



**SUN INTERNATIONAL GROUP LIMITED**  
**太陽國際集團有限公司**

listed on The Stock Exchange of Hong Kong – Stock Code: 8029 香港聯合交易所上市公司 - 股票代碼 : 8029

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**Dated the 13<sup>th</sup> day of August 2021**

**SUN INTERNATIONAL GROUP LIMITED**

**and**

**LUI MAN WAH**

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**SERVICE AGREEMENT**

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**THIS AGREEMENT** is made the 13th day of August 2021

**BETWEEN:**

- (1) **SUN INTERNATIONAL GROUP LIMITED**, a company incorporated in the Cayman Islands with limited liability and listed on the GEM of The Stock Exchange of Hong Kong Limited and whose principal place of business in Hong Kong is at Room 03, 26/F, One Harbour Square, No. 181 Hoi bun Road, Kwun Tong, Kowloon, Hong Kong (the “**Company**”); and
- (2) **LUI MAN WAH** holder of Hong Kong Identity Card No. Z443680(7), of Flat B, 41/F, Block 7, Island Harbourview, Tai Kok Tsui, Kowloon (the “**Executive**”).

**WHEREAS** the Executive has agreed to enter into this Agreement to set out the services which the Executive shall provide to the Company as hereinafter described on the terms and conditions set out below.

**IT IS HEREBY AGREED** as follows:

### **1. DEFINITIONS AND INTERPRETATION**

- (A) In this Agreement, including the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

“ <b>Agreement</b> ”	this service agreement;
“ <b>associate</b> ”	has the meaning ascribed thereto in the GEM Listing Rules;
“ <b>Board</b> ”	the board of directors from time to time of the Company or (as the context may require) the majority of directors present and voting at any meeting of the Board duly convened and held;
“ <b>Business</b> ”	all the business and affairs carried out by the Group from time to time;
“ <b>business day</b> ”	a day, (excluding public holidays, Saturday, Sunday and any day on which No.8 signal or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon during a typhoon or on which a black rainstorm warning is issued or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which banks are open for business in Hong Kong;



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<b>“Commencement Date”</b>	being 13 August 2021;
<b>“Companies Ordinance”</b>	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
<b>“Confidential Information”</b>	in relation to businesses carried on by the Group, all information, know-how, trade secrets and records (in whatever form held), including (without limitation) all formulae, designs, specifications, drawings, data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, correspondence, orders and enquiries which are confidential or not generally known;
<b>“GEM Listing Rules”</b>	the Rules Governing the Listing of Securities on the GEM of the Stock Exchange, as amended from time to time;
<b>“Group”</b>	the Company and its subsidiaries from time to time;
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong;
<b>“Hong Kong”</b>	The Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Memorandum and Articles of Association”</b>	the memorandum and articles of association of the Company from time to time;
<b>“MPFS Ordinance”</b>	the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong);
<b>“Party”</b>	either party to this Agreement and “Parties” shall be construed accordingly;
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited;
<b>“subsidiary”</b>	has the meaning ascribed thereto in section 15 of the Companies Ordinance;
<b>“Term”</b>	the term of the Agreement according to Clause 2; and



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“year”

a 12-month period with the first one commencing from the Commencement Date and thereafter each successive twelve (12) months commencing from the day next following the end of the preceding 12-month period.

- (B) In this Agreement, save where the context otherwise requires:
- (i) the headings used are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of this Agreement;
  - (ii) references to Clauses are references to clauses of this Agreement;
  - (iii) references to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute;
  - (iv) expressions in the singular shall include the plural and vice versa;
  - (v) expressions in any gender shall include other genders; and
  - (vi) references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organisations, associations, enterprises and branches.

## **2. THE TERM**

- (A) With effect from the Commencement Date, the Company shall employ the Executive and the Executive shall serve the Company subject to and upon the terms set out below.
- (B) Subject to the provisions for termination set out in Clause 9 and subject to rotation according to the Memorandum and Articles of Association, the Executive shall be for a term of 1 year, unless and until terminated in accordance with Clause 9 or by either Party giving not less than 2 month’s prior notice in writing to the other Party or payment of 1 month’s fixed salary in lieu thereof at any time during the Term.

## **3. DIRECTOR’S POWER, DUTIES AND SERVICES**

- (A) The Executive shall possess executive power to manage the business and operation of Group, including but not limited to strategic planning and the day-to-day management and operation of Group.
- (B) The Executive hereby undertakes with the Company that during the Term, he shall use his best endeavours to carry out his duties hereunder and to protect, promote and act in the best interests of the Group as a whole.
- (C) Without prejudice to the Director’s exclusive executive power set out in Clause 3(A), the Executive in his office as a senior management of the Company shall:





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- (i) devote his time and efforts exclusively and diligently to the interests and affairs of the Group in the discharge of his duties in relation to the Group generally;
  - (ii) faithfully and diligently perform such duties and exercise such powers as are consistent with his office in relation to the Group.
- (D) The Executive shall at all times promptly give to the Board (in writing if so requested) all such information as the Board may reasonably require in relation to his conduct of the Business in so far as such information is or ought to be within the knowledge of the Executive and provide such explanations as the Board may require in connection therewith.
- (E) The normal office hours are 9:00 a.m. to 6:00 p.m., Monday through Friday.
- (F) The Executive shall be required to carry out his duties in Hong Kong or such other parts of the world as the Board may request or as the interests, needs, business and opportunities of the Group will require or be deemed advisable by the Board.
- (G) Nothing in this Agreement shall prevent the Executive from (together with his associates) directly or indirectly holding or being beneficially interested in:
- (i) any class of securities in the Company or any other members of the Group; or
  - (ii) any class of securities in any other company where the total voting rights exercisable at general meetings of the company concerned attaching to the securities of that class held by the Executive and his associates do not exceed five percent (5%) of the total voting rights attaching to the securities of that class, if such class of securities is listed on a stock exchange and the relevant company does not carry on any business which competes in any way with the Business.

## **4. REMUNERATION**

- (A) In consideration of the performance of his duties hereunder, the Executive shall receive during the Term:
- (i) a fixed salary at the annual rate of HK HK\$1,728,000 (inclusive of any sum payable to the Executive as director's fees from any company in the Group and any amount that the Executive may receive under other service agreements that he may enter into with other members of the Group) payable by twelve (12) monthly instalments of HK\$144,000 (or a pro rata amount for an incomplete month) each, such instalments shall be payable on the last day of each calendar month;
  - (ii) a discretionary year-end bonus payable prior to the Chinese New Year following the 31st day of December of each year.
- (B) The Executive shall be entitled to participate in the share option scheme of the Company and its subsidiaries in force from time to time (particulars of which will be provided on



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request), subject to the rules of the share options scheme and the GEM Listing Rules.

- (C) Payment of such fixed salary and fixed year-end bonus to the Executive referred to in Clause 4(A) above shall be made either by the Company or by another company in the Group and if by more than one company, in such proportions as the Board may from time to time think fit.

## **5. BENEFITS AND EXPENSES**

- (A) The Company shall reimburse to the Executive all reasonable out-of-pocket expenses (including expenses of entertainment, subsistence and travelling) properly incurred by him in relation to the Business or in the discharge of his duties to the Company hereunder, which expenses shall be evidenced in such manner as the Board may reasonably require.
- (B) The Company may pay annual subscriptions and premiums for medical insurance of its choice for the benefit of the Executive, which coverage shall be on such terms as the Board may in its absolute discretion deem fit.
- (C) The Company may pay or provide to the Executive such additional benefits as the Board shall in its absolute discretion deem appropriate.
- (D) The Executive shall be entitled to all other benefits to which employees of the Group are entitled to.

## **6. LEAVE**

The Executive shall (in addition to Sundays and statutory holidays) be entitled to paid holiday of 12 working days in each calendar year during the Term, to be taken at such time or times convenient to the Company.

## **7. RETIREMENT FUND SCHEME**

- (A) The Executive shall during the Term participate in and the Company shall arrange for the participation of the Executive in the Company's retirement or provident fund scheme (if any, and/or such other scheme as the same may from time to time be supplemental thereto or in replacement thereof). The terms for participation in such scheme (and/or such other scheme as aforesaid) applicable to the Executive shall be the same as those applicable to other employees of the Group.
- (B) The Executive acknowledges that, as prescribed by section 7A(1)(b) of the MPFS Ordinance, the Company shall deduct from the salary payable to the Executive pursuant to Clause 4(A)(i) the amount of any contribution payable by the Executive under the scheme in which the Executive participates.



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### **8. SHARE DEALINGS**

The Executive shall comply where relevant with every rule of law, every regulation of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which he or his associates deals and every regulation of the Company and the Memorandum and Articles of Association in force in relation to dealings in shares of the Company, debentures or other securities of the companies in the Group and in relation to unpublished inside information affecting the shares of the Group, debentures or other securities of any company in the Group, provided always that in relation to overseas dealings, the Executive 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.

### **9. TERMINATION**

- (A) Without prejudice to the accrued rights (if any) or remedies of either Party under or pursuant to this Agreement, the Company shall be entitled (but not obliged) to terminate this Agreement without any compensation to the Director:
- (i) by not less than two months' notice in writing given at any time while the Executive shall have been incapacitated or prevented by reason of ill health injury or accident from performing his duties hereunder for a period of or periods aggregating one hundred and twenty (120) days in the preceding twelve (12) months, provided that if at any time during the subsistence of a notice given pursuant to this sub-paragraph, the Executive shall provide a medical certificate satisfactory to the Board to the effect that he has fully recovered his physical health and that no recurrence of illness or incapacity can reasonably be anticipated, the Company shall withdraw such notice; or
  - (ii) by summary notice in writing with immediate effect if the Executive at any time:
    - (a) commits any serious or wilful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within sixty (60) days after written notice from the Board);
    - (b) is guilty of dishonesty or any grave misconduct or wilful neglect in the discharge of his duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within sixty (60) days after written notice from the Board);
    - (c) becomes of unsound mind, or is or becomes a patient for any purpose of any ordinance or law relating to mental health;
    - (d) becomes bankrupt or has a receiving order made against him or makes any arrangement or composition with his creditors generally;
    - (e) is otherwise prohibited by law from fulfilling his duties hereunder;





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- (f) is convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect his position in the Company); or
- (g) commits any serious breach any of the terms of this Agreement,

provided that in any meeting of the Board held to consider whether any notice shall be issued pursuant to this 9(A)(ii), any vote by the Executive or his associates (if also a member of the Board) shall not be taken into account and provided further that upon such termination of the Agreement pursuant to this Clause 9(A)(ii), the Executive shall not be entitled to any payment whatsoever (other than any salary and the fixed year-end bonus actually accrued due and payable) 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 termination.

- (B) If the Company becomes entitled to terminate the Agreement pursuant to Clause 9(A)(ii), it shall be entitled (but without prejudice to its right subsequently to terminate the Agreement on the same or any other ground) to suspend the Executive for so long as it may think fit.

### **10. CONFIDENTIAL INFORMATION**

- (A) The Executive shall not at any time during the Term:
  - (i) use or cause, permit or suffer to be used any Confidential Information for his own purpose or for any purpose other than that of the Group; or
  - (ii) divulge or communicate or cause, permit or suffer to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group whose province it is to know the same; or
  - (iii) through any failure to exercise all due care and diligence, cause or permit or suffer to be caused any unauthorised disclosure of any Confidential Information, including (without limitation):
    - (a) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
    - (b) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to any information or knowledge which (otherwise than through the default of the Director) has become available to the public generally or otherwise required by law or any applicable legislation to be disclosed.

- (B) Since the Executive may obtain during the course of the Term, by reason of services



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rendered for or offices held in any other company in the Group, knowledge of the Confidential Information of such company, the Executive hereby agrees that he 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 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.

### **11. AMENDMENTS**

This Agreement shall not be amended, supplemented or modified in any manner, save by an instrument in writing signed by the Parties.

### **12. SEVERABILITY**

If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

### **13. WAIVER AND OTHER RIGHTS**

- (A) No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either Party under or pursuant to this Agreement or otherwise shall constitute a waiver by such Party of such or any other right, power or remedy.
- (B) Any right, power or remedy expressly conferred upon either Party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such Party under this Agreement or at law.

### **14. TIME**

Time shall be of the essence of this Agreement, both as regards the dates and periods specifically mentioned in this Agreement and as to any date and period which may by written agreement between or on behalf of the Parties be substituted for them.

### **15. ASSIGNMENT**

This Agreement shall not be capable of being assigned by either Party to any person.

### **16. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the Parties and the successors and permitted assigns of the Company, and shall ensure to the benefit of, and be enforceable by, the Parties and the successors and permitted assigns of the Company.



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### **17. NOTICE**

(A) Any notice, demand or other communication to be given by either Party to the other Party under this Agreement shall be in writing, and shall be deemed duly served if:

- (i) delivered personally;
- (ii) sent by prepaid registered post; or
- (iii) sent by facsimile transmission,

to the address or facsimile number (as the case may be) of such other Party previously in writing notified (in accordance with the provisions of this Agreement and stating in clear terms the intention to change the address or facsimile number, as the case may be) to the Party serving the same.

(B) A notice, demand or other communication shall be deemed served:

- (i) if delivered personally, at the time of delivery;
- (ii) if sent by post, at the expiration of two business days after the envelope containing the same has been delivered into the custody of the postal authorities; and
- (iii) if sent by facsimile transmission, upon receipt by the Party giving the same of machine printed confirmation of such transmission.

(C) In proving the service of any notice, demand or other communication, it shall be sufficient to prove that:

- (i) in the case of personal delivery, the same has been delivered or left at the address of the Party to be served on;
- (ii) in the case of a letter, the envelope containing the same has been properly addressed, delivered into the custody of the postal authorities and duly stamped; and
- (iii) in the case of a facsimile transmission, the same has been duly transmitted to the facsimile number of the Party to be served on.

### **18. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by either Party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.



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## **19. GOVERNING LAW AND JURISDICTION**

- (A) This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- (B) The Parties hereby irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- (C) Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.



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**Execution page**

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

**SIGNED** by  
for and on behalf of  
**SUN INTERNATIONAL GROUP**  
**LIMITED** in the presence of:

)  
)  
)  
)

**SIGNED, SEALED and DELIVERED** by  
**LUI MAN WAH**  
in the presence of:

)  
)  
)



