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Dated: 7 January 2020

(1) TEM Holdings Limited

(2) Ng Ka Wai

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EXECUTIVE DIRECTOR'S SERVICE AGREEMENT

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# Contents

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Clause		Page
1	INTERPRETATION .....	1
2	APPOINTMENT AND TERM OF EMPLOYMENT .....	2
3	DUTIES .....	2
4	OUTSIDE INTERESTS .....	3
5	REMUNERATION .....	3
6	OTHER BENEFITS .....	3
7	CONFIDENTIALITY .....	4
8	RESTRICTIVE COVENANTS .....	4
9	SHARE DEALINGS .....	6
10	TERMINATION BY THE COMPANY .....	6
11	EFFECT OF TERMINATION .....	7
12	INDEMNITY .....	7
13	INVENTIONS AND OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY .....	7
14	FORMER SERVICE AGREEMENTS .....	8
15	EFFECT OF RECONSTRUCTION .....	8
16	GENERAL .....	8
17	NOTICES ETC .....	9
18	GOVERNING LAW AND JURISDICTION .....	9

## EXECUTIVE DIRECTOR'S SERVICE AGREEMENT

THIS AGREEMENT is dated 7 January 2020

BETWEEN

- (1) **TEM HOLDINGS LIMITED**, a company incorporated in the Cayman Islands and having its registered office at PO Box 1350, Clifton House, 75 Fort Street, Grand Cayman KY1-1108, Cayman Islands and its principal place of business at Suite 1706, Tower 1, China Hong Kong City, 33 Canton Road, Tsim Sha Tsui, Hong Kong (the "**Company**"); and
- (2) **Ng Ka Wai**, holder of Hong Kong Identity Card G084978(1) whose address is at Flat C, 45/F, Block 8, 1 Tong Tak Street, Tseung Kwan O Plaza, Tseung Kwan O, Kowloon, Hong Kong (the "**Executive Director**").

### RECITAL

The Company has agreed to employ the Executive Director, and the Executive Director has agreed to serve as an executive director of the Company, on the terms and conditions set out herein.

NOW IT IS AGREED as follows:-

### 1. INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meanings:-

"Articles"	the Articles of association adopted by the Company from time to time;
"Associate"	has, in respect of the Executive Director, the meaning given to it in the GEM Listing Rules;
"Board"	the board of directors of the Company from time to time;
"Commencement Date"	16 January 2020;
"Communication"	any notice, claim, demand, court process or other communication under this Agreement;
"Company Policy"	any rules, regulations, policies and procedures applicable to the Executive Director that are adopted by any member of the Group from time to time;
"Employment Year"	each calendar year of the Executive Director's appointment under this Agreement;
"GEM Listing Rules"	the Rules Governing the Listing of Securities on GEM of the Stock Exchange;
"Group"	the Company and its subsidiaries from time to time (as the same is defined in the Companies Ordinance, Chapter 622 of the laws of Hong Kong);
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China;
"month"	calendar month;
"PRC"	the People's Republic of China, which for the purposes of this Agreement excludes Hong Kong and the Macau Special Administrative Region
"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"Term"	the period from the Commencement Date to the Termination Date;

**"Termination"** termination of this Agreement howsoever arising;

**"Termination Date"** the date upon which Termination is effective; and

**"year"** calendar year.

- 1.2 References to Clauses are references to clauses or sub clauses of this Agreement.
- 1.3 Headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.4 Reference to any Ordinance, regulation or other statutory provision includes reference to such Ordinance, regulation or provision as, from time to time amended, modified supplemented or re enacted, and includes subsidiary legislation made thereunder.
- 1.5 Reference to any gender shall include each other gender and references to a singular number shall include the plural and vice versa.
- 1.6 Reference to persons shall include firms, unincorporated associations, companies, other corporations, institutions and trustees.
- 1.7 References to (or to any specific provision of) this Agreement or any other document shall be considered as references to this Agreement, that provision or that other document as amended, varied, modified or supplemented from time to time.
- 1.8 References to acts done, decisions taken and approvals and consents given by the Board shall mean such acts, decisions, approvals and consents which are approved by a simple majority of those members of the Board (or a duly authorised committee thereof) present and entitled to vote at a duly held meeting of the Board (or such committee).

## **2. APPOINTMENT AND TERM OF EMPLOYMENT**

- 2.1 The Company employs the Executive Director and the Executive Director accepts his/her employment to serve as an executive director of the Company on the terms of this Agreement and subject to the Articles.
- 2.2 The Executive Director's employment under this Agreement shall commence on 16 January 2020 for an initial period of three (3) years and shall thereafter continue on a month to month bases, provided that (i) the Company may terminate this Agreement at any time after the Commencement Date by giving the Executive Director not less than three (3) months' written notice or (ii) that the Executive Director may terminate this Agreement at any time after the Commencement Date by giving the Company not less than one (1) month's written notice.
- 2.3 The Executive Director represents and warrants that he/she is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him/her from entering into this Agreement or from performing his/her duties hereunder.

## **3. DUTIES**

- 3.1 During the Term, the Executive Director shall:-
  - 3.1.1 serve the Company in the capacity of executive director, with particular responsibility for the overall management, business direction and development strategies of our Group;
  - 3.1.2 unless prevented by ill health or engaged in businesses or offices in which the Executive Director is permitted to engage under Clause 4, devote his/her time and attention to his/her duties and the administration and management of the business of the Group and to use his/her best endeavours and efforts to promote, develop and extend the business of the Group in the interests and affairs of the Group;
  - 3.1.3 perform all such duties as shall be reasonably required by the Board in connection with the business of the Group (including performing duties as requested by the Board from time to time by serving on the board of such member of the Group or accepting such offices in the Group) and carry out all lawful and reasonable instructions of the Board according to the best of his/her skill and ability;
  - 3.1.4 report to the Board regularly and at any time at its request on all business of the Group for which the Executive Director is responsible;

- 3.1.5 ensure that he/she is fully aware of and comply with his/her legal obligations, and all his/her obligations under the Articles, the GEM Listing Rules and other relevant regulations and requirements, as a director of the Company;
- 3.1.6 perform such duties as are consistent with his/her offices in relation to the Company and the Group; and
- 3.1.7 comply with all Company Policy.

#### **4. OUTSIDE INTERESTS**

4.1 Subject to Clause 8.3 and save with the prior written consent of the Board, the Executive Director shall not during the Term:

- 4.1.1 become a director of one or more companies outside the Group; or
- 4.1.2 be concerned with or interested directly or indirectly in any businesses, trades or offices of a similar nature to or competitive with that carried on by the Group.

4.2 Any dispute regarding any matter provided for in Clause 4.1 shall be decided by the Board, whose decision shall be final and conclusive as between the parties. The Executive Director shall furnish to the Company with such information as the Board may require in connection with any such matter.

#### **5. REMUNERATION**

5.1 In consideration of the performance by the Executive Director of his/her duties under this Agreement, the Executive Director shall be entitled to an annual bonus of such amount (if any) as the Board may determine in its absolute discretion. The Executive Director's remuneration during the term of appointment hereunder shall be HK\$10,000 per annum commencing from the Commencement Date or a pro rate amount for any incomplete year payable in arrears on the first day of each financial year of the Company or upon termination of this appointment in arrears on the first day of each financial year of the Company or upon termination of this appointment.

5.2 For the avoidance of doubt, the Executive Director shall not receive any other remuneration by way of salary or otherwise for holding the office of Executive Director payable to him/her under the Articles and the articles of association of the any member of the Group of which he/she is from time to time a director or holds any office.

5.3 The Company shall reimburse the Executive Director for all reasonable expenses properly incurred and by the Executive Director in connection with the performance of his/her duties under this Agreement or in connection with his/her office, provided that he/she furnishes to the Company all appropriate receipts and vouchers as the Company may require in accordance with the Company Policy.

5.4 The Executive Director shall abstain from voting and shall not be counted in the quorum in respect of the resolution of the Board regarding any payment of bonus payable to him/her pursuant to Clause 5.1.

#### **6. OTHER BENEFITS**

6.1 The Executive Director will be entitled to participate in the Company's share option scheme (or other share option or incentive scheme for the time being) on such terms as may be determined by the Board from time to time,

6.2 The Executive Director shall be entitled to sick leave in accordance with the Company Policy.

6.3 In addition to public holidays in Hong Kong, the Executive Director shall be entitled to annual leave of 21 days for every complete Employment Year, which the Executive Director shall be entitled to take at such times as are mutually convenient to the Executive Director and the Company/in accordance with the Company Policy.

## 7. CONFIDENTIALITY

- 7.1 The Executive Director shall not at any time, whether during the Term or at any time thereafter, use, take away, conceal, destroy or retain for his/her own advantage or the advantage of any other person, or (save only to the extent as is required by relevant law, the requirements of the Stock Exchange or other regulatory requirements, or as is authorised by the Board in writing) divulge or communicate to or cause or enable any third party to become aware of or use any:-
- 7.1.1 financial, business or trading information or other confidential or personal information which the Executive Director may receive or obtain in relation to the business, finances, dealings or affairs of any member of the Group, including any Information regarding the projects or other technical data or the finances, contractual arrangements, employees or agents, clients or customers of any member of the Group;
  - 7.1.2 trade secrets (including trade knowledge) and confidential know-how of or relating to any member of the Group or any of its businesses; or
  - 7.1.3 information imparted to the Executive Director on the express basis that it is confidential (together with the above, collectively referred to as "**Confidential Information**")
- 7.2 Confidential Information does not include any Information or material which is in the public domain other than as a result of a breach by the Executive Director of Clause 7.1.
- 7.3 Since the Executive Director may obtain in the course of his/her employment 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 Executive Director hereby agrees that he/she will at the request and cost of the Company or such other company enter into a direct agreement or undertaking with such company whereby he/she will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interests.
- 7.4 All documents, records, correspondence, price lists, accounts, statistics, equipment or other property relating to the Confidential Information and the businesses or affairs of the Company or any other member of the Group kept in the possession or under the control of the Executive Director and all copies thereof or extracts there from (in whatever form they may be kept) made by or on behalf of the Executive Director are and shall remain the property of the Company or such other member of the Group (as the case may be) and shall be handed over by him/her to the Company from time to time on demand and in any event forthwith upon Termination, and the Executive Director shall not retain any copy thereof.

## 8. RESTRICTIVE COVENANTS

- 8.1 The Executive Director hereby covenants with and undertakes to the Company that he/she shall not, and that he/she will procure that none of his/her Associates will, either alone or jointly with or as manager, agent, representative, consultant, partner or employee for or of any person, directly or indirectly:-
- 8.1.1 at any time during the Term or within one (1) year from the Termination Date:
    - 8.1.1.1 engage, employ or solicit for employment by any person in any business any employee, former employee, agent or former agent of any member of the Group (save and except relatives of the Executive Director and former employees whose employment with the Group has been terminated for a period of not less than one (1) year prior to the Termination Date); or
    - 8.1.1.2 be interested in, or in any project or proposal for the acquisition or development of or investment in any business or asset which any member of the Group was during the Term considering to acquire or develop, or in which it was considering to invest, unless the said member of the Group shall have decided against such acquisition, development or investment or invited the Executive Director or his/her Associates in writing to participate in, or consented in writing to the Executive Director or his/her Associates' acquisition or development of or investment in, such business or asset; or

- 8.1.1.3 be engaged or interested in or concerned with any business in the Asia Pacific Region which is in any respect in competition with or similar to any business of any member of the Group as at the Termination Date or any time in the year prior thereto; or
- 8.1.1.4 endeavour to procure orders from, do business with or entice away from any member of the Group, any person who at any time during the year preceding the Termination Date was a customer, supplier or contractor of any members of the Group, provided that this sub-clause shall not apply to endeavours to procure orders not relating to, or do business not similar to, the business or businesses of the Group from time to time;
- 8.1.2 at any time after the Termination Date, in Hong Kong or any other part of the world use the name or trading style of any member of the Group or represent himself or themselves as carrying on any business of any member of the Group or continuing or being connected with any member of the Group or continuing or being connected with any member of the Group or its business for any purpose whatsoever.
- 8.2 The Company hereby covenants with and undertakes to the Executive Director that the members of the Group will not, after Termination, use the Executive Director's name or represent that the Executive Director is carrying on or continuing to be or being connected with the Group or its business in Hong Kong or elsewhere.
- 8.3 Nothing in Clauses 4.1 or 8.1 shall apply to:-
  - 8.3.1 the continuing involvement or any involvement by the Executive Director or any of his/her Associates in:
    - 8.3.1.1 any business in which he/she or any of his/her Associates are at the Commencement Date directly or indirectly interested which, prior to the Commencement Date, has been disclosed in writing to the Board; or
    - 8.3.1.2 any business in which he/she or any of his/her Associates have, whether before or after the Commencement Date, a direct or indirect interest or connection which has been disclosed in writing to and approved by the Board; or
  - 8.3.2 the direct or indirect holding of any securities listed on a stock exchange where the total voting rights exercisable at general meetings of the company concerned as represented by such holding do not exceed five (5) per cent. of the total voting rights attaching to the securities of the same class as that held by the Executive Director and/or his/her Associates; or
  - 8.3.3 the holding by the Executive Director or any of his/her Associates of any securities of any member of the Group
- 8.4 While the restrictions contained in Clause 8.1 are considered by the parties to be reasonable in all the circumstances, it is agreed that if any one or more of such restrictions shall either taken by itself or themselves together be adjudged to be unenforceable as going beyond what is reasonable in all the circumstances for the protection of the legitimate business interests of the Group, or for any other reason whatsoever, but would be adjudged to be enforceable if any particular restriction or restrictions were deleted, or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner, then the restrictions contained in Clause 8.1 shall apply with such deletion, restriction or limitation as the case may be.
- 8.5 Each of the paragraphs of Clause 8.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.

## 9. SHARE DEALINGS

- 9.1 The Executive Director shall comply where relevant with every rule of law, every rule and regulation of the Stock Exchange (in particular the Rules 5.46 to 5.67 for securities transactions by directors of the GEM Listing Rules or as adopted by the Company) or other market on which he/she deals and every regulation and the Articles in force for the time being in relation to dealings in shares, debentures or other securities of any company in the Group and in relation to unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group, provided always that, in relation to overseas dealings, the Executive Director shall also comply with all laws of the state and all regulations of the stock exchange, market or dealing system in which such dealings take place.

## 10. TERMINATION BY THE COMPANY

- 10.1 Notwithstanding the provisions contained in Clause 2.2, this Agreement may be terminated summarily with immediate effect without compensation by the Company by notice in writing (or, in the case of (h) and (i) only, with or without notice) if the Executive Director:
- 10.1.1 is prohibited or disqualified from acting as a director of the Company under any applicable law or is publicly censured or criticised by the Stock Exchange or the Securities and Futures Commission of Hong Kong and the Board is of the view that the retention of office by the Executive Director is prejudicial to the interests of the Group or Investors in the Company;
  - 10.1.2 is guilty of any gross misconduct or willful neglect of duty or commits any material breach of the terms of this Agreement (or, in the case of a breach which is capable of remedy, fails to remedy such breach to the satisfaction of the Board within fifteen (15) days of being called upon to do so in writing by the Board);
  - 10.1.3 is guilty of conduct likely to bring himself or any member of the Group into disrepute;
  - 10.1.4 becomes bankrupt or makes any arrangement or composition with his/her creditors or has a receiving order made against him/her;
  - 10.1.5 is convicted of any criminal offence involving dishonesty, or the specified penalty for which includes imprisonment (other than an offence which, in the reasonable opinion of the Board, does not affect his/her position in the Company);
  - 10.1.6 persistently refuses to carry out any reasonable lawful order given to him/her in the course of his/her employment or persistently fails to attend diligently to his/her duties under this Agreement;
  - 10.1.7 becomes a lunatic or of unsound mind;
  - 10.1.8 be removed from office in accordance with the Articles;
  - 10.1.9 upon retirement by rotation pursuant to the Articles, is ineligible for re-election to office or is otherwise not re-elected to office by the Company's shareholders; or
  - 10.1.10 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;
- 10.2 If it is advised that the Company is not entitled under the Employment Ordinance to terminate this Agreement by immediate notice pursuant to Clause 10.1, the Company may terminate this Agreement upon the occurrence of any of the events specified in that Clause by giving such minimum notice to the Executive Director as may be required under the Employment Ordinance and, in such event, the "agreed period" for the purpose of Section 6(2)(c) of the Employment Ordinance shall be (seven) 7 days.
- 10.3 The Executive Director shall have no claim against the Company for damages or otherwise by reason of termination of this Agreement under this Clause 10 and no delay or forbearance by the Company in exercising any such right of termination shall constitute a waiver of that right
- 10.4 Clause 10.1 shall apply to matters or events which have occurred either before or after the Commencement Date.



11. **EFFECT OF TERMINATION**

11.1 The Executive Director shall, forthwith upon Termination:-

11.1.1 resign in writing from any office then held by him/her as a director of the Company and from all other offices (whether or not as director) held by him/her with any member of the Group and execute an acknowledgement under seal to the effect that he/she has no claims against any member of the Group for compensation for loss of office or otherwise, save pursuant to this Agreement; and

11.1.2 transfer, without payment and in such manner as the Company may require, all such shares as may be held by him/her as nominee for any member of the Group.

11.2 The Company is hereby irrevocably and by way of security appointed the attorney of the Executive Director to appoint, in the event of the Executive Director failing to take any of the actions required to be taken by him/her under Clause 11.1 immediately on request by the Company, some person in the name of and on behalf of the Executive Director to sign, seal and deliver resignations and Instruments of transfers of the relevant shares to the relevant member of the Group and to file such returns or take such other action as may be necessary or desirable under the Companies Law of Cayman Islands (as amended or otherwise modified from time to time), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) and other applicable legislation. The Executive Director agrees to confirm and ratify all such documents and acts.

11.3 Termination shall not affect the continued application of Clauses 7, 8 and 12 and the then accrued rights and liabilities of the parties under this Agreement

12. **INDEMNITY**

12.1 The Company agrees to indemnify and hold harmless the Executive Director on demand from and against any and all losses, claims, damages, liabilities, and expenses, including without limitation, any proceedings brought against the Executive Director, arising from the proper performance of his/her duties in connection with his/her appointment under this Agreement, so far as permitted by law and the Articles, except in any case where the matter in respect of which indemnification is sought under this Clause was caused by fraud, the wilful default, wilful misconduct or negligence of the Executive Director or any other matter referred to in Clause 10.1 (Irrespective of whether the Company terminates this Agreement thereunder)

12.2 The Company shall, if so required by the Executive Director and so far as is permitted by law, and the Articles, during the Term take out and maintain for the benefit of the Executive Director an Insurance policy against director's liability for such an amount and on such terms as the parties may from time to time reasonably agree.

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

13.1 Any concept, idea, invention or improvement or design made or process or information discovered or copyright work or trade or service mark or trade name or get-up connected with the business or any product of the Group either directly or indirectly created by the Executive Director or communicated to the Executive Director by any other employee of the Company or any member of the Group during the currency of the appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of his/her appointment) in conjunction with or in any way affecting or relating to the business of the Group or capable of being used or adapted for use therein or in connection therewith shall (unless such invention, concept, idea or improvement or design was made or process or information discovered or copyright work or trade or service mark or trade name or get-up were in existence prior to the commencement of a similar business by any company in the Group) be disclosed in writing to the Company and shall belong to and be the absolute property of such company in the Group as the Company may direct.

13.2 The Executive Director shall subject to Clause 13.1 above, if and whenever required to do so by the Company (whether during the currency of the appointment or afterwards) at the expense of any company in the Group, apply or join with such company in applying, obtaining and/or renewing for letters patent or other protection or regulation in any part of the world for any such concept, idea, invention, improvement, design, process, information work, trade or service mark, trade name or get-up relating to the business of the Group in such places as the Board 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 Executive Director for any revenue or profit derived or resulting from such concept, idea, inventions, improvement, design process, information work, trade or service mark, trade name or get-up.

13.3 The Executive Director hereby irrevocably appoints the Company to be his/her lawful attorney in his/her name and on his/her behalf to execute any such instrument or do any such thing and generally to use his/her name for the purpose of giving to the Company the full benefit of this Clause 13 and a certificate in writing signed by the legal advisor of the Company that any instrument or act falls within the authority hereby conferred shall be final and conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry.

#### 14. **FORMER SERVICE AGREEMENTS**

14.1 This Agreement embodies all of the terms and provisions of and relating to the employment of the Executive Director by the Company and shall be in substitution for and supersedes any previous service agreements, arrangements or undertakings entered into between any member of the Group and the Executive Director in respect of such employment.

14.2 The Executive Director hereby acknowledges that he/she has no claim of any kind whatsoever against any member of the Group and without prejudice to the generality of the foregoing, he/she further acknowledges that he/she has no claim for damages against any member of the Group for the termination of any previous service agreements, arrangements or undertakings for the sole purpose of entering into this Agreement.

#### 15. **EFFECT OF RECONSTRUCTION**

The Executive Director agrees that if, at any time, this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another company for the purpose of reconstruction or amalgamation and he/she is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions which are both in form and substance no less favourable taken as a whole than the provisions of this Agreement, he/she will have no claim against the Company in respect of such termination, provided that there is no material change of business or change of ultimate control of the Company resulting from such reconstruction or amalgamation, in the event of which the Executive Director shall be entitled to terminate this Agreement, with immediate effect, but neither the Company nor the Executive Director shall have any claim in respect of such termination.

#### 16. **GENERAL**

16.1 The terms of this Agreement may only be varied in writing by the parties hereto or their duly authorised agents.

16.2 None of the rights or duties of the Company or the Executive Director under this Agreement may be assigned, transferred, sub-contracted or delegated.

16.3 The Executive Director must make a formal declaration and undertaking as set out in Form A of Appendix 6 to the GEM Listing Rules which he/she will provide the Stock Exchange with general information as to his/her professional qualifications, any other directorships he/she may hold and whether, for instance, he/she has ever been convicted of an offence involving dishonesty. By entering into this Agreement the Executive Director also undertake to comply with the GEM Listing Rules and the Securities and Futures Ordinance.

17. **NOTICES ETC.**

17.1 Any Communication shall be in the English language and may be served or given personally or sent to the address or facsimile numbers (if any) stated after the relevant party's name at the beginning of this Agreement or to such other address or facsimile numbers as may from time to time be notified by one party to the other in writing specifically referring to this Agreement, by the following means and the addressee of such Communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:-

<u>Means of Despatch</u>	<u>Time of deemed receipt</u>
Local mail or courier	twenty four (24) hours
Facsimile	on despatch
Airmail	five (5) days

17.2 A Communication served in accordance with Clause 17.1 shall be deemed sufficiently served and in proving service and/or receipt of a Communication it shall be sufficient to prove that the Communication was left at the addressee's address or that the envelope containing the Communication was properly addressed and posted or despatched to the addressee's address or that the Communication was properly transmitted by facsimile to the addressee. In the case of facsimile transmission, the Communication shall be deemed properly transmitted on receipt of a satisfactory transmission report printed by the sending machine.

17.3 Nothing in this Clause 17 shall preclude the service of Communications or the proof of such service by any mode permitted by law.

18. **GOVERNING LAW AND JURISDICTION**

This Agreement shall in all respects be interpreted and construed in accordance with and governed by Hong Kong Law and each of the parties hereto hereby irrevocably submits to the non exclusive jurisdiction of the Hong Kong courts and waives all defences to any action arising hereunder brought in the courts of Hong Kong on the ground that such action is brought in an inconvenient forum.

IN WITNESS whereof this Agreement has been duly executed and delivered by the parties hereto or their duly authorized representatives on the date first above written.

Signed by  
Mr. Lau Man Tak  
for and on behalf of  
TEM Holdings Limited  
in the presence of:

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)  
)  
)  
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Signed by  
Ms. Ng Ka Wai  
  
in the presence of:

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