

Dated 14 November 2023

**SHENGHUI CLEANNESS GROUP HOLDINGS LIMITED**  
升輝清潔集團控股有限公司

and

**CHEN LIMING**  
陳黎明

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**SERVICE AGREEMENT**  
for  
**Executive Director**

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**HASTINGS & CO.**  
Solicitors & Notaries  
5<sup>th</sup> Floor, Gloucester Tower  
The Landmark, 11 Pedder Street  
Central, Hong Kong

**THIS AGREEMENT** is made on the 14<sup>th</sup> day of November 2023.

**BETWEEN:-**

- (1) **SHENGHUI CLEANESS GROUP HOLDINGS LIMITED** (升輝清潔集團控股有限公司) a company incorporated in the Cayman Islands, and having its registered office at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-11011, Cayman Islands and its principal place of business at 3/F, Office Block, 36 Xinguang Road, Xinzao Town, Panyu District, Guangzhou, PRC (the “**Company**”); and
- (1) **CHEN LIMING** (陳黎明) (holder of PRC Identity Card no. 430421197009216795) of Room 601, 2 Junlan First Street, Xingnan Avenue, Nancun Town, Panyu District, Guangzhou, PRC (the “**Director**”).

**NOW IT IS HEREBY AGREED** as follows:-

## **1. DEFINITION AND INTERPRETATION**

- 1.1. In this Agreement, unless the context otherwise requires the following words and expressions shall have the following meanings:-

<b>“Appointment”</b>	means the employment of the Director as an executive director of the Company pursuant to Clause 2;
<b>“Associate(s)”</b>	shall have the meaning ascribed thereto in the Listing Rules;
<b>“Board”</b>	means the board of directors for the time being of the Company or the directors present at any meeting of the Board duly convened and held and includes a duly authorised committee thereof;
<b>“Business”</b>	means the business carried on from time to time by the Group or by any of the companies within the Group;
<b>“Commencement Date”</b>	means the day of commencement of trading of the shares of the Company on the Main Board of the Stock Exchange, or such other date as agreed by the parties hereto;
<b>“Confidential Information”</b>	all information, know-how and records (in whatever form held) including (without prejudice to the generality of the foregoing) all formulae, designs, specifications, drawings, data, manuals and instructions and all customer lists, sales information, business plans and forecasts and all technical or other expertise and all computer software

and all financial accounting and tax records, correspondence, orders and enquiries that are confidential or not generally known in any way in connection with the Group;

<b>“Group”</b>	the Company and its subsidiaries from time to time;
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong.
<b>“Hong Kong”</b>	the Hong Kong Special Administration Region of the People’s Republic of China;
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange in force from time to time;
<b>“Main Board”</b>	the Main Board of the Stock Exchange;
<b>“Stock Exchange”</b>	the Stock Exchange of Hong Kong Limited; and
<b>“Takeovers Code”</b>	the Hong Kong Codes on Takeovers and Mergers and Share Repurchases in force from time to time.

- 1.2. Reference to Clauses, are references to clauses of this Agreement.
- 1.3. In this Agreement, words importing the singular include the plural and vice versa, words importing one gender include every gender and references to a person include any public body and body corporate, unincorporated associations and partnership (whether or not having separate legal personality).
- 1.4. The headings to the Clauses of this Agreement are for convenience only and shall not affect the construction in this Agreement.
- 1.5. In this Agreement (save as otherwise expressly stated herein), references, express or implied, to any statutes or statutory provision or any rule or regulation (whether or not having the force of law) shall be construed as references to the same as respectively amended, varied, modified, consolidated or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutory provision and reference to sections of consolidating legislation shall, wherever necessary or appropriate in the context, be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared.

## **2. APPOINTMENT**

- 2.1. The Company shall employ the Director and the Director shall serve the Company as an executive director upon the terms and conditions hereinafter appearing and subject to the articles of association of the Company (including,

without limitation, the rotation requirements), the Listing Rules and/or other applicable laws and regulations.

- 2.2. By acceptance of the Appointment and signing of this Agreement, the Director agrees and acknowledges that the Director only enters into this Agreement as a contract for service on his own account and not as an employee (as that term is defined in the Employment Ordinance (Chapter 57 of the Laws of Hong Kong)). The Director is recommended to seek professional advice on whether the amount of any remuneration payable to the Director as director of the Company is subject to Hong Kong salaries tax, and if so, to include the details of such remuneration in his salaries tax return.

### **3. TERM**

- 3.1. The Appointment shall be deemed to have commenced on the Commencement Date, subject to the rotation as required under the articles of association of the Company, the Listing Rules and/or other applicable rules and Clause 6, for an initial term of three (3) years and shall continue thereafter unless and until terminated by either the Company or the Director giving to the other not less than three (3) months' notice in writing, provided that the Company may terminate this Agreement by giving to the Director not less than three (3) months' prior notice in writing at any time after the date of this Agreement or salary in lieu of any required period of notice to determine the same.
- 3.2. The Appointment shall terminate automatically in the event of the Director ceasing to be a director for whatever reason.
- 3.3. The Director represents and warrants that he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this Agreement or from performing his duties hereunder.

### **4. DIRECTOR'S DUTIES**

- 4.1. The Director hereby undertakes with the Company during the continuance of this Agreement to use his best endeavours to carry out his duties under this Agreement to protect, promote and act in the best interests of the Group.
- 4.2. Without prejudice to the generality of Clause 4.1, the Director shall during the Appointment under this Agreement:-
- (a) participate in formulating the corporate and business strategies of the Group;
  - (b) devote a sufficient amount of time and attention to the interest and affairs of the Company in the discharge of duties of his office as an executive director of the Company and, where relevant, as an officer of such other members of the Group as are necessary for the proper

and efficient administration, supervision, management and operation of the Business (subject to appropriate holidays and vacations as hereinafter provided);

- (c) 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;
- (d) in the discharge of such duties and in the exercise of such powers observe and comply with all reasonable and lawful resolutions, instructions, regulations and directions from time to time passed, made or given by the Board according to the best of his skills and ability;
- (e) in pursuance of his duties hereunder perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices (including other directorships) in the Group as the Board may from time to time reasonably require provided the same are consistent with his office;
- (f) 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 and provide such explanations as the Board may require in connection with the Business or affairs of the Group;
- (g) perform such other duties and exercise such other powers which the Board may from time to time properly assign to him in his capacity as an executive director of the Company or in connection with the Business subject to such resolutions, regulations or directions as to the scope of his duties or authority or manner of carrying out the same as may be made or given by the Board from time to time;
- (h) disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by the Director including all interests in the securities required to be disclosed by the Director under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and all interests in the business which may be competing with the business of the Group from time to time;
- (i) act in accordance with his powers and obligations as an executive director of the Company and use his best endeavours to comply with and to cause the Company to comply with (a) every rule or law applicable to any member of the Group, whether in Cayman Islands, Hong Kong or elsewhere; (b) the Listing Rules and Takeovers Code; (c) every regulation of the articles of association of the Company for the time being in force; (d) the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong); and (e) all other relevant securities regulations, rules, instructions, practice notes and guidelines as issued by the relevant regulatory authorities from time to time, which are binding on or applicable to the Group or the Director, including but not limited to the dealings in shares or other securities of

the Company or any other member of the Group, and insider information or unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group;

- (j) forthwith notify the Board upon occurrence of any circumstances which may render him unsuitable to act as an executive director of the Company; and
  - (k) 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 B of Appendix 5 to the Listing Rules (Declaration and undertaking with regard to directors).
- 4.3. Insofar as the relevant laws allow, the Director may be required to work at the principal place of business of the Company in Hong Kong or such other location in Hong Kong or elsewhere as the Board may from time to time direct and the Director shall also be required to travel and work outside Hong Kong as directed by the Board from time to time.
- 4.4. The Director shall carry out his duties and exercise his powers jointly with any other director or executive as may from time to time be appointed by the Board to act jointly with the Director and the Board may at any time require the Director to cease performing any of his duties or exercising any of the powers under this Agreement.
- 4.5. The Director shall comply where relevant with every rule of law, every regulation of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which she or her associates deals and including but not limited to the minimum standard of dealings as set out in Appendix 10 to the Listing Rules and every regulation of the Company and the memorandum and articles of association of the Company 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, provided always that in relation to overseas dealings, the Director shall also comply with all laws of the state and all regulations of the relevant stock exchange, market or dealing system in which such dealings take place.

## **5. REMUNERATION**

- 5.1. The Director shall receive during the continuance of the Appointment an annual salary of HK\$600,000 (exclusive of salary, commission, housing reimbursement and allowances) which shall accrue on a day to day basis payable by 12 equal monthly installments and 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. Such annual salary may be reviewed annually after each year of service during the

term of this Agreement at a rate to be determined by the remuneration committee of the Company (the “**Remuneration Committee**”). Salary of the Director shall be decided by the Remuneration Committee and approved by a majority in number of the members of the Board provided that the Director shall abstain from voting and not be counted in the quorum in respect of the resolution regarding the remuneration in relation to himself.

- 5.2. Payment of such salary referred to in Clause 5.1 above to the Director may 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 in its absolute discretion may from time to time think fit.
- 5.3. The Director may be entitled, if so recommended by the Remuneration Committee and approved by the Board at its absolute discretion, a discretionary bonus, the amount of which is determined with reference to the operating results of the Group and the performance of the Director.
- 5.4. The Director shall be reimbursed all reasonable out-of-pocket expenses (including expenses of entertainment, subsistence and travelling) reasonably incurred by him in the discharge of his duties as an executive director of the Company in connection with the Business which expenses shall be evidence in such manner as the Board may require.
- 5.5. The Company shall subscribe for, and maintain, the relevant insurance (which shall be selected at the absolute discretion of the Company) on director's liabilities throughout the Appointment.

## **6. TERMINATION**

- 6.1. Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement, the Company shall be entitled to terminate the Appointment without any compensation to the Director prior to the expiry of the term of the Appointment by notice in writing if the Director shall at any time:-
  - (a) commit any serious or persistent breach whether willful or not 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);
  - (b) be guilty of any act of dishonesty, grave misconduct or willful 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);
  - (c) become bankrupt or have a receiving order made against him or suspend payment of his debts or compound with or make any arrangement or composition with his creditors generally;

- (d) become a lunatic or of unsound mind or become a patient for any purpose of any statute relating to mental health;
- (e) become permanently incapacitated by illness or other like causes so as to prevent the Director from performing his duties and obligations hereunder;
- (f) become prohibited by law from acting as a director or, for so long as the Company is listed on the Stock Exchange, by any rules, regulations, practice directors, practice notes or guidance notes of the Stock Exchange from being a director of the Company or is guilty of any breach of any rules, regulations, practice directions, practice notes or guidance notes in force from time to time;
- (g) be guilty of conduct tending to bring himself or any company in the Group into disrepute;
- (h) be prohibited by law from fulfilling his duties hereunder;
- (i) be 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);
- (j) be convicted of any offence or be identified as an insider dealer under any statutory enactment or regulations relating to insider dealing in force from time to time;
- (k) refuse to carry out any reasonable or lawful order given to him by the Board in the course of his employment or fail diligently to attend to his duties hereunder; or
- (l) improperly divulge to any unauthorised person any Confidential Information or any other business secret or details of the organisation, business or clientele of the Group.

6.2. If the Company is for any reason not entitled to terminate the Appointment forthwith in accordance with Clause 6.1, it may at any time after the occurrence of any of the events specified in Clause 6.1, by giving the Director payment of salary in lieu of notice to terminate the Appointment.

6.3. If the Company becomes entitled pursuant to Clause 6.1 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 Appointment of the Director without payment of salary, in full or in part, to the extent permitted by law.

6.4. On the termination of the Appointment howsoever arising, the Director shall:-

- (a) at any time and from time to time thereafter at the request of the



Company forthwith resign from office as a director of the Company and all offices (including directorship) held by him in any company in the Group and shall without payment or compensation whatsoever payable by the Company transfer to the Company or as the Company may direct in respect of such shares in any company of the Group as are registered in the name of the Director as nominee holder 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;

- (b) forthwith deliver to the Company all books, records, correspondence, accounts, 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 all copies thereof or extracts therefrom made by or on behalf of the Director shall be and remain the property of the Group and shall forthwith be delivered up to the Company; and
- (c) not at any time thereafter represent himself to be connected with the Group.

- 6.5. The Appointment of the Director under this Agreement shall terminate automatically in the event of his ceasing to be a director of the Company for whatever reason whether by reason of his not being re-elected as a director of the Company at any general meeting at which he is to retire by rotation or otherwise or by virtue of a resolution passed by the members of the Company in general meeting to remove him as a director or otherwise.
- 6.6. Termination for whatever reason shall not relieve the parties of their obligations arising or accrued prior to the termination of the Appointment or of obligations which expressly or by necessary implication continue after termination of the Appointment.
- 6.7. No delay or forbearance by the Company in exercising any such right of termination shall constitute a waiver of that right.
- 6.8. Notwithstanding any provision in this Agreement, the provisions of Clauses 7, 8 and 12 shall continue to apply notwithstanding the termination of this Agreement.

## 7. RESTRICTIVE COVENANTS

- 7.1. During the Appointment, the Director shall not, and shall procure that none of his Associates 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 restriction shall not prohibit the holding (directly or through nominees or through companies controlled by the Director) 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 or act as an independent non-executive directors of a company.
- 7.2. The Director agrees and undertakes that during the continuance of this Agreement and for a period of one year after the expiry or the termination of the Appointment, the Director shall not, and shall procure that his Associates do not, without the prior written consent of the Company (such consent shall not be unreasonably withheld):-
- (a) engage or be engaged or concerned or interested in Hong Kong or other territories in which the Group operates (the “**Territories**”), whether directly or indirectly, in any business which is in competition with or similar to the Business from time to time (the “**Restricted Business**”);
  - (b) take up employment with any person, firm, company or organization engaged in the Territories whether directly or indirectly in any business involving or related to any of the Restricted Business (but this restriction shall not operate so as to prohibit an employment where none of the duties of which relate to the Restricted Business) or assist any such person, firm, company or organisation with technical or commercial advice in relation to the Restricted Business;
  - (c) engage in or concerned with or interested in as principal shareholder, employee, agent or otherwise whether directly or indirectly in any company firm or business which as regards any services is a supplier to or a customer of the Company or any other company in the Group;
  - (d) either on his own account or for any person, firm, company or organization solicit or entice or endeavour to solicit or entice away from any company within the Group any director, manager or employee of any company in the Group or any person who was such director, manager or employee during the preceding six months from the expiry or the termination of the Appointment 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;
  - (e) either on his own account or for any person, firm, company or organization directly or indirectly employ any person who has during the term of his employment hereunder been a director, manager, 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 any secret, confidential or private information relating to the Group's business or the business of the customers of the Group; and

- (f) either on his own account or for any person, firm, company or organization solicit, engage, employ or entice or endeavour to solicit, engage, employ or entice business from any person, firm, company or organization which at any time during the continuance 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,

PROVIDED THAT these restrictions shall not prohibit the holding (directly or through nominees or through companies controlled by the Director) of investments listed on any stock exchange as long as not more than 5% of the issued shares or stock of any class of any one company shall be so held or the Director's being appointed as an independent non-executive director of a company.

- 7.3. While the restrictions contained in this Clause 7 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, either together or individually, shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or for any other reason whatsoever but would be valid if part of the wording thereof were deleted or the periods (if any) thereof were reduced the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

## **8. CONFIDENTIALITY**

- 8.1. The Director shall not (except in the proper course of his duties), and shall procure that none of his Associates shall, either during or after the termination of the Appointment without limit in point of time except authorised or required by his duties:-

- (a) divulge or communicate to any person except to those of the officials of the Group whose province is to know the same in the proper course of their duties; or
- (b) use, take away, conceal or destroy for his own purpose or for any purpose other than that of the Group or for the advantage of any person other than the Group or to the detriment of the Group; or
- (c) through any failure to exercise all due care and diligence cause any unauthorised disclosure of,

any Confidential Information (including without limitation), relating to the

dealings, organisation, business, finance, transactions or any other affairs of the Group or its suppliers, agents, distributors, clients or customers; or in respect of which any company within the Group is bound by an obligation of confidence to any third party, but so that these restriction shall cease to apply to any information or knowledge which may (otherwise than through the default of the Director or his Associates) become available to the public generally or otherwise required by law or any applicable rules or regulations or under an order of a court of competent jurisdiction, the Stock Exchange or the Securities and Futures Commission of Hong Kong to be disclosed.

- 8.2. 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 the trade secrets or other Confidential Information of such company, the Director hereby agrees that he will at the request and cost of the Company or such other company in the Group 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 interest.
- 8.3. All documents, 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 of 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 him to the Company (or to such other company in the Group as the case may require) from time to time on demand of the Company and in any event upon his leaving the service of the Company and the Director shall not retain any copy thereof.
- 8.4. The covenants in each paragraph of Clause 8.1 are independent of each other and are not to be construed restrictively by reference to one another.

## **9. INVENTIONS AND OTHER INDUSTRIAL AND INTELLECTUAL PROPERTY**

- 9.1. The parties foresee that the Director may make inventions or create other industrial or intellectual property in the course of performance of his duties hereunder and agree that in this respect the Director has a special responsibility to further the interests of the Group.
- 9.2. Any concept, idea, invention or improvement or design made or process or information discovered or copyright work or trade mark or trade name or get-up (“**Intellectual Property**”) relating to the Business created by the Director or communicated to the Director by any other employee of the Company or any member of the Group during the continuance of this Appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of this 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 belong to and be the absolute property of such company in the Group as the Company may direct and shall forthwith be disclosed in writing to the Company. The Director hereby assigns the same to the Company free of charge by way of present and future assignment to hold the same onto the Company or such company in the Group as the Company may direct absolutely throughout the world.

- 9.3. The Director shall subject to Clause 9.1 above, if and whenever required so to do by the Company at the expense of any relevant company in the Group as part of his duties hereunder apply or join with such company in applying for, obtaining and/or renewing letters patent or other protection or registration for any such Intellectual Property in such countries as the Company may direct 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 and such company or person shall not be liable to the Director for any revenue or profit derived or resulting from such Intellectual Property.
- 9.4. The Director hereby irrevocably appoints the Company to be his attorney in his name and on his behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Company the full benefit of this Clause 9 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. HOLIDAYS**

The Director shall (in addition to normal statutory holidays and sick leave) be entitled to 14 working days paid holidays after serving a period of 12 months in accordance with the laws of Hong Kong in each year during the continuance of the Appointment to be taken at such time or times as the Board may approve.

## **11. WAIVER**

- 11.1. Time is of the essence in 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.
- 11.2. The rights, power or remedies provided herein are cumulative and are not exclusive of any remedies provided by law.

## **12. FORMER SERVICE AGREEMENTS**

- 12.1. This Agreement constitutes the entire agreement between the parties hereto in relation to the subject matter hereof and shall be in substitution for and supersedes all and any previous service agreements entered into between any company in the Group and the Director. Any terms of employment previously in force between any such company in the Group and the Director, whether or not on a legal or formal basis, shall be deemed to have been cancelled or terminated with effect from the Commencement Date.
- 12.2. 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, arrangements or undertakings for the purpose of entering into this Agreement.

### **13. PERSONAL DATA**

- 13.1. The Director's personal data may be used, held and/or stored (by whatever means) for (i) promotion and marketing of the Group, (ii) making disclosure required by laws, rules and regulations, codes of conduct or practice direction; (iii) facilitating task distribution within the Group; (iv) compiling statistical information and employee profiles; (v) all matters connected with the Appointment, including payroll, administration, benefit, entitlements and other career related matters; and (vi) any incidental purposes relating to the above, and any other purpose which the Director may from time to time agree.
- 13.2. Data held by the Company relating to the Director will generally be kept confidential but the Company may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Company may disclose, obtain, and/or transfer (whether within or outside Hong Kong) the Director's personal data to, from or with (i) any regulatory or government bodies; (ii) any member of the Group or 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 disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.
- 13.3. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) may provide the Director with rights to ascertain whether the Company holds his personal data, and to correct any data that is inaccurate, subject to section 53 of such Ordinance in relation to employment-related personal data.

### **14. NOTICES**

- 14.1. All notices, requests, demands, consents or other communications to or upon the parties under or pursuant to this Agreement shall be in writing and sent to the relevant party at such party's address or facsimile number set out herein

(or at such other address or facsimile number as such party may hereafter specify to the other party) and shall be deemed to have been duly given or made:-

- (a) in the case of a communication by letter 5 business days (if overseas) or 2 business days (if local) after dispatch or, if such letter is delivered by hand, on the day of delivery; or
- (b) in the case of a communication by facsimile, when sent provided that the transmission is confirmed by a transmission report.

**15. ASSIGNMENT**

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.

**16. RELATIONSHIP**

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

**17. 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.

**18. SEVERABILITY**

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

**19. ACKNOWLEDGEMENT**

The Director hereby acknowledges that Messrs. Hastings & Co only acts for the Company in connection with this Agreement and the Director has been duly advised to seek independent legal advice and to obtain separate legal representation.

**20. 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.



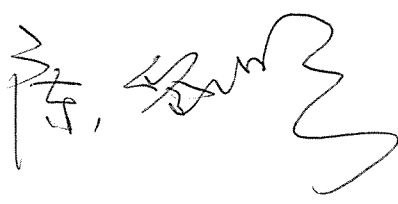
IN WITNESS whereof this Agreement has been executed the day and year first above written.


SIGNED by LI CHENGHUA (李承華) )  
for and on behalf of )  
SHENGHUI CLEANNESS GROUP )  
HOLDINGS LIMITED )  
(升輝清潔集團控股有限公司) )  
in the presence of:- )

For and on behalf of  
Shenghui Cleanness Group Holdings Limited  
升輝清潔集團控股有限公司  
.....  
Authorised Signature(s)

  
HO MAN WAI  
SOLICITOR  
HONG KONG SAR  
HASTINGS & CO.

SIGNED, SEALED and DELIVERED )  
by CHEN LIMING (陳黎明) )  
in the presence of:- )



  
HO MAN WAI  
SOLICITOR  
HONG KONG SAR  
HASTINGS & CO.