

Dated the 17th day of July, 2021

HNA TECHNOLOGY INVESTMENTS HOLDINGS LIMITED

and

**JIANG Hao**

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**SERVICE AGREEMENT**

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**THIS SERVICE AGREEMENT** is made the 17<sup>th</sup> day of July, 2021.

**BETWEEN :-**

- (1) **HNA Technology Investments Holdings Limited**, a company incorporated in the Cayman Islands whose registered office is at the offices of P.O. Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands with its head office and principal place of business in Units 4108-4110, 41st Floor, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Hong Kong (the "Company"); and
- (2) **JIANG Hao**, holder of passport No. G39901021 of the People's Republic of China (the "Director").

**BY WHICH IT IS AGREED as follows :-**

**1. Purpose and Interpretation**

- (A) This Agreement sets out the terms and conditions upon and subject to which the Company agrees to employ the Director and the Director agrees to serve the Company as an executive director by providing the Company with the services hereinafter described.
- (B) In this Agreement, unless the context otherwise requires :-
  - (1) the following words and expressions bear the following meanings :-

"Appointment"	the appointment of the Director as an executive director of the Company as effected by Clause 2;
"Associate"	"associate" within the meaning under the Listing Rules;
Board"	the board of directors for the time being of the Company or the directors present at any meeting of the board of directors for the time being of the Company duly convened and held;
"Business"	the business carried on from time to time by the Group or

any of the companies within the Group;

"Confidential Information"

all information, know-how, trade secrets and records (in whatever form held) relating to any aspect of the Business, whether of a technical nature or otherwise, including (without limitation) all formulae, process, devices, designs, inventions, techniques, specifications, drawings, data, manuals and instructions, lists of customers and suppliers, business plans and forecasts, marketing plans, research and development activities, technical or other expertise and computer programmes, software, source codes, mask works, accounting and tax records and other financial data, correspondence, orders and enquiries;

"Hong Kong"

the Hong Kong Special Administrative Region of the PRC;

"Group"

the Company, its subsidiaries and associated companies from time to time;

"Listing Rules"

the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time);

"PRC"

the People's Republic of China and, for the purpose of this Agreement, does not include Hong Kong, the Macau Special Administration Region of the People's Republic of China and Taiwan; and

"\$"

Hong Kong dollars or cents, the lawful currency of Hong Kong.

- (2) Words and phrases defined in Section 2 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) shall, where the context so admits, be construed as having the same meaning in this Agreement.
- (3) References to Clauses, sub-Clauses and Schedules are references to the clauses and sub-clauses of and schedules to this Agreement respectively.
- (4) Words importing gender or the neuter include both genders and the neuter.
- (5) Words importing persons include individuals, firms, companies, corporations and unincorporated bodies of persons.
- (6) Words importing the singular include the plural and vice versa.

- (7) The headings in this Agreement are for convenience only and do not affect the interpretation hereof.

## **2. Appointment and Duties**

The Company shall employ the Director and the Director shall serve the Company as an executive director subject to and upon the terms hereinafter set out.

## **3. Director's Basic Obligation and Representation**

- 3.1 The Director hereby undertakes with the Company during the duration of this Agreement to use his best endeavours to carry out his duties hereunder and to protect and promote the interests of the Group.
- 3.2 The Director represents and warrants that he is fully capable of and not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits his from entering into this Agreement and to perform all obligations and duties hereunder.

## **4. Duration of the Appointment**

Subject to Clause 7, the Appointment shall be for an initial term of two (2) years commencing from 17 July 2021 (the "Commencement Date") to 16 July 2023, and shall continue thereafter unless and until terminated in accordance with this Agreement.

## **5. Director's Services**

- (A) Without prejudice to the generality of Clause 3, the Director shall during the Appointment, without limitation :
- (1) unless prevented by ill health, injury or accident or incapacitated or engaged in businesses or offices in which the Director is permitted to engage under Clause 8, devote his time and attention and skill to the discharge of duties of his office as an executive director of the Company and, where relevant, as a director of such other members of the Group in which the Director holds the office of a director;
  - (2) faithfully and diligently perform such duties and exercise such powers as are consistent with his office in relation to the Company and/or the Group according to the best of his skill and ability;
  - (3) in the discharge of such duties and in the exercise of such powers observe and comply with the articles of association of the Company and the relevant constitutional documents of the members of the Group (as may be amended from time to time) and all reasonable and lawful

- resolutions, regulations and directions from time to time made or given by the Board;
- (4) 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 provided the same are consistent with his office, including to act as and to perform such duties of the business development manager of the Subsidiary, unless and until otherwise resolved by the Board;
  - (5) at all times keep the Board promptly and fully informed (in writing if so requested) in connection with the performance of such powers and duties;
  - (6) perform the duties and exercise the powers which the Board may from time to time assign to him in his capacity as an executive director of the Company and such other offices in any member of the Group which he has taken up or in connection with the Businesses subject to such resolutions, regulations, instructions or directions as the scope of his duties or authority or manner or carrying out the same as may be made or given by the Board from time to time;
  - (7) use his best endeavours and exercise the best of his skills and ability to promote, manage and develop the business, welfare and activities of the Company and the Group;
  - (8) perform and exercise his duties and powers under this Agreement in any place in Hong Kong or any other part of the world as the Board may request or determine from time to time or as the interests, needs, business and opportunities of the Company or any member of the Group will require or make advisable;
  - (9) comply with (i) every rule of law applicable to any member of the Group whether in Hong Kong or any other part of the world; (ii) the Listing Rules (including but not limited to the Corporate Governance Code as set out in Appendix 14 of the Listing Rules); (iii) every regulation of the Company from time to time in force (including but not limited to the memorandum and articles of association of the Company); (iv) the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong); and (v) other relevant laws and regulations of Hong Kong or elsewhere (including but not limited to the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs); and any other codes, practices, regulations and guidelines issued by the Company, all as amended from time to time;
  - (10) act in accordance with his powers and obligations as an executive director of the Company and use his best endeavours to cause the Company to comply with all applicable laws and regulations, including the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the rules of any other stock exchange market or dealing

system on which the securities of the Company or any other member of the Group is traded and all other relevant securities regulations applicable to the Company from time to time; and

## 6. Remuneration and Reimbursement

- (A) Subject to Clause 7(D), the Director shall receive during the continuance of the Appointment :-
- (1) a monthly salary of HK\$ NIL such salary to accrue on a day to day basis payable in arrears on the last day of each calendar month provided that if the Appointment is terminated prior to the end of a calendar month, the Director shall only be entitled to a proportionate part of such salary in respect of the period of service during the relevant month up to the date of termination;
  - (2) the annual salary of the Director shall be as determined by the Board. It is hereby agreed that the Director shall abstain from voting in respect of any resolution of the Board regarding the adjustment of his salary;
  - (3) an annual discretionary management bonus by reference to the consolidated net profits after taxation and minority interests but before extraordinary items as shown in the Group's audited consolidated accounts for the relevant financial year provided that the aggregate amount of management bonuses payable to all executive Directors in respect of any financial year of the Company shall not exceed 10% of the consolidated net profits after taxation and minority interests but before extraordinary items as shown in the Group's audited consolidated accounts for the relevant financial year. The management bonus, if any, shall be payable at such time as the Board shall determine. Subject to the above, payment (if any) of management bonus and the amount payable to the Director shall be at the absolute discretion of the Board and shall be decided by a majority in number of the members of the Board provided that the Director shall abstain from voting and shall not be counted in the quorum in respect of the resolution regarding the amount so payable to himself; and
- (B) The Director shall continue to receive his salary during any period(s) of absence on medical grounds up to a maximum of 12 weeks in any period of 12 months or such longer period as is required under the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) Provided that the Director shall if required supply the Company with medical certificates covering the period of absence. The Director shall not receive any salary after the period as aforesaid until he resumes his duty.

- (C) Payment of such salary and management bonus (if any) referred to in Clause 6(A) above to the Director can be made by the Company and/or by another company in the Group and if by more than one company in such proportions as the Board may from time to time determine.
- (D) The Director shall be reimbursed all reasonable out-of-pocket expenses (including expenses of entertainment, subsistence and travelling) reasonably incurred by his on the Group's business, which expenses shall be evidenced in such manner as the Board may require.
- (E) Except as specifically provided herein, the Director shall not be entitled to receive any remuneration (be it director's fees or otherwise) in respect of any services provided by his hereunder or any compensation or fees whatsoever from any member of the Group or be reimbursed in respect of any expenses incurred by his in the discharge of his duties hereunder.

## **7. Termination of the appointment**

- (A) Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement :-
  - (1) the Director shall be entitled to terminate the Appointment by 3 months' notice in writing to the Company if any money due and payable by the Company to the Director under or pursuant to this Agreement is in arrears by 3 months and is not paid in full by the Company to the Director within a period of 30 days from any written demand by the Director for the payment thereof;
  - (2) the Company shall be entitled to terminate the Appointment without any compensation to the Director :-
    - (a) by notice in writing given at any time taking immediate effect if the Director shall have been incapacitated or prevented by reason of ill health, injury or accident from performing his duties hereunder for a period of or periods aggregating 12 weeks in the preceding 12 months Provided that if at any time during the currency of a notice given pursuant to this sub-paragraph the Director shall provide a medical certificate satisfactory to the Board to the effect that he has fully recovered his physical and/or mental health and that no recurrence of illness or incapacity can reasonably be anticipated, the Company shall withdraw such notice; or
    - (b) by summary notice in writing if the Director at any time :-

- (i) commits 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 30 days after written warning given by the Board); or
- (ii) is guilty of any grave misconduct or wilful default or 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 30 days after written warning given by the Board); or
- (iii) becomes bankrupt or have a bankruptcy order made against his or suspend payment of his debts or compound with or make any arrangement or composition with his creditors generally; or
- (iv) becomes a lunatic or of unsound mind or become a patient for any purpose of any statute relating to mental health; or
- (v) is absent himself from the meetings of the Board during a continuous period of 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 provided that the Director shall not be deemed as absent from any meeting of the Board if the Director shall take holiday under Clause 10; or
- (vi) resigns as a director of the Company or any other member of the Group (otherwise than at the request of the Company or in accordance with the constitution of the relevant company); or
- (vii) becomes prohibited by the Listing Rules or any applicable law, regulations or the requirements of The Stock Exchange of Hong Kong Limited, the Securities and Futures Commission or other competent authority from acting as a director or from fulfilling his duties hereunder; or
- (viii) is guilty of conduct tending to bring himself or any company in the Group into disrepute; or
- (ix) is guilty of conduct (in the reasonable opinion of the Board) likely to bring himself or any member of the



Group into disrupt or from fulfilling his duties hereunder;

- (x) persistently refuses to carry out any reasonable or lawful order given to him in the course of his employment or persistently fail to attend diligently to his duties under this Agreement (to the extent that such refusal or failure is capable of remedy shall fail to remedy the same within 30 days after written warning given by the Board); or
  - (xi) is convicted of any criminal offence (other than an offence which in the reasonable opinion of the Board does not affect his position as a director of the Company) or be identified as an insider dealer under any statutory enactment or regulations relating to insider in force from time to time; or
  - (xii) improperly divulges to any unauthorized person any confidential information or any other business secret or details of the organization, business or clientele of the Group; or
  - (xiii) no longer serves as an executive director of the Company for any other reason.
- (3) Either the Company or the Director may by giving to the other not less than 3 months prior notice in writing to terminate this Agreement or this Agreement may be terminated by either the Company or the Director by giving less than 3 months prior notice with mutual agreement.
- (B) If the Company is for any reason not entitled to terminate this Agreement forthwith in accordance with Clause 7(A)(2)(b), it may, at any time after the occurrence of any of the events specified in Clause 7(A)(2)(b), by giving to the Director seven days' notice (or payment of salary in lieu of such notice or the unexpired part of such period, as the case may be), terminate this Agreement. It is also agreed that should any of the events specified in Clause 7(A)(2)(b) occur and the Company elects to terminate this Agreement, the "agreed period" for the purposes of section 6(2)(c) of the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) is seven days.
- (C) If the Company becomes entitled pursuant to Clause 7(A)(2)(b) above to terminate the Appointment, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Director without payment of salary in full or in part for so long as it may think fit.

- (D) If the Director shall cease to be a director of the Company (otherwise than pursuant to the provisions of the articles of association of the Company relating to the retirement of directors by rotation, provided that the Director is re-elected at the annual general meeting of the Company at which he retires) his appointment hereunder shall thereby automatically terminate but if such cessation shall be caused by any act or omission of either party without the consent concurrence or complicity of the other then such act or omission shall be deemed a breach of this agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.
- (E) If the Director shall have refused or failed to agree to accept without reasonable grounds an appointment offered to his, on terms no less favourable to his than the terms in effect under this Agreement, by a person or company which has either acquired or agreed to acquire the whole or substantially the whole of the undertaking and assets of the Company or which shall own or has agreed to acquire the whole or not less than 90 per cent of the issued share capital of the Company, the Director shall have no claim against the Company by reason of the subsequent voluntary winding up of any company in the Group or of the disclaimer or termination of this Agreement by the Company within 2 months after such refusal or failure to agree.
- (F) On the termination of the Appointment howsoever arising the Director shall :-
- (1) at any time and from time to time thereafter at the request of the Company resign from office as a director of the Company and all offices held by his in any company in the Group and shall transfer without payment to the Company or as the Company may direct any qualifying shares provided by it or any shares held by the Director as nominee for the Company or any company in the Group and the Director hereby irrevocably appoints the Company to be his attorney and in his name and on his behalf to sign and execute any documents or do any things necessary or requisite to give effect thereto and a certificate in writing signed by any director or by the secretary of the Company for the time being 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 however 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 Director may have against any such company or which any such company may have against the Director arising out of this Agreement or of the termination of the Appointment;
  - (2) forthwith deliver to the Company all books, documents, papers, materials, credit cards (if any) and other property of or relating to the business of the Group which may then be in his possession or under his

power or control; and

- (3) not at any time thereafter represent himself to be connected with the Group.
- (G) Save as expressly provided herein, neither party may terminate this Agreement.
- (H) Notwithstanding any provision in this Agreement, the provisions of Clauses 8, 9, 11 to 20 shall continue to apply notwithstanding the termination of this Agreement.

## 8. Restrictions on the Director

- (A) The Director hereby covenants with and undertakes to the Company except where approved by the Board that during the Appointment the Director shall not, and shall procure that none of his Associates, either alone or jointly or as manager, agent, representative, consultant, partner or employee for or of any person shall, be directly or indirectly engaged in or concerned with or interested in any business which is in any respect in competition with or similar to the Business, provided that this shall not prohibit the holding (directly or through nominees) of investments listed on any stock exchange as long as not more than 5 per cent of the issued shares or stock of any class of any one company shall be so held save that this restriction shall not apply to any holding of shares or stock of the Company.
- (B) The Director hereby covenants with and undertakes to the Company that the Director shall not, and shall procure that none of his Associates either, alone or jointly or as manager, agent, representative, consultant, partner or employee for or of any person shall, either during or after the termination of the Appointment without limit in point of time except where authorised by the Board or necessary to carry out his duties :-
  - (1) divulge or communicate any Confidential Information to any person except to those of the officials of the Group or to the Company's holding company(ies) or fellow subsidiaries whose province is to know the same; or
  - (2) use or cause, permit or suffer to be used any Confidential Information for his own purpose or for any purpose other than that of the Group; or
  - (3) through any failure to exercise all due care and diligence cause any unauthorised disclosure of any Confidential Information, including without limitation those:-
    - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or any of its joint

venture or strategic partners or its clients or customers; or

- (b) relating to the working of any process or invention which is carried on or used by any company in the Group or which he may discover or make during the Appointment; or
- (c) in respect of which any company within the Group is bound by an obligation of confidence to any third party but so that these restrictions shall cease to apply to any information or knowledge which may (otherwise than through the default of the Director) become available to the public generally without requiring a significant expenditure of labour, skill or money.

(C) In addition and without prejudice to Clause 8(A), the Director hereby covenants with and undertakes to the Company except where approved by the Board that, subject to the exception provided under Clause 8(A), for a period of one year after the expiry or the termination of the Appointment, the Director shall not, and shall procure that none of his Associates will, either alone or jointly or as manager, agent, representative, consultant, partner or employee for or of any person directly or indirectly :-

- (1) engage or be engaged in Hong Kong or elsewhere in which any member of the Group operates or has operated any part of the Business from time to time, whether directly or indirectly, in any business which is in competition with or similar to the Business;
- (2) take up employment with any person, firm, company or organisation engaged in Hong Kong or elsewhere in which any member of the Group operates or has operated any part of the Business from time to time, whether directly or indirectly (but this restriction shall not operate so as to prohibit an employment, none of the duties of which relate to the Business) or assist any such person, firm, company or organisation with technical, commercial or professional advice in relation to the Business;
- (3) solicit or entice or endeavor to solicit or entice away from any company within the Group any director, manager or employee of any company in the Group whether or not such person would commit any breach of his contract of employment by reason of leaving the service of the relevant company in the Group;
- (4) employ any person who has at any time during the currency of the Appointment been a director, manager or employee of or consultant to any company in the Group and who by reason of such employment is or may be likely to be in possession of such information which if that person was the Director would be covered by the confidentiality restrictions of this Clause 8; and

- (5) solicit or endeavor to solicit business from any person, firm, company or organisation which at any time during the currency of the Appointment has dealt with the Company or any other company in the Group or which on the termination of the Appointment is in the process of negotiating with the Company or any such company in the Group in relation to the Business.
- (D) For a period of one year after the expiry or the termination of the Appointment, except where approved by the Board, the Director shall not, and shall procure that none of his Associates will, either alone or jointly or as manager, agent, representative, consultant, partner or employee for any person, directly or indirectly, in Hong Kong or any other part of the world use the name or trading style of any member of the Group or represent himself or themselves as carrying on or continuing or being connected with any member of the Group or the Business for any purpose whatsoever.
- (E) The Director shall not at any time make any untrue or misleading statement in relation to the Group.
- (F) Since the Director may obtain in the course of the Appointment by reason of services rendered for or offices held in any other company in the Group knowledge of Confidential Information such as trade secrets of such company the Director hereby agrees that he will at the request and cost of the Company or such other company enter into a direct agreement or undertaking with such company whereby he will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interests.
- (G) All documents, price lists, accounts, statistics, correspondence, notes, memoranda, records and writings made by the Director in relation to the Business or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and shall remain the property of the Group and shall be handed over by the Director to the Company (or to such other company in the Group as the case may require) from time to time on demand and in any event upon his leaving the service of the Company and the Director shall not retain any copy thereof.
- (H) The covenants in each paragraph of sub-Clause (C) are independent of each other and are not to be construed restrictively by reference to one another.
- (I) While the restrictions contained in this Clause are considered by the parties to be reasonable in all the circumstances it is recognised that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it

is hereby agreed and declared that if any such restrictions shall be adjudged to be unenforceable as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or the Group or for any other reason whatsoever, but would be adjudged to be enforceable if part of the wording thereof were deleted or the periods (if any) thereof were reduced or limited in a particular manner, the said restriction shall apply with such modifications as may be necessary to make it valid and enforceable.

- (J) The Director shall comply with (a) every rule of law applicable to any member of the Group whether in Hong Kong, the Cayman Islands or elsewhere and (b) the Listing Rules (c) every regulation of the Company for the time being in force, in relation to dealings in shares or other securities of the Company or any other member of the Group, and in relation to unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group Provided always that the Director 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 and in relation to the discharge of his functions and duties as a director of the Company.

#### **9. Inventions and other industrial or intellectual property**

- (A) The parties foresee that the Director may make inventions or create other industrial or intellectual property in the course of his duties hereunder and agree that in this respect the Director has a special responsibility to further the interests of the Group.
- (B) Any invention or improvement or design made or process or information discovered or copyright work or trade mark or trade name or get-up relating to the Business created by the Director during the continuance of the Appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of his Appointment) in conjunction with or in any way affecting or relating to the Business or capable of being used or adapted for use therein or in connection therewith shall (unless such invention or improvement or design was made or process or information discovered or copyright work or trade name or get-up were in existence prior to the commencement of a similar business by any company in the Group) forthwith be disclosed to the Company and shall belong to and be the absolute property of such company in the Group as the Company may direct.
- (C) The Director shall subject to Clause 9(B) above, if and whenever required so to do by the Company at the expense of a company in the Group apply or join with such company in applying for letters patent or other protection or registration for any such invention improvement design process information work trade

mark trade name or get-up relating to the Business as aforesaid which belongs to such company and shall at the expense of such company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all right title and interest to and in the same in such company absolutely and as sole beneficial owner or in such other person as the Company may specify.

- (D) The Director hereby irrevocably appoints the Company to be his attorney in his name and on his behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Company the full benefit of this Clause and a certificate in writing signed by any director or by the secretary for the time being of 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.

#### **10. Waiver**

- (A) Time is of the essence of this Agreement but no failure or delay on the part of either party to exercise any power, right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy by that party.
- (B) The remedies provided herein are cumulative and are not exclusive of any remedies provided by law.

#### **11. Former service agreements**

- (A) This Agreement shall be in substitution for and supersedes all and any previous service agreements entered into between any company in the Group and the Director and for any terms of employment previously in force between any such company and the Director, whether or not on a legal or formal basis which shall be deemed to have been cancelled with effect from the date of commencement of the term of the Appointment provided that the years of service the Director had with Advanced Card Systems Limited, the subsidiary of the Company, as at the date of such termination shall be recognised and counted towards the Director's years of service with the Company.
- (B) The Director 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 for the purpose of entering into this Agreement.

## **12. Notices**

All notices, requests, demands, consents or other communications to or upon the parties under or pursuant to this Agreement shall be in writing addressed to the relevant party, in the case of the Company, at its principal place of business in Hong Kong from time to time or at its facsimile number : (852) 2796 1286, or, in the case of the Director, at his address first above written (or at such other address or telex or facsimile numbers as such party may hereafter specify to the other party) and shall be deemed to have been duly given or made :-

- (1) in the case of a communication by letter, 7 days (if overseas) or 48 hours (if local) after despatch or, if such letter is delivered by hand, on the day of delivery; or
- (2) in the case of a communication by telex or facsimile, when sent provided that the transmission is confirmed by the answer back of the recipient (in the case of telex) or by a transmission report (in the case of facsimile).

## **13. Remedies**

Without prejudice to any other rights or remedies which may be available to the Company, the Director acknowledges that damages would not be an adequate remedy for any breach of his obligations under Clause 8 and, accordingly, the Company shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such obligations by the Director and that no proof of special damages shall be necessary for the enforcement of the Company's right hereunder.

## **14. Assignability**

This Agreement shall be binding upon and enure to the benefit of each party hereto and its successors and assigns and personal representatives (as the case may be), provided always that the Director may not assign his obligations and liabilities under this Agreement without the prior written consent of the Company.

## **15. Relationship**

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



**16. Amendment**

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

**17. Severability**

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

**18. Third parties rights**

- (1) A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the “**Ordinance**”) to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Ordinance.
- (2) Notwithstanding any provision to the contrary in this Agreement, the consent of any person who is not a party to this Agreement is not required for any amendment to, or variation, release, rescission or termination of this Agreement.

**19. Law and Jurisdiction**

This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.

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

SIGNED by )  
for and on behalf of )  
**HNA TECHNOLOGY INVESTMENTS** )  
**HOLDINGS LIMITED** )  
in the presence of :- )

  


SIGNED, SEALED and DELIVERED by )  
**JIANG Hao** in the presence of :- )

