

Dated the 4 December 2015

TALENT PROPERTY GROUP LIMITED  
("the Company")

and

Mak Yiu Tong  
("the Director")

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**SERVICE AGREEMENT**

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**SERVICE AGREEMENT** dated the                      of December 2015.

PARTIES

1. **TALENT PROPERTY GROUP LIMITED** whose registered office is situated at Clarendon House, Church Street, Hamilton HM 11 Bermuda and having its principal place of business in Hong Kong at A704, 3/F, Tower A, New Mandarin Plaza, No. 14 Science Museum Road, Tsim Sha Tsui, Hong Kong (“the Company”); and

2. **MAK YIU TONG 麥耀棠** (HKID card No.: D281024(8)) of Flat C, 23rd Floor, Tower 12, Tsuen King Garden, Tsuen Wan, New Territories, Hong Kong (“the Director”).

NOW IT IS HEREBY AGREED as follows :-

1. INTERPRETATION

In this Agreement, unless the context otherwise requires :-

1.1 The following words and expressions shall bear the meanings set opposite them:-

“Associated Companies”    those companies or entities, other than the Subsidiaries, in which the Company and/or any of the Subsidiaries together hold at least 20 per cent of the issued voting capital as a long term investment (or comparable rights or instruments in the case of a non-corporate issuer), and over whose financial and operating policy decisions the Company and/or any of the Subsidiaries exert significant influence;

“the Board”    the board of directors for the time being of the Company and includes any committee of the Board duly appointed;

“Companies Ordinance”    the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

“Confidential Information”    all information, know-how and records (in whatever form held) derived from the business carried on by the Group from time to time including (without prejudice as 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 accounting and tax records, correspondence, orders and enquiries that are confidential or not generally known;

“Group”  
the Company, the Subsidiaries and the Associated Companies;

“Incapacity”  
any illness or other like cause incapacitating the Director from attending his duties;

“Subsidiaries”  
has the meaning set out in Section 2 of the Companies Ordinance;

“Term”  
a term of two (2) years deemed to commence with effect from 4<sup>th</sup> December 2015 and expiring on 3<sup>rd</sup> December 2017.

1.2 References to statutory provisions shall be construed as including references to any statutory modification or re-enactment thereof (whether before or after the date hereof) for the time being in force and to any former statutory provision replaced (with or without modification) by the provision referred to and shall include all statutory instruments or orders from time to time made pursuant thereto.

1.3 Words and expressions defined in the Companies Ordinance shall bear the same meaning in this Agreement, unless the context otherwise requires.

1.4 Headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing one gender include the other and the neuter.

2. TERM OF SERVICE AGREEMENT

2.1 The Company hereby engages and the Director agrees to serve as an independent non-executive director of the Company, a member of each of the remuneration committee, audit committee and nomination committee of the Board and any role and duties as required by Listing Rules of The Stock Exchange of Hong Kong Limited from time to time for the Term but subject to any earlier termination as provided for in Clause 2.2.

2.2 Notwithstanding any provisions to the contrary herein :-

- (i) the Director is subject to retirement by rotation and re-election in accordance with the Company's Bye-laws. In the event that the Director is not re-elected, this Agreement shall terminate automatically without further notice;
- (ii) either the Company or the Director may at any time terminate this Agreement by giving not less than 1 month (or such shorter period as the Company and the Director may agree) prior notice in writing.

3. REMUNERATION, BONUS AND BENEFITS

3.1 The Director shall be entitled to receive an annual remuneration of HK\$228,000.00 (or a pro-rata amount thereof if the Director's length of service is shorter than one year at the time of earlier termination of this Agreement or the time of payment) and shall be payable in arrears of HK\$19,000.00 at the end of each month.

3.2 The Director shall not be entitled to any other payment or benefit other than that set out in Clause 3.1 unless otherwise agree in writing between the Company and the Director.

4. COMPLIANCE WITH RULES AND REGULATIONS

4.1 The Director shall comply with (a) every rule of law and (b) the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and (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 the discharge of his functions and duties as an independent non-executive director of the Company.

5. CONFIDENTIALITY

5.1 The Director is aware that in the course of his engagement under this Agreement he will have access to and be provided with information or knowledge in respect of the business, financing and other aspects of the Group all of which is or may be Confidential Information.

5.2 The Director shall not (except in the proper course of his duties) whether during or after the period of his engagement under this Agreement: -

(a) divulge or communicate to any person any Confidential Information except to those employees or officers of the Group whose province is to know the same; or

(b) use, take away, conceal or destroy any Confidential Information for his own use or 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 unauthorized disclosure of any Confidential Information including without limitation, information:-

(i) relating to the dealings, organization, business, finance, transactions, products or any other affairs of any of the companies in the Group or their suppliers, agents, distributors, clients or customers; or

(ii) relating to the working of any process or invention which is carried on or used by any company in the Group; or

(iii) in respect of which any company in 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 is (otherwise than through the default of the Director) available to the public generally or otherwise required by law or any applicable regulation or the rules of any regulatory authority to be disclosed.

## 6. TERMINATION

6.1 The engagement of the Director may be terminated by the Company without notice or payment in lieu of notice and despite any other term of the Agreement: -

(a) if the Director becomes disqualified from acting as an independent non-executive director under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time);

(b) if the Director is disqualified from acting as a director under the Bye-laws of the

Company (as may be amended from time to time);

- (c) if the Director becomes bankrupt or makes any composition or enters into any deed or arrangement with his creditors;
- (d) if the Director is convicted of a crime involving fraud or dishonesty;
- (e) if the Director is convicted of an offence or be identified as an insider dealer under any other present or future statutory enactment or regulations relating to insider dealing; or
- (f) on the death of the Director.

6.2 In the event of termination of this Agreement by the Company pursuant to Clause 6.1, the Director's right to any payment pursuant to Clauses 3.1 shall terminate as from the effective date of termination and shall accrue only up to such date.

6.3 No delay or forbearance by the Company in exercising such right of termination in Clause 6.1 shall constitute a waiver of that right.

#### 7. EFFECT OF TERMINATION

7.1 On the termination of this Agreement, howsoever arising, the Director shall resign as independent non-executive director of the Company and any role as stipulated in clause 2.1 without any claim for compensation for such loss of office(s) and, should he fail to do so, the Company is hereby irrevocably authorized to appoint any person, in his name and on his behalf, to sign and do any documents or things necessary or requisite to give effect thereto.

7.2 The expiration or termination of this Agreement for whatever reason shall be without prejudice to any pre-existing rights and obligations of the parties hereto and any provisions hereunder which specially refer to the rights and/or obligations of the parties hereto upon or after such expiration or termination.

#### 8. NO EMPLOYEE RELATIONSHIP

For the avoidance of doubt, the Director acknowledges that he is not an employee of the Company and nothing herein shall be construed as creating any relationship of employer and employee between the parties hereto.

9. NOTICE

Notice may be given by either party by letter addressed to the other party at (in the case of the Company) its principle place of business for the time being in Hong Kong and (in the case of the Director) his last known address and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted.

10. MISCELLANEOUS

10.1 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.

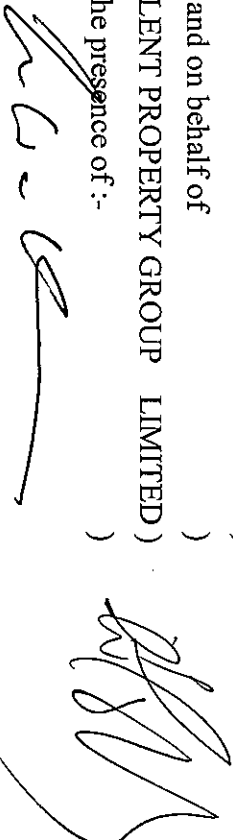
10.2 The parties to this Agreement submit to the non-exclusive jurisdiction of the courts of Hong Kong.

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

IN WITNESS this Agreement is signed on the date and year first above written.

SIGNED by )  
)

for and on behalf of )  
)  
TALENT PROPERTY GROUP LIMITED )  
in the presence of :- )



SIGNED SEALED and DELIVERED by )

Mak Yiu Tong in the presence of :- )

