

## CHIEF EXECUTIVE OFFICER AGREEMENT

**THIS AGREEMENT** (the “Agreement”) is made effective as of the 15<sup>th</sup> day of March, 2017.

**AMONG:**

**GLORIOUS IT CREATION LIMITED**, a company incorporated under the laws of Hong Kong whose registered office is situate at Flat L, 19<sup>th</sup> Floor, Block 2, Goldfield Industrial Building, 144-150 Tai Lin Pai Road, Kwai Chung, Hong Kong.

(the “Corporation”)

**AND:**

**KONG YUK KAN**, having an address for delivery located at 1<sup>st</sup> Floor, Lot 9C, Tai Hong Wai, Kam Tin, Yuen Long, Hong Kong

(“you”)

**WHEREAS:**

- A. the Corporation is a company incorporated under the laws of Hong Kong;
- B. the sole Shareholder of the Corporation is Glorious Creation Limited, a company incorporated under the federal laws of Canada;
- C. the Chief Executive Officer shall perform such duties and exercise such powers as may be prescribed or assigned in accordance with the terms stipulated hereunder; and
- D. the Corporation wishes to offer of full-time employment with you and you wish to be engaged by the Corporation to provide services to the Corporation on the terms and conditions described in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual agreements and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Corporation and you hereby agree with each other as follows:

### **PART 1 DEFINITIONS AND INTERPRETATION**

1.1 **Definition** In this Agreement, in addition to the defined terms set out above, the following terms shall have the meanings ascribed thereto:

“Cause” has the meaning ascribed to it in Section 9.2.

**“Confidential Information” means:**

- (a) any and all information or knowledge relating to business strategies, business ideas, creative ideas, creative plans, creative concepts, financial plans, financial strategies, investor connections, internal data, communications or know-how, ideas, concepts, trade secrets, plans, processes, procedures, technologies, techniques, methods, designs, prospect lists, forecasts, development plans and information relating to the business, properties, assets and/or operations of the Corporation or its affiliates;
- (b) any and all information or knowledge relating to the relationship of the Corporation with any clients, customers, members, suppliers, principals, contacts or prospects of the Corporation or its affiliates or relating to the requirements, specifications, proposals, orders, costs, pricing, contracts, communications or transactions of or with any such clients, customers, members, suppliers, principals, contacts or prospects of the Corporation or its affiliates;
- (c) any and all Inventions and other information or knowledge which includes, without limitation, any product, service, formula, pattern, design, system, program, device, software, model, plan, process, know-how, research, discovery, design, development, strategy, method, idea or compilation of information that relates to the business or affairs of the Corporation or its affiliates, or results from its marketing, research and/or development activities; and
- (d) any other information or knowledge that the Corporation considers and treats as confidential which is obtained directly or indirectly from the Corporation or an affiliate of the Corporation in any form, including without limitation, oral or visual,

however, Confidential Information shall not be deemed to include any information that:

- (i) is in the public domain at the time of disclosure;
- (ii) enters the public domain after the time of disclosure by any means other than a breach of this Agreement by you;
- (iii) is disclosed by a third party having possession thereof and the right to make such disclosure;
- (iv) is known by the party to whom it is disclosed prior to disclosure; or
- (v) is independently developed by the party to whom it was disclosed by persons who did not have access to the Confidential Information in question.

**“Corporation’s Property”** has the meaning ascribed to it in Section 6.2.

**“Intellectual Property Rights”** has the meaning ascribed to it in Section 6.3.

**“Inventions”** means, collectively, all:

- (a) discoveries, inventions, theories, leads, techniques, ideas, reports, documents, designs, technology, methodologies, works of authorship, algorithms, drawings, compilations of information and analyses, concepts, know-how, methods, processes, techniques, specifications and source code listings, improvements and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights (including, but not limited to, patents, copyrights, trade-marks, industrial designs, topographies, know-how and trade secrets), and all records and copies of records relating to the foregoing; and
- (b) each and every part of the foregoing,

that are conceived, developed, reduced to practice or otherwise made by you, either alone or with others, that in any way relate to the business of the Corporation or its affiliates, whether or not such Inventions are conceived, developed, reduced to practice or otherwise made in the course of your engagement with the Corporation, and whether or not you have specifically been instructed to conceive, develop, reduce to practice or otherwise make same.

**“Listing Date”** means the date the Shareholder’s common shares are listed on the Canadian Securities Exchange.

**“person”** includes an individual, company, body corporate, partnership, joint venture, association, trust or unincorporated organization, or any trustee, executor, administrator or other legal representative thereof.

**“Services”** means all of the duties and responsibilities of the Chief Executive Officer as described in Section 2.2.

**“Shareholder”** means Glorious Creation Limited, a company incorporated under the federal laws of Canada.

1.2 **Interpretation.** For the purposes of this Agreement, except as otherwise expressly provided:

- (a) the words “*herein*”, “*hereof*” and “*hereunder*”, and other words of similar import, refer to this Agreement as a whole and not to any particular Part, Section or subsection, unless indicated;
- (b) all references in this Agreement to a designated Part, Section or subsection is to the designated Part, Section or subsection of this Agreement;
- (c) the singular of any term includes the plural and *vice versa*, and the use of any term is equally applicable to any gender and, where applicable, to a body corporate;
- (d) the word “*or*” is not exclusive and the word “*including*” is not limiting (whether or not non-limiting language such as “*without limitation*”, “*but not limited to*” or other words of similar import are used);

- (e) the headings to the Parts and Sections of this Agreement are inserted for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (f) any reference to a corporate entity, including the Corporation, includes and is also a reference to any corporate entity that is a successor to such entity; and
- (g) unless otherwise provided herein, all references to currency in this Agreement are to Canadian dollars and all amounts to be calculated or paid pursuant to this Agreement are to be calculated or paid in Canadian dollars.

## **PART 2 ENGAGEMENT AND SERVICES**

**2.1 Term of Engagement** Subject to the satisfaction of the conditions set out below under the Section of this Agreement titled “Condition Precedent”, unless and until terminated in accordance with the termination provisions of this Agreement, the term of this Agreement shall be for an initial period of one (1) year commencing on the Listing Date and shall continue thereafter on a month-to-month basis.

**2.2 Engagement and Services** Provided that you have met the conditions outlined under the Section titled “Condition Precedent” below, you are to commence employment as the Chief Executive Officer for the Corporation under the terms of this Agreement, effective on the Listing Date, 2017. (For clarification, it is acknowledged by the parties hereto that you have been employed as the Chief Executive Officer for the Corporation since July, 2011, without a written contract.)

You shall report to and be subject to the general direction of the Shareholder. You shall perform such duties and exercise such powers as may be prescribed or assigned to you by the Shareholder from time to time. In your capacity as Chief Executive Officer of the Corporation, you shall be responsible for overseeing all aspects of the operation of the Corporation’s business with specific emphasis towards the following critical business areas:

- ♦ You are responsible for leading the development and execution of the Corporation’s strategy.
- ♦ Your role entails being ultimately responsible for all day-to-day management decisions. You are to be primarily accountable to provide business leadership, deliver strategic plans, identify growth opportunities to drive existing and new products, and develop strong internal and external relationships. You will integrate different areas of the Corporation’s business from sales, to compliance, to investor relations, and administration with a focus on incorporating a unified vision and company culture. You are accountable to provide strong people leadership in addition to financial and risk management.
- ♦ In addition, you will act as a direct liaison between the Shareholder and management of the Corporation and communicate to the Shareholder on behalf of management. You will also communicate on behalf of the Corporation to employees, government authorities, other stakeholders and the public.

- You acknowledge that, due to the nature of the Corporation's operations and business, you may from time to time be required to travel extensively in the course of performing your duties and responsibilities under this Agreement.
- The Corporation may require you to perform the duties of other positions, or alter or add to your duties any time. The Corporation expects you to perform your duties and responsibilities faithfully and devote your full time and attention during your working hours.

2.3 **Standard of Performance** You shall perform your duties in accordance with the by-laws and policies of the Corporation, its affiliates, and all applicable laws and regulations. The Corporation reserves the right to revoke or introduce new rules, policies and regulations as may be necessary from time to time without notice to you and you agree to observe the rules and regulations of the Corporation. You agree to devote the whole of your time, attention and ability to the business and affairs of the Corporation and shall use your best efforts to promote and further the business, profitability and reputation of the Corporation.

2.4 **Fiduciary Duty** You agree to act diligently, loyally and in a trustworthy manner to the best of your knowledge, skill and ability. You acknowledge that you are a fiduciary of the Corporation and that you shall at all times act in the best interests of the Corporation.

2.5 **Conflict of Interest** You shall ensure that your direct or indirect personal interests do not, whether potentially or actually, conflict with the interests of the Corporation. You agree to promptly report any potential or actual conflicts of interest to the Shareholder. You represent and warrant to the Corporation that you are not subject to any constraints that would prevent you from performing the duties and responsibilities contemplated under this Agreement or from devoting your full time and attention to the affairs of the Corporation.

2.6 **Representation** You agree that during your employment with the Corporation, you shall not breach any obligation of confidentiality as defined hereinabove or non-solicitation or non-competition you may have to any former employer or pursuant to any agreement with a third party to which you are bound. You acknowledge that the Corporation has relied upon the representations outlined in this Section and agree that any misrepresentation shall be considered Cause for termination.

2.7 **Vacation and public holidays** In addition to statutory holidays, you will be provided with four weeks paid vacation per calendar year. Vacation must be requested and approved in advance, at such time or times as shall be convenient for you and the Corporation. All vacation entitlement must be taken in the year it is granted. You shall not be entitled to carry forward any unused vacation to a future calendar year, and any such unused vacation shall be forfeited. Notwithstanding the foregoing, you shall receive no less vacation each year than is required under Hong Kong law.

### **PART 3 REMUNERATION**

3.1 **Basic Salary** Your starting base salary for the first year will be **CAD\$7,500 per month (i.e. CAD\$90,000 per annum)**. Base Salary reviews are normally conducted on an annual basis, typically in conjunction with the Shareholder's fiscal year end review and may be adjusted based on market competitiveness, and may be increased at the sole discretion of the Shareholder. The Base Salary shall be paid in accordance with the Corporation's normal payroll practices in effect.

3.2 **Bonuses** You shall be entitled to performance bonuses at such times and such amounts as may be determined at the sole discretion of the Board of the Shareholder from time to time.

3.3 **Stock Options** On or before the Listing Date, the Shareholder shall grant you 5-year stock options to purchase 300,000 common shares of the Shareholder at an exercise price equal to the Shareholder's IPO price (currently anticipated to be CAD\$0.30/share). These options may have vesting provisions attached, as may be determined at the sole discretion of the Board of the Shareholder.

During the term of your employment agreement, you will also be entitled to receive additional stock options to purchase common shares of the Shareholder, as may be determined at the sole discretion of the Board of the Shareholder.

3.4 **Expenses** You shall be reimbursed for all reasonable travelling, entertainment and other out-of-pocket business expenses actually and properly incurred by you in connection with your duties hereunder. For all such expenses in respect of which you seek reimbursement, you shall complete and submit to the Shareholder an expense form and include detailed statements satisfactory to the Corporation and the Shareholder evidencing the claimed expense, its amount and proof of payment, as and when required by the Corporation and the Shareholder.

#### **PART 4 OBLIGATIONS**

4.1 **Reporting** You shall provide to the Corporation and the Shareholder such information concerning the results of your activities and the Services over the course of any given period of time as the Corporation and/or the Shareholder may reasonably require.

4.2 **Quality of Service and your Business Conduct** In providing the Services to the Corporation pursuant to the terms of this Agreement, you shall act honestly, in good faith and in the best interests of the Corporation. You represent and warrant to the Corporation that you shall provide all Services in a competent and professional manner such that the same meets industry standards of performance quality or as set by the specifications of the Corporation.

4.3 **Compliance with Corporation Policies and Applicable Laws** You represent and warrant to the Corporation that you shall conduct yourself in accordance with the Corporation's charter documents, the policies of the Corporation and the Shareholder, as applicable, and the rules and policies of any regulatory authority that may have jurisdiction over the Corporation or the Shareholder, as applicable, from time to time during the term of this Agreement. You further represent and warrant to the Corporation that you shall comply with all laws, whether federal, provincial, state or otherwise, applicable to the Services provided by you and, when requested by the Corporation or the Shareholder, shall advise the Corporation or the Shareholder, as applicable, of any particular compliance issues affecting any Services for which you have been engaged.

4.4 **Non-Disparagement** You agree that both during and after the term of this Agreement you shall not, directly or indirectly, in any capacity whatsoever, engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitation the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the Corporation or any of its affiliates.

4.5 **Absenteeism and Illness** Punctual attendance is necessary. The Corporation has the right to require you to supply proof of illness in the form of a doctor's certificate or other form satisfactory to the Corporation.

Your position is such that the Corporation will suffer harm and undue hardship should you not be available to work for an extended period, and in such case the Corporation may have to protect its legitimate business interests, and may have no alternative but to terminate this Agreement.

## **PART 5 NON-SOLICITATION**

5.1 **Non-Solicitation** You agree that during the term of this Agreement and for a period of twelve (12) months following its termination, regardless of the reason for termination or the party effecting it, you shall not, whether individually or in partnership or jointly or in conjunction with any person or persons, as principal, agent, shareholder, officer, employee or in any other manner whatsoever:

- (a) solicit the customers, clients or suppliers of the Corporation or any of its affiliates to transfer their business from the Corporation or affiliate, as the case may be, to any other person or entity; or
- (b) seek in any way to persuade or entice any person that was an employee of the Corporation or any of its affiliates at the time of such termination, or during the period of 90 days immediately preceding such termination, to leave that employment.

## **PART 6 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

6.1 **Confidentiality** You covenant and agree that you shall not, except as authorized or required in the normal and proper course of your duties hereunder, reveal or divulge to any person any Confidential Information which you obtain from the Corporation or its affiliates or its officers or employees, agents, suppliers or customers or otherwise by virtue of your engagement by the Corporation and, except as required by law, you shall keep in complete secrecy all such Confidential Information and shall not use or attempt to use any such Confidential Information in any manner whatsoever. This restriction shall apply during the term of engagement hereunder and it shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain through no fault of you and then only after such later date. You acknowledge that you shall have access to and be entrusted with Confidential Information in the course of the engagement with the Corporation hereunder, and that the Corporation's business would be irreparably harmed if such Confidential Information were disclosed to, or used by, any person outside the Corporation. You acknowledge and agree that the right to maintain the absolute secrecy of its Confidential Information is a proprietary right the Corporation is entitled to protect.

6.2 **Corporation's Property** You agree that:

- (a) all Confidential Information and property, including without limitation, all books, manuals, records, reports, notes, contracts, lists, business and financial records and other documents (collectively, the "Corporation's Property") furnished to or prepared or developed by you in the course of or incidental to this Agreement and the Services to be

provided hereunder, is for the exclusive benefit of the Corporation and is owned exclusively by the Corporation;

- (b) upon termination of this Agreement, you shall promptly return the Corporation's Property to the Corporation and shall keep no copies thereof, except as may be agreed in writing with the Corporation; and
- (c) you shall not, directly or indirectly, except as required by the normal business of the Corporation or expressly consented to in writing by the Corporation:
  - (i) disclose, publish or make available, other than to an authorized employee, officer, consultant, agent or director of the Corporation, any of the Corporation's Property;
  - (ii) acquire, possess for their own interest, sell, transfer or otherwise use or exploit any of the Corporation's Property; or
  - (iii) permit the sale, transfer, or use or exploitation of any of the Corporation's Property by any third party.

6.3 **Intellectual Property Rights** You agree that all Inventions and all other proprietary title, rights and interest in and to each such Invention, whether or not registrable (collectively, the "Intellectual Property Rights"), shall belong exclusively to the Corporation.

6.4 **Disclosure of Inventions** You shall promptly disclose all Inventions to the Corporation or to any persons designated by the Corporation.

6.5 **Assignment of Inventions** You hereby assign and further agree to, from time to time as such Inventions arise, assign to the Corporation or its nominee (or their respective successors or assigns), all your right, title and interest in and to the Inventions without further payment by the Corporation.

6.6 **Enforcement of Intellectual Property Rights** You agree to assist the Corporation in every proper way (but at the Corporation's expense) to obtain and, from time to time, enforce the Intellectual Property Rights, in any and all countries, and to that end shall execute all documents for use in applying for, obtaining and enforcing the Intellectual Property Rights, together with any assignments of such Inventions to the Corporation or persons designated by it.

## PART 7 INJUNCTIVE AND OTHER RELIEF

7.1 **Injunctive Relief** You acknowledge and agree that a breach by you of any of the obligations set out in Part 4 (Obligations), Part 5 (Non-Solicitation) and/or Part 6 (Confidentiality and Ownership of Intellectual Property) would result in irreparable harm to the Corporation that could not adequately be compensated by way of a damage award. You agree that in the event of any such breach, in addition to damages and all other remedies available to the Corporation at law or in equity, the Corporation shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of this Agreement.

## **PART 8 INDEMNITY**

**8.1 Chief Executive Officer to Indemnify** You shall indemnify and keep indemnified the Corporation and its affiliates to which you are providing Services for any demonstrated losses, damages, costs or other amounts, including without limitation reasonable legal fees, suffered or incurred by the Corporation or its affiliates arising out of third party claims relating to the presence or activities of you in performing the Services to the extent that such losses, damages, costs or other amounts are caused by:

- (a) any wilful or knowing breach of your obligations in Section 4.3 above; and
- (b) any gross negligence, wilful misconduct or fraud on the part of you in performing the Services.

**8.2 Corporation to Indemnify** Subject to your obligation to indemnify as set out above, and provided that you have not breached Section 4.3 above, the Corporation shall indemnify and save harmless you for any demonstrated losses, damages, costs or other amounts, including without limitation reasonable legal fees, suffered or incurred by you arising out of third party claims relating to the presence or activities of you in performing the Services to the extent that such losses, damages, costs or other amounts are caused by the gross negligence, wilful misconduct or fraud on the part of the Corporation or its affiliates.

## **PART 9 TERMINATION**

**9.1 Termination by the Corporation for Cause.** If any time during the term of your employment hereunder you shall:

- (a) be guilty of or commit any serious misconduct which in the reasonable opinion of the Board of the Corporation or the Shareholder is in any way detrimental to the interests of the Corporation, the Corporation or its affiliates; or
- (b) be in serious or persistent breach of any of the terms of this Agreement; or
- (c) commit any act of bankruptcy or make any arrangements or composition with your creditors generally or persistently fail to pay your personal debts; or
- (d) become, through mental disorder, incapable of managing your own affairs; or
- (e) be guilty of persistent insobriety; or
- (f) be convicted of any criminal offence involving your integrity or honesty; or
- (g) act in any manner (whether in the course of your duties or otherwise) which is likely to bring you or the Corporation or its affiliates into disrepute or prejudice the interests of the Corporation or its affiliates; or
- (i) refuse to carry out any reasonable lawful instructions or directions given to you by the Board of the Corporation or the Shareholder in the course of your employment or fail diligently to attend your duties hereunder; or
- (j) be guilty of continuing unsatisfactory conduct or poor performance of your duties after having received a written warning from the Corporation relating to the same; or
- (k) any other act, omission or behavior that constitutes just cause for dismissal at common law,

(each of the above items, on its own or in conjunction with other items, shall constitute "Cause"),

then the Corporation may terminate this Agreement at any time without notice to you for Cause. In such event, the Corporation shall have no further obligations to you except in respect of any fees and expenses which were incurred by you and payable in respect of the period ending immediately prior to such termination. Upon such determination you shall not be entitled to any bonus or payment whatsoever for or in respect of the then current year of service or to claim any compensation or damages for or in respect of or by reason of such determination.

9.2 **Termination by the Corporation for Other than Cause.** The Corporation may terminate this agreement at any time without Cause, by paying to you:

- (a) any fees and expenses incurred by you prior to the termination date; and
- (b) a lump sum cash payment in an amount equal to 24 months' salary (at the rate in effect on the termination date).

The payments provided for in this Section 9.2 shall be inclusive of your entitlement to notice and severance pay at common law or by statute, if applicable.

9.3 **Termination by you** You may terminate this Agreement at any time by giving the Corporation at least three (3) months' prior written notice of the effective date of such termination. The Corporation may waive or abridge any notice period specified in such notice, in its absolute discretion. If you terminate this Agreement for any reason, the Corporation shall have no further obligations to you except in respect of any fees and expenses which were incurred by you and payable in respect of the period ending on the termination date.

9.4 **Obligations Upon Termination.** Upon termination of this Agreement, all files, computer disks, information and documents pertaining to the business of the Corporation or its affiliates shall remain the property of the Corporation or its affiliates, as applicable, and shall promptly be delivered by you to the Corporation at its address set out above or as otherwise directed by the Corporation, and no copy, duplication or reproduction of any kind whatsoever shall be made of such files, computer disks, information or documents without the express written consent of the Corporation. You shall also promptly deliver to the Corporation any equipment or devices including access cards, keys or memory storage devices issued by the Corporation to you during the term of this Agreement.

## PART 10 PERSONAL INFORMATION

10.1 **Personal Information.** By accepting the Corporation's offer, you will be required to provide personal information, which will be retained on file. This information includes, but is not limited to information pertaining to your:

- ♦ Full name, address and telephone number
- ♦ Dependent Information
- ♦ Tax information

The files containing this information may be used or viewed for purposes including, but not limited to:

- **Benefit enrolment**
- **Payroll**
- **Necessary government reporting and disclosure required by laws, rules and regulations**
- **Industrial accidents**
- **Appropriate managers and supervisors**
- **Human Resources and compiling statistical information and employee profiles**
- **Promotion and marketing of the Corporation**
- **Facilitating task distribution within the Corporation**
- **Any incidental purposes relating to the above, and any other purpose which the parties may from time to time agree.**

Data held by the Corporation relating to you will generally be kept confidential but the Corporation may make all enquiries as it considers necessary to confirm the accuracy of the personal data. In particular, the Corporation may disclose, obtain, transfer (whether within or outside Hong Kong) your personal data to, from or with (a) any regulatory or government bodies; (b) any other persons or institutions in connection with the Corporation's business, insurers, clients and potential investors; and (c) any other person to which the Corporation considers such disclosure, obtaining or transfer to be necessary or desirable for the purposes set out above.

The Personal Data (Privacy) Ordinance may provide you with rights to ascertain whether the Corporation holds your personal data, and to correct any data that is inaccurate, subject to section 53 of the Personal Data (Privacy) Ordinance in relation to employment-related personal data.

## **PART 11 ADDITIONAL TERMS**

11.1 **Entire Agreement** This Agreement constitutes the entire agreement to date between the Corporation and you and, as of the Effective Date, supersedes every previous agreement, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

11.2 **Further Assurances** The parties shall from time to time after the execution of this Agreement make, do, execute or cause or permit to be made, done or executed, all such further and other acts, deeds, things, devices and assurances in law whatsoever as may be required to carry out the true intention and to give full force and effect to this Agreement.

11.3 **Enforcement** You agree that all restrictions contained in this contract are reasonable and valid and you hereby waive any and all defences to their strict enforcement by the Corporation.

11.4 **No Assignment** This Agreement may not be assigned by any party hereto except with the prior written consent of the other parties.

11.5 **Amendments** This Agreement may be amended or supplemented only by a written agreement signed by each party.



- (iii) if mailed by prepaid registered mail, upon the third business day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services, every notice or communication shall be delivered by hand or sent by facsimile or email transmission or by other means of electronic communication capable of producing a printed copy.
- (c) all notices, demands and other communications shall be either in the English language or accompanied by a certified translation thereof into the English language.

11.9 **Time of the Essence** Time shall be of the essence of this Agreement.

11.10 **Enurement** This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns, as applicable.

11.11 **Applicable Law** This Agreement, the legal relations between the parties and the adjudication and the enforcement thereof, shall be governed by and interpreted and construed in accordance with the laws of Hong Kong. The parties agree that any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be brought in a suitable court located in the Hong Kong and each party hereto irrevocably submits to the exclusive jurisdiction of those courts.

11.12 **Severability** All Sections and covenants contained in this Agreement are severable, and in the event that any of them is held to be invalid, unenforceable or void by a court of competent jurisdiction, such Sections or covenants shall be severed and the remainder of this Agreement shall remain in full force and effect.

11.13 **Survival of Terms** Parts 4 - 10, Section 11.11 and this Section 11.13 shall survive and remain in force notwithstanding the expiration or other termination of this Agreement for any reason whatsoever. Any expiration or termination of this Agreement shall be without prejudice to any rights and obligations of the parties hereto arising or existing up to the effective date of such expiration or termination, or any remedies of the parties with respect thereto.

11.14 **Counterparts** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument, and delivery of an executed copy of this Agreement by facsimile or email transmission or by other means of electronic communication capable of producing a printed copy shall be deemed to be execution and delivery of this Agreement as of the Effective Date.

11.15 **Independent Legal Advice** You acknowledge that you have read and understood this Agreement, and have been given an opportunity to seek independent legal advice with respect to its terms. You are hereby cautioned to seek independent legal advice prior to executing this Agreement. By signing this Agreement, you agree that you have had opportunity to consult a lawyer to obtain an explanation of the contents, terms and effect of this Agreement and they fully understand and accept the contents, terms and effect of this Agreement.

EXECUTION PAGE FOLLOWS

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement on the day and year first above written.

**GLORIOUS IT CREATION LIMITED**

Per:   
*Authorized Signatory*



**KONG YUK KAN**  
**HKID: G644048(6)**