall be caused by any act or omission of either party without the consent of the other, such act or omission shall be deemed to constitute a breach of this Agreement, and such termination shall be without prejudice to any claim for damages in respect of such breach.

10.05 In the event of termination of the Executive's employment hereunder, the Executive shall not be entitled to claim any other compensation whatsoever from the Company in respect of such termination except where the Board otherwise agrees or as expressly provided for in this Agreement.

- 10.06 In the event of termination of the Executive's employment for whatever reason, the Executive shall:
- (a) forthwith resign as a Director and (if appropriate) as a director of any other members of the Group; and
  - (b) transfer without payment to the Company or as the Company may direct any shares or property held by the Executive on behalf of any members of the Group; and
  - (c) not at any time thereafter represent himself to be connected with the Group; and
  - (d) subject to the provisions of Clause 10.05, shall cease to be entitled to any benefits under this Agreement.
- 10.07 The Executive hereby irrevocably appoints the Company as his lawful attorney in his name and on his behalf, in the event of his failure to do so, to execute all documents under hand or under seal and/or do all things necessary to give effect to his resignation and any transfer referred to in Clause 10.06 or to file such returns or take such other action as may be necessary or desirable under the Companies Law of the Cayman Islands, the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or other applicable legislation, and a certificate in writing signed by the 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 that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claims which the Executive may have against any such company or which any such company may have against the Executive arising out of this Agreement or its termination.
- 10.08 Any delay or forbearance by the Company in exercising any right to terminate this Agreement shall not constitute a waiver of such right.
- 10.09 If notice is served by either party pursuant to Clause 10.01 above, for up to a maximum of six (6) months, the Company shall not be obliged to provide any work for the Executive or to assign to or vest in the Executive any powers, duties or functions and may in its discretion suspend the Executive on full salary and other contractual benefits save as below and require the Executive:
- (a) not to enter any premises of the Company or any member of the Group; and
  - (b) to abstain from contacting any customers, clients, employees or suppliers of the Company or any member of the Group.
- 10.10 Save as disclosed in the prospectus of the Company in connection with the listing of its shares on the Stock Exchange, the Executive shall not be employed by or provide services to any third party (whether paid or unpaid) during the period for which he is suspended pursuant to this Clause.



## **11. EXECUTIVES WARRANTIES AND UNDERTAKINGS**

11.01 The Executive represents and warrants that:

- (a) he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this Agreement or from performing his duties hereunder;
- (b) he has prior to the date of this Agreement, disclosed all his personal interests whether as a shareholder, investor, director, consultant, advisor or otherwise in any undertaking which has any business dealings with a member of the Group or which competes with a member of the Group;
- (c) he has fully disclosed to the Company all circumstances in respect of which there is, or is likely to be, a conflict of interest between the Executive or any member of his family and a member of the Group; and
- (d) he will notify the Company promptly in writing of any change to the information referred to in Clause 11.01 (including any interest arising after the date of this Agreement).

11.02 The Executive shall not either during the continuance of his employment hereunder or at any time thereafter except as authorised or required by the duties herein provided, divulge to any person whomsoever or to any body corporate or unincorporated and shall use his best endeavours to prevent the unauthorised publication or disclosure of any trade secret or any confidential information concerning the business or finances of any member of the Group or any of its dealings, transactions or affairs which may come to his knowledge during or in the course of his employment. Confidential information shall include, without limitation, lists or details of customers, suppliers, information relating to the working or any process or invention carried on or used by the Company or any member of the Group, information relating to research projects, prices, discounts, mark-ups, future business strategy, marketing and inside information.

11.03 Forthwith upon the termination of the employment of the Executive hereunder, and/or at any other time if the Company shall so request, the Executive shall deliver to the Company all documents in whatever forms and media (including books, records, documents, papers, accounts, correspondence, lists of customers, notes, memoranda, plans, drawings and other documents of whatsoever nature), credit cards, models or samples and other property concerning the business, finances or affairs of any member of the Group which may then be in his possession or control. For the avoidance of doubt it is hereby declared that the property in all such documents as aforesaid shall at all times be vested in the relevant member of the Group.

11.04 Save as disclosed in the prospectus of the Company in connection with the listing of its shares on the Stock Exchange, the Executive shall not at any time during the continuance of his employment hereunder or for a period of 6 months thereafter either on his own account or in conjunction with or on behalf of any other person or body corporate or unincorporated in any country or place where any member of the Group carries on business carry on or be employed, concerned or interested directly or indirectly whether as a shareholder, director, executive, partner, agent or otherwise and

whether alone or jointly with others in or assist any person, firm, company or organisation with technical, commercial or professional advice in carrying on any business carried on by any member of the Group during the continuance of the said employment in competition with any member of the Group (other than as a holder of not more than five percent (5%) of the issued shares or debentures of any company listed on any recognised stock exchange).

- 11.05 The Executive shall not at any time during the continuance of his employment hereunder or for a period of six (6) months thereafter either on his own account or in conjunction with or on behalf of any other person or body corporate or unincorporated in competition with any member of the Group, directly or indirectly, solicit or entice away from any member of the Group any person or body corporate or unincorporated any customer or supplier of any member of the Group whether the Executive had personal contact or dealings during his said employment or otherwise.
- 11.06 The Executive shall not at any time during the continuance of his employment hereunder or for a period of 6 months thereafter either on his own account or in conjunction with or on behalf of any other person or body corporate or unincorporated directly or indirectly solicit or entice away from any member of the Group or employ or otherwise engage any employee of any member of the Group or employ a consultant of any member of the Group who is likely to be in possession of trade secrets relating to the Group or the Business, whether the Executive had contact with such person during his said employment or otherwise.
- 11.07 The Executive hereby agrees that the restrictions in this Clause 11 are reasonable and necessary in all the circumstances for the protection of the business and interests of the Group and do not work harshly upon him.
- 11.08 While the restrictions contained in this Clause 11 are considered by the parties hereto 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 Group but would be valid if part of the wording thereof were deleted or the periods thereof reduced or the range of activities or area dealt with thereby reduced in scope the said restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 11.09 The Executive shall comply where relevant with every rule of law, every regulation and code of practice of the Stock Exchange or any other relevant stock exchange and every regulation, code of practice and the articles of association of the relevant companies in the Group in force in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to unpublished inside information affecting the shares, debentures or other securities of any company in the Group, including the provisions of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong). 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.
- 11.10 The Executive shall, during the continuance of his employment hereunder, not demand or accept or permit any member of his family to demand or accept from third parties

any gifts, benefits or advantages offered or given to the Executive or a member of his family by reason of his employment with the Company.

## **12. MISCELLANEOUS**

- 12.01 This Agreement shall be in substitution for any subsisting agreement or arrangement (oral or otherwise) made between the Company or any other member of the Group and the Executive which shall be deemed to have been terminated by mutual consent as from the date on which this Agreement commences.
- 12.02 The Executive hereby acknowledges that he has no claim of any kind 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.
- 12.03 The expiration or termination of this Agreement howsoever arising shall not operate to affect such of the provisions hereof as in accordance with their terms that are expressed, expressly or by implication, to operate or have effect thereafter.
- 12.04 In the event of any variation of the remuneration payable to the Executive hereunder being made by consent of the parties hereto such variation shall not constitute a new agreement but (subject to any express agreement to the contrary) the employment of the Executive hereunder shall continue subject in all respects to terms and conditions of this Agreement with such variation as aforesaid.
- 12.05 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 seven (7) days prior written notice specified to the other party):

To the Company:      Address      :      Unit 1226B, 12/F Star House, No. 3 Salisbury Road, Kowloon, Hong Kong

Fax number:                                  :      N/A

To the Executives:      Address      :      Flat C, 43/F, Tower 2, Sorrento, 1 Austin Road West, Tsim Sha Tsui, Kowloon, Hong Kong

Fax number:                                  :      N/A

Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given or made by letter, by post, two business days after the date of posting, or by recorded delivery, when actually delivered to the relevant address; and (b) if given or made by fax, when despatched.

- 12.06 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

- 12.07 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in connection herewith.
- 12.08 Subject to Clause 12.09 below, the Executive's personal data may be used, held and/or stored (by whatever means) for (i) promotion and marketing of the Company; (ii) making disclosure required by laws, rules and regulations; (iii) facilitating task distribution within the Company; (iv) compiling statistical information and employee profiles; (v) establishing benefit entitlements; and (vi) any incidental purposes relating to the above, and any other purpose which the Executive may from time to time agree.
- 12.09 Data held by the Company relating to the Executive will generally be kept confidential but the Company may make all enquiries as we consider necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, transfer (whether within or outside Hong Kong) the Executive's personal data to, from or with (i) any regulatory or government bodies; (ii) any other persons or institutions in connection with the Company's business, insurers, clients and potential investors; and (iii) any other person to which the Company considers such as disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.
- 12.10 Save as otherwise provided herein, both parties under this Agreement do not intend any term of this Agreement to be enforceable pursuant to the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (the "CRTPO") and agree that this Agreement shall be excluded from the application of CRTPO.

### **13. ACKNOWLEDGEMENT**

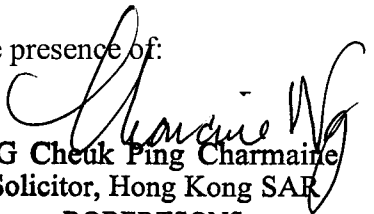
The Executive hereby acknowledges that Robertsons only act for the Company in connection with this Agreement and the Executive has been duly advised to seek independent legal advice and to obtain separate legal representation.

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

SIGNED by Chan Yuk Pan )  
for and on behalf of )  
BEST LINKING GROUP HOLDINGS )  
LIMITED )  
永聯豐集團控股有限公司 )

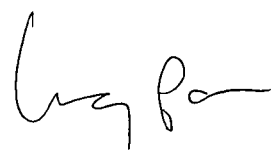


in the presence of: )

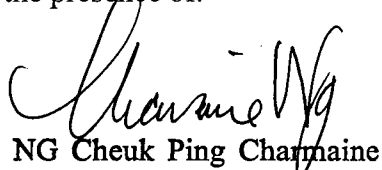


NG Cheuk Ping Charmaine  
Solicitor, Hong Kong SAR  
ROBERTSONS

SIGNED by )  
CHAN LUNG PAN )



in the presence of: )



NG Cheuk Ping Charmaine  
Solicitor, Hong Kong SAR  
ROBERTSONS

**Best Linking Group Holdings Limited 永聯豐集團控股有限公司**

Date: 21 October 2019

**Private and Confidential**

Mr. Chan Wan Tsun Adrian Alan  
Flat A, 18/F, Block 6  
Cavendish Heights  
33 Perkins Road  
Hong Kong

Dear Mr. Chan,

**Re: Independent non-executive directorship with Best Linking Group Holdings Limited  
永聯豐集團控股有限公司 (the "Company")**

1. Subject to the Company not receiving a written notice of objection from The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") as to your appointment as an independent non-executive director of the Company (a "**Director**"), the Company is pleased to offer to appoint you as an independent non-executive Director. During the term of your appointment, you are responsible for overseeing the areas with regard to the strategy, policy, performance, accountability, internal control, corporate governance and providing independent advice to the Company and its subsidiaries.
2. Subject as aforesaid, the term of your appointment will commence and become effective on the date of listing of the shares of the Company on GEM of the Stock Exchange (the "**Effective Date**"), and shall continue for a term of one (1) year in the first instance and shall be automatically renewed for another year unless the board of directors (the "**Board**") determined otherwise at the next or a subsequent annual general meeting but subject to paragraphs (12) and (13) below and/or the provisions of the Companies Ordinance (Cap 622 of the Laws of Hong Kong) (the "**Companies Ordinance**"), Companies Law Cap. 22 (Law 3 of 1961) of the Cayman Islands (the "**Companies Law**") and the articles of association of the Company in force from time to time (the "**Articles**") (and upon the occurrence of any of the circumstances mentioned in paragraph (12) or (13) below and/or in accordance with the provisions of the Companies Ordinance, Companies Law and/or the Articles, your period of office shall be shortened accordingly).
3. In consideration of your agreeing to accept this appointment, and subject to your appointment becoming effective, the Company shall pay you a director's fee in the amount of HK\$180,000 per annum, such payment shall be made by the Company in twelve monthly instalments of HK\$15,000 each, and with respect to the payment of your director's fee for any period of less than one calendar year, the amount of director's fee

payable shall be determined on the basis of a 365 day year and the actual number of days elapsed.

4. The Company shall reimburse your expenses reasonably incurred while performing your duties as an independent non-executive Director, including reasonable travel expenses. All taxation on director's fees shall be borne by you.
5. You agree to carry out your duties and services as a Director in compliance with the Articles, board practices and procedures and codes of conduct of the Company from time to time in force as well as Companies Ordinance, Companies Law, all other applicable laws and regulations of Hong Kong including the Rules Governing the Listing of Securities on GEM of the Stock Exchange (the "**GEM Listing Rules**") from time to time in force, and as an independent non-executive Director in compliance with the specific requirements as set out in the GEM Listing Rules in force from time to time including Chapter 5 of the GEM Listing Rules. You further agree to provide your service and opinion in circumstances anticipated by Chapter 20 of the GEM Listing Rules.
6. You shall not, either during the term of your appointment as an independent non-executive Director or thereafter:-
  - (a) use to the detriment or prejudice of the Company, its subsidiaries and its associated corporations (the "**Group**") or divulge or communicate to any person, any trade, secret or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or
  - (b) use for your own purpose or for any purpose other than those of the Group any information or knowledge of a confidential nature which you, may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).
7. You shall not, during the term of your appointment and for six months thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business or enterprise which competes or is likely to compete or has a significant business relation with any Group company without the prior written consent of the Board, such consent not to be unreasonably withheld or delayed.
8. You shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.

9. You shall promptly upon request by the Company or in any event upon your ceasing to be an independent non-executive Director deliver up to the Company all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a Director, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
10. The Directors may be prohibited under the Articles and the GEM Listing Rules, from voting at or being counted towards quorum of Directors' meetings in respect of any resolution in which they are interested, except for those matters permitted by the relevant provisions of the Articles and the GEM Listing Rules.
11. Under the Articles, the office of a Director is liable to be vacated in certain circumstances. In addition, one-third of the Directors are required to retire from office by rotation at each annual general meeting of the Company (they may, however, offer themselves for re-election), and any Director appointed to fill any casual vacancy or as an addition to the then existing Board shall hold office until the next annual general meeting (he/she may, however, offer himself/herself for re-election). Furthermore, the Articles also provide that the shareholders of the Company may, at any general meeting convened and held in accordance with the Articles, by ordinary resolution remove a Director at any time before the expiration of his period of office notwithstanding anything in the Articles or in any agreement between the Company and such Director.
12. The Company shall be entitled (but not obliged) to terminate your appointment as an independent non-executive Director by not less than 1 month's prior notice in writing (or by payment in lieu of notice) given at any time. Furthermore, under the provisions of the Articles and/or the GEM Listing Rules, the Company shall be entitled to terminate your office without prior notice. Such circumstances arise, inter alia, if you shall become bankrupt or have made any arrangement or composition with your creditors generally, or have been convicted of a criminal offence or if you shall cease to be considered independent by the Stock Exchange for the purposes of the GEM Listing Rules, or the Stock Exchange shall become of the view that you do not have the character, experience and integrity to fulfil your role effectively or are unable to demonstrate a standard of competence commensurate with your position as a director of a listed company on the Stock Exchange.
13. You are entitled to resign as an independent non-executive Director of the Company at any time by giving the Company not less than 1 month's prior notice in writing and shall comply with the Articles and other applicable provisions of the GEM Listing Rules, Companies Ordinance and Companies Law in respect of your resignation. In so doing, you shall simultaneously tender resignation from all your offices (including, without limitation, membership of the Audit Committee, Nomination Committee and any other committees of the Board) and positions (as the case may be) in the Company and its subsidiaries, associates and affiliated companies as required by the Company.



14. You shall be permitted to participate in the share option schemes of the Company subject at all times to the requirements and/or restrictions of the GEM Listing Rules.

15. You hereby represent and warrant to the Company that:-

- (a) you, and to the best of your knowledge, information and belief, your immediate family members (as defined in the GEM Listing Rules) do not hold more than 1% of the number of issued shares of the Company or at all;
- (b) you, and to the best of your knowledge, information and belief, your immediate family members have not received any interests in any securities of the Company as a gift or otherwise, or by means of other financial assistance, from a core connected person (as defined in the GEM Listing Rules) (a "**core connected person**") of the Company or the Company itself;
- (c) you, and to the best of your knowledge, information and belief, your immediate family members are not a director, partner or principal of any professional adviser which currently provides or has within two years immediately prior to the date of your appointment provided services, nor are you or were you, or to the best knowledge, information and belief, are or were your immediate family members an employee of such professional adviser who is or has been involved in providing such services during the same period, to (i) the Company, its holding company or any of their respective subsidiaries or core connected persons, or (ii) any person who was a controlling shareholder of the Company, or where there was no controlling shareholder, any person who was the chief executive or a Director (other than an independent non-executive Director) of the Company within two years immediately prior to the date of your appointment, or any of their close associates (as defined in the GEM Listing Rules);
- (d) you, and to the best of your knowledge, information and belief, your immediate family members, do not currently, or within one year immediately prior to the date of your appointment, have or had any material interest in any principal business activity of and are not and were not involved in any material business dealings with the Company, its holding company or their respective subsidiaries or with any core connected persons of the Company;
- (e) you are not on the board of directors of any company specifically to protect the interest of an entity whose interests may not be the same as those of the shareholders of the Company as a whole;
- (f) you, and to the best of your knowledge, information and belief, your immediate family members are not and were not connected with any Director, the chief executive

or any substantial shareholder of the Company within two years immediately prior to the date of your appointment;

- (g) you, and to the best of your knowledge, information and belief, your immediate family members are not and have not at any time during the two (2) years immediately prior to the date of your appointment been, an executive or Director (other than an independent non-executive Director) of the Company, of its holding company or of any of their respective subsidiaries or of any core connected persons of the Company;
- (h) you, and to the best of your knowledge, information and belief, your immediate family members are not financially dependent on the Company, its holding company or any of their respective subsidiaries or of any core connected persons of the Company;
- (i) you do not have any past or present financial or other interest in the business of the Company, its holding company or any of their respective subsidiaries or have any connection with any core connected person of the Company; and
- (j) there are no other factors which are relevant in assessing your independence as a Director under rule 5.09 of the GEM Listing Rules.

16. You hereby undertake to the Company;-

- (a) to inform the Company and the Stock Exchange as soon as practicable if there is any subsequent change of circumstances which includes, but without limitation to, any of the circumstances set forth in paragraph 15, which may affect your independence in relation to your appointment as an independent non-executive Director; and
- (b) to provide an annual confirmation of your independence to the Company.


17. You undertake to keep confidential all documents and information provided by the Company to you in the course of your duties as a Director.

18. Save as otherwise provided herein, both parties under this Agreement do not intend any term of this Agreement to be enforceable pursuant to the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (the "CRTPO") and agree that this Agreement shall be excluded from the application of CRTPO.

19. This letter of appointment is governed by Hong Kong law. This letter replaces and supersedes all previous contracts, whether written or oral, between you and the Company.

If you are in agreement with the terms set out above, please sign below and return the duplicate of this letter to us for our records.

Yours faithfully,  
For and on behalf of  
**Best Linking Group Holdings Limited**  
永聯豐集團控股有限公司



---

Chan Yuk Pan  
Director

I, Chan Wan Tsun Adrian Alan, agree to the above terms of appointment as an independent non-executive Director of Best Linking Group Holdings Limited 永聯豐集團控股有限公司.



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Chan Wan Tsun Adrian Alan  
Date: 21 October 2019

**Best Linking Group Holdings Limited 永聯豐集團控股有限公司**

Date: 21 October 2019

**Private and Confidential**

Ms. Tsang Hau Lam  
Flat 1203, Block 2, 12/F  
The Metropolis Residence  
8-9 Metropolis Drive  
Hung Hom  
Kowloon, Hong Kong

Dear Ms. Tsang,

**Re: Independent non-executive directorship with Best Linking Group Holdings Limited  
永聯豐集團控股有限公司 (the "Company")**

1. Subject to the Company not receiving a written notice of objection from The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") as to your appointment as an independent non-executive director of the Company (a "**Director**"), the Company is pleased to offer to appoint you as an independent non-executive Director. During the term of your appointment, you are responsible for overseeing the areas with regard to the strategy, policy, performance, accountability, internal control, corporate governance and providing independent advice to the Company and its subsidiaries.
2. Subject as aforesaid, the term of your appointment will commence and become effective on the date of listing of the shares of the Company on GEM of the Stock Exchange (the "**Effective Date**"), and shall continue for a term of one (1) year in the first instance and shall be automatically renewed for another year unless the board of directors (the "**Board**") determined otherwise at the next or a subsequent annual general meeting but subject to paragraphs (12) and (13) below and/or the provisions of the Companies Ordinance (Cap 622 of the Laws of Hong Kong) (the "**Companies Ordinance**"), Companies Law Cap. 22 (Law 3 of 1961) of the Cayman Islands (the "**Companies Law**") and the articles of association of the Company in force from time to time (the "**Articles**") (and upon the occurrence of any of the circumstances mentioned in paragraph (12) or (13) below and/or in accordance with the provisions of the Companies Ordinance, Companies Law and/or the Articles, your period of office shall be shortened accordingly).
3. In consideration of your agreeing to accept this appointment, and subject to your appointment becoming effective, the Company shall pay you a director's fee in the amount of HK\$144,000 per annum, such payment shall be made by the Company in twelve monthly instalments of HK\$12,000 each, and with respect to the payment of your

director's fee for any period of less than one calendar year, the amount of director's fee payable shall be determined on the basis of a 365 day year and the actual number of days elapsed.

4. The Company shall reimburse your expenses reasonably incurred while performing your duties as an independent non-executive Director, including reasonable travel expenses. All taxation on director's fees shall be borne by you.
5. You agree to carry out your duties and services as a Director in compliance with the Articles, board practices and procedures and codes of conduct of the Company from time to time in force as well as Companies Ordinance, Companies Law, all other applicable laws and regulations of Hong Kong including the Rules Governing the Listing of Securities on GEM of the Stock Exchange (the "**GEM Listing Rules**") from time to time in force, and as an independent non-executive Director in compliance with the specific requirements as set out in the GEM Listing Rules in force from time to time including Chapter 5 of the GEM Listing Rules. You further agree to provide your service and opinion in circumstances anticipated by Chapter 20 of the GEM Listing Rules.
6. You shall not, either during the term of your appointment as an independent non-executive Director or thereafter:-
  - (a) use to the detriment or prejudice of the Company, its subsidiaries and its associated corporations (the "**Group**") or divulge or communicate to any person, any trade, secret or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or
  - (b) use for your own purpose or for any purpose other than those of the Group any information or knowledge of a confidential nature which you, may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).
7. You shall not, during the term of your appointment and for six months thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business or enterprise which competes or is likely to compete or has a significant business relation with any Group company without the prior written consent of the Board, such consent not to be unreasonably withheld or delayed.
8. You shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.

9. You shall promptly upon request by the Company or in any event upon your ceasing to be an independent non-executive Director deliver up to the Company all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a Director, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
10. The Directors may be prohibited under the Articles and the GEM Listing Rules, from voting at or being counted towards quorum of Directors' meetings in respect of any resolution in which they are interested, except for those matters permitted by the relevant provisions of the Articles and the GEM Listing Rules.
11. Under the Articles, the office of a Director is liable to be vacated in certain circumstances. In addition, one-third of the Directors are required to retire from office by rotation at each annual general meeting of the Company (they may, however, offer themselves for re-election), and any Director appointed to fill any casual vacancy or as an addition to the then existing Board shall hold office until the next annual general meeting (he/she may, however, offer himself/herself for re-election). Furthermore, the Articles also provide that the shareholders of the Company may, at any general meeting convened and held in accordance with the Articles, by ordinary resolution remove a Director at any time before the expiration of his period of office notwithstanding anything in the Articles or in any agreement between the Company and such Director.
12. The Company shall be entitled (but not obliged) to terminate your appointment as an independent non-executive Director by not less than 1 month's prior notice in writing (or by payment in lieu of notice) given at any time. Furthermore, under the provisions of the Articles and/or the GEM Listing Rules, the Company shall be entitled to terminate your office without prior notice. Such circumstances arise, inter alia, if you shall become bankrupt or have made any arrangement or composition with your creditors generally, or have been convicted of a criminal offence or if you shall cease to be considered independent by the Stock Exchange for the purposes of the GEM Listing Rules, or the Stock Exchange shall become of the view that you do not have the character, experience and integrity to fulfil your role effectively or are unable to demonstrate a standard of competence commensurate with your position as a director of a listed company on the Stock Exchange.
13. You are entitled to resign as an independent non-executive Director of the Company at any time by giving the Company not less than 1 month's prior notice in writing and shall comply with the Articles and other applicable provisions of the GEM Listing Rules, Companies Ordinance and Companies Law in respect of your resignation. In so doing, you shall simultaneously tender resignation from all your offices (including, without limitation, membership of the Audit Committee, Nomination Committee and any other committees of the Board) and positions (as the case may be) in the Company and its subsidiaries, associates and affiliated companies as required by the Company.

14. You shall be permitted to participate in the share option schemes of the Company subject at all times to the requirements and/or restrictions of the GEM Listing Rules.

15. You hereby represent and warrant to the Company that:-

- (a) you, and to the best of your knowledge, information and belief, your immediate family members (as defined in the GEM Listing Rules) do not hold more than 1% of the number of issued shares of the Company or at all;
- (b) you, and to the best of your knowledge, information and belief, your immediate family members have not received any interests in any securities of the Company as a gift or otherwise, or by means of other financial assistance, from a core connected person (as defined in the GEM Listing Rules) (a "**core connected person**") of the Company or the Company itself;
- (c) you, and to the best of your knowledge, information and belief, your immediate family members are not a director, partner or principal of any professional adviser which currently provides or has within two years immediately prior to the date of your appointment provided services, nor are you or were you, or to the best knowledge, information and belief, are or were your immediate family members an employee of such professional adviser who is or has been involved in providing such services during the same period, to (i) the Company, its holding company or any of their respective subsidiaries or core connected persons, or (ii) any person who was a controlling shareholder of the Company, or where there was no controlling shareholder, any person who was the chief executive or a Director (other than an independent non-executive Director) of the Company within two years immediately prior to the date of your appointment, or any of their close associates (as defined in the GEM Listing Rules);
- (d) you, and to the best of your knowledge, information and belief, your immediate family members, do not currently, or within one year immediately prior to the date of your appointment, have or had any material interest in any principal business activity of and are not and were not involved in any material business dealings with the Company, its holding company or their respective subsidiaries or with any core connected persons of the Company;
- (e) you are not on the board of directors of any company specifically to protect the interest of an entity whose interests may not be the same as those of the shareholders of the Company as a whole;
- (f) you, and to the best of your knowledge, information and belief, your immediate family members are not and were not connected with any Director, the chief executive

or any substantial shareholder of the Company within two years immediately prior to the date of your appointment;

- (g) you, and to the best of your knowledge, information and belief, your immediate family members are not and have not at any time during the two (2) years immediately prior to the date of your appointment been, an executive or Director (other than an independent non-executive Director) of the Company, of its holding company or of any of their respective subsidiaries or of any core connected persons of the Company;
- (h) you, and to the best of your knowledge, information and belief, your immediate family members are not financially dependent on the Company, its holding company or any of their respective subsidiaries or of any core connected persons of the Company;
- (i) you do not have any past or present financial or other interest in the business of the Company, its holding company or any of their respective subsidiaries or have any connection with any core connected person of the Company; and
- (j) there are no other factors which are relevant in assessing your independence as a Director under rule 5.09 of the GEM Listing Rules.

16. You hereby undertake to the Company;-

- (a) to inform the Company and the Stock Exchange as soon as practicable if there is any subsequent change of circumstances which includes, but without limitation to, any of the circumstances set forth in paragraph 15, which may affect your independence in relation to your appointment as an independent non-executive Director; and
- (b) to provide an annual confirmation of your independence to the Company.

17. You undertake to keep confidential all documents and information provided by the Company to you in the course of your duties as a Director.

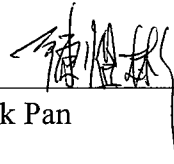
18. Save as otherwise provided herein, both parties under this Agreement do not intend any term of this Agreement to be enforceable pursuant to the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (the “CRTPO”) and agree that this Agreement shall be excluded from the application of CRTPO.

19. This letter of appointment is governed by Hong Kong law. This letter replaces and supersedes all previous contracts, whether written or oral, between you and the Company.

If you are in agreement with the terms set out above, please sign below and return the duplicate of this letter to us for our records.



Yours faithfully,  
For and on behalf of  
**Best Linking Group Holdings Limited**  
永聯豐集團控股有限公司



---

Chan Yuk Pan  
Director

I, Tsang Hau Lam, agree to the above terms of appointment as an independent non-executive Director of Best Linking Group Holdings Limited 永聯豐集團控股有限公司.



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Tsang Hau Lam  
Date: 21 October 2019

**Best Linking Group Holdings Limited 永聯豐集團控股有限公司**

Date: 21 October 2019

**Private and Confidential**

Ms. Tam Ho Ting  
Flat G, 22/F, Tower 3  
The Belcher's  
89 Pok Fu Lam Road  
Hong Kong

Dear Ms. Tam,

**Re: Independent non-executive directorship with Best Linking Group Holdings Limited  
永聯豐集團控股有限公司 (the "Company")**

1. Subject to the Company not receiving a written notice of objection from The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") as to your appointment as an independent non-executive director of the Company (a "**Director**"), the Company is pleased to offer to appoint you as an independent non-executive Director. During the term of your appointment, you are responsible for overseeing the areas with regard to the strategy, policy, performance, accountability, internal control, corporate governance and providing independent advice to the Company and its subsidiaries.
2. Subject as aforesaid, the term of your appointment will commence and become effective on the date of listing of the shares of the Company on GEM of the Stock Exchange (the "**Effective Date**"), and shall continue for a term of one (1) year in the first instance and shall be automatically renewed for another year unless the board of directors (the "**Board**") determined otherwise at the next or a subsequent annual general meeting but subject to paragraphs (12) and (13) below and/or the provisions of the Companies Ordinance (Cap 622 of the Laws of Hong Kong) (the "**Companies Ordinance**"), Companies Law Cap. 22 (Law 3 of 1961) of the Cayman Islands (the "**Companies Law**") and the articles of association of the Company in force from time to time (the "**Articles**") (and upon the occurrence of any of the circumstances mentioned in paragraph (12) or (13) below and/or in accordance with the provisions of the Companies Ordinance, Companies Law and/or the Articles, your period of office shall be shortened accordingly).
3. In consideration of your agreeing to accept this appointment, and subject to your appointment becoming effective, the Company shall pay you a director's fee in the amount of HK\$144,000 per annum, such payment shall be made by the Company in twelve monthly instalments of HK\$12,000 each, and with respect to the payment of your director's fee for any period of less than one calendar year, the amount of director's fee

payable shall be determined on the basis of a 365 day year and the actual number of days elapsed.

4. The Company shall reimburse your expenses reasonably incurred while performing your duties as an independent non-executive Director, including reasonable travel expenses. All taxation on director's fees shall be borne by you.
5. You agree to carry out your duties and services as a Director in compliance with the Articles, board practices and procedures and codes of conduct of the Company from time to time in force as well as Companies Ordinance, Companies Law, all other applicable laws and regulations of Hong Kong including the Rules Governing the Listing of Securities on GEM of the Stock Exchange (the "**GEM Listing Rules**") from time to time in force, and as an independent non-executive Director in compliance with the specific requirements as set out in the GEM Listing Rules in force from time to time including Chapter 5 of the GEM Listing Rules. You further agree to provide your service and opinion in circumstances anticipated by Chapter 20 of the GEM Listing Rules.
6. You shall not, either during the term of your appointment as an independent non-executive Director or thereafter:-
  - (a) use to the detriment or prejudice of the Company, its subsidiaries and its associated corporations (the "**Group**") or divulge or communicate to any person, any trade, secret or confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group) which may have come to your knowledge; or
  - (b) use for your own purpose or for any purpose other than those of the Group any information or knowledge of a confidential nature which you, may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).
7. You shall not, during the term of your appointment and for six months thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business or enterprise which competes or is likely to compete or has a significant business relation with any Group company without the prior written consent of the Board, such consent not to be unreasonably withheld or delayed.
8. You shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.

9. You shall promptly upon request by the Company or in any event upon your ceasing to be an independent non-executive Director deliver up to the Company all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a Director, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
10. The Directors may be prohibited under the Articles and the GEM Listing Rules, from voting at or being counted towards quorum of Directors' meetings in respect of any resolution in which they are interested, except for those matters permitted by the relevant provisions of the Articles and the GEM Listing Rules.
11. Under the Articles, the office of a Director is liable to be vacated in certain circumstances. In addition, one-third of the Directors are required to retire from office by rotation at each annual general meeting of the Company (they may, however, offer themselves for re-election), and any Director appointed to fill any casual vacancy or as an addition to the then existing Board shall hold office until the next annual general meeting (he/she may, however, offer himself/herself for re-election). Furthermore, the Articles also provide that the shareholders of the Company may, at any general meeting convened and held in accordance with the Articles, by ordinary resolution remove a Director at any time before the expiration of his period of office notwithstanding anything in the Articles or in any agreement between the Company and such Director.
12. The Company shall be entitled (but not obliged) to terminate your appointment as an independent non-executive Director by not less than 1 month's prior notice in writing (or by payment in lieu of notice) given at any time. Furthermore, under the provisions of the Articles and/or the GEM Listing Rules, the Company shall be entitled to terminate your office without prior notice. Such circumstances arise, inter alia, if you shall become bankrupt or have made any arrangement or composition with your creditors generally, or have been convicted of a criminal offence or if you shall cease to be considered independent by the Stock Exchange for the purposes of the GEM Listing Rules, or the Stock Exchange shall become of the view that you do not have the character, experience and integrity to fulfil your role effectively or are unable to demonstrate a standard of competence commensurate with your position as a director of a listed company on the Stock Exchange.
13. You are entitled to resign as an independent non-executive Director of the Company at any time by giving the Company not less than 1 month's prior notice in writing and shall comply with the Articles and other applicable provisions of the GEM Listing Rules, Companies Ordinance and Companies Law in respect of your resignation. In so doing, you shall simultaneously tender resignation from all your offices (including, without limitation, membership of the Audit Committee, Nomination Committee and any other committees of the Board) and positions (as the case may be) in the Company and its subsidiaries, associates and affiliated companies as required by the Company.

14. You shall be permitted to participate in the share option schemes of the Company subject at all times to the requirements and/or restrictions of the GEM Listing Rules.

15. You hereby represent and warrant to the Company that:-

- (a) you, and to the best of your knowledge, information and belief, your immediate family members (as defined in the GEM Listing Rules) do not hold more than 1% of the number of issued shares of the Company or at all;
- (b) you, and to the best of your knowledge, information and belief, your immediate family members have not received any interests in any securities of the Company as a gift or otherwise, or by means of other financial assistance, from a core connected person (as defined in the GEM Listing Rules) (a "**core connected person**") of the Company or the Company itself;
- (c) you, and to the best of your knowledge, information and belief, your immediate family members are not a director, partner or principal of any professional adviser which currently provides or has within two years immediately prior to the date of your appointment provided services, nor are you or were you, or to the best knowledge, information and belief, are or were your immediate family members an employee of such professional adviser who is or has been involved in providing such services during the same period, to (i) the Company, its holding company or any of their respective subsidiaries or core connected persons, or (ii) any person who was a controlling shareholder of the Company, or where there was no controlling shareholder, any person who was the chief executive or a Director (other than an independent non-executive Director) of the Company within two years immediately prior to the date of your appointment, or any of their close associates (as defined in the GEM Listing Rules);
- (d) you, and to the best of your knowledge, information and belief, your immediate family members, do not currently, or within one year immediately prior to the date of your appointment, have or had any material interest in any principal business activity of and are not and were not involved in any material business dealings with the Company, its holding company or their respective subsidiaries or with any core connected persons of the Company;
- (e) you are not on the board of directors of any company specifically to protect the interest of an entity whose interests may not be the same as those of the shareholders of the Company as a whole;
- (f) you, and to the best of your knowledge, information and belief, your immediate family members are not and were not connected with any Director, the chief executive

or any substantial shareholder of the Company within two years immediately prior to the date of your appointment;

- (g) you, and to the best of your knowledge, information and belief, your immediate family members are not and have not at any time during the two (2) years immediately prior to the date of your appointment been, an executive or Director (other than an independent non-executive Director) of the Company, of its holding company or of any of their respective subsidiaries or of any core connected persons of the Company;
- (h) you, and to the best of your knowledge, information and belief, your immediate family members are not financially dependent on the Company, its holding company or any of their respective subsidiaries or of any core connected persons of the Company;
- (i) you do not have any past or present financial or other interest in the business of the Company, its holding company or any of their respective subsidiaries or have any connection with any core connected person of the Company; and
- (j) there are no other factors which are relevant in assessing your independence as a Director under rule 5.09 of the GEM Listing Rules.

16. You hereby undertake to the Company;-

- (a) to inform the Company and the Stock Exchange as soon as practicable if there is any subsequent change of circumstances which includes, but without limitation to, any of the circumstances set forth in paragraph 15, which may affect your independence in relation to your appointment as an independent non-executive Director; and
- (b) to provide an annual confirmation of your independence to the Company.

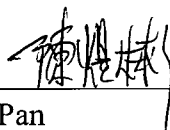
17. You undertake to keep confidential all documents and information provided by the Company to you in the course of your duties as a Director.

18. Save as otherwise provided herein, both parties under this Agreement do not intend any term of this Agreement to be enforceable pursuant to the Contract (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (the "CRTPO") and agree that this Agreement shall be excluded from the application of CRTPO.

19. This letter of appointment is governed by Hong Kong law. This letter replaces and supersedes all previous contracts, whether written or oral, between you and the Company.

If you are in agreement with the terms set out above, please sign below and return the duplicate of this letter to us for our records.

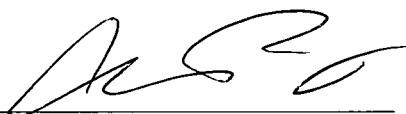
Yours faithfully,  
For and on behalf of  
**Best Linking Group Holdings Limited**  
永聯豐集團控股有限公司



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Chan Yuk Pan  
Director

I, Tam Ho Ting, agree to the above terms of appointment as an independent non-executive Director of Best Linking Group Holdings Limited 永聯豐集團控股有限公司.



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Tam Ho Ting  
Date: 21 October 2019