

THIS SERVICE AGREEMENT (the “**Agreement**”) is made on the 1<sup>st</sup> day of April 2021

BETWEEN

- (1) **Giordano Management Services Limited**, a company incorporated in Hong Kong with limited liability, the registered office of which is situate at Block B, 4<sup>th</sup> Floor, Tin On Industrial Building, 777-779 Cheung Sha Wan Road, Kowloon, Hong Kong (the “**Company**”)

AND

- (2) **Mark Alan Loynd**, holder of Hong Kong Identity Card No. K853738(0), whose place of residence is at 9A, 42 Nassau Street, Mei Foo Sun Chuen, Lai Chi Kok, Kowloon, Hong Kong (the “**Appointee**”)

The Company and the Appointee shall hereinafter be collectively referred to as the “**Parties**” and each individually as a “**Party**”.

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**

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

“ <b>Associated Company</b> ”	has the meaning given to it by the Hong Kong Accounting Standards issued by the Hong Kong Institute of Certified Public Accountants and entitled “ <i>Hong Kong Accounting Standard on Investments in Associates</i> ”;
“ <b>Board</b> ”	means the Board of Directors for the time being of the Company (including any committee of the Board duly appointed by it);
“ <b>Capacity</b> ”	as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity;
“ <b>Chairman</b> ”	means the Chairman of the Company;
“ <b>Chief Executive</b> ”	means the Chief Executive Officer of the Company;
“ <b>Effective Date</b> ”	1 <sup>st</sup> April 2021;
“ <b>Employment Benefits</b> ”	shall have the meaning defined in <u>Clause 9</u> ;
“ <b>Group</b> ”	means the Company and its direct or indirect subsidiaries from time-to-time (the term “ <b>Subsidiary</b> ” shall have the meaning given to it in section 2 of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong)) and any Associated Company;

<b>“Group Company”</b>	means any of (i) the Company; (ii) the companies which are for the time being controlled directly or indirectly by the Company; and (iii) the Associated Companies for the time being of any of the above companies and <b>“Group Companies”</b> shall be construed accordingly;
<b>“HR”</b>	means the Company’s Human Resources Department;
<b>“HK\$” or “HKD”</b>	means Hong Kong dollars, the lawful currency of Hong Kong;
<b>“Incapacity”</b>	means any sickness, injury or other medical disorder or condition which prevents the Appointee from carrying out his duties;
<b>“Listing Rules”</b>	means the Rules Governing the Listing of Securities of The Stock Exchange of Hong Kong Limited (as amended from time-to-time);
<b>“Main Board”</b>	means the main board of the stock market operated by the Stock Exchange of Hong Kong Limited, as defined in the Listing Rules;
<b>“Position”</b>	has the meaning given to it in <u>Clause 2</u> ;
<b>“PRC”</b>	means the People’s Republic of China and, for the purposes of this Agreement, shall exclude Hong Kong;
<b>“Restricted Businesses”</b>	means any business or activity carried on by (i) any Group Company in which the Appointee shall have been directly concerned at any time; or (ii) any business of retailing and/or distributing of apparel and other associated garment or accessory products that tend to compete or may compete with the business of any Group Company;
<b>“Share Option Scheme”</b>	means the employee share option scheme as may, from time-to-time, be implemented by the Company;
<b>“Staff Handbook”</b>	the Company’s staff handbook as amended from time-to-time; and
<b>“Total Aggregate Remuneration”</b>	as defined in <u>Clause 7</u> .

- 1.2 References herein to Clauses, sub-clauses and Schedules are to clauses and sub-clauses of, and schedules to this Agreement.
- 1.3 References to “**persons**” include bodies corporate or unincorporated, and references to a “**company**” shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 References to any statute or statutory provision shall include any statute or statutory provision which amends, replaces or re-enacts, or has amended, replaced or re-enacted, it and *vice versa*, and shall include any statutory instrument, order, regulation or other subordinate legislation made thereunder.
- 1.5 Words importing the singular include the plural and *vice versa*, and words importing one gender include every gender.
- 1.6 The headings are inserted for convenience only and shall not affect its construction.

## 2. **APPOINTMENT**

The Company shall employ the Appointee as General Counsel, named Company Secretary, Head of International Collaborations and Group Human Resources Director of the Company (the “**Position**”) on the terms and subject to the conditions set out herein.

## 3. **TERM**

- 3.1 The appointment of the Appointee commences on the Effective Date and shall be for a term of three (3) years (the “**Term**”).
- 3.2 For the avoidance of doubt, the Appointee’s employment with the Company began on 9<sup>th</sup> September 2013 and he is deemed to have been continuously employed by the Company since that date.

## 4. **DUTIES**

- 4.1 During the Term, the Appointee shall:
  - (i) act in the best interests of the Company at all times and in good faith and honesty, and shall faithfully, conscientiously and diligently exercise such powers and perform such duties commensurate with the Position and seniority as may from time-to-time be assigned to or vested in him by the Board; and
  - (ii) promote and protect the interests and success of the Company to the best of his ability.
- 4.2 In particular, the Appointee shall be responsible for the day-to-day management and operations of the Company as detailed in the Appendix 1, which shall, without limitation, include:
  - (i) providing entrepreneurial leadership of the Company within a framework of prudent and effective controls which enables risk to be assessed and managed;
  - (ii) general supervision and development of the business of the Company

and the rest of the Group Companies; and

- (iii) attending the Board meetings, general meetings of the Company and meetings of any Board committees of which the Appointee is a member.

4.3 In discharging such duties and responsibilities and exercising such powers, the Appointee shall:

- (i) at all times conform to the reasonable and lawful directions of the Chairman, Chief Executive and the Board; and
- (ii) promptly inform, and (whenever required to do so) give a full account to, the Chairman, Chief Executive and the Board (in writing if so requested) of his conduct of business or affairs of the Company and the Group Companies.

4.4 The Appointee shall comply with the following (as amended from time-to-time):

- (i) the articles of association of any Group Company of which he is a director;
- (ii) all requirements or regulations of all regulatory authorities relevant to any Group Company, including the Listing Rules;
- (iii) any statutory, regulatory and fiduciary or common-law duties to any Group Company of which he is a director (e.g. duty of skill, care and diligence);
- (iv) the Staff Handbook, a copy of which is available from the HR (to the extent that there is any conflict between the terms of this Agreement and the Staff Handbook, this Agreement shall prevail); and
- (v) the code of conducts, rules, policies and procedures of the Company.

4.5 Unless prevented by Incapacity, the Appointee shall take an active interest in the Company's affairs and devote the whole of his time, attention and abilities to the business of the Company and any Group Company of which he is an officer. He shall also devote sufficient time to develop and refresh his knowledge and skills.

4.6 The Appointee shall avoid a conflict of interest between his personal interests and his duties to the Company and other Group Companies, including not accepting a benefit from a third party and declaring an interest (direct or indirect) in a proposed transaction or arrangement with the Company and/or any other Group Companies.

4.7 The Appointee understands that, in the event that the Appointee is also a director of the Board or is deemed to be an Officer of the Company or is subsequently appointed as a director to the Board Company (subject to the appointment and election requirement of the Listing Rules and the articles of association of the Company), he shall be subject to further and continuing duties and obligations. The Appointee, therefore, acknowledges and agrees that:

- (i) the continuing duties and obligations of the directors of a public company in Hong Kong (including the Company) are derived from

Hong Kong laws, the laws of the Company's jurisdiction of incorporation (if it is not a Hong Kong company) and non-statutory regulations and contract, including the following:

- (a) applicable Hong Kong legislation, including the Companies Ordinance and the Securities and Futures Ordinance of Hong Kong (the "SFO");
  - (b) the Listing Rules; including the Corporate Governance Code contained therein (the "Code") and the Model Code for Securities Transactions by Directors of Listed Companies contained therein;
  - (c) the Code on Takeovers and Mergers and the Code on Share Buy-backs (the "Takeovers Code");
  - (d) the Declaration and Undertaking (Form B of Appendix 5 to the Main Board Listing Rules); and
  - (e) the Guide on Directors' Duties issued by the Companies Registry.
- (ii) the Listing Rules require directors, both collectively and individually, to fulfill fiduciary duties and duties of skill, care and diligence to a standard at least commensurate with the standard established by Hong Kong law (Listing Rule 3.08). According to the Listing Rule 3.08, this means that every director must, in the performance of his duties as a director:
- (a) act honestly and in good faith in the interests of the company as a whole;
  - (b) act for a proper purpose;
  - (c) be answerable to the listed issuer for the application or misapplication of its assets;
  - (d) avoid actual and potential conflicts of interest and duty;
  - (e) disclose fully and fairly his interests in contracts with the listed issuer; and
  - (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of his knowledge and experience and holding his office within the listed issuer.
- (iii) the Main Board Listing Rule 3.08 also requires directors to take an active interest in the issuer's affairs, obtain a general understanding of its business and follow up anything untoward that comes to his attention. Delegating these functions is permissible, but does not absolve directors from his responsibilities or from applying the required skill, care and diligence.

## 5. PLACE OF WORK

- 5.1 The Appointee's normal place of work is the principal business address of the Company in Hong Kong or such other place within Hong Kong which the Company may reasonably require for the proper performance and exercise of

his duties.

- 5.2 The Appointee acknowledges that he is required, and agrees, to travel extensively outside Hong Kong on the Group Companies' business as may be required for the proper performance of his duties under this Agreement.

## 6. **HOURS OF WORK**

The Appointee shall devote such time as necessary towards the discharge of his duties while at all times referring to the Company's normal working hours of 9:00 a.m. to 5:00 p.m. on Mondays to Fridays and such additional hours as are necessary for the proper performance of his duties.

## 7. **REMUNERATION**

The total aggregate remuneration payable or to be provided by the Company in respect of the retention of the Appointee's service during the continuance of the Term shall be as follows:

### 7.1 **Basic Salary:**

- (i) HK\$180,402 per month, inclusive of overtime work and any statutory vacation pay to which the Appointee may be entitled, which shall accrue from day-to-day and be payable in arrears on or before the last working day of each month; and
- (ii) This Basic Salary shall be reviewed by the Chief Executive/Chairman/Board annually prior to the Company's first Remuneration Committee meeting in each financial year. For the avoidance of doubt, the Basic Salary shall in any event be increased based on the prevailing rate of inflation in Hong Kong.

### 7.2 **Profit Share Entitlement**

The Company currently operates a two-tier profit share incentive scheme; namely, the Management Profit Share Programme (the "**Management Programme**"), which is based primarily on key performance indices, and the Executive Profit Share Programme (the "**Executive Programme**"), which is based primarily on the performance of the Company.

In addition to the Basic Salary, the Appointee shall benefit from the profit share under the Executive Programme (the "**Profit Share**"), better described below:

- (i) Each Executive Programme shall operate for 3 years (the "**Programme Term**"). Profit Share entitlements, if any, shall be payable annually during the Programme Term;
- (ii) The Executive Programme Profit Share shall consist of two payments; namely, the '*Performance-Related Pay - EBIT Target*' (the "**Performance Pay**"), and '*Profit-Related Pay*' (the "**Profit Pay**");
- (iii) The Performance Pay shall be calculated based on the degree of achievement of a target set by the Board at the beginning of each year during the Programme Term. There will be a range of payments which takes into account underachievement, achievement and overachievement of the target. Performance below any set range will result in no Performance Pay while overachievement may be capped at

a certain level (in number of months equivalent of Basic Salary) if the target is met, to be determined by the RC on the advice of the CEO/Chairmen . For the avoidance of doubt, the said target shall be re-set for each year during the Programme Term; and

- (iv) The Profit Pay shall be calculated as 0.5% of the Company's profit above the base of HK\$500 million (as set by the Chief Executive) and payable annually during the Programme Term. For the avoidance of doubt, the said base shall not be adjusted during the Programme Term.

**PROVIDED THAT:**

- (a) During the Term, the appointee shall only be entitled to Performance Pay and/or Profit Pay of a given financial year (if any) subject to the completion of a full year's service (exclusive of any notice period referred to in Clause 14 below). In this connection, there shall be no *pro-rata* entitlement/payment of Performance Pay and/or Profit Pay where the Appointee does not complete a full year's service;
- (b) the payment of any Profit Share shall be determined by the Chief Executive and/or the Chairman subject to approval by the Remuneration Committee of the Company, at their discretion; and
- (c) the Appointee shall not be entitled to any discretionary bonus.

**8. REIMBURSEMENT**

- 8.1 The Company shall reimburse the Appointee for all reasonable travel, entertainment and other expenses properly/reasonably incurred by the Appointee in the discharge of his duties upon production of satisfactory documentary evidence of payment.
- 8.2 The Appointee shall abide by the Company's policies on business expenses as communicated to him by the Company and/or the Chief Executive and/or Chairman from time-to-time including the annual budget for those expenses, if any.

**9. EMPLOYMENT BENEFITS**

- 9.1 The Appointee shall be entitled to participate in such medical and life insurance policies and provident fund scheme(s) of the Group as the relevant Company may in its absolute discretion determine from time-to-time.
- 9.2 The Appointee shall (in addition to normal public holidays) be entitled to twenty-four (24) working days paid holiday in each year during the continuance of his appointment. If the requirements or responsibilities of the appointment during any particular calendar year are such that the Appointee is not able to take all of such leave, any leave not so taken in that calendar year may be taken in the first quarter of the immediate subsequent calendar year during the Term or any renewed Term (as the case may be) of this Agreement but, if not so taken in such period of the following calendar year, then the untaken leave shall be forfeited. Notwithstanding anything herein, if this Agreement is not renewed or is otherwise terminated, then the Company shall pay the proportionate salary (calculated according to the Basic Salary amount mentioned in sub-clause 7.1(i)) in cash to the Appointee *in lieu* of any untaken leave from the immediate previous calendar year. The Appointee acknowledges that his holiday entitlement under this Clause 9.2 shall be the total and absolute number of days of holiday which he is entitled during the

Term.

- 9.3 The Appointee shall be entitled to participate in the Share Option Scheme upon the absolute discretion of the Board.
- 9.4 The Appointee agrees, acknowledges and confirms that the remuneration, benefits and reimbursements entitled hereunder may be paid to him/her by any Group Company and such remuneration, benefits and reimbursements shall be the total and absolute amount which he is entitled to receive in respect of the retention of his service.

## **10. SICKNESS**

- 10.1 Subject to the applicable laws and the Appointee's compliance with the Company's sickness absence procedures (as amended from time-to-time), the Company shall procure that there be paid the Appointee's Base Salary and other contractual benefits under this Agreement during any period of absence due to Incapacity for up to an aggregate of sixty (60) days in any 12-month period Provided That the Appointee shall supply the Company with medical certificates covering the periods of absence. Such payment shall be inclusive of any statutory sickness allowance or pay due in accordance with applicable legislation. The Appointee acknowledges that his sickness payment under this Clause 10.1 shall be the total and absolute amount which he is entitled.
- 10.2 Mandatory Provident Fund contributions will continue as normal while the Appointee is paid his Basic Salary at the full rate in accordance with Clause 10.1.

## **11. OUTSIDE INTERESTS**

- 11.1 Subject to Clause 11.2, during the Term the Appointee shall not, except as a representative of the Company or with the prior written approval of the Board, whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial interest in any Capacity in any other business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation).
- 11.2 Notwithstanding Clause 11.1:
- (i) the Appointee may hold an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange) where such company does not carry on a business similar to or competitive with any business for the time being carried on by any Group Company; and
  - (ii) the Appointee may engage in civic, charitable or religious activities and devote a reasonable amount of time to private investments and, subject to the Board's approval, serve on the boards of directors of other entities, provided none of those activities, investments and services conflict with or materially interfere with the Appointee's responsibilities to any Group Company or compete, directly or indirectly, with any Group Company.

## **12. CONFIDENTIALITY AND SHARE DEALINGS**

- 12.1 The Appointee shall comply with all laws applicable to the Company including, without prejudice to the generality of the foregoing, all laws and

regulations from time-to-time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company and/or any other regulatory body. In addition, the Appointee shall observe and use his best endeavors (subject to his powers of control) to procure that the Company observes the rules and regulations of The Stock Exchange of Hong Kong Limited and the Takeovers Code.

12.2 The Appointee shall not either during or after the termination of his appointment hereunder (without limit in point of time):

- (i) divulge or communicate to any person or persons, except to those of the employees or officers of the Company or any Group Company on a need-to-know basis in the proper course of his duties hereunder; or
- (ii) use, disclose and/or transfer for his own purposes or for any purposes other than for the benefit of the business of the Company and other Group Company; or
- (iii) through any failure to exercise all reasonable care and diligence cause any unauthorised disclosure of the contents of this Agreement and any secret, confidential or private information (including without limitation any trade secret):
  - (a) relating to the business affairs of the Company and the Group Companies; or
  - (b) relating to the working of any process or invention which is carried on or used by the Company or which he may discover or make during his appointment hereunder; or
  - (c) in respect of which the Company or any Group Company is bound by an obligation of confidence to any third party,

but so that these restrictions shall not apply to any information or knowledge which may (otherwise than through the default of the Appointee) become available to the public generally or which may be required to be disclosed by law or any applicable regulations.

12.3 All notes, memoranda, records and writings made by the Appointee relative to the business of the Company shall be and remain the property of the Company and shall be handed over by him/her to the Company (or to such other Group Company as the case may require) from time-to-time on demand and in any event upon his leaving the service of the Company.

12.4 The Appointee shall comply where relevant with every rule of law, every regulation of the Stock Exchange or other market on which he deals and every regulation and the bye-laws of the Company in force for the time being in relation to dealings in shares, debentures or other securities of the Group Companies and in relation to unpublished price sensitive information affecting the shares, debentures or other securities of any Group Company. Provided always that in relation to overseas dealings, the Appointee 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.

12.5 The Appointee hereby undertakes to indemnify the Company and/or other Group Companies against any losses, damages, costs and expenses incurred by the Company and/or other Group Companies for reasons of any breach of confidentiality obligations hereunder.

12.6 The Appointee acknowledges that in the course of the appointment, he will have access to above-mentioned confidential information. The Appointee has therefore agreed to accept the restrictions in this Clause 12 which he acknowledges are necessary to protect the goodwill and other legitimate business interests of the Company and other Group Companies.

### **13. INVENTIONS AND OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY**

13.1 Any invention or improvement or design made or process or information discovered or copyright work or trade mark or trade name or get-up created by the Appointee during the continuance of this Agreement (whether capable of being patented or registered or not and whether or not made or discovered in the course of his appointment hereunder) in conjunction with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.

13.2 The Appointee if and whenever required so to do by the Company or any Group Company shall at the expense of the Company or any Group Company apply or join with the Company or the respective Group Company in applying for letters patent or other protection or registration in any part of the world for any such invention improvement design process information work trade mark trade name or get-up as aforesaid and shall at the expense of the Company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all right title and interest to and in the same in the Company absolutely and as sole beneficial owner or in such other person as the Company may specify.

13.3 The Appointee 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 in favour of any third party a certificate in writing signed by any director or by the secretary of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.

13.4 The Appointee hereby irrevocably waives all moral rights under the Copyright Ordinance (Cap. 528) (and all similar rights in other jurisdictions) which he has or will have in any existing or future works referred to in this Clause 13.

### **14. TERMINATION**

14.1 During any probationary period (if applicable), and subject to Clause 14.2(iii), either Party may terminate this Agreement by giving not less than the following prior written notice of termination to the other Party or the payment *in lieu* of such notice (as defined below):

- (i) within the first month of service: without notice; or
- (ii) after the first month of service: 7 days prior written notice.

14.2 After any probationary period, the Company shall retain the services of the Appointee for the duration of the Term, unless:

- (i) the Company gives not less than one (1) month prior written notice of termination to the Appointee or the payment *in lieu* of such notice (as defined below); or
- (ii) the Appointee gives not less than one (1) month prior written notice of termination to the Company or the payment *in lieu* of such notice (as defined below); or
- (iii) by written notice of immediate termination by the Company without compensation if the Appointee shall have, in the Company's sole and absolute discretion:
  - (a) committed any serious breach or repeated or continued (after warning) any material breach of his obligations hereunder and, if such breach is capable of remedy, have failed to remedy the same within thirty (30) days after being required by the Chairman, Chief Executive or the Board in writing to do so;
  - (b) engaged in conduct tending to bring the Company into disrepute or shall be guilty or convicted of any serious misconduct or criminal offence (parking and similar specified offences are usually excluded);
  - (c) committed an act of bankruptcy or compounded with his creditors generally;
  - (d) prohibited by law from being a director;
  - (e) suffered from any mental or physical disability as certified by two (2) doctors registered in Hong Kong (or such other jurisdiction determined by the Board) that such disability will last for a period of one (1) year or more and will prevent the Appointee from proper and efficient performance of his duties under this Agreement or from displaying the level of competence generally expected from persons holding positions similar to the office; or
  - (f) defied, or failed to carry out the reasonable instructions and directions of the Chief Executive and/or the Chairman

(\*Note : "**payment *in lieu* of such notice**" shall be limited to the calculation based on the Appointee's last Basic Salary.)

14.3 On the expiry or termination of the Appointee's appointment hereunder (howsoever arising), the Appointee shall:

- (i) at any time or from time-to-time thereafter at the request of the Company resign from all offices held by him/her in any Group Company, and should he fail to do so the Company is hereby irrevocably authorised to appoint some persons in his name and on his behalf to sign and do any documents or things necessary or requisite to give effect thereto;
- (ii) transfer to the Company or as it may direct any shares or other securities held by him/her in the Company or any Group Company as a nominee or trustee for the Company or any Group Company and deliver to the Company the related certificates;

- (iii) forthwith deliver to the Company all books, documents, papers and information (on whatever media and wherever located) relating to the business or affairs of any Group Company or its business contacts, materials, any keys, credit cards and other property of any Group Company in good condition which is in his possession or under his control; and
- (iv) irretrievably delete any information relating to the business of any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the Company's premises.

## **15. NON-SOLICITATION AND RESTRICTIVE COVENANTS**

15.1 Subject to Clause 15.2, in order to protect the confidential information and business connections of the Company to which the Appointee has access as a result of the appointment, the Appointee covenants with the Company that during the Term and for a period of six (6) months thereafter :

- (i) he will not engage or be engaged, whether directly or indirectly, or be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Businesses;
- (ii) he will not take up employment with any person, firm, company or organisation engaged in Hong Kong, Taiwan, Singapore, the People's Republic of China or any other country/place where the Group Companies has material operations whether directly or indirectly in any of the Restricted Businesses (but this restriction shall not operate so as to prohibit an employment, none of the duties of which relates to any of the Restricted Businesses) nor assist any such person, firm, company or organisation with technical, commercial or professional advice in relation to the Restricted Businesses;
- (iii) he will not either on his own account or for any person, firm, company or organisation solicit or entice or endeavour to solicit or entice away from any Group Company any director, manager or servant of any Group Company whether or not such person would commit any breach of his agreement of employment by reason of leaving the service of the relevant Group Company;
- (iv) he will not directly or indirectly employ any person who has during the currency of the Appointee's service hereunder been a director, manager servant of or consultant to any Group Company and who by reason of such employment is or may be likely to be in possession of any confidential information or trade secrets relating to any Group Company's business or the business of the customers of any Group Company; and
- (v) he will not either on his own account or for any person, firm, company or organisation solicit business from any person, firm, company or organisation which at any time during the currency of his service hereunder has dealt with the Company or any other Group Company or which on the termination of his service is in the process of negotiating with the Company or any such Group Company in relation to the Restricted Businesses.

15.2 Each of paragraphs (i) to (v) of Clause 15.1 shall be deemed to constitute a separate agreement and shall be construed independently of the others.

- 15.3 At any time after the termination of the Appointee's service hereunder, the Appointee shall not represent himself/herself as connected with the Company in any Capacity, other than as a former employee, or use any registered business names or trading names associated with the Company.
- 15.4 The restrictions contained in this Clause 15 are considered reasonable by the Company and the Appointee. Each of the restrictions is intended to be separate and severable. If any of the restrictions shall be held to be void, but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

**16. NOTICES**

Any notice required to be given hereunder shall, in the case of notice to the Company, be deemed duly served if left at or sent by registered post to the registered office for the time being of the Company and, in the case of notice to the Appointee, if handed to him personally or left at or sent by registered post to his last known address. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the Party to be served and if served by post forty-eight (48) hours after posting.

**17. GOVERNING LAW & JURISDICTION**

This Agreement shall be governed by and construed in accordance with Hong Kong laws and the Parties hereto agree to submit to the exclusive jurisdiction of the Hong Kong courts.

**18. MISCELLANEOUS**

**18.1 Entire agreement / variation :**

This Agreement sets out the entire agreement and understanding between the Parties with respect to the subject matter of it, and supersedes any previous agreements, and no variation thereof shall be effective unless made in writing and signed by the duly authorized representative of all the Parties hereto.

**18.2 No waiver :**

- (i) No relaxation, delay, forbearance or indulgence by a Party in enforcing any of the terms of this Agreement shall prejudice, affect or restrict the Party's rights, nor shall waiver by the Party of any breach operate as a waiver of any subsequent continuing breach thereof.
- (ii) No waiver of any of the terms of this Agreement will be valid unless in writing and signed by or on behalf of a Party.

**18.3 No assignment or sub-contracting :**

None of the Parties may assign any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party.

**18.4 Severability :**

Any illegality, invalidity and unenforceability of any part of this Agreement shall not affect the legality, validity or enforceability of any other part of this Agreement.

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

SIGNED by **Peter Lau** )  
for and on behalf of the Company )  
in the presence of: )  
)



SIGNED, SEALED AND DELIVERED )  
by the Appointee )  
in the presence of: )  
)



## Appendix 1

### JOB DESCRIPTION OF GENERAL COUNSEL, COMPANY SECRETARY, HEAD OF INTERNATIONAL COLLABORATIONS & GROUP HUMAN RESOURCES DIRECTOR

#### **GENERAL DEFINITION**

The General Counsel and Company Secretary (the “GC”) provides legal protection and services to the Group, responsible for ensuring that the Company remains compliant to the applicable laws as well as the rules and regulations set by professional, regulatory bodies, and to oversee all legal aspects of the Company, including, but not limited to negotiations and documentation involving brand protection and intellectual property, licensing, employment, franchises, joint venture, partnerships, tenancy and other matters, conveyancing and tenancy, directly to the Chairman/Chief Executive (the “CEO”) and provides senior management with effective advice on company strategies and their implementation, manages the legal function, and obtains, instructs and oversees the work of outside counsel. The GC shall also act as the named company secretary of the Company and, together with the Chief Financial Officer (“CFO”), shall act as the liaison between the Company and the market regulators, including the Stock Exchange of Hong Kong and the Securities and Futures Commission.

The GC shall be involved in drafting, reviewing, summarizing and executing a wide variety of agreements for the Group, both domestically and internationally. In addition, the GC shall also provide legal representation for the benefit of the Group negotiations or depose witnesses if needed.

In his capacity as the Head of International Collaborations, the GC also assumes the role of fostering international collaboration projects between the Group Companies and third parties, including, but not limited to reputable brands, characters, institutions, designers and celebrities as well as other business partners for the purposes of advancing the brand position and business of the Company.

#### **PRINCIPAL ACCOUNTABILITIES:**

##### **Leadership role**

- Structure, manage and strengthen the Group’s internal legal functions and staff;
- Provide leadership and ensure efficient and effective management of staff and resources;
- Act with substantial discretion, balancing several goals at once with the idea to minimize costs/risks and minimize benefits/returns;
- Provide assistance with international collaborations, joint ventures, strategic partnership deals as well as mergers and acquisitions;
- Operate within budget and resources and uphold any code of conduct and internal guidelines; and
- Assumes other projects as delegated by the CFO.

##### **Legal Risk**

- Provide counsel and advice on a broad range of legal issues, including evaluating current and future business structures and legal entities, and advising on investment relations, corporate communications and human resources etc.;
- Provide legal protection and risk management advice to management, especially on contract management;
- Liaise with relevant departments to ensure whether legal risks have been identified and that appropriate courses of action have been taken;
- Advise on contract status, legal risks and business terms of various deals and participate in all decision-making processes;
- Review, draft, negotiate and execute contracts or other documentation where the Company had committed itself and assess legal implications that need to be brought to the senior management's attention;
- Provide continuing counsel and guidance on legal matters and information regarding risk management strategies;
- Provide and interpret legal information, conduct training on substantive legal topics;
- Keep abreast of legislative changes that may affect the Company and its affiliates; and
- Organize and maintain database of the Company's contracts and legal documents.

### **Policy Development**

- Participate in the definition and development of corporate policies, procedures and programs, and review/advise management on legal implications of internal policies and procedures; and
- Develop policies and procedures to ensure legal compliance.

### **Litigation Management**

- Oversee the selection, retention, management and evaluation of all external counsel;
- Handle complex legal matters including working with management in the creation of defense strategies and/or proactive strategies regarding major legal actions;
- Perform pre-litigation work to minimize risks and maximize legal rights;
- Judge the merits of major court cases filed against or on behalf of the Company, works with the appropriate executive(s) to define a strategic defense and approves settlements of disputes where warranted; and
- Review progress of outstanding litigation and liaise with and manage external lawyers.

## Regulatory Compliance

- Undertake the role of the Group's named Company Secretary, managing the company secretarial functions;
- Coordinate and attend board and committee meetings and arrange for minutes to be drafted;
- Serve as a liaison for Directors, officers, and shareholders, and advise on reporting requirements with respect to disclosable transactions, insider trading etc., if any;
- Complete continuous disclosure filings and ensure that the filings are made in a timely manner as required by the applicable securities legislation and stock exchange policies;
- Coordinate the annual general and special meetings of the Company, including the preparation of the information circular, scrutineer arrangements and preparation of minutes;
- Maintain corporate records and seals of the Company and its subsidiaries;
- Supervise stock transfers;
- Establish and manage procedures for sound corporate governance;
- Continuously monitor compliance with statutory obligations and advise management accordingly.

## Human Resources

- Human Resources is a centralized function within the Group; that is, the human resources staff of the Group's various markets report directly to the Group's Director of Human Resources and only report on a '*dotted-line*' basis to their respective regional General Managers. As such, together with the members of the Group's Human Resources Department, you shall manage human resources operations by recruiting, selecting, orienting, training, coaching, counseling and disciplining staff; planning, monitoring, appraising, and reviewing staff job contributions; and maintaining payroll;
- Develop human resources operations financial strategies by estimating, forecasting, and anticipating requirements, trends, and variances;
- Coordinate the Group's Fast-Track Management Training Scheme to groom new staff and the Talent Development and Retention Initiative to groom existing talent within the Group with a view to developing future leaders;
- Supports management by providing human resources advice, counsel, and decisions; analyzing information and applications.
- Guides management and employee actions by researching, developing, writing, and updating policies, procedures, methods, and guidelines; communicating and enforcing organization values.
- Complies with federal, state, and local legal requirements by studying existing and new legislation; anticipating legislation; enforcing adherence to requirements; advising management on needed actions.

- Updates job knowledge by participating in conferences and educational opportunities; reading professional publications; maintaining personal networks; participating in professional organizations;
- Enhances department and organization reputation by accepting ownership for accomplishing new and different requests; exploring opportunities to add value to job accomplishments; and
- Constantly monitor the operations of the Group's various markets and profit centres and proactively enquire and/or investigate whether there are potential human resources issues, including, but not limited to tardiness and punctuality, minimum wage issues, compliance with local employment legislation, excessive overtime, excessive leave accrual and disciplinary issues.

### **General Duties**

- Train the legal function and other staff to raise awareness, professional knowledge of financial management matters and enhance performance standards;
- Attend Board and Sub-Committee meetings;
- To act as the Course Coordinator of the Group's Fast-Track Management Development Programme; and
- Act in accordance with the reasonable instructions of the CEO and Chairman from time-to-time and any reasonable amendments made by them with respect to the foregoing.